

TERMS AND BOOKING CONDITIONS

The Property 'Casa Luca' 15 Rincon Del Golf, Avenido Del Golf, Riviera Del Sol, is owned by and offered for rental by Rick Martignetti ("The Owner") to the renter ("The Holidaymaker") under the following conditions.

PRICES

All prices quoted are per house per week or per person. A Breakage and Key deposit of £300 is paid with the final balance. This will be refunded on return of the keys, and provided the house is left as found.

COMMUNITY RULES

The Community has its own rules, if breached the President reserves the right to impose fines up to 100 euros for a breach, any fine will be deducted from a renter's bond.

KEYS – there are 2 sets of house keys & 6 keys on each

- Front door key
- Basement door key
- Pedestrian Gate key
- Back patio Recker key
- Safe key
- Emergency Electric Gate Key

EMERGENCY GATE KEY

If the Electric Gate does not work with the remote follow these procedures;

- Contact the owner by email and text, rick0078.martignetti@gmail.com and 07495 516 285
- **Resist the initial thought to manually pull the gate**
- Locate the electric gate key, kept on each bunch & spare in the key box
- Pull open the white plastic cover to the left
- On the side of the electric box insert the key and turn to the left
- A lever will come out
- Pull the lever out to the left completely, with the key in the box
- Slide the gate to the right manually, leave the Gate open!

Leave the gate open on manual, the owner will report the matter to the Community President

TV

The TV should be pre-set to the Internet Wikiker channels, if not follow these steps.

Using the Samsung remote switch the TV on, red button. Then hit 'source', top right-hand button, select 'TV'. There are approximately 200 hundred channels, select 'Guide' to select channels.

PAYMENTS

A contract only comes into existence when we have received payment together with a signed Reservation Form and have issued a written (email) confirmation of booking. If payment is not received on the due date, the owners reserve the right to treat the booking as cancelled by you and the dates will be offered to other interested parties. It is advisable to take out adequate insurance to cover any loss or damage you may incur.

OCCUPANCY

The number of persons using the property must not exceed the numbers agreed and the owner cannot accept more people than the maximum number advertised. If it is found that more people than agreed are using the property, this will be considered breach of contract and the holidaymakers will be asked to leave immediately without any refund or return of security bond.

TOWELS

A single bath towel is provided per person, these are not to be used as beach towels which you must provide yourself. In the event any towels are missing or damaged we reserve the right to deduct an appropriate amount from the security deposit.

CANCELLATION BY YOU

If we receive notice of cancellation less than 60 days before your holiday start date, you will be charged the full amount.

We strongly advise you to take out adequate insurance to cover this eventuality, we advise taking a 'Cancel for Any Risk' policy. Please inform us immediately by telephone and confirm your cancellation in writing. If after we have issued a Booking Confirmation, you wish to alter your booking, please let us know immediately. We will endeavour to accommodate you, but this may not be possible.

SECURITY DEPOSIT

The security deposit of £300 is held in the event of damages, breakages, loss of property e.g. keys, but also on the event of excessive cleaning costs. By this we expect the property to be left relatively clean & tidy, essentially as found, all garbage should be taken out, all kitchen utensils are washed and tidied away. Where not, an appropriate levy will be made before returning the security deposit.

CANCELLATION BY US

In the unlikely event that we have to cancel your booking or there are major changes to it due to matters beyond our control which are not covered below, we will advise you as soon as possible and will endeavour to offer you suitable alternative accommodation. If this is not possible or you do not wish to accept the alternatives offered, we would give you a complete refund of all monies paid by you.

ARRIVAL AND DEPARTURE

The property will be available to you from 4pm on the day of your arrival until 10am on the day of your departure. Changeover days are on Saturday unless otherwise agreed. The property is cleaned before letting; however, you are responsible for keeping and leaving the property in a clean and tidy condition.

If you are not happy with the condition of the property on arrival please let us know immediately, such that we can correct the position before your stay commences. If we do not hear on arrival, for the purpose of the contract we will assume you are happy with the condition of the apartment.

We will not under any circumstance provide photographic evidence following your departure. Please ensure you leave the property in a clean and tidy condition; the House Keepers and owners say will be final on this matter.

FORCE MAJEUR

We cannot accept liability in any circumstances where performance of the contract is prevented by reason of: War or threat of war, riots, civil strife, terrorist activities, industrial disputes, natural or nuclear disasters, fire, flood or adverse weather conditions, acts of God, closure of ports or airports, epidemics, government action or any similar events outside our control.

It needs to be considered by the guests that Spain is a hot country and you can get extreme temperatures in the summer months. Please take this into account particularly for the young and elderly.

In the event of a loss of services e.g. internet, TV, air-conditioning, electrics etc., every effort will be made to restore such services as soon as practicably possible. Guests should be aware that Spain is not like their own country, it can take time particularly in August when most of Spain will close down commercially for the summer.

We will endeavour to resolve any such issue as soon as possible, and the owners retain rights of access at all such times.

It will not be possible to offer alternative accommodation but we will endeavour to mitigate any such event, e.g. by providing fans should the air-conditioning break down.

COMPLAINTS

If a problem arises, please notify the owners immediately. No complaint will be entertained unless it is raised with the Owners or Owners representative before the property is vacated and confirmed in writing within 7 days of the end of your holiday. We reserve the right to terminate a booking at any time if any of these conditions are not met in full and you will be asked to leave the property. Please check all details of your booking confirmation carefully.

Should the holidaymaker not wish to accept the above terms and conditions, he should write to the owner within two weeks of the deposit being paid in which case a full refund will be made. If such request is not made within two weeks it will be deemed that the holidaymaker has accepted the above terms and conditions

Under no circumstances shall the Owners liability to the Holidaymaker exceed the amount paid to the Owner for the rental period. English Law shall govern this contract in all its aspects.