

## TERMS & CONDITIONS

### **Your contract**

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party, the terms of these booking conditions. You must be at least 18 years old to make a booking with us. Your contract is with the owner of the property and is made once your deposit has been processed and a confirmation has been emailed to you.

### **Included in the quoted price**

Included in the quoted price is the accommodation, as confirmed on your Booking Confirmation for the people named on the booking form, in the property specified, including local taxes, gas, water, electricity and service charges. Also included is bedding, towels and tea towels. (YOU MUST PROVIDE YOUR OWN POOL/BEACH TOWELS), Weekly laundering of household linen for rentals of two weeks or more. For bookings of less than 14 days, you may request a linen change at a rate of €10 per head, which is payable locally. *Where beach towels are provided, these will be laundered at the end of the tenancy, it is the client's responsibility to launder during the holiday.*

**During your stay you will be able to contact someone from HMR Villa Services 24/7 but we would respectfully request that you do only contact us outside of office hours in the event of an emergency.**

### **Not included in the quoted price**

Travel insurance, which is compulsory, transportation to and from your accommodation, beach / pool towels (unless otherwise specified), other items & services described as extras in the villa information section.

### **Payments**

Payments can be made by Credit Card ( 1.5% surcharge Visa or MasterCard), or by bank transfer (transfer fee to be paid by sender) , PayPal ( 3.4% surcharge) or cash. A deposit of approximately 30% is required in order to confirm your booking, with the balance due 8 weeks prior to your holiday commencement date. If you fail to pay in full 8 weeks prior to your departure date, we reserve the right to cancel your holiday and you will lose your deposit. All credit and debit card payments will be processed in Euros at the exchange rate on the date of transaction.

If you book within 8 weeks prior to departure this will be classed as a late booking and we must receive full payment for your holiday before we can confirm your booking.

### **Confirmation**

Please check your confirmation and all other documents you receive from us, immediately on receipt. You must contact us straightaway if any information appears to be incorrect as it may not be possible to make changes later. We are responsible for providing the holiday we have confirmed to you. If you cancel or alter your booking later on, you may have to pay an amendment charge or it may not be able to rectify your booking.

### **Arrival and Departure times**

We do our best to accommodate arrivals at any time and settle you in as quickly as possible. Officially the rental period commences at 16:00 on the day of rental and terminates at 10:00 on the day of departure. However, we do try to be as flexible as possible and allow access as soon as the property has been cleaned and prepared. Clients departing on later flights may be able to extend their stay after 10:00 depending on the arrival time of incoming clients (who always have priority) and our cleaning schedule.

## **Your Guests**

The villa you have rented is reserved exclusively for the use of the people named on your booking form and no other persons are permitted to stay at the accommodation unless this has been agreed with us in writing and appropriate payments made (if applicable).

## **Your Accommodation**

We have gone to great lengths to ensure that the descriptions of properties are faithful and honest. We have inspected and evaluated all the properties on our website and believe all descriptions to be accurate. All properties are carefully inspected at the beginning of each season and are equipped with sufficient furnishings and facilities for your holiday. Please note however that all of our properties are privately owned, and furnished to the owner's individual tastes. For this reason, standards do vary and we cannot guarantee that lounge furniture, sun beds or dining table space will be sufficient for ALL guests to sit or lay at exactly the same time. Bed linen and towels are also provided by the owner and again, whilst they will always be freshly laundered, may differ in quality.

There are widely varying standards in terms of electrical fittings, plumbing, ventilation, decoration and building requirements, although properties conform to local building standards. Many properties have septic tanks and not mains sewerage, and occasionally an odour may be noticeable. Furniture may be old, the décor may not be to your taste and mattresses may not be as comfortable as your own. Many houses are shut up during the winter months and therefore may appear musty on arrival. If your property is particularly old or rustic be prepared for patches of damp or cracks in the plaster. Please note, it is the requirements and standards of Spain which make up your holiday are provided which apply to those services and not those of the UK. Clients must take all reasonable precautions to protect themselves whilst on holiday. In certain respects, Spain's safety standards may be lower than those of the UK or your home country.

You may find that previous guests or the owners themselves may have left washing up liquid, washing powder, cloths etc. this will vary from property to property but in the main you will be expected to provide basics such as toilet rolls, cleaning materials, cooking basics, bin liners, etc.

***Remember that you are staying in someone's private property. Treat the accommodation and its furnishings and fittings respectfully.***

## **TV in Spain**

Whilst most of our properties provide Satellite TV, please be aware that here in Spain we are on the edge of the "footprint" for satellite reception and some areas will have better/worse reception than others. This means that some channels will fade/disappear early or mid-evening. This is not a "fault" but a fact of life for Satellite TV in Spain. Basically, TV is not the same here as in your home country, it is far more difficult to receive favourite channels here.

## **Conditions in Spain**

Insects (including stinging/biting insects), spiders do find their way into properties. Spiders can produce webs within 12 hours, and this does not indicate poor cleanliness. These are local prevailing conditions totally outside our control for which we cannot accept any liability. Cuts in water and electricity supplies may occur at any time without warning. Electricity supplies cannot always support several appliances being used simultaneously, and may fail if overloaded. In some areas barbecues are forbidden, swimming pools and gardens do have to be maintained and this may occur during your stay. Notice of fêtes, festivals and local celebrations or events is not automatically given and may result in increased levels of traffic and subsequent noise. Building or road works may take place in the vicinity of the property. We cannot accept responsibility for noise or disruption caused by any of these events

### **Privacy**

The term “private pool” means that the swimming pool is for the exclusive use of those staying at the property where the pool is situated, and it is not a “communal pool” which is one that is shared by a number of villas. Complete privacy is a very different issue. In some properties, terraces and pools may be overlooked and if complete privacy is important please state at the time of booking and we can advise on appropriate properties.

### **Swimming pools**

Swimming pools are great fun and few people would choose a holiday villa/apartment without one being available. However, they are an obvious source of danger especially for young children. We cannot accept any liability whatsoever for any injury or death caused as a result of using the swimming pool in any holiday villa/apartment. You are strongly advised never to allow children to use the swimming pool unsupervised below the age of 12.

If you are staying in a property with a pool, sun tan creams, deodorant, hair spray etc can have a very detrimental effect on the chemical balance of the pool and if you are not showering before use this can turn your pool green and/or cloudy very quickly and can result in the pool being out of use for up to 48hrs whilst the balance is restored and the water cleared.

If you are staying in a property with a communal pool, please read the RULES of the pool area on arrival and note times of use. None of the holiday rental apartments on our website are supervised by a life guard.

### **Foldaway beds**

A fold-away bed, linen and towels for additional guest(s) can be hired in some villas. The maximum number of guests permitted is clearly stated on each villa description. i.e. where the numbers state 'Sleeps 6 + 1' then one additional guest is permitted but a bed must be hired for the additional guest.

### **Cots and high chairs**

Cots and high chairs are available for infants under two years old at the end of their holiday. If you require a cot or high chair, please advise us at the time of booking in order that we can ensure it is at the villa on your arrival. Rental prices are 25€ euros per week per cot or high chair and are usually payable by the customer in advance. For some villas you may be required to pay locally in cash for extra items hired.

### **Disabled Visitors**

Unfortunately some properties are unsuitable for disabled persons due to access and layout. Please ensure that you enquire about the suitability of each property before booking.

### **Pets**

Pets are not permitted under any circumstances due to the fact that on-going clients may have an allergy to animals and in accordance with current regulations. Additionally clients are requested not to feed or allow stray cats or dogs inside the property. Failure to comply with the above could cause the cancellation of the rental contract and/or the cost of cleaning and sterilizing the property.

### **Alterations and Cancellations**

Should a cancellation be necessary by the client, then your deposit will not be returned. Should a cancellation occur after the total balance has been paid, then the charges below will apply:

Where you wish to alter your booking (ie. villa or dates, holiday duration) we will do our best to accommodate your request. If we cannot meet your altered requirements and you wish to cancel your holiday then you may make a cancellation – your deposit will not be returned

In case of cancellation by the client the following conditions will apply

42 – 55 days - owner will refund 50% of balance payment.

41 – 28 days – owner will refund 30% of balance payment.

Less than 27 days – NO REFUND.

\*\* Any cancellations should be covered by your holiday insurance but it is important that this is purchased at the time of booking. When arranging insurance please make sure that you have sufficient "ground cover" in order to secure the rental element.

### **Change and Non Availability of accommodation**

Alterations by us – In the unlikely event of us having to alter your accommodation booking for reasons beyond our control, we reserve the right to do so. We will automatically endeavour to resolve the situation by offering alternative accommodation, but cannot always guarantee this. In any event HMR Villa Services will only ever be obliged to refund all monies paid if alternative accommodation cannot be found. HMR Villa Services will not be responsible for any further liability, including cost of travel etc.

### **Building works – please read carefully**

Building work starting after publication of individual villa descriptions may in some way distort our description of the property we have considered peaceful or quiet. Building or road works may be in progress nearby, a neighbour may start building a swimming pool or wall, or the local water board may decide to drill for water in the vicinity. This work may start early in the morning as it is local practice and can start at any time in the year. As it is not always possible to gauge the extent of such works we regret we cannot advise you of the constantly changing conditions. If within 56 days of the start of your holiday we become aware of such works taking place on a plot immediately adjacent to your property (that is, an adjoining plot - not across the road or merely nearby) that in our opinion could materially spoil your enjoyment of your holiday we will advise you. You may then either a) cancel and receive a full refund for accommodation or b) change your booking to another available villa for the same period either paying the difference if it is more expensive or receiving a refund if it is cheaper, or c) change your booking to another available villa for a different period either paying the difference if it is more expensive or receiving a refund if it is cheaper or d) leave your reservation as it is and hope that there is not too much noise or dust to spoil your holiday. If you choose option (d), to stay with the reservation, it is extremely unlikely that after arrival we will be able to move you to any alternative accommodation if you suffer any inconvenience as described above, nor will any claim for compensation be accepted for any loss of enjoyment due to building or any other associated works within the vicinity of your holiday villa. You should note that we are not responsible for such work, are not able to stop such work taking place nor control the noise level. Nor can we be responsible for any building works that start during a holiday and under no circumstances will we pay any compensation at all in such cases.

### **If you have a complaint**

If you have cause for complaint whilst on holiday, this must be brought to the attention of HMR Villa Services immediately so that action can be taken to rectify the problem. If you do not tell us about your complaint promptly, it may prove difficult to investigate your complaint thoroughly or resolve. Any claims received from customers who have not made a complaint to us during their holiday will not be considered as no opportunity has been given to resolve or inspect the problem.

In the event of problems with your accommodation, we will endeavour to rectify any problems within 1 working day of being notified. We will provide you with adequate contact details so you are able to reach us 24 hours a day during your holiday. Occasionally we may have to wait for an appointment with a local contractor, and providing that we have taken every care to resolve your complaint, you

will not be entitled to any compensation. Wherever possible, we will rectify any problems/issues as soon as we possibly can, we do understand how important your holiday is to you. Please allow for the fact that it is likely that you will be holidaying in the busiest period and if a contractor or part is required, it will not always be available immediately

Under no circumstances do we offer compensation in the following circumstances:

1. You have not notified us of a complaint during your stay
2. You have not taken reasonable care to protect yourself and the property
3. You or any member of your party is at fault
4. Any unusual or unexpected circumstances beyond our control which we could not have avoided even if we had used all possible care
5. Any event which we or the owner could not help or prevent
6. The problem is resolved within 24 hours of the complaint being received
7. Similar alternative accommodation is offered

### **Breakages and damage**

HMR Villa Services obtain a refundable security deposit (150€ for apartments and 250€ for villas). This can be provided either in cash or by giving Credit Card details. (In the case of providing Security Deposit via Credit Card, no money will be taken from the card unless damage/breakages occur). You will be held responsible for any breakages or damage to the property and its contents. In the event of such occurrence the incident must be reported to the property representative. A full inventory check will be made following your departure, and if all is satisfactory, your security deposit will be returned to you within 14 days of departure. The lead name on the booking form agrees to accept full liability for all loss/damages to the property or its contents, caused by any other member of their party and confirms that cost of repair/replacement will be met. Please note that if wilful and negligent behaviour in excess of this charge should this occur, you may be asked to cover the cost of damage in full

### **Booking/HMR Contact.**

We are available to take telephone enquiries on Tel: 0034 966 492 544 between the hours of 10.00 – 18.00 Monday to Friday and 10.00 – 13.00 Saturday or email [info@hmrillaservices.com](mailto:info@hmrillaservices.com)

In an emergency we can be contacted out of office hours on 0034 627 848 357

Once we have confirmed availability with you and you are ready to book, we will need to take your deposit and details. Once the deposit has been received we will send you confirmation of booking.

**No booking is confirmed until a deposit is received and the apartment will be marketed as available until then.**

**Please note bookings will only be taken from persons over the age of 18, and we do not accept bookings from all female/all male parties.**