

Los Cipreses

Terms and Conditions

1. Booking Form

A booking form will be sent to the party leader to complete and return. This will be sent with a copy of these Booking Terms and Conditions. A booking cannot be accepted until a completed booking form has been received and accepted by the Owner or person dealing on behalf of the Owner. Accommodation is for the use of the named guests only on the booking form including any guests that will stay for a shorter time than the rental period. In addition, the property cannot be sub-let or assigned in any way. Any additional guests may be subject to a supplement.

The booking form can be accepted by email. Upon receipt of the booking form, confirmation of the booking will be emailed to you. However, please note that we reserve the right to decline the booking should the group not be of a responsible age for the property or the property is not suitable to accommodate everyone in the party. In all cases the lead party member must be over 25 and accept these conditions on behalf of all persons named on the booking form, and agrees to keep all members of the party informed of all matters relating to the rental.

Once the initial deposit or full payment has been received, along with acceptance of the booking form, you will receive an email confirming the Booking. The contract between us will only be formed when you receive acceptance of the booking form; you will receive an email confirming the Booking.

If the property is going to be used for any sort of celebrations, functions etc such as weddings, and hen/stag parties in particular, then this must be disclosed prior to us accepting the booking.

2. Arrival and Departure times.

Unless otherwise agreed you can arrive at the property after 16:00 hours on the start date of the rental period and must leave by 10:30 hours on the last day of the rental period. You will be greeted at the property for hand over of the key unless otherwise agreed. Should you wish to arrive earlier or stay longer, this will be subject to availability of the property and, if possible, will be agreed prior to your arrival.

Once the full payment has been received you will be sent full details of the property address, arrival instructions, key collection instructions and a contact number. We will provide you with a greet time at the property for the key handover.

3. Payment

When you book the accommodations an initial booking deposit of 30% of the rental cost must be made at the time of booking. Once this payment has been received it is non refundable if you subsequently cancel for any reason. Full payment of the rental fee plus the damage deposit is required if you book less than 8 weeks before the start of your holiday.

The balance due must be received no later than 8 weeks before the start of your holiday, however, if we do not receive the balance payment due in full and on time we reserve the right to treat the rental period as cancelled by you. In this case cancellation charges (see section 6) will apply.

The price of the accommodation includes clean linen and towels on arrival, with a weekly linen change for bookings over 14 days. Please note that if you are paying in a currency other than GBP Sterling then you are responsible for any bank charges incurred.

4. Damage Deposit

A Damage Deposit of £300 will be requested when the balance payment is due. If the holiday is for a longer period then the Damage Deposit may be increased. Providing no damage is caused during your holiday the Damage Deposit will be transferred back to you within 5 working days of receipt of your bank details.

Any damage caused to the property during your stay must be notified to us immediately so that it may be quickly rectified. Damage discovered after the end of the letting period will be notified to the party leader and a claim against the Damage Deposit will be made. Should you fail to vacate the property at the specified times or if abnormal cleaning is required then this is also chargeable against your Damage Deposit. The amount charged will be the cost of returning the property to the condition in which you found it on arrival.

5. Cancellation by you

If you wish to cancel your booking in full or in part, please confirm by email.

A cancellation can only be accepted from the lead member of the party. The cancellation will be effective from the date the cancellation instruction is received. The cancellation charges set out below in condition 6 will be payable, and are based on the expenses and losses suffered by us as a result of cancellations. You remain responsible for the total cancellation charges of the booking and all outstanding balances must be paid in full.

6. Cancellation charges

More than 8 weeks before the rental period commences within which notification is received by the party leader – full retention of the booking deposit paid irrespective of when you booked the property, the amount paid or the reason for cancelling.

8 weeks or less – full retention of the rental amount paid.

If any extras have been paid for that have already incurred costs then these will be deducted as well.

The damage deposit is fully refundable.

7. Cancellation or changes by the Owner

We do not expect to make any changes to your booking, but occasionally problems occur and bookings have to be changed or cancelled. If this does happen, we will contact the party leader as soon as is reasonably practical, explain what has happened and inform them of the cancellation or change.

If a significant change has been made or your booking has to be cancelled, we will offer the party leader the option of:

a) Accepting the changed arrangements

b) Cancelling your rental period with a full refund of payments.

In the unlikely event that the party leader fails to tell us that you wish to accept the change, we are entitled to cancel the booking and refund all monies paid.

A compensation payment is not payable and liability can be accepted by the Owner if we are forced to make a change or cancellation as a result of unusual and unforeseeable circumstances or events beyond our control, to which consequences could not have been avoided even with all due care. This includes the rental period.

8. Circumstances beyond the control of the Owner

Where a cancellation or major change is made as a result of Force Majeure we cannot pay any expenses or costs you incur as a result. Minor changes are not eligible for compensation and do not entitle you to cancel without paying cancellation charges. By way of an example, Force Majeure includes fire, flood, terrorist attack, exceptional weather conditions, epidemics, destruction or damage of the property by another cause (other than negligence by the Owner) and all similar situations.

In addition we can not be held responsible for any disruption to the supply of utility services such as electric, water, the cleaning of the swimming pool during your stay or maintenance of the garden. This includes any works being carried out by 3rd parties close or near to the property over which the owner has no control.

9. Alternative rental arrangements during your stay

If, as a result of cancellation or a significant change during your stay by the Owner, you rent alternative accommodation we will refund the difference (for the cancelled period) in price if the alternative accommodation is less expensive. If, however, you rent alternative accommodation which is more expensive, we will not arrange to pay the difference.

10. Your responsibilities

You and all members of your party are responsible:

a) For the property and you are expected to take reasonable care of it, leaving the property in a clean and tidy condition, similar to how you found it on your arrival.

b) For ensuring the accommodation is suitable for your requirements having read the advertisement. It is important to disclose information such as disabilities, special needs, any special celebrations or functions that will be organised in the property, prior to the booking so that we can assist you with the suitability. Please ask any additional questions concerning any extra requirements you may have, eg for infants or special sleeping arrangements.

c) For any damage to the property, its contents or to any Third Party visiting the property, which is caused by you, a member of your party or any person you invite to the property. We strongly recommended that you take out personal insurance which provides personal liability protection.

d) For allowing the Owner and any representatives of the Owner access to the property at any reasonable time during your occupation of the property (except in cases of emergency or where a problem arises which needs to be dealt with quickly and you are unable to be contacted)

e) For arranging your own Personal Travel Insurance so as not to claim on the Owner's insurance in the event of cancellation, theft, loss of luggage etc.

f) For any charges relating to transfer or cheque payments in respect of the rental charge or damage deposit normally incurred by your bank if your home country has a different currency to GBP Sterling.

g) For informing us of any damage caused to the property at the time it happens and prior to your departure.

h) For contacting the Owner or his representatives during your stay should you experience a problem in relation to the property.

i) For ensuring that any facilities such as air-conditioning, swimming pool etc are used in accordance with the operating instructions as per the information pack which is available at the property, and which should be read on your arrival. This also includes any instructions given verbally on arrival, at the booking stage or during your stay at the property.

j) To respect others in the area and the community rules, i.e. no excessive noise during siesta time, 15:00 – 17:00, and at night from 23:00 until 10:00, or play excessively loud music or making an unreasonable level of noise at any time during your stay that may annoy neighbours.

k) To agree and comply with the regulations set out in any property manual provided to you and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of the party.

11. Owner responsibility

We endeavour to offer you prompt assistance should you or any member of your party find yourself in difficulty whilst renting the villa.

If there are any problems with the property during your stay our contact number is readily available in the information pack provided. Naturally we will try to resolve any problems over the telephone without the need for a visit to the property.

12. Party Size

We reserve the right to refuse admittance should the maximum occupancy be exceeded or there are guests staying that are not included on the booking form. We do not allow tents or caravans in the grounds. You cannot take pets into the property unless this has been agreed in advance and is shown on your booking confirmation. If you allow additional guests to stay for any period without prior agreement or notification then we reserve the right to withhold the damage deposit in full and/or ask for an additional rental payment or ask you to leave.

If you subsequently wish to increase the number of guests staying on the booking form, we require this in writing and will confirm any additional costs providing this does not exceed the maximum occupancy of the property. All guests will be checked in on arrival.

13. Breach of the conditions

If you breach any of the conditions we can refuse to hand over the property to you, or can repossess it or withhold the damage deposit. If we do so this is treated as a cancellation by you. No refund of any monies you have paid in respect of your booking will be made. In this situation we are not under any obligation to find any alternative accommodation for you.

14. Complaints

We do not wish to have any unsatisfied guests and we consider it part of the rental contract to be given the opportunity to put right any grievances you may have whilst at the property. In the unlikely event that you are dissatisfied, you must in the first instance contact us directly so that any problems can be resolved. It is often extremely difficult to resolve problems properly unless we are promptly notified. In particular complaints of a transient nature cannot possibly be investigated unless they are notified while you are still in residence.

If, after this you feel that the problem has not been resolved to your satisfaction, then you must, within 28 days of the end of your rental period, put your complaints in writing via email. This will then be investigated and rectified. Any request for compensation is not an immediate entitlement and the decision is at the discretion of the Owner to assess the appropriateness.

Please note that complaints must be reported to the Owner or his representatives, not any third parties. You will be provided with a contact at the time of booking. Complaints during your stay must be reported by phone or email. Complaints cannot be dealt with by SMS Text.

We encourage and welcome any feedback you may have after your stay. Any negative feedback will not be treated as a complaint but will be considered for improvement by the owner.

We cannot be held responsible for unforeseen construction work in the vicinity of the property. Although we are very sympathetic under these circumstances, we have no power to stop construction work and, as such, cannot be held liable.

In the event that your complaint is not upheld by the Owner then the rental contract will be governed by Spanish law and is subject to the exclusive jurisdiction of the courts of Spain.

15. Website information

Were any reference is made to local public services, these are intended for the clients convenience and we are unable to accept responsibility for the non-availability of these public services. All distances mentioned are approximate and driving times are a guide and may vary subject to road conditions and volumes of traffic. These conditions will prevail where there is a discrepancy with any other information detailed on the website.

16. Liability

the Owner shall have no liability for any death or personal injury, unless this results from the negligence of the Owner, or that of any employee of the Owner, (providing they were at the time acting in the course of their employment). You must take all necessary steps to safeguard your personal property. The Owner shall have no liability in respect of damage to, or loss of, such personal property.