

Booking Terms & Conditions

- 1. All bookings are subject to these terms and conditions which are deemed to have been accepted by the Client upon submission of the completed Booking Form (digital or on paper) and payment of the deposit. In the case that the Client doesn't submit the completed booking form with the deposit, the deposit itself indicates acceptance of these terms and conditions.
- 2. In these conditions, "the Owner" shall mean BME Villas Colores Costa Tropical S.L., the legal owner of the Villa Blanca. The "Rental Agent" shall mean BME Villas Colores Costa Tropical S.L., which trades as Villas Colores Spain. The Rental Agent's office is located at the entrance Urbanization Monte de los Almendros, Carretera de Malaga 2A (KM 325), Salobreña 18680. "The Client" shall mean the group leader who books the Villa and the members of his/her group. The Villa is located in Urbanization Monte de Los Almendros or in Urbanization Alfamar, Salobreña 18680.
- 3. The Rental Agent is authorised to rent the Villa on behalf of the Owner. The Villa is officially registered at the Tourism Registry of Andalucia (see your correspondence with us for the registration number).
- 4. In order to confirm your stay, a deposit of 30% of the full payment must be paid at the time of booking the property. The deposit may be paid by Visa, Master Card or bank transfer. There is a 1% surcharge for payments made with Visa or MasterCard. Please add this 1% on to your payment if you are paying via credit card. If you prefer to pay via bank transfer, the account details are as follows. Please note the Client is responsible for paying all transfer fees.

IBAN & bank account number: ES76 0081 5282 9500 0110 7514

SWIFT/BIC: BSABESBB

Bank name: BANCO SABADELL S.A.

Bank address: Avenida Motril, 9, 18680 Salobreña

Holder name: BME VILLAS COLORES COSTA TROPICAL S.L.

Charge Code: OUR



- 5. There are 3 options for paying the balance. Option one is to pay by Visa or MasterCard 8 weeks prior to your arrival. Option two is to pay by bank transfer 8 weeks prior to your arrival. The final option is to pay in cash (euros) upon arrival. If you opt to pay in cash upon arrival, we require a credit card guarantee which would be used in case you default on the booking. This credit card guarantee must be provided 8 weeks prior to arrival.
- 6. The booking will be considered as accepted upon the Client receiving a confirmation invoice by email once the payment has been received by the Rental Agent. The Client is requested to advise the Rental Agent immediately if any information, which appears on the confirmation, seems to be incorrect or incomplete.
- 7. The balance payment is due 8 weeks (56 days) prior to your arrival date (or at the time of booking if this date has passed). The balance payment date will be shown on the confirmation invoice. If the balance payment remains unpaid after this date, the Rental Agent reserves the right to treat your booking as cancelled by you and retain the deposit.
- 8. The rental period is from 3 pm on the day of arrival up to 10 am on the day of departure. The Rental Agent will earnestly try to meet requests for changes in the arrival/departure times; however any variation of these times is by prior arrangement only. The Client can collect the keys at our office. For late/weekend arrivals, the keys will be left in a lock box outside of the villa. A key to enter the community recreation area will be left in the Villa.
- 9. A description of the Villa can be found at <u>www.villascoloresspain.com</u>. The Villa is fully furnished to a high standard. Bed linens and towels, including beach towels are provided on a weekly basis (except for long term rentals). Pool and garden maintenance is the Owner's responsibility: once a week the pool man and the gardener will pass by.
- 10. The use of water and electricity of the Villa is included in the rental price. However, if your electricity consumption exceeds the average use, the difference will be charged separately at 0,20 euro cents per kilowatt and deducted from the security deposit. This system has been employed to reduce frivolous use of the electricity (for example, having the air conditioning on with the doors and windows open or leaving the air conditioning on while being gone for the day).
- 11. The heating of the pool is optional (if available). The electricity of the heating of the swimming pool is charged separately and will be deducted from the security



deposit. To avoid extra electricity consumption, the jacuzzi must be at the lowest setting when not in use.

- 12. The Villa is booked for normal holiday use. The Villa is reserved only for those people named on the Booking. Extra persons are only allowed with the permission of the Rental Agent. Depending on the Villa, pets/animals are not allowed or only when the Rental Agent has given prior written consent. An extra charge for anti-allergy cleaning will be applied afterwards and deducted from the security deposit. Smoking is not allowed inside the Villa; however, the Client may smoke outside on the terraces. The Client should ensure that upon vacating the Villa the accommodation is left as it was found, clean and tidy, removing all personal belongings, food, groceries, refuse/rubbish. If the cleaners need to spend more time than usual in a villa, the extra hours of cleaning will be deducted from the Client's security deposit.
- 13. A security deposit (between 400-700 euros, depending on the Villa) is to be paid by credit card (Visa, Mastercard) upon arrival. Upon the Client's departure, the Villa will be checked for breakages, damages and missing belongings of the Owner. The cost of any damage to the Villa or missing items or service charges incurred by the Client (e.g. pool heating, electricity charges and cleaning costs where applicable) will be deducted from the security deposit. The balance will be refunded to the Client normally within 14 days of their departure. The deposit will be returned as a credit to the credit card used upon check-in. Should the damage deposit prove insufficient to fully cover any damage caused or service charges incurred by the Client, the Rental Agent reserves the right to deduct the balance from the Client's credit card or if payment was made by bank transfer to invoice the Client for further payment.
- 14. If the keys to the Villa or the access key to the community recreational area are lost or misplaced, the Client will be responsible for any replacement costs of keys, locks and possible visit of a locksmith.
- 15. In the unlikely event of the reservation being cancelled by the Owner, any money paid by the Client will be refunded in full. The Rental Agent will assist the Client in finding a comparable property in the local area should the Client so desire.
- 16. If the Client wishes to cancel their booking, they must inform the Rental Agent via email at rentals@villascoloresspain.com. The cancellation will be considered as accepted upon the Client receiving written or email confirmation by the Rental Agent. If the Client cancels their booking more than 8 weeks prior to their arrival, the 30 % deposit that has been paid will be forfeited. If the Client cancels their booking less than 8 weeks prior to their arrival, the full amount of the rental price will be retained. The Client is strongly recommended to purchase travel and cancellation insurance to cover any unforeseen complications.



- 17. If the rental reservation is cancelled by either party for a serious reason outside of their control that is substantiated or due to force majeure, then no penalisations will be applicable.
- 18. The Villa is located in a residential area. The Client is expected to have consideration for other people and the Villa. If in the reasonable opinion of the Rental Agent, the Client behaves in such a way as to cause danger, upset or distress to any third party or damage to the Villa, the Rental Agent is entitled, without prior notice, to terminate the Client's occupancy of the Villa. In this situation, the Client will be required to leave the Villa immediately. The Owner/Rental Agent will have no further responsibility to the Client. No refunds will be made nor will any expenses or costs incurred as a result of the termination be covered.
- 19. All information supplied by the Rental Agent is given in good faith and is based on information available at the time of booking. All reasonable measures have been taken to ensure the accuracy of any statement made, but the Owner/Rental Agent cannot be held liable for any variation however caused. The Owner reserves the right to revise their prices. These will become effective from the date of publication and are applicable for any bookings made after that date.
- 20. If breakdowns occur in respect of appliances, air conditioning or heating systems, water, electricity, etc., the Rental Agent will do everything feasible to minimise the inconvenience to the Client and to have the problem resolved as quickly as possible. The Rental Agent reserves the right to repair the item as soon as contractors are available, subject to them having the right of access.
- 21. This rental does not include any personal insurance cover of any kind. Neither the Owner/Rental Agent, nor any of its employees, agents or contractors, accepts liability for personal loss or damage to valuables, defects or personal injury however caused. This must be covered by the Clients own travel insurance. The Client is strongly recommended to purchase travel and cancellation insurance to cover any unforeseen complications.
- 22. The Owner/Rental Agent cannot be held responsible for occurrences due to reasons beyond the Owner's/Rental Agent's control e.g. strikes, mechanical breakdowns, illness etc. The Client undertakes that no person will suffer anything to be done, which would endanger the policy of the Owner's/Rental Agent's insurers in respect of the Villa, which might make the same void or invalid.



23. The Client shall not by virtue of any booking of the Villa acquire or be entitled to any legal, equitable proprietary interest in or in connection with the Villa, whatsoever.