



**MALLORCA
VILLAS**

TERMS AND BOOKING CONDITIONS

In these Booking Conditions set out, we aim to explain our obligations to our customers. Mallorca Villas Registered: CE/54 Ministry of Tourism, which requires both bonding and annual membership fee, whereby, we adhere to the strict code of conduct and criterias required, which allows us to offer security and protection for all our customers who travel with us.

1. YOUR HOLIDAY CONTRACT

Your contract is with Mallorca Villas, S.L (which shall be called The Company)

When you make a booking you confirm that you have the authority to accept, and do accept, on behalf of all your named party these Terms and Booking Conditions.

You must be at least 18 years old to make a booking with The Company. Your contract with Mallorca Villas, S.L, has been confirmed (by email, signed fax, or letter) showing all requested details for all persons included in your party.

No contract is made between The Company and The Client, and no booking is valid (and accordingly The Company shall have no obligations to the Client) until The Company has issued a confirmation invoice, and yourself The Client confirms/acknowledge you have viewed, read ,understood are in agreeance with Mallorca Villas Terms and Conditions as set out herein.

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

2. YOUR HOLIDAY PRICE

All prices are per villa per week – and not per person.

Website prices are „live. and supersede/ cancel all previous website prices. The prices are subject to fluctuation and may go up or down. The price you see on your day of booking is the holiday price payable.

The price of your villa accommodation noted on our website that specifies Euros are calculated using exchange rates quoted in the “Financial Times Guide to world currencies” each August in relation to Euro rate of exchange quoted. Mallorca Villas reserve the right to change any prices without prior notification. Current prices can be viewed on our website www.mallorcavillas.net

Payment Method:

When you make your booking you must pay 25% deposit non-refundable of the total rental price. The outstanding amount must be paid 10 weeks before your departure date. If the deposit and/ or balance is not paid on time, The Company reserves the right to treat the

booking as cancelled if any part of the balance of the holiday price remains unpaid by the due date. If the balance is not paid by the due date The Company shall retain the deposit. Should „The Client cancel, the terms as per Booking Condition No.4 apply.

3. IF YOU CHANGE YOUR BOOKING

If, after The Company has issued a Booking Confirmation, you (the Client) wish to change your booking arrangements in any way – for example your chosen departure date or the villa you are renting – any possible changes may be made, subject to availability. The Company will do its utmost to make these changes. However it may not always be possible. All requests for changes must be made in writing by the person who made the original booking.

If you (The Client) wish to make a change within ten weeks of your departure date this will be treated as a cancellation of the original booking and you will have to pay the applicable cancellation charges set out in Clause 4 below.

4. IF YOU CANCEL YOUR BOOKING

You (The Client) or a member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received by The Company to confirm the cancellation.

Cancellation applies from the date of receipt of the cancellation notice by The Company. Since The Company incurs administration costs and costs resulting from the fact that it may not be possible to „resell. the villa rental period, The Client must pay a cancellation charge within seven days of the cancellation. Cancellation charges must be paid whether or not The Client is able to claim for the cancellation charge monies on their Travel Insurance policy. It is the Clients responsibility to purchase travel insurance and to make a claim on the insurance policy if necessary, if the reason for your cancellation is covered under the Terms and conditions of your Insurance Policy.

The Client must pay the following cancellation charges to The Company within seven days of the cancellation:

Period before arrival at rental villa within Cancellation charge as a percentage which written cancellation is received of the price of the villa rental/ travel arrangements

10 weeks or more – Loss of deposit	
70 days	- Loss of deposit
70-29 days	- 60%
28-22 days	- 75%
21-15 days	- 85%
14 days or less	- 100%

5. IF WE, THE COMPANY, CHANGE YOUR BOOKING

It is unlikely that we, The Company, will have to make changes to your villa accommodation – as we plan our villa arrangements many months in advance. However, occasionally, changes may need to be made and we, The Company, reserve the right to do so at any time. It is likely that these changes will be minor and we will advise you at the earliest possible date.

If a major change becomes necessary, we will inform The Client as soon as possible – if there is time to do so before your departure.

When a major change occurs (such as a change in the resort or a reduction in the standard of your accommodation) The Client will have the choice to either accept the change or to accept an offer of alternative accommodation of similar or higher standard from The Company – if available. Or The Client may cancel the booking and receive a full refund of all monies paid. In all cases, except where the change arises due to reasons of force majeure (detailed below) then we, The Company, will pay the following compensation:

Period before arrival at rental villa within Compensation per person (excluding which a major change is notified to you, The Client

70 days	- Nil
70-29 days	- 10 pounds
28-22 days	- 15 pounds
21-15 days	- 25 pounds
14 days or less	- 30 pounds

6.FORCE MAJEURE

Compensation will not be payable if we are forced to cancel or change your booking in any way for reasons beyond our control, We can cancel your booking for reasons of war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other circumstances amounting to force majeure.

6 IF WE, THE COMPANY, CANCEL YOUR BOOKING

We reserve the right, in any circumstances, to cancel your booking. However, we will not cancel your booking less than 4 weeks before your arrival at the rental villa, except for reasons of force majeure (See Clause 5) or failure by you to pay the final balance.

If we are unable to provide the booked accommodation, due to circumstances beyond our control, refurbishments, breakdowns, building works you can either have a refund of all monies paid or accept an offer of alternative booking of comparable or higher standard from us, if available. If it is necessary to cancel your booking, compensation will be payable in accordance with Clause 5.

Cars, flights and other travel arrangements not booked with Mallorca Villas, S.L are not subject to any refund by The Company.

7.IF YOU HAVE A COMPLAINT OR PROBLEM

If you have a complaint or any problems during your holiday please attend the Mallorca Villas, S.L or call one of the following numbers: +34 971 53 49 31 (from Monday to Saturday, except Bank Holidays and Sundays, between 9:00-13:30 / 15:30-19:30.

Complaints requiring actions, if it is not possible to report the same day, or latest 9am the next day to enable us to try and resolve any problem as it occurs. We particularly ask please DO NOT advise maids, owners or technicians this may result in misunderstandings and delay in actions to your situation. There is nothing we can do if you report your last day, at the airport,

on your return home. Therefore, information will be taken only for the benefit of future clientel. We are here to help and may well be able to solve the problem on the spot. Should we be unable to resolve the complaint and you wish to take the matter further upon your return, detail your complaint in writing to us with a copy of your complaint within Fourteen Days (14) days of the completion of your Holiday to Head Office in Mallorca. We do not accept any complaint after this date has lapsed.

Only those complaints which are received during your holiday will be accepted. Refer to Important information.

In case of EXTREME emergency outside our office hours, please call our 24 hour mobile telephone number 34 605 98 84 72 If you are unable to make contact please refer to alternative emergency numbers in your possession in your Villa Information Book. Refer to clause 8 below.

8.BREAKDOWNS

In case of technical problems (such as lack of water) we will send one of our maintenance technicians or authorised personnel, in order to ensure the problem is resolved. Please note that although you are able to reach

Mallorca Villas, S.L Mallorcan office 24 hours a day does not mean that we have a 24 hour service, Private Villa/apartment accommodation being an "Independent style Holiday" does not allow facilities of 24 hour reception/maintenance service as provided by Hotel or Apart/Hotel style holidays therefore, we do ask you allow both flexibility and understanding on this area, that is we may not be able to despatch one of our maintenance technicians or authorised personnel immediately. In some cases an additional technician may also need to be called from Palma, which due to call out procedures may take up to seven (7) days before attendance to the North of the Island, which could result in one day a week attendance only, for which we cannot be held responsible. Those problems that are not considered as emergencies will be solved as soon as possible, but may not be solved immediately.

9.PROPERTY DESCRIPTION /BROCHURE ACCURACY

Descriptions and information on the Mallorca Villas, website and in the brochure is written by our staff, from information which has been gained by visiting the property. Distances and measurements shown are approximate and all or any location maps displayed are for orientation purposes only and not to scale. It is written in good faith and not intended to mislead . However, it is possible that changes to facilities may occur without our knowledge. In this event we will endeavour to inform you of any changes, once they are known. However, The Company cannot be held responsible for any inaccuracies which are beyond our control. Please remember that the descriptions are subjective and a matter of opinion.

Please remember that the properties are all in Mallorca, Spain. Standards here may not be the same as you are accustomed to, and facilities may not be the same. Properties are not structured as a Hotel Residence, but a PRIVATE DWELLING being such, there is no standard or categories that are internationally recognised, they reflect on the personal taste of an owner, we cannot exclude the possibility that the personal taste of the owner can sometimes result in minor inconveniences but which cannot be accepted as complaints. Interruptions of water and electricity supply might occur on occasion. We cannot be held responsible for these supplies or any other lack of facility which is beyond our control.

Being an Island humidity is around 90% resulting it is not uncommon private home/s dwellings may experience humidity, albeit newly built or older homes. Humidity patches can appear out of no where on walls, ceilings and general both during summer or winter months. This does mean to not indicate villas are not of good standard, simply, a common situation generally experienced Island wide, humid conditions can cause salt resulting flaking on walls. Humidity can often give indication fresh bed linen or towels are damp or wet, when this is not the case, therefore, general humidity within villas is beyond our control and is known to worsen generally during winter months November to February.

10. VILLA OCCUPANCY

In no circumstances can the maximum number of persons staying at the villa, as stated on Mallorca Villas website or brochure be exceeded , no topping and tailing are allowed and anyone found to over occupy will be asked to leave.

11. BUILDING WORKS

We will always inform you once known of any building works or associated noises or from sites prior to your departure, if we are in a position to do so and are aware of any building works, which may from time to time prove unavoidable in resort or countryside, an adjoining or nearby property or land, that we feel would seriously affect your holiday to allow you the opportunity to accept alternative accommodation of a similar or higher standard subject to availability or refund all or any monies paid for your accommodation. We cannot be held responsible for all or any building works that may commence prior to your arrival and or during your stay which is beyond our control. If works are affecting your holiday please report to our Resort Office IMMEDIATELY. Although building works prove beyond the control of ourselves or our suppliers, we will always endeavour to attempt to stop any works, yet this is not guaranteed. We shall offer you alternative accommodation of same standard or higher SUBJECT to availability. We are not in a position to receive notice of any building works prior or during your holiday as such works are that of a THIRD PARTY which proves beyond our control. Such situations are “ Force Majeure”.

We, therefore, DO NOT accept LIABILITY and will NOT pay compensation.

12. TERMINATION / INDEMNITY

You must be responsible for the proper conduct of yourself and all members of your party on holiday.

In cases of serious misconduct we do reserve the right to terminate your holiday for both yourself and all or any members of your party. This includes threatening behaviour, physical and/or verbal abuse to our staff. If we do so, we shall have no further responsibility or liability to you or your party.

If you or any member of your party will fully, recklessly or negligently cause any damage to any accommodation, property or person, you agree to indemnify us against any loss suffered by us (including legal costs), arising from such damage. Failure to pay for serious damage you or your party have inflicted on a property can result in local authorities called to intervene. Refer to our Important information.

13. NATURAL ENVIRONMENT

As is the case of all Mediterranean resorts Mallorca Villas cannot be held responsible for any inconveniences or discomfort by the climate, particular flora, fauna and wildlife including, but not limited to insects (flies/ants), barking dogs, goats, donkeys, rodents, chickens or sheep bells or anything else reasonably expected to exist in the natural environment in which many of the properties are situated, isolated incidents of both field mice and rats sighted.

For any serious cases we will endeavour to help you eradicate problems. We recommend particularly in the summer months when Mediterranean draught conditions cause an influx of ants for you to buy mosquito/ant sprays, keep all or any food and drink items in the fridges to clean any food leftovers away immediately. Please refer to important information.

14.INSURANCE

It is compulsory and a condition of booking that you have adequate travel insurance for the entire duration of your holiday. You must provide evidence as soon as possible afterwards. If by 30 days before departure date you have failed to do this, we may cancel your booking and refund all sums paid to us, less cancellation charges. Mallorca Villas accept NO responsibility if you DO NOT have a full comprehensive insurance cover and still travel on your Holiday.

15.CAR HIRE

Car hire is provided by us as agent for the relevant car hire company – conditions of trading are available on request. We accept no liability in this respect. Where we act as principal, the relevant conditions will be deemed to be incorporated in the contract between us and we, as well as the car hire company, will be entitled to rely on them. Please refer to Important Information.

GENERAL

Promotion or Pre-reserved Activities or Excursion arranged or assisted by us as we may/may not have been requested by clients for and on their behalf is purely acting as agent for any of the above mentioned/specified or any suppliers, which includes our passing of direct contacts or telephone numbers of suppliers. Should any loss, illness or death of any kind occur from using these services Mallorca Villas S.L **do not** accept any liability in this respect.