

## Villa BellaVista Terms and Conditions

### **1) BOOKING.**

The booking form must be completed and signed by the party leader (hereafter called the Guest(s)) who must be over 18 years of age. The signing of the booking form shall be deemed to constitute the acceptance of the Booking and Payment Procedure plus Terms and Conditions by the Guest and its party and shall be a warranty by the person so signing that they have the authority to act on behalf of the persons named on the booking form including any substitutions or additions by any subsequent agreed amendments to the booking.. The booking form shall be deemed to constitute the acceptance of the Booking and Payment Procedure plus Terms and Conditions by the Guest and shall be a warranty by the person.

The procedures and conditions will still apply even if for any reason the booking form has not been completed by the client, e.g. in the case of a late booking request by telephone which necessitates immediate commitment.

The booking is not accepted until the Booking Form is completed together with the appropriate deposit and the Acknowledgement/Receipt has been issued. If the booking is not accepted for any reason the deposit will be refunded in full.

Amendments to, or cancellation of the booking by the Guest will be subject to the provisions of sections 6 and 8 of these terms and conditions.

Persons/children under the age of 18 years are not accepted unless accompanied by parents or an adult.

### **2) PAYMENT**

Deposits and payments should be made in accordance with the Bookings and Payments Procedure. Failure to comply with the payment procedure will be deemed to be a cancellation by the Guest and will be subject to the cancellation charges as detailed in Section 7.

### **3) RENTAL CHARGES**

The Villa rental charges and the items included are as detailed in the Rental Period Tariff Table.

### **4) PRICE GUARANTEE**

The rental price you will pay is fully guaranteed once the deposit has been paid and the acknowledgement/receipt has been issued.

### **5) AMENDMENTS**

The effective date of the amendment is the date on which details of the proposed amendment are received in writing. Wherever possible, any amendment to the booking requested after the booking has been confirmed will be accommodated. Dependant on the nature of the amendment additional costs may be incurred.

## **6) THE SECURITY BOND**

The Guest is solely responsible for any damages or breakages that may be caused to the property or its contents and also for any loss of items in the inventory during their stay. Therefore a £100 refundable security bond payable with the final balance will be held against such an eventuality. The Villa is inspected both before and after each occupancy. Upon confirmation that all is in order; this deposit will be refunded in full. Since it is not possible to check the Villa before departure, the security bond will be reimbursed as soon as possible after the Guest has departed.

Charges for damages/losses or any maintenance/repairs to the Villa, equipment, amenities or fixtures necessitated by misuse will be at the discretion of the Owners Management Company and will be deducted from the Security Bond. In the event of any damage/loss, which is assessed to be in excess of the Security Bond, the Guest will be held responsible for full reimbursement of the outstanding amount within fourteen days notice of such costs. We would appreciate that the property is left clean and tidy at the end of the rental period.

## **7) CANCELLATION**

Any cancellation by the Guest must be notified in writing directly to the Owner. The cancellation will become effective from the date we receive the written notification and any cancellations are subject to a charge as detailed below:

Notice given:

A cancellation of a booking up to 8 weeks before departure - 100%

A cancellation of a booking between 4- 8 weeks before departure - 75%

A cancellation of a booking up to 4 weeks before departure -Deposit Only

The owners, at their absolute discretion, may agree to waive some or all of these charges if they are able to replace the cancelled booking with another booking on the same or better terms. The security deposit will always be returned.

In the unlikely event that circumstances beyond the owners control, necessitate a cancellation of the rental agreement by the owners, the owners reserve the right to cancel any bookings at any time and would only be liable to refund monies already paid by the client. In these circumstances we would then endeavour to find replacement accommodation.

## **8) FORCE MAJEURE**

The Owners and their representatives accept no responsibility whatsoever and no compensation or any other payment will be made if any cancellation or change to the terms of the booking becomes necessary due to a war or the threat of a war, riots, civil commotion, terrorist activities, industrial disputes, natural and nuclear disasters, fire, flood, adverse weather conditions, building or construction in progress within the community, technical problems with transportation, closure or congestion of airports, alterations or cancellation of schedules by carriers, or any other events beyond our control.

## **9) COMPLAINTS**

In the unlikely event a problem arise whilst on holiday relating to the Villa, the Guest should immediately undertake to do its best to resolve or minimize the problem and then should contact our Management Company (their details will be supplied prior to your departure). The Management Company will seek to resolve matters speedily.

## **10) BROCHURE DESCRIPTION**

Whilst all information supplied in the brochure/website is deemed to be correct to the best of our knowledge, it is understood that the information is for guidance purposes only, but could change from time to time, and does not form part of any contract.

## **11) LIMITATION OF LIABILITY**

Although every effort is made to ensure that the Villa is in perfect condition, and as described in the literature supplied, it is a condition of acceptance of the Terms and Conditions that the Guest understands that the information is as supplied at the time of writing and is subject to change without notice.

The Owners do not accept liability for loss of main services nor the consequences of the actions or omissions of the persons who control the supply of the main services. The Owners cannot accept any responsibility for third party claims, accidents, damage to, or loss of property or for any expenses incurred for any reason, including changes caused by Force Majeure, regardless of howsoever they may have occurred, nor can liability be accepted for injury as a result of the use of the pool.

**Guests are specifically advised not to allow unsupervised children to use the pool. GLASS is not permitted in the pool area.** Again, we advise that the Guests take out an "all risks" Travel Insurance policy.

## **12) PETS AND SMOKING POLICY**

The Villa is a non-smoking property. If you smoke we request that you enjoy it rather outside. Thank you for your help and understanding. Please note that pets are not allowed in the Villa.

## **13) RESPONSIBILITIES**

The Villa will be professionally cleaned prior to Guests arrival and again after the Guests departure, but we kindly ask that the Villa is left in an orderly state before leaving.

It is the Owners responsibility to ensure that the Villa is available for the Guest for the times requested and that it has been prepared in readiness for the Guest's arrival. In the unlikely event of there being a problem with the Villa, it's contents, running or operation, including any community problems, the Guest should contact our Management Company - (details of which will be supplied prior to departure).

The Management Company are the only people that are able to resolve any problems regarding the Villa during the rental period.

**14) LAW**

This contract is subject to and shall be construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts

**15) ACCESS**

The client is to allow the owner and their agents the right to enter the property to carry out maintenance

*THANK YOU FOR READING THE TERMS AND CONDITIONS.*

HAVE A NICE STAY IN OUR VILLA!



Tony Rodriguez

December 2007

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