

## **TERMS AND CONDITIONS OF HIRE FOR VILLA RENTAL**

In all cases below The Owners refers to S.C. & L.A. Law, Sunways, New Road, Alderminster, CV37 8PE

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

All bookings are accepted by the owners and are subject to these conditions which are deemed to have been accepted in full by the hirer and all persons in the party. Bookings can be made by fax, email or through the website and would be deemed to be accepted once payment is received by us.

### **2. Deposit**

A deposit of 30% of the total cost is required to secure your booking. Your booking must be made by fax, email or through the website and will be held provisionally for five days or until the full deposit is received by us, whichever is sooner. If your booking is made twelve weeks or less before the hire commencement date it must be accompanied by full payment. Should we not receive your payment within five working days then your provisional booking will be released. All payments shall be made by electronic bank transfer.

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

Your booking is only confirmed on receipt of your deposit and confirmation will be sent to you by either email or post stating the balance cost and due date without any further reminder for further payment.

### **4. Final Payment**

The balance will be paid a clear twelve weeks prior to the hire commencement date by electronic bank transfer. If your booking is made twelve weeks or less before the hire commencement date it will be deemed provisional for five days or until full payment is received, whichever is sooner. If we do not receive the balance by the eleventh week prior to your rental commencement date, we shall be entitled to cancel the booking without prejudice to our claim for cancellation charges, in accordance with paragraph 6.

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

All payments prior to your arrival date shall be paid either via PayPal in Euros, or by electronic bank transfer from your bank to our bank in Spain in Euros. Bank account details will be provided at time of booking. You will be liable for all currency conversion costs or costs of transfer.

Payments made during the villa hire period shall be paid in cash in Euros to the relevant person.

Payments due to you by the owners, e.g. refund of the damage waiver will be refunded to you by cheque in UK Pounds unless previously agreed otherwise.

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

All cancellations of bookings must be in writing by post or fax and notified to and received by the owners no later than twelve clear weeks prior to the rental commencement date unless otherwise agreed in writing. Cancellation will become effective from the date we receive it in writing.

All cancellations are subject to a charge payable by you, this is expressed below as a percentage of the total holiday price, as follows:

Period before rental commencement date when your cancellation notification is received  
Cancellation charge as a % of total rental cost  
84 days or more Deposit only  
83 to 61 days 30%  
60 to 31 days 65%  
30 to 16 days 90%  
15 to 0 days 100%

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

In the unlikely event that your villa becomes unavailable due to circumstances beyond the control of the owners, the hirer will be offered a full refund. Any refund is restricted to the villa hire costs and we are not liable for any cancellation or administration charges for travel arrangements, etc.

### **8. Amendment Charges**

In the event you wish to alter details of a fully confirmed booking within the twelve week period, there will be an amendment charge of £25 per change in addition to any increase, if any, in the cost of the revised arrangement. Confirmation of the amendments must be sent by you to The owners in writing by fax or email.

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

The villa rental includes the cost of a weekly delivery of linen and towels, water, electricity, gas, maintenance of swimming pool and garden. A full inventory of equipment and utensils is provided in the property. Any defects or deficiencies must be reported within 48 hours of your arrival. After this time it will be assumed that everything is in order.

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

The villa rental prices do not include personal insurance, travel, transportation, airport transfers, full resort representation or mid-stay cleaning of the villa.

### **11. Occupancy**

Only persons listed on the booking form may occupy the villa. The villa cannot be re-let or sublet to any other group/party or individual without the written approval of the owners.

Under no circumstances may more than the maximum number of persons specified in the villa description, or booking form, occupy the villa except by prior written agreement. The owners, or their representatives, reserve the right to refuse admittance to the villa to the hirer and their party if they are in breach of this condition.

Generally we do not accept animals to the villa. However, there may be certain exceptions, please enquire. In such cases you must obtain written permission from the owners.

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

The hirer is responsible for taking all reasonable care of the property and its contents. At the end of the hire period, the property and its contents, including all equipment, furniture, utensils, etc must be left clean and tidy which includes the crockery and cutlery cleaned and stored in the appropriate cupboards and ensure that the cooker and fridge are clean. The hirer shall ensure that no member of the party engages in any activity in or around the villa and swimming pool which may cause damage, offence to the neighbours, pollution to the water or damage to the structure or filtration equipment, this include unacceptable anti-social behaviour. The hirer shall also ensure that the barbecue is cleaned and that all rubbish is cleared away from the property and placed in the communal dustbins.

## **13. Damage to Villa and its Contents**

The hirer will be responsible for making good any damage to the villa or its contents, except in the case of normal wear and tear which has occurred due to negligence, wilful damage or irresponsible behaviour on the part of those occupying the villa or their guests. Such damage must be immediately reported to The owners. The cost of the replacement or damage must be agreed with and paid for by the hirer. A figure of €150/£100 is held against damage to the property, furnishings or excessive cleaning requirements.

## **14. Rights of Access**

The owners, their representatives or their sub-contractors have the right of access to the villa at any time with due regard to the convenience of the hirer for the purpose of linen changes, inspection of the property and to carry out any essential or routine repair or maintenance work.

## **15. Responsibilities**

Neither the owners or their representatives can be held responsible for any circumstances beyond their control including, but not limited to, mechanical breakdown, illness, emptying of swimming pool for necessary maintenance, 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.

## **16. Injury and Damage**

We do not have any responsibility to compensate you for any personal injury, illness, death, loss or damage of whatever nature suffered by you, or any member of your party, during the booking period or thereafter.

## **17. Accuracy of Information**

We always take a great deal of care to make sure that the information and photography contained in any literature or on our website is correct. However our villas is privately-owned and therefore from time to time owners may make changes in their home to details like decoration, furniture and fittings. All information supplied by the owners is given in good faith

and is based upon information available at the time. All reasonable measures have been taken to ensure accuracy, but the owners and their representatives are not liable for any variation however caused.

## **18. Villa Arrival and Departure Times**

The villa will be available for occupation from 5.00pm local time on the day of arrival and must be vacated by 10.00am on the day of departure. Booking periods run from Friday to Friday. Variations may be made to this in low season.

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

Detailed instructions for key collection and directions to the villa will be sent immediately after receipt of the final payment, together with a local contact telephone number should you have any problems whilst at the villa.

## **20. Complaints**

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

## **21. 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.

## **22. Law and Jurisdiction**

This agreement shall be governed by the laws of England to which both parties expressly submit.

## **23. Insurance**

The villa hire cost does not include any personal insurance cover of any kind. It is a condition of booking that insurance is taken out against cancellation and it is strongly recommended that personal accident and medical insurance is also taken out.