

## **General Booking terms**

### **1. Contract of Hire**

All bookings are subject to these conditions which are deemed to have been accepted in full by the hirer and all persons in the party. Breach of the booking conditions will result in termination of the apartment rental. Bookings can only be deemed to be confirmed once payment is received by us within the time scale agreed and confirmed in writing.

### **2. Deposit**

Your booking request must be made by email & will be held provisionally for up to 3 days, pending receipt of your payment. A non-refundable deposit of 40% of the rental price is required to confirm the booking. If your booking is made 8 weeks or less before the hire commencement date, it must be accompanied by full payment.

### **3. Confirmation of Booking**

Your booking is only confirmed on receipt of your deposit and confirmation will be sent to you by email.

### **4. Balance of Payments**

The balance, plus a £350 refundable damage waiver deposit must be paid 8 weeks prior to the rental start date. Non-receipt of cleared funds will entitle us to cancel the booking without prejudice.

### **5. Form of Payment**

We accept payment by electronic bank transfer in GBP and euro or cheque in GBP. We do not accept post-dated cheques. Please indicate your preferred payment method when making your reservation. Refund of the damage waiver deposit will be refunded to you by either by bank transfer or cheque. The Hirer is responsible for payment of any bank fees charged by either the Hirer's bank or the Beneficiary bank when paying in any currency other than UK Sterling. We cannot control or compensate for exchange rate fluctuations.

### **6. Cancellation by Hirer**

All cancellations must be made in writing and if cancelled less than 8 weeks before departure, the full hire cost is to be paid. If you cancel, we will make all reasonable attempts to re-let the accommodation. If we are successful, we will offer a refund but we will deduct any costs we have incurred, including but not limited to discounts/ incentives offered to secure a new booking.

### **7. Alterations and Cancellations by Us**

In the unlikely event that the property becomes unavailable and we cannot offer alternative accommodation, a full refund of monies already paid for the property rental will be refunded. Any refund is restricted to the property hire costs and we are not liable for any cancellation or administration charges for travel arrangements, etc. and the hirer will have no further claim against the owners.

### **8. Specifics**

We do not accept responsibility for changes to specifications as this may be necessary from time to time. In the unlikely event of an appliance breaking down, please contact the on-site representative and text or email the owner so that the matter can be rectified as soon as possible. If a prompt resolution of the problem is not possible, e.g. a spare part may have to be ordered, a claim cannot be made against the owners.

### **9. What is Included**

Rental includes a 2 hour end of stay clean, water, BBQ gas if applicable and electricity. Any defects or deficiencies must be reported to the on-site representative within 24 hours.

## **10. What is Not Included**

Travel & cancellation insurance, travel, transportation, full resort representation, mid-stay cleaning, cot and mobile air conditioning unit rental are not included in the rental price. Fixed air ventilation systems, TV and internet are free items. We are not responsible for compatibility issues or fluctuations/variations in service.

Bed linen for 1bed is provided free of charge for bookings of 13+ nights. These cannot be taken away at the end of the holiday. If you prefer not to bring your own, for stays of less than 13 nights and for additional guests, you can purchase new sets of towels and bed linen which you are free to take away with you at the end of your stay. The cost for this is:

Bed linen set:	£12 per set
1 bath towel & 1 hand towel set:	£6 per set

## **11. Occupancy**

Only persons listed on the booking form may occupy the property, up to a maximum of 5 persons. Re-letting or subletting is prohibited. Children must be supervised at all times. Smoking is prohibited in all areas of the property. Small, well behaved dogs may be accepted by prior agreement. They must not be allowed on furniture, in the bedroom or left unattended in the property. They must be exercised on a lead and you must clean up after them promptly. We reserve the right to refuse or terminate, without refund, any booking where we consider there to be a breach of our terms & conditions.

## **12. Hirer's Responsibility**

The hirer is responsible for taking all reasonable care of the property and its contents and using the communal facilities appropriately. To comply with insurance arrangements, all windows, doors & shutters must be locked and room heaters, lights fans and portable appliances switched off whenever the property is left unoccupied. Access codes for accessing the domain or property must not be shared and the proper operation of any closing or locking mechanism must not be interfered with. At the end of the hire period, the property and its contents must be left clean and tidy, pots washed, dried and put away and all personal belonging, perishable food and rubbish removed. There are communal bins and a recycling facility at the entrance to the domain. The hirer shall ensure that no member of the party engages in any activity in or around the apartment and communal areas which may cause damage, offence, inconvenience or a disturbance. Vehicles and their contents are parked at the hirer's risk.

## **13. Security Deposit**

The hirer will be responsible for making good any loss/damages, including but not limited to the cost of excessive cleaning, unnecessary call-outs, late check out. If you request any additional items that you have not paid for prior to your stay, we reserve the right to deduct the cost from your security deposit, along with additional charges for but not limited to additional cleaning, late check out, additional occupants, etc.

If anything is not working or damaged at the start of your rental period, you must inform the owner. In the event of minor breakages during your stay, e.g. glasses, you may elect to replace any items with items of a similar style and comparable quality. The on-site representatives do not hold or refund security deposits.

## **14. Rights of Access**

The owners & their representatives or sub-contractors have the right of access to the property at any time with due regard to the convenience of the hirer, in order to inspect the property and carry out any essential or routine repair or maintenance work.

## **15. Responsibilities**

The owners or their representatives cannot be held responsible for any circumstances beyond their control including, but not limited to, mechanical breakdown, illness, essential and routine maintenance, failure of any public service supply. The owners shall not be liable for any

personal injury, loss or damage, direct or indirect howsoever caused.. The hirer responsible for booking undertakes that no person will suffer anything to be done which would endanger the policy of the property owner's insurers in respect of the property and its contents which might make the same void or voidable.

#### **16. Arrival and Departure Times**

Lettings commence at 16:00 on the day of arrival and finish at 11:00. on the day of departure. Please ensure that you leave on time, as the representatives have only a short time to change the property over for the arrival of the next visitors. Failure to comply will result in a late departure charge of £30 per hour or part thereof.

#### **17. Keys, Directions and Local Contact Numbers**

Detailed instructions for key collection, access codes and directions to the property will be sent two weeks prior to the rental commencement. Contact details for the on-site representative and permits for the pool will be left in the property,

#### **18. Complaints**

The owners shall not be liable for any personal injury, loss or damage, direct or indirect howsoever caused. In the unlikely event that there is a problem with the property or its contents, you must report it promptly to us in the first instance, preferably by emailing [calriviera83@gmail.com](mailto:calriviera83@gmail.com) and notify the on-site representative who will take reasonable steps to resolve the matter, on behalf & in liaison with the owner. Under no circumstances shall the owners' liability to the hirer exceed the amount paid to the owners for the rental period. No liability can be accepted for any complaint submitted after the completion of the hire period. Subjective opinions are not considered as a complaint.

#### **19. Force Majeur**

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by 'force majeure'. In these Terms and Conditions of Hire, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with due care, foresee or avoid. Such events may include, but are not limited to, war, threat of war, civil commotion or strife, hostilities, strikes or other industrial disputes, natural disasters, fire, acts of God, terrorist activities, quarantine, epidemics, weather conditions, government action or other events outside our control.

#### **20. Other Fees and Charges**

##### **Additional Item Hire (Subject to Availability)**

Mobile air conditioning unit:	£12 per week
Travel cot:	£10 per week
Dog - by prior arrangement	£12 per week.
Additional cleaning:	Please arrange directly with on-site representative.

**Bank Fees and Charges** The hirer is responsible for any bank and 3<sup>rd</sup> party fees and charges, fluctuations in exchange rates, etc. that are debited from or payable in respect of all payment transactions, including but not limited to the deposit, rental balance, security bond.