Villa Mimosa - Terms and conditions of rental

Definitions

We and us and our mean or refer to Graham and Julie Smith, being the owners of the villa

Villa and Villa Mimosa each mean that property situated at C/Penyes Roges 22, Orba 03790, Alicante, Spain which is offered for rental

You and your mean or refer to the person who makes the booking for the villa

Generally

1. Villa Mimosa is a privately owned villa offered by us for holiday rental. It is not trading as a business.

Your responsibilities

2. You must pay the amounts due on the dates agreed.
3. You must take reasonable care of the villa and its contents and not cause any disturbance to the neighbours.
4. You must check and report inventory shortages or damage, or visible damage to the Villa, to the managing agent in Spain within 24 hours of arrival; otherwise you will be responsible for loss or damage.
5. Any damages caused by you must be replaced or paid for.
6. The villa must be secured when unattended with all security gates shut and locked; all shutters down; and all doors locked and deadlocked.
7. You are responsible for supervision of children and any other vulnerable people at the Villa, especially in and around the swimming pool.
8. It is your responsibility to ensure that the villa is suitable for your needs.

Information and Privacy

9. To process your booking we may have to disclose your personal data to third parties. This may include providing your booking details to our local managing agent in Spain so that they can provide you with the services you require. We will not otherwise divulge any information provided to us.
10. Information on the Villa Mimosa website is believed to be accurate but we offer no warranty in this respect. If any specific requirement is of particular importance to you please request clarification from us.
11. For your convenience, we include links to other websites on our website. Any linked websites are operated by third parties and are not within our control. You agree that we shall have no liability with respect thereto.

Bookings and payments

12. Bookings made or orders placed by you, whether through the Villa Mimosa website or otherwise, shall be deemed an offer by you to rent the villa subject to these terms and conditions.
13. You accept these terms and conditions on behalf of all members of your party and you are responsible for all payment due from the party.
14. By making a booking with us you warrant that you are at least 18 years of age and you have read these terms and conditions and agree to comply with them.
15. By making a booking you agree to pay the deposits and balances due on the dates specified. The first payment falls due with your booking, and consists of 25% of the total rental by way of booking deposit. The balance, plus a security deposit of £200 / €300, is due 8 weeks prior to departure. If your booking is made less than 8 weeks prior to departure, the total amount plus the security deposit is payable with your booking.
16. Your security deposit will be held by us in a separate account until the keys are received back, and our local representatives have checked the villa and its contents for damage or losses. The costs of making good any losses or damage will be deducted and the balance returned.

Changes and cancellations

17. You must notify any change or cancellation request in us in writing, to the address provided to you on your booking form.
18. If you wish to change your booking, we will endeavour to satisfy your requirements, but this cannot be guaranteed. If we are unable to meet your changed requirements you will have the option of cancellation (subject to the provisions of the cancellation clauses) or holding the original booking.
19. Cancellation by you. If you need to cancel your booking, your deposit is not refundable. If cancellation is received by us within 8 weeks of departure, the full balance becomes due. The balance will be refunded as long as we can re-let the villa at the same rate otherwise a matching deduction will be made. If cancellation is received by us within 14 days of departure, no refund will be made. Your security deposit will be returned in full on receipt of any keys issued and satisfactory inspection of the Villa and inventory.
20. Cancellation by us. In exceptional circumstances we may cancel your booking. In this unlikely event you will be offered the choice of any available alternative date of your choice, with adjustment either way of rental charges, or of receiving a full refund of all monies paid.

Occupancy

21. The maximum occupancy is six persons, plus one or more infants in cots.
22. Over-occupancy, sub-letting, sharing and assignment of the villa is prohibited.
23. Smokers are welcome to stay but smoking is prohibited inside the villa.
24. No pets or animals are allowed.

Arrival and departure times

25. Arrival time is any time after 4pm on your day of arrival.
26. The villa must be vacated by 10am on the day of departure. This enables the villa to be cleaned for the next occupants.
27. If the changeover rental period permits, guests may be able to stay later than 10 am but this must be pre-arranged with us.

Cleaning

28. The villa is fully cleaned and prepared before your arrival and again on departure.
29. If you are staying for two weeks or longer we can arrange an additional clean if required mid-way through your stay. This must be requested at booking time, and will be charged separately and added to your account.
30. If you wish to organise additional service during your stay please contact our managing agent who will endeavour to assist. Additional charges may apply and must be paid by you locally.

Problems

31. Should a problem arise during your stay it is imperative that our managing agent in Spain be notified immediately so the problem can be rectified. You should also let us know as soon as possible.
32. Although we use all reasonable endeavours to ensure the accuracy of all information provided and the quality and facilities of our villa, we do not accept liability for any problems that occur while guests occupy the villa.

Exclusions

33. We take no responsibility for matters beyond our control, including but not limited to war, civil unrest, terrorist activity, industrial disputes, disruption of water or electricity supplies, bad weather conditions and other circumstances which we could not foresee or avoid even with all due care.
34. Travel insurance is not included. We strongly recommend that you purchase travel insurance to meet your own requirements.
35. Transfers to or from the airport are not included or provided with the rental price. We recommend car rental.

Supply disruption and building works

36. There may be disruption to the water or electricity supply from time to time. Such disruption is usually brief and we would ask for your understanding. Long disruptions should be reported to our managing agent in Spain.
37. Development in the area is almost complete but there may be occasional small-scale works going on in the vicinity.
38. There may be occasions when villa facilities are temporarily unavailable, e.g. a blocked toilet, failed domestic appliance, the swimming pool may need maintenance, filters changed or there may be water or power shortages at periods of high demand. The authorities may give permission for services to be stopped/turned off, without prior warning, so that a particular task can be carried out. You agree that we shall have no liability with respect thereto.

Law

39. Any contract made under these terms and conditions will be subject to English Law and Jurisdiction.