

In these Booking Conditions set out, we aim to explain our obligations to our customers. The Best Villas Pollensa Registered: CE/54 Ministry of Tourism, the company is the owner of MallorcaVillas.net website, 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 The Best Villas Pollensa, 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 of age to make a booking with The Company. Your contract with The Best Villas Pollença, 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 The Best Villas Pollensa 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. The Best Villas Pollensa reserve the right to change any prices without prior notification. Current prices can be viewed on our website www.thebestvillaspollensa.com

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.

Bank transfer charges:

All or any transfers of monies regards reimbursements of any part of your holiday, please note all or any charges may incur Bank Charges accordingly at the time.

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. Provided the written notification is by the Lead Contact is received at least ten (10) weeks before your departure date. The company will endeavour its utmost to make all or any changes, however, it may not always prove possible and not guaranteed. If you (the client) reduce your holiday duration (e.g from two weeks to one week) this will be treated as a cancellation of your travel booking and you will have to re-book your arrangements and cancellation charges may apply.

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.

Note. Where we act as supplier of accommodation for your booking arrangements reserved via a third party, your booking arrangements are subject to the booking conditions of the supplier, therefore, it is extremely important that you read our Terms and Conditions before you make a booking.

4. IF YOU CANCEL YOUR BOOKING

You (the client) or a member of your party, may cancel your booking arrangements at

any time, but the cancellation will be effective only on the date on which written notification signed by the Lead Contact is received by the Company at our office, (including e.mail confirmation). Please telephone our office first: 00 34 971 53 27 14 we are able to register your cancellation. Since we incur administration costs in cancelling your arrangements and costs as it may not be possible to resell the accommodation rental period, these increase as the departure date becomes closer, the client must pay a cancellation charge within seven (7) days of cancellation. Cancellation charges must be paid whether or not the client is able to claim for the cancellation charges on their Travel Insurance Policy. It is the client's responsibility to purchase Travel Insurance that includes cancellations, those conditions may allow all or any claim on the insurance policy, if necessary, if the reason for your cancellation falls under and is covered under the Terms and Conditions of your insurance policy.

In the event for whatever reason, a cancellation takes place of a booking with a "special request" the cancelled booking is "rolled over" to a new date the same year or following year, all or any cancellation charges that would fall due and payable under the cancellation that may be waived time of request, due to good will arrangement allowing a roll over to a new appointed date, the roll over holiday is not deemed as a brand new booking, it is viewed at all times as a continuation of the original existing booking cancelled. Should the roll over booking result in any further cancellation resulting the holiday is not finally uptaken, all or any cancellation charges that did not take place time of the original cancellation will automatically fall due and payable to The Best Villas Pollensa, together with all or any new cancellation charges that may/may not prove due and payable under further cancellation of the roll over holiday under the "special request good will" arrangement in place.

The client must pay following applicable cancellation charges up to the maximum to the Company within seven (7) days of cancellation.

Cancellation charges are a percentage scale based on date written cancellation notice is received of the price of the accommodation travel arrangements, and period before arrival to the rented accommodation shown in the following table:

- 10 weeks or more - Loss of deposit.
- 70 days - Loss of deposit.
- 69 - 29 days - 60% of accommodation cost.
- 28 - 22 days - 75% of accommodation cost.
- 21 - 15 days - 85% of accommodation cost.
- 14 days or less - 100% of accommodation cost.

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.

7. 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 The Best Villas Pollença, S.L are not subject to any refund by The Company.

8.IF YOU HAVE A COMPLAINT OR PROBLEM

If you have a complaint or any problems during your holiday please attend the The Best Villas Pollença, S.L or call one of the support telephone numbers in your possession Mon –Saturday 9.00am –2pm and 3.30pm –7.30pm.(Saturday 9.00 –7.30pm summer season April to October)(except Bank Holidays), please do not e.mailor text message any complaint/s or requests for all or any actions, in event these may be accidently overseen or missed. We request personal attendance to the office or direct telephone contact within the above working hours.

In the unfortunate event any situation/complaint during your holiday s unresolved and you wish to take the complaint further on your return, details of your complaint are to be received by us in writing within fourteen (14) days together with a copy of complaint informed in resort to our head office in Mallorca c/-Madre Alberta No. 42 07460 Pollensa -Mallorca. We do not accept any complaints or responsibility after this date has passed we will not consider any complaint that has not been reported to our Resort Office that has not allowed us to be in a position to action all or any matter.

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.

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

9.BREAKDOWNS

In case of technical problems (such as lack of water, central heating, A/C) 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 The Best Villas Pollença, S.L Mallorcan office during working hours or emergency support contact does not mean that we have a 24 hour service, we are a Private Villa/apartment accommodation being an “Independent style Holiday” that does not have 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, as breakdowns can take place unforeseen as in ones own homes, it may result, we are not able to despatch one of our maintenance technicians or authorised personnel immediately. We also may experience difficulties contacting owners who oversee the running of their villas on the technical maintenance to obtain actions In some cases an additional technician may be required, 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. These problems that are not considered as emergencies they will be solved as soon as possible, but may not be solved immediately.

10.PROPERTY DESCRIPTION /BROCHURE ACCURACY

Descriptions and information on the The Best Villas Pollença, website and in the brochure are written by our staff, from information which has been gained by visiting the property. Distances and measurements shown are approximate only 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 time of producing information that an owner may not have brought to our attention, such as pre-known special features, right of way, communal tracks, or property is semi-detached, communal pool,that we have not described, such situations are beyond our control. Please remember that the descriptions are subjective and a matter of opinión.

Please remember that the properties are all in Mallorca, Spain. Standards here may not be as you are accustomed to, and facilities may not be the same. Properties are not structured as a Hotel Residence, rather they are a PRIVATE DWELLING as such, there is no standard or categories that are internationally recognised, the properties 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, or not meet standards in your own home, 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 proves 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 in flaking on walls, and in some cases some rust areas on tops of taps, shower heads or other. 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.

Photos can be taken during summer or winter months which may result on arrival flowers or shrubs in the gardens may show different from the villa photos garden fauna are seasonal which we cannot be held responsible. In event owners cut down any trees fauna or shrubs, or forced to cut large trees for whatever reason, that may show on original photo/s, if we are not informed of these changes, The Best Villas Pollensa cannot be held responsible. We will always endeavour to inform of all or any changes if pre-known or informed.

11. VILLA OCCUPANCY

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

12.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, if we are in a position to do so. We are not in a position to receive notice of any building works prior or during your holiday 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.

13.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 our 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.

14. NATURAL ENVIRONMENT

As is the case of all Mediterranean resorts The best Villas Pollensa 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, and isolated incidents of both field mice and rats sighted. In areas where Villas are located in or out of town or residential areas, barking dogs are beyond our control and we cannot be held responsible.

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 in your shopping, keep all or any food and drink items in the fridges to clean any food leftovers away immediately.

15. INSURANCE

It is compulsory and a condition of booking that you have adequate travel insurance that include cancellation coverage, 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. The Best Villas Pollensa accept no responsibility on any area, if you DO NOT have a full or adequate comprehensive insurance cover and still travel on your Holiday. In the rare event a break-in, may or may not take place at any villa or property or any for any other reason due to your own decision making, resulting you do not wish to continue your stay at the accommodation, on request, we will try our utmost to search alternative accommodation within our portfolio of villas, however, this is not always possible or guaranteed. In event if we are unable to provide, should you decide to seek alternative accommodation by your own decision making, elsewhere, or return home, all or any additional costs incurred by doing so, will be borne/chargeable by yourselves. Curtailment from your accommodation and holiday may/ may not prove claimable under your Travel Insurance, depending on the policy coverage you have arranged.

16. 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. Should the Free car or extra car hire reservations be cancelled two weeks or less prior to arrival date without submission of medical certificate or documentation to state reason of late cancellation i.e. Holiday cancelled overall or illness and in the case of upgraded car or extra car/s clients will be expected to pay for their reserved vehicles. In the case of the free car, there will be no reimbursement of 80 pounds or 100 Euros.

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 The Best Villas Pollensa S.L do not accept any liability in this respect.