

VILLA ETERNA

Andalucia Tourist Office Registration No. VFT/CA/01522

Booking Terms & Conditions

TERMS AND CONDITIONS

Contract

- 1. The contract is for a short-term holiday rental of Villa Eterna, Torreguardiaro made between the client and the owners of the Villa ("the owners"), binding from such time that booking is made and inclusive of all the following conditions.
- 2. By making a booking the client contracts on behalf of himself/herself and all those in his/her party and represents that he/she has the authority to accept these conditions on behalf of and binding upon all guests in his/her party.
- 3. Bookings are accepted on the understanding that the property is taken for holiday purposes only and that the number of people staying in the property is limited to that entered on the booking form.
- 4. The client and any friends or family of the client visiting the property while the client is staying there must adhere to the conditions of the contract, including the rules and procedures contained in the information folder provided in the property.

Payment Conditions

5. A deposit of 25% of the cost is payable on booking if the booking is made more than six weeks before the start of the period of hire. Bookings are provisional until a deposit is received and is held for 48 hours. The balance shall be payable six weeks before the commencement of the rental. Non-payment of the balance of the rent on or after the due date may be construed as a cancellation of the contract by the client.

Security Deposit

6. A security deposit of £250 / €275 is payable six weeks prior to start of the period of hire. This will appear on the same Invoice as the balance of the rental.

Passport Details

7. As a Andalucia Tourist Office registered accommodation the owners must fill out a report for the local authorities with the clients client's ID card/passport details. The client will be required to complete a form or email a photocopy of these details prior to the period of hire.

Cancellation

- 8. Any cancellation made by the client for whatever reason shall be in writing by e mail to <u>info@villaeterna.rocks</u>. On receipt of the notice of cancellation the owners will seek to re-let the property for the period of booking. If a reletting is achieved, The Owners will refund money already paid by the client less rent for any part of the period which was not able to be re-let and less an administrative charge of £30/€35.
- 9. In the event of a cancellation in which the property is not re-let as specified in Clause 8; the following refund conditions will be applied.
 - 100% refund for cancellations more than 60 days before check-in date.
 - 50% refund for cancellations more than 30 days before check-in date.
 - 0% refund for cancellations less than 30 days before check-in date

The administration charge of £30/€35 will be applied in this case to cover the costs of booking & cancellation.

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10. If the cancellation terms and conditions are not considered acceptable the client is strongly advised to take out holiday cancellation insurance.

Period of Hire

- 11. Rentals for Villa Eterna commence at 4.00 pm on the day of arrival and terminate at 12.00 pm on the day of departure. Deviations from these times can be requested by e mail prior to the guests hire period. The Owners will confirm if the modified times are achievable.
- 12. The arrival time should be arranged in advance. The Client will recover the keys as indicated in the pre arrival instructions.
- 13. On Departure the Client will be asked to follow the departure instructions.

Garden & Swimming Pool Maintenance

- 14. Our Garden and Pool Maintenance Team visit the property regularly (usually early morning) to clean and test the pool and keep the garden spaces in order. They have keys and access to the outdoor spaces of the Villa.
- 15. In between visits the guests are free to clean the surface of the pool water (e.g. remove insects and leaves) with the pool net provided. The bottom of the pool will be vacuumed as required by the Garden and Pool Maintenance Team.
- 16. All other aspects of pool management (including water circulation, chemical dosing & monitoring) are managed by a combination of automatic processes and manual intervention (by the Garden and Pool Maintenance Team). It is strictly forbidden for guests to chemical dose or change settings in the Swimming Pool Pump House. Guests are asked to report observed malfunctions or problems directly to the Owners.

Right of Entry

17. Whilst respecting the reasonable privacy of the client, the owners of Villa Eterna reserve the right to access all the property at all times, if necessary, for repairs and emergencies.

Care of the Property

18. The client shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them in the same state of repair, condition, cleanliness and tidiness as at the commencement of the rental period.

Breakages or Damage

- 19. The client is required to inform the owner of any damage or breakage in or around the property promptly so that it can be repaired and replaced for the next client.
- 20. The client is bound to reimburse the owners for replacement, repair or extra cleaning costs where reasonably demanded by the owners for damage caused by the client. The cost of such incidents will be recovered from the Security Deposit (See Clause 6) and the balance reimbursed to the Client.

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Rules and Procedures

21. Clients are required to observe the rules and familiarise themselves with the procedures contained in the information folder provided in the property.

Smoking

22. Smoking is not permitted anywhere inside the Villa. It is permitted to smoke in all outside areas.

Pets

23. No pets are permitted.

Liability

- 24. The owners are not liable for any loss or damage to any client's property or any property belonging to a member of the client's party howsoever caused.
- 25. The client or members of his/her party cannot hold the owners liable for any personal injury/death howsoever sustained where the owners and/or their employees have used reasonable skill and care; and/or where caused by the fault of the person(s) affected or any member(s) of their party (including inadequate supervision of children); and/or where caused by the fault of a third party, and/or where caused by an event that could not have been reasonably foreseen or avoided.
- 26. Guests should take out adequate travel insurance to cover them in the event of such circumstances.

Webcams

- 27. Webcams #1 & #2 are external security webcams viewing the vehicle and pedestrian access to the property. Cars parked between the main entrance and the gate as well as people walking in and out of the house through the main entrance can be filmed and stored on our surveillance server. These camera have been designed to be permanently activated.
- 28. Webcam #3 Is an external webcam designed to monitor the condition of the swimming pool when the villa is **not** being rented. It has been designed to be switched off during occupation of the property in order to maintain the privacy of the Client or members of his/her party. A member of the Villa Eterna Team should turn the camera off before occupation. However the Client is urged to check that the camera is switched off. This is done by having the isolator switch below the window in the OFF position

Acts of God

29. The Owners cannot be held responsible for "acts of god" (e.g. natural disasters and other events out of our control). Guests should take out adequate travel insurance to cover them in the event of such circumstances.

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