

GENERAL BOOKING CONDITIONS

The Website offers an online booking service for accommodation, including a 24-hour service. It is simple, direct, with all the advantages of being able to offer a wide range of up-to-date accommodation available to book from any place with connection to the Internet

1. GENERAL

Your holiday 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 and terms of use. You must be at least 18 years old to make a booking with us. Your contract with PORTVIL, S.L.U. is made once the booking has been confirmed.

Your contract with us will be governed by Spanish Law and is subjected to the jurisdiction of the Spanish Courts at all times.

Your holiday price

All the prices are in Euros and any reservation made through the Website includes Value Added Tax (VAT) but not the Balearic Tourist Tax (Ecotax) which will be added to the price of the booking.

The Website Owner reserves the right to modify the prices at any time, but the cost of the rental will be billed on the basis of the rates in effect at the time of booking unless there is a typographical error.

At the time of booking, the payment conditions of the travel intermediary apply.

The User should not interpret the higher/lower cost of a reservation as a sure sign of a higher/lower quality of accommodation, as not in every case is there a direct proportional relation between price and quality.

The Website Owner reserves the right to reject an order from any User with whom he has a dispute or there have been problems in the payment of previous bookings.

Description of the property

The Website Owner declines any responsibility for any inaccuracies that may occur with respect to the information and descriptions that appear on the website and that are beyond its control. In some areas there may be interruptions in the supply of water or electricity, and the Owner cannot be held liable for these events or any other lack of services beyond what is within his control.

Under no circumstances may the number of people be greater than that indicated maximum allowed shown on the website for any property. Exceeding the maximum capacity without the prior consent by the Owner could lead to the cancellation of the contract without the right to compensation. The property that you rent is exclusively for holiday use, and under no circumstances may it be used for other uses, such as banquets, parties, filming, etc. To make use of the property for any other reason than the simple holiday experience, just as in exceeding its maximum capacity without the prior and express consent of the Owner, will entail the termination of the contract with immediate effect and without right to any type of refund.

How to access the property.

Once the reservation is formalized, the client will receive a voucher in which the name of the person who made the reservation appears, the date of arrival, the number of nights in which the User/s will stay to sleep in the house, the description of the property, and the directions of how to go from the airport to the property booked. Along with the directions, the client will find an explanation to where the keys of the house will be, and three telephone numbers that will be at their disposal in case of any problem. The client should print this voucher and take it with him/her throughout his/her stay. In case you do not receive the voucher, or if part of the information described above does not appear on it, you should contact the Website Owner immediately and it will be sent again.

It is recommended to those customers who arrive at night to take a torch with them.

Time of entry and exit of the property.

The properties can be occupied from 4:00 p.m. To be able to prepare the properties properly for new arrivals, on the day of departure these must be vacated before 10:00 a.m.

Health and Safety.

If the client or any other person traveling with him/her is pregnant or suffering from any type of illness, he should consult his doctor before traveling abroad.

The Website Owner takes the safety of his clients very seriously. For this reason, clients are advised to be especially careful and alert. In the event that they lose any valuables during their stay due to theft or similar, the User must immediately contact the local authorities and proceed to report the facts. Otherwise, it will be difficult for them to receive any compensation from the travel insurance they may have contracted. It is also recommended that they make use of the safe. Virtually all properties have a safe.

Neither the property owner nor the Website Owner are responsible for any theft or robbery that may take place during your stay.

Safety of children

It is the responsibility of the client to ensure that children are not left at any time without adult supervision, especially in the vicinity of balconies, swimming pools, stairs, etc.

Housekeeping.

The cleaning service includes the change and the preparation of the sheets once a week, and the change of the towels twice a week

The client must take into account that beach towels / swimming pools are not supplied, unless otherwise stated.

The client must not use the towels provided on the property to go to the beach, nor in the vicinity of the pool.

Swimming pools, gardens and general maintenance

The maintenance of the properties is the responsibility of the owner or any other authorized personnel. The gardens should be maintained very regularly, and therefore it is impossible to take care of them only during the changeover days.

As for the maintenance of the pools, this usually takes place twice a week. However, neither the personnel in charge of the maintenance of the swimming pools nor the one in charge of the

maintenance of the gardens have fixed schedules, for which reason it will not be possible to warn in advance of the exact moment in which they will perform these tasks.

For this reason, the cooperation of the client is requested when the Owner's staff visits him, because the properties must be well maintained in order to provide the User with the greatest possible well-being and satisfaction.

Kitchens.

The kitchens include an oven, fridge / freezer, basic kitchenware, cutlery and crockery. In some properties the washing machine is also located in the kitchen area. Other properties also offer other services, such as dishwashers. For more details, the client must contact the Website Owner. The client must bear in mind that cleaning products are not usually supplied.

Security boxes.

Almost all of our properties have a safe. If the client has an interest in knowing if a specific property offers this service prior to formalizing the reservation, he should contact the Owner.

Air conditioning devices.

The Website Owner declines any responsibility for the mechanical failures that could affect the air conditioning units that any accommodation may have.

In the event of a failure of this type, the Owner will endeavor to repair the equipment as soon as possible, although the client must be aware that there may arise a problem that is outside the control of the Website Owner.

While the fault is resolved, the client will be provided with fans.

Parasols and Sunbeds

Most of the properties have a covered terrace, but not all of them. Similarly, not all properties have umbrellas, and some may not have enough chairs or sunbeds for the maximum capacity of the property. Due to the many breakages that happen over time, the type of parasols and sunbeds that appear in the photographs of the website may differ from those that the client may find in the property. Any responsibility for such possible changes is not accepted.

Rent a Car

The client must bear in mind that to get to most of the properties it is essential to have a car. In general, vehicles may be picked up by the clients at the airport upon arrival of their holiday, and returned on the day of departure. The client must check the distance to the beach or to the nearest town to make sure if he needs a car or not. In case you need more information, do not hesitate to contact the Website Owner.

If you need help with car rental you can contact the Website Owner.

Disabled Clients.

The Website Owner is not specialized in offering holiday stays for disabled travelers. Many of the properties are not equipped to offer minimum services to disabled travelers, and may not be suitable for those travelers who use a wheelchair. It is important that before booking, you contact the Owner so that you can be informed about the type of property that best suits your needs.

Cot and High Chairs for babies

If the client needs a crib or a baby seat, it must be requested at the moment of the reservation, in such a way that the Website Owner can provide such equipment on the day of his arrival. You will not have to pay any extra amount for the first cots and high chairs. The second cot and/or high chair is charged at a cost of 30 EUR per week per cot/high chair. These will be supplied locally, and may differ in their characteristics from those used in your own home

Insects / animals.

Mosquitoes, ants and other insects are endemic to hot climates, especially in rural and farming areas. Insecticides are a good repellent, but it also helps to maintain the house in a clean condition, especially in the kitchen, where the garbage should be emptied regularly. Mosquitoes can be kept at bay by a good repellent, which can be purchased in pharmacies and supermarkets.

Many of the properties are surrounded by gardens, so there may be mice and other field rodents. In the same way, farm animals can also be found nearby. Sometimes dogs and cats walk around without any surveillance. Unfortunately, these kinds of circumstances are inevitable. Please be patient if they occur.

Building Work

Building work and noise are inevitable as the demand for the new constructions or the reform of existing ones increases. Therefore, it may happen that works are carried out by individuals or by public entities. Some of the properties are located in residential areas and could be seen/heard in the vicinity and over which the Website Owner has no control. In case this happens, the client is asked to show patience and understanding.

Satellite TV

If in the description of the property it is indicated that there is satellite television, the client can count on at least the reception of an English or German channel that is not for payment. Payment channels are not available, unless otherwise indicated in the property description.

Telephones

Unless otherwise stated, there are no telephones in the properties. We recommend that the clients bring with them a mobile phone, so as to be able to use in an emergency

Decoration

The vacation properties belong to private people, and have been decorated according to the taste of each owner. Therefore, the quality levels and styles of each house will inevitably differ. The Website Owner does everything possible to offer a concise description of each property and to offer both interior and exterior photographs. The User (client) must also take into account that due to the type of furniture used, in some properties it may be that the living room or kitchen does not have enough space to accommodate all occupants at once.

Photographs

Most of the photos of the properties have been taken with a 16 mm lens, with the sole intention of showing the maximum possible of each room in a single photograph. If the client wishes to receive more information on the size of the rooms, he should contact the Website Owner.

Internet connection/ Wi-Fi

The User must take into account that there is only internet / Wi-Fi connection in those properties where the description specifies. Many of the properties are located in the countryside, in rustic localities, and the connection can be relatively slow, being perhaps inadequate for a significant download of data, as in the case of movies, watching television online, etc. In the same way, the resolution of possible faults and incidents may require time, especially if the connection to the Internet is via satellite.

Finally, we must bear in mind that the Wi-Fi signal may not cover the entire property, having rooms with a very good signal, and other areas of the property with less or none.

Passports

It is the client's responsibility to ensure the validity and in date nature of their passport and credit cards (if applicable) as well as any other document that may be necessary for travel.

Behaviour

The Website Owner reserves the discretionary right to terminate the Client's holiday and any other service contracted if the behaviour of any of the occupants is inappropriate, especially in front of any of our employees, third parties, owners / personnel of that property. In such a case, the immediate cancellation of the stay will be carried out without any compensation (not even for the expenses that may be incurred in the search for alternative accommodation). The Website Owner also reserves the right to reject any reservations considered to be prejudicial or inconvenient to the owner of a property.

2. OBLIGATIONS OF USERS (CLIENTS)

Any User who makes a purchase through this Website states that he/she is of age and, where appropriate, fully capable to use a means of payment and that said means are sufficient to cover all costs resulting from the purchase of products; the User also declares to accept fully and without reservations all the conditions of this Legal Notice.

The User may establish one or more requests for the purchase of products or services offered through the Website.

When making an order, the User accepts the specifications and characteristics of the product offered, for this purpose the Website Owner indicates that the products shown in the photographs of this Website may suffer slight differences with respect to the final product in terms of size, color, components, etc. by availability of products with the manufacturers. The aim of the photographs is for the orientation of the User and a presentation of a property, without assuming in any case contractual images. The Owner assures in any case that any of these differences will not imply a worse quality of the products.

3. PAYMENT METHODS AND SECURITY

The payment methods of the travel intermediary apply.

4. CHANGES AND CANCELLATIONS

If after confirming the reservation the User wishes to modify any of the conditions of the same, such as the day of departure or the property that has been booked, any possible change will depend on the availability, although everything possible will be done to make the change.

Any request to modify the reservation must be made by the User in writing. In the event that the User wishes to change to another property, this will be considered as a cancellation of the reservation, and cancellation fees will be the same as those that are taken for the holiday cancellation option.

Cancellation of Holiday.

The User can cancel his reservation at any time. For this the User who made the reservation must send a written notification to the Website Owner. However, if the User cancels, he must pay compensation for losses, since from the moment the reservation is made, the Owner incurs a series of expenses.

The following cancellation fees will apply:

- More than 30 days before the date of arrival: 30% of the cost of the property.
- 30 days or less before the date of arrival: 100% of the cost of the property.

Cancellation of the reservation by the Website Owner.

The Website Owner reserves the right to cancel your booking at any time. In the unlikely event that the Owner has to cancel the User's booking, for whatever reason, and / or due to circumstances beyond their control (such as restoration of property, breakdown of the main services, building works in the near vicinity to the property you have reserved, etc.) everything possible will be done to offer you an alternative of similar characteristics or a higher level, depending on the existing availability. If the alternative offered is a lower price than the property originally reserved, the difference will be refunded. If the alternative that is offered is more expensive, you will not have to pay any extra amount. If the alternatives that are offered are not to your liking, then we will refund the full price you paid for the reservation. The cost of airline tickets, car rental and for any other reservation that has not been made through the Website Owner, will not be refunded.

Force Majeure

The Website Owner will not pay any compensation if the reason for the cancellation of the reservation is due to acts of war, terrorism, uprisings, industrial disputes, terrorist activities, natural or nuclear disasters, fires, adverse weather conditions or any other unforeseen circumstance that may be categorized as Force Majeure; or any other cause that, although foreseen, was especially harmful.

In any of these or other similar cases, the Website Owner will offer the User (client) an alternative property that, at the Website Owner's discretion, is of similar characteristics and prices (subject to availability). In the event that the Website Owner does not have an alternative, or that the User does not accept them, then the User will be entitled to a full refund of the cost of the reservation.

In the event that, as a result of an airspace closure, the User is unable to reach destination, then he will have the right to a full refund of the reservation or, alternatively, if he wishes, to a change in the dates of the reservation for free. In case the new dates are cheaper, the Website Owner will refund the difference; and in case they are more expensive, the Website Owner will charge the User the difference.

5. AVAILABILITY

The Website Owner undertakes not to make bookable by Users a product/property that is not available except in the case of computer error or any other most unlikely situation. In the event that this unfortunate incident occurs, the Owner will undertake to inform the User and reach a satisfactory agreement with the User.

On the Website, when accessing the information of each property, the User can check in a calendar the days of availability which are shown in green.

6. CUSTOMER SERVICE AND COMPLAINTS

If the User has a complaint or any other type of problem during his/her stay, he/she can contact the Website Owner through the following telephone numbers: (0034) 971 53 42 27 / (0034) 971 53 22 09 from 09:00 to 13:00 and from 15:30 to 19:00 (Monday to Saturday, except holidays and Sundays). In case of extreme emergency outside these hours you can contact at (0034) 669 955 140 (mobile phone).

Only complaints made during your stay are accepted. In case of technical problems (such as lack of water), the Website Owner will send their technicians or any other authorized person to solve the problem. Please bear in mind that the fact that a telephone support service is available 24 hours a day does not mean that you have a maintenance service that works 24 hours a day. Those problems that are not considered as an emergency will be resolved as quickly as possible, but they may not be solved immediately (especially during the hours of the night).