

# Guest Terms and Conditions

We, as *Country Villas Lanzarote, Camino de los Olivos, 76 35572 Macher -Lanzarote*, hereinafter referred to as "*Country Villas Lanzarote*", offer our services exclusively on the basis of the terms and conditions, which were sent to you in full as part of the Internet booking form before booking. Please read these carefully as you will be acknowledging the terms and conditions as binding in their entirety to you and persons registered with you when booking.



## 1. Method of Payment

Payment can either be made by credit card, debit card, PayPal, or bank transfer. If paying by bank transfer we will hold your selected property for 4 business days while you arrange payment. Should you wish to pay in any other currency other than EUR, please use our Credit Card facilities. All card transactions are billed in EUR and converted to your local currency by the card issuer at their prevailing rate. Please note that there is a 2% transaction charge on all credit card payments and Paypal charges must be paid by the sender. We accept Visa, MasterCard, and American Express.

## 2. Initial Payment

At the time of your booking, you will be asked to pay an initial deposit of 20% of the total rental cost of the property. When you pay the first instalment, you confirm at the same time that you have read and accepted our general terms and conditions. *Country Villas Lanzarote* reserves the right to cancel the booking if the first instalment of 20% of the rent has not been received within 4 business days after the reservation is made.

The balance is due 4 weeks prior to the commencement of the rental period.

## 3. Cancellation Policy

If a guest wishes to cancel his/her reservation, 80% of the reservation deposit will be refunded if notice of cancellation is 61 days before the check-in date, or earlier. If the reservation is cancelled within 60-35 days before the check-in date, 50% will be refunded. In case of a cancellation between 34-2 days before the start of travel a cancellation fee of 80% of the travel price will be charged. In case of a later withdrawal before the start of travel, the cancellation fee is 95%, if clients fail to start travel, 100% of the travel price are charged.

The payment balance must be paid 4 weeks prior to arrival.

A booking is considered cancelled on the day that *Country Villas Lanzarote* has received a written cancellation from the guest.

## 4. Insurance Requirements

Holiday and travel Insurance, including cancellation cover, is essential for your own protection and we strongly recommend that you and all members of your party be suitably insured. If you choose to travel without adequate holiday insurance, we will not be liable for

any losses however arising in respect of which insurance cover would otherwise have been available.

## **5. Damage deposit**

A security deposit will be requested at check in, to cover any damages caused to the property and / or condominium. The security deposit will be returned to the customer, until 7 days after the check-out date, if there is no damage to register.

Groups under the age of 25 may be subject to an additional damage deposit.

The guest must ensure that the property is returned in a presentable and tidy state including the washing of dishes, cutlery, and kitchen utensils etc.; emptying of the refrigerator, the freezer, and dust bins; cleaning the barbecue; and removing rubbish/trash. This is required even though the guest has paid a final cleaning or such a cleaning is already included in the rent. *Country Villas Lanzarote* reserves the right to deduct any additional cleaning costs from the security deposit if the guest should not leave the property in the above-mentioned state.

In some cases a generous allowance of water and electricity is included in the rental price; however, you will be charged for abuse of these services (leaving water on/hoses open and running them for long periods of time, leaving doors/windows open when using air conditioning/heating, etc.). Water and electricity readings are taken before and after every stay in every property.

The aforementioned is for standard bookings only. If you are renting a property to hold a function, in addition to the venue fee, we will also require an additional damage deposit.

## **6. Party Size**

The holiday properties may only be occupied by the number of persons in the travel registration. Children count as persons. Property owners or their agents reserve the right to refuse admittance if this condition is not observed.

## **7. Property Standards**

We have carefully selected and inspected all the properties that we advertise and we endeavor to maintain high standards. However, if you have a problem during your holiday, immediately inform the local representative who will then endeavor to put things right. If you fail to do this we cannot accept responsibility, as we have not had the opportunity to investigate and rectify the problem. Although we will make every effort to deal with problems promptly, a reasonable amount of time should be allowed for repairs to be completed by outside contractors.

Although *Country Villas Lanzarote* carefully inspects and controls the holiday home before each single arrival, it could occur that a defect, fault or damage is detected. In such a case *Country Villas Lanzarote* Customer Services should be informed in writing by email to [guest@countryvillaslanzarote.com](mailto:guest@countryvillaslanzarote.com) within 24 hours after arrival.

Please note that we accept no liability for intermittent failure of public supplies or utilities such as water or electricity over which we have no control, nor of sewage systems, plumbing

or mechanical equipment in villas, but shall use our best endeavors to arrange prompt repairs where possible.

Inevitably, items break or require maintenance, therefore please be aware that you may encounter maintenance staff and gardeners during your stay. Please also remember that these are people's homes – please leave the villa in a reasonably clean and tidy condition, and remove all rubbish at the end of your stay. We reserve the right to charge for extra cleaning and rubbish removal if necessary, and to charge this to your credit or debit card.

## **8. Check in / Check out times**

Your accommodation is available after 3pm on day of arrival and must be vacated by 12am (12h) on day of departure. The maid, gardener, pool man need this time to prepare the accommodation properly for incoming guests. Although you are not required to vacate your property before 12am please be aware that staff may arrive before this time.

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

On rare occasions it may be unavoidable to change your chosen villa because of circumstances beyond our or the owners control; we will endeavor to inform you of this as soon as possible and offer you either alternative accommodation of similar or superior standard, a refund if nothing is suitable or discuss other options. No further claim against the owner or the letting agent for any loss suffered will be considered.

## **10. Liability**

*Country Villas Lanzarote* does not accept liability for any act or neglect on the part of the owners or any other person not within their employ or their control, nor for any accident, damage, loss, injury or expense, whether to person or property, which the tenants may suffer arising out of, or in any way connected with the letting. The owner and the letting agent also accepts no liability for loss of or damage to the tenants' possessions on the owners' property, force majeure or any other unpredictable events that *Country Villas Lanzarote* could not have prevented.

Should a gross defect or fault be detected in a holiday home, *Country Villas Lanzarote* will normally offer the tenant an equivalent holiday home of the same price level. Should the alternative holiday home be of a lower price, the price difference will be refunded. Should it not be possible to find a satisfactory solution due to a lack of available properties or due to the non-acceptance of the alternative holiday home by the tenant, the total rent or a part of the rent will be refunded according to the degree of liability determined by *Country Villas Lanzarote*.

## **11. Accuracy**

We endeavor to ensure that all the information on our website is accurate, however occasionally changes and errors occur and we reserve the right to correct details in such circumstances. We make every effort to make sure that descriptions, photographs of furniture and fittings etc. are accurate, however there may sometimes be changes we are unaware of, and therefore vary from our website copy and photographs. We accept no liability should a description or a photograph be inaccurate. If a particular facility offered in a property is

essential to the booking of your holiday, please ensure that we are made aware of this prior to you completing the booking confirmation pages.

## **12. On Arrival**

Immediately upon arrival at your holiday home please familiarize yourself with the layout of the property and identify any potential hazards e.g. unexpected steps, slippery surfaces, pool depths etc.

## **13. Cleaning**

The maid service will be on your day of arrival and day of departure only. If you are unsatisfied with the cleaning standards, we require immediate written notice upon arrival at the villa. The cleaner will return within 24 hours to rectify and clean any aspect which may have been overlooked.

## **14. Governing Law and Jurisdiction**

The validity, construction and performance of this Agreement shall be governed by Spain Law. The Applicants and the Tenants submit to the exclusive jurisdiction of *Spain* courts.

## **15. Blue Pencil Test**

Should one of the above terms be or become ineffective, the remaining terms retain their validity. The effectiveness of the travel contract as a whole remains unaffected.