

## **CASA GALESA RENTAL TERMS AND CONDITIONS**

**1. Contract of Hire:** All bookings accepted for the rental of our villa 'Casa Galesa' are subject to these terms and conditions which are deemed to have been accepted in full by the hirer and all persons in the party by signature on the booking form. Bookings can be made by telephone, email or from the website: [www.villa-to-rent-spain.co.uk](http://www.villa-to-rent-spain.co.uk) and would be deemed to be accepted provided that payment is made.

**2. Confirmation:** Your booking is only confirmed on receipt of your deposit as per clause 3 of these conditions.

**3. Payment:** Your booking must be accompanied by your deposit payment of 30% of the total. Confirmation will be sent by post stating the balance due date. The balance, without further notification, is to be paid a clear eight weeks prior to the arrival date together with the returnable damage deposit of £200 per booking. If your booking is made eight weeks or less before rental commencement date the booking form must be accompanied by full payment. If we do not receive the balance by the eighth week we may be entitled to cancel the booking without prejudice to our claim for cancellation charges, as in accordance with paragraph 4. Cheques should be made payable to 'Mr. Kelvin Chambers'.

**4. Cancellation by hirer:** All cancellations of bookings must be in writing and notified to and received by the owner of Casa Galesa eight clear weeks prior to the rental period. If cancellation is prior to this deadline all monies will be refunded less a £20 administration fee. If cancellation is less than eight clear weeks before the arrival date, the following costs are to be paid:

29 to 56 days before the start date - 50% of total cost

28 days or less before the start date - 100% of total cost

We will assist the hirer with the necessary insurance letter in the event of cancellation.

**5. What is included:** The villa rental price includes: the cost of water and electricity, linen and towels [but not beach towels], use of the villa, patio and graveled garden. A full inventory of equipment and utensils is available. A cool box and cool packs are available for use and can be taken out of the villa, however no other items are to be removed from the villa during your stay. Towels must not be taken to the beach.

**6. What is not included:** The villa rental price does not include any personal insurance, travel, transportation or airport to villa transport. Electricity costs will be passed onto the hirer for long-term lets.

**7. Occupancy:** Only persons listed on the Booking form may occupy the villa. The villa cannot be re-let/sublet to any other group/party without the written approval of the owners. Pets are not allowed. We do not accept animals at our villa. In the interests of the villa owners and our future customers, smoking is not permitted inside the villa. Casa Galesa is strictly a NO SMOKING AREA.

**8. Amendment charges:** In the event that you wish to alter details of a fully confirmed

booking, within the eight week period, there will be an amendment charge of £20 in addition to the increase, if any, in the cost of the revised arrangements. The £20 shall be automatically debited against the damage deposit. All alterations must be sent to the owners in writing.

**9. Hirer's Responsibilities:** The hirer is responsible for taking all reasonable care of the property and its contents. The property and all equipment, utensils, furniture etc. must be left clean and tidy at the end of the rental period. The hirer shall ensure that no member of the party engages in any activity in or around the villa which may cause offence to neighbours or pollution to the water or damage to the building - this includes unacceptable antisocial behavior. Also, to ensure that all rubbish is placed in the communal dustbins at the recycling area which will be notified to the hirer by our local representative.

**10: Damage to Villa:** Except in the case of normal wear and tear, the hirer will be responsible for making good any damage to the villa, or its contents, which has occurred due to negligence, willful damage or irresponsible behavior on the part of those occupying the villa, or their guests. Such damage must be reported, without delay, to our local representative, or directly to the owners of Casa Galesa. The cost of the repair or replacement must be agreed with and paid for. A deposit of £200 is held against damage to the property, furnishings or for excessive cleaning requirements. The owners of Casa Galesa reserves the right to charge any excess of this figure for damages sustained.

**11. Rights of Access:** The local representative or their subcontractors have the right of access to the property at any time with due regard to the convenience of the hirer for the purpose of inspection of the property and to carry out any essential repair or maintenance work.

**12. Responsibilities:** Neither the owners of Casa Galesa or the local representative can be held responsible for any circumstances beyond their control including, but not limited to, mechanical breakdown or failure of any public service supply. The hirer responsible for booking undertakes that no person will suffer anything to be done which would endanger the policy of the villa owner's insurers in respect of the villa and its contents which might make the same void or voidable.

**13. Injury and Damage:** We do not have any responsibility to compensate you for any personal injury, death, loss or damage of whatever nature suffered by you (or any member of your party) during the booking period. Holiday insurance is the responsibility of the hirer and it is recommended that an appropriate policy is in force for the rental period.

**14. Maximum Number of Persons:** Under no circumstances may more than the maximum number of persons specified on the booking form can occupy the villa except by prior written agreement with the owners of Casa Galesa. The owners or their local representative reserve the right to refuse admittance to the villa to the hirer and their party if they are in breach of this condition.

**15. Information:** All information supplied to the hirer is given in good faith and is based upon information available at the time. All reasonable measures have been taken to ensure

the accuracy of any statement made but the owners of Casa Galesa and their representative are not liable for any variation however caused. Our policy is one of properly planned maintenance and on-going improvement. Consequently our descriptions are updated periodically and we go to great lengths to ensure accuracy.

**16. Occupancy:** The villa will be available for occupation from 16.00 hrs on the day of arrival and must be vacated by 10.00 hrs on the day of departure. Booking periods run from Saturday to Saturday, although this can be changed subject to prior negotiations with the owner. Variations to this are for long lets and would be confirmed in writing. Unless agreed in writing, you must vacate the premises by 10.00 hrs on the last day of your rental period, in order to allow for the cleaners to attend and prepare for the next guest. Failure to vacate the premises could render you liable to extra costs should the villa not be made available for the next guest. Such costs as to administration and claims by other parties may be incurred and passed on to the hirer. It is therefore vital to check with the owners and obtain confirmation, that a late check-out can be accommodated by us.

**17. Keys:** Detailed instructions for key collection and directions to the villa will be sent immediately after receipt of the final payment.

**18. Complaints:** In the unlikely event that you have a complaint about our villa or its contents, whilst on holiday, it must be reported immediately to our local representative who will take all reasonable steps to resolve the matter. Neither the owners nor their representative shall have any liability for any complaint submitted after the completion of the hire period.

**19. Force Majeure:** We regret we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented or affected by 'force majeure'. In these 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, technical problems with transportation, closures of ports and ferries, quarantine, epidemics, weather conditions, government action or other events outside our control.

**20. Law & Jurisdiction:** In the event of a dispute concerning the terms of the contract, which is governed by English law, will be dealt with only by courts in England and Wales.

**21. Alterations & Cancellations by us:** In the unlikely event that our villa becomes unavailable, due to circumstances beyond the control of the owners, then the hirer will be offered alternative accommodation or a full refund. In the event that no suitable accommodation can be offered then a full refund of the villa rental will be refunded. Any refund is restricted to villa hire cost and we are not liable for any cancellation charges for travel arrangements etc.

**22. Insurance:** The villa hire cost does not include any personal insurance cover. It is a

condition of booking that insurance is taken out against cancellation. It is strongly recommended that personal accident and medical insurance is also taken out.