



BOOKING TERMS AND CONDITION

Your contract is with El Rey Villas (possibly referred to as “we” “us” and “our” in this booking agreement). All reference to El Rey Villas refer to the autónomo entity: Kevin King [Y8566140B]

References to "you" or "your" are references to the person making the booking and all members of the holiday party.

We accept no liability in relation to any contract you enter into or for any services or arrangements you purchase (“arrangements”) or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any arrangements. These Terms and Conditions form the basis of your contract with us so please read them carefully.

Making your booking

Once you have decided upon the arrangements you wish to book, you may make an online booking request via the property website or 3rd party listing site, or sending your request by email.

When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This is simply to confirm that we have received your request and does not form a contract between you and the supplier. A provisional booking will be made when we receive your Booking Request Form and have received confirmation from the supplier that we can proceed with your booking.

In order to secure this booking with the supplier, you must pay a non-refundable booking deposit of 25% of the total cost (or the full cost of the arrangements if the booking is made within 6 weeks of arrival).

If payment is not received within 48 hours of us issuing your invoice, we will cancel the provisional booking, on behalf of the supplier, and the accommodation dates will be released. (This period is reduced to 24 hours for bookings commencing within seven days).

Upon receipt of the booking deposit, we will secure the requested dates. Your booking is confirmed and a contract between you and the supplier will exist when you have signed your agreements to these booking terms and conditions. Please check all details carefully and report any incorrect or missing information to us immediately.

If you have paid a 25% booking deposit, you must pay the full balance by the balance due date notified to you (this will ordinarily be 6 weeks before your arrival). If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and retain the full booking deposit amount.

Your booking is made as a consumer for the purpose of a holiday and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you.

El Rey Villas
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Email: info@elreyvillas.com



We reserve the right to refuse any booking prior to receipt of the signed booking agreement. If we do this we will promptly refund any money you have paid to us.

You should carefully check the details of our written confirmation and inform us immediately of any errors or omissions.

Security deposits and utility usage

Where a security deposit is required this amount will be included in the total cost of your booking. We will hold the Security Deposit to be applied against the reasonable additional cleaning and/or replacement of the property, furnishings, fixtures and fittings. We will return the Security Deposit to you within 14 working days of the return of the keys to us, less any deductions in accordance with the conditions for allowable deductions listed below.

- Damage to the property / gardens
- Damage to furnishings, fixtures and fittings contained at the property
- Missing items
- Changes to the property
- Reasonable additional cleaning

In the event of damages attributed to you or a member of your party during your stay, we, on behalf of the supplier, shall notify you as quickly as reasonably possible together with available evidence. The cost of any remedial action shall be deducted from the Breakages Deposit and the balance refunded to you. If we are unable to contact you, or if there is extensive damage requiring specialist attention, refund of the balance of the Breakages Deposit cannot be guaranteed within 14 days.

In the event that the cost of rectification for losses or damage caused by you or a member of your party exceeds the Breakages Deposit held we shall notify you of any additional amount owing. You are advised that El Rey Villas reserves the right to charge your payment method held on file or where necessary pursue recovery of any additional cost over and above the Breakages Deposit, for this reason adequate personal liability insurance is strongly recommended.

A reasonable usage policy applies to utilities. This is to ensure that your energy usage is not excessive and stays within reasonable allowances. The allowances are generous and you are unlikely to exceed these limits if you are sensible with your energy usage (e.g. air-conditioning).

If you exceed the usage limit stated below, we reserve the right to apply a supplemental charge to cover the amount by which you exceeded the allowances.

- 50 kWh per day

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If you cancel / amend the booking

If you need to cancel or amend your booking you must telephone us on the number shown on our written confirmation as soon as possible. You will also be required to confirm your cancellation in writing or by email to the addresses shown on our written confirmation. A cancellation will not take effect until we receive written confirmation from you.

The supplier may charge the cancellation charges outlined below:

- 25% booking deposit - where cancellation notice is received after the deposit has been paid and no less than 6 weeks prior to the booking start date, then the full booking deposit is forfeited.
- 100% of the total villa cost - where cancellation notice is received less than 6 weeks prior to the booking start date then you shall be liable for the full cost of the booking.

You will be notified of the exact charges at the time of cancellation.

If we cancel / amend the booking

We would not expect to have to make any changes to your booking, but sometimes problems occur that require us to make alterations or, very occasionally cancel bookings. If this does happen; we will contact you as soon as is reasonably practical and inform you of the cancellation or the change made to your booking. If it is necessary to cancel your booking, we will refund the balance of any money you have paid us, but we will have no further liability to you.

Check-in

You can arrive at your accommodation after 15h on the Arrival Date of your holiday and you must leave by 12pm on the Departure Date.

If your arrival is to be delayed, you must contact the person whose details are given on our booking confirmation so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the property. If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival we may treat the booking as having been cancelled by you.

Your obligations

You agree to comply with all El Rey Villas regulations, and any other regulations reasonably made from time to time, and ensure that they are observed by all members of your party.

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You agree that upon departure the Property and the furnishings, kitchen equipment, crockery, glasses, bedding and towels are all present and in good condition.

You agree not to cause any damage to the walls, doors or windows of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

You agree to take all necessary steps to safeguard your persona/ property. No liability to you is accepted in respect of damage to or loss of such property, except where the damage or loss is caused by our negligence.

You agree to ensure that each member of your party is covered by comprehensive travel Insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health Insurance (including evacuation and repatriation coverage).

You cannot allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property, nor can you take your pet into the Property unless it has been arranged in advance and it is shown on your confirmation. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the booking by you.

You agree to allow us or any representative of ours access at any reasonable time, and with reasonable notice, during your stay for the purpose of essential repairs or property viewings should the property be for sale.

Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible. It is essential that you contact us as soon as possible if any problem arises so that it can be speedily resolved whilst you are in residence.

Legal Jurisdiction

The contract between you and El Rey Villas is governed by the law of Spain and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of Spain.

By Making a booking with us you agree that:

a) You are authorised to agree these Booking Terms and Conditions on behalf of all persons included in the booking party.

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b) You have read these Booking Terms and Conditions and agree to be bound by them on behalf of all members of your party.

c) You consent to our use of personal data in accordance with our Privacy Policy and you are authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements)

d) You are over 18 years of age and where placing an order for services with age restrictions you declare that you and all members of your party are of the appropriate age to purchase those services.

e) You accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

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