

# RENTAL TERMS AND CONDITIONS

## FINCA LA MORERA Lugar Partido Ribera de los Frailes, 41 Ronda 29394 Andalucia.

1. Your contract is with Toca Madera Estates S.L. whose registered office is at Avenida del Mar, 12-14-16, Edificio Antonio Herrero, Esc ,2, 2\*B, 29602 Marbella, Malaga, Spain

### 2. Formation of Contract

A completed and signed Booking Form is required with a payment of a non-refundable deposit of 25% of the property rental. A binding contract between the person who has signed the Booking Form and Toca Madera Estates S.L. will be made when we issue a Confirmation Receipt. Bank account details for payment of deposit and balance of rent appear on the Booking Form

### 3. Payment

- 3.1 Balance of rent to be paid **no later** than 8 weeks before departure.
- 3.2 If you book a holiday less than 8 weeks before departure, the full holiday charge is payable at the time of booking.
- 3.3 A binding contract exists when we issue a Confirmation Receipt.

### 4. The Price

- 4.1 The rental prices are in Euros and the rental agreement is weekly unless otherwise stated
- 4.2 Finca La Morera is let on a self-catering basis and is fully furnished and equipped. The price includes linen, some cleaning services, utilities, pool maintenance, kitchen basics, bathroom toiletries, and a welcome hamper . A supplement is charged for any additional winter heating.

### 5. Security Deposit

A security deposit of €700 is required to cover the cost of any damage, breakages or additional necessary final day cleaning; and the cost of any telephone and other services. This can be paid by euro transfer at the same time as the final payment for the booking and will be returned to you within 2 weeks of your departure, less any deductions. Bank details provided for this purpose will be destroyed after refund is made.

### 6. Alterations or Cancellations by us.

- 6.1 In the unlikely event that it is necessary to make an alteration to, or cancel, your booking, we will inform you as soon as possible and, if requested, we will try to arrange alternative accommodation of a similar type and standard and in a similar location.

6.2 If the alternative holiday accommodation is not acceptable we will refund in full all monies paid and shall be under no other liability.

### 7. Cancellation by you

- 7.1 Any cancellation by you (for whatever reason) must be in writing addressed to us at The Manor House, Lamyatt, Somerset BA4 6NP, UK. Tel; 01749 814 934. The effective date of cancellation is the date on which written notification is received by us.
- 7.2 If you cancel eight weeks or more before departure you will lose your deposit unless we are able to re-let the property.

7.3 If you cancel within eight weeks of departure, or if the booking is cancelled by us due to non-payment, we shall be entitled to the full holiday cost from you.

7.4 **If Covid-19 Government restrictions are in place at the date of your 2021 holiday and you are prevented from taking it up, we will refund all costs paid by you to us which are not covered under your travel insurance policy. For all other travel and medical costs suitable comprehensive travel insurance cover is a requirement.**

## **8. Information**

8.1 While we make every effort to ensure that descriptions supplied by us are accurately reproduced, we cannot accept responsibility for errors contained therein, or the results thereof. You must accept that minor differences between the photograph, text, illustration used and the actual property may arise.

8.2 Toca Madera Estates S.L. reserves the right to make modifications to the property specification that are considered necessary in the light of operating requirements. In the interests of continued improvement, we reserve the right to alter furniture, fittings, amenities, facilities, or any activities either advertised or previously available, without prior notice.

8.3 If material changes occur after your booking has been confirmed we will advise you if there is time before departure.

## **9 Access**

The property owner or their representative shall be allowed free access to the property at any reasonable time during any holiday occupancy for the purposes of an inspection or maintenance..

## **10 Number of people using La Morera**

The number of people staying at the property must not exceed the number of sleeping places indicated in the brochure, i.e. 14 - (except, at our discretion, in the case of infants under 2 years). The number of people staying must not exceed the agreed number specified on the Booking Form unless with prior agreement of owners

## **11 Arrival and Departure**

**Your rental begins at 5p.m on the holiday start date and the accommodation should be vacated by 10a.m. on the last day. Please note that access to the property is not possible before 5p.m. unless it is vacant immediately prior to your booking.**

## **12 Your responsibilities**

Please keep La Morera and all furniture, fittings, effects, facilities and equipment in the same state of repair and condition as at the commencement and leave it in the same state of cleanliness and general order in which it was found. You are responsible for all damage or loss which occurs to the property or its contents during your stay and will be responsible for paying appropriate compensation in the event of extra costs incurred by you during your holiday, breakages, damage or additional cleaning services required after departure if property not left in a reasonable condition. Furniture must remain in the rooms and positions as found. Indoor furniture MUST NOT be taken outside. **Smoking is not permitted inside the buildings at any time.**

## **13 Complaints**

In the unlikely event that you are disappointed with La Morera please contact our representative on site. Should he/she be unavailable you should contact us at once and we will try to resolve the problem.

## **14 Liability of property owner**

14.1 We shall not be responsible for the death of, or personal injury of, you or any person named on the booking form or other person at the property unless this results from the proven negligence of us or our employees.

14.2 We shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control including, but not limited to, act of God, explosion, flood, tempest, fire or accident, war or threat of war,

civil disturbance acts, restrictions, regulations, by-laws, or measures of any kind on the part of any governmental or local authority other than in respect of Covid-19, strikes, lock-outs, or other industrial actions or disputes or adverse weather conditions. In any such case we shall be entitled to treat the contract as discharged.

- 14.3 In the event of such discharge our liability shall be limited to the return of sums paid to us in respect of the unused portion of the holiday, calculated on a pro rata daily basis, less an administrative charge of €50 to cover our reasonable expenses.
- 14.4 We cannot be held responsible for failure, beyond our control, of mechanical equipment such as pumps, boilers, swimming pool filtration systems, etc nor for failure of public utilities such as water, gas and electricity.
- 14.5 Toca Madera Estates SL is not responsible for noise or disturbance originating beyond the boundaries of Finca La Morera or which is beyond our control.

## 15 Cleaning

The property will be cleaned throughout, to Covid-19 standards, prior to the beginning of the rental period. An additional 6 hours cleaning, at a mutually convenient time, is provided during each week of the rental period. The property should be left clean throughout at the end of the period. The dishwashers should be set prior to departure. If the property, including the kitchen, is not left in reasonable condition at the end of the stay, a minimum deduction of €50 will be made from the security deposit to cover the cost of additional cleaning required.

## 16 Behaviour

The person signing the contract is responsible for the correct and decent behaviour of his/her party members whilst at Finca La Morera

## 17 Staff

Our resident staff are in adjacent premises and speak Spanish and English. Extra cleaning and outside catering can usually be arranged, at additional cost and by prior arrangement, although such services cannot always be guaranteed.

## 18 Linen

Bed linen, towels, and pool towels are all included. Cot bedding and linen is **not** provided. A change of guests during your stay incurs an additional cleaning charge of €50 per room if rooms have been previously occupied.

## 19 Swimming Pools

Swimming pools and surrounds are potentially dangerous and it is your responsibility to ensure adequate supervision of your guests, and especially children.

## 20. Social Events and other Functions

It is our policy not to allow social events and other functions to take place at the property without prior agreement. Permission will be required for any event to be attended by more than the number normally accommodated i.e 14 people

## 21. Security and Valuables

Any valuables left at the property are at your own risk. We cannot be held responsible for their loss or damage. It is the responsibility of the tenant to maintain the security of the buildings at all times. There is a small safe available for guests' use.

## **22. Insurance**

It is a condition of booking that your party is covered by comprehensive travel insurance. This should include cover for cancellation or curtailment, emergency medical, baggage, personal effects, personal money, hospital benefit, personal accident/death, personal liability and possible travel delay. The UK's departure from the EU with effect from 1<sup>st</sup> January 2021 will mean past EHIC arrangements are no longer valid in the EU.

## **23. Low slung cars**

The lane leading to Finca La Morera ( and many other nearby lanes) is not well surfaced and great care should be taken when driving. Please moderate your speed in the local area as pedestrians also use the lanes.

## **24. Pets**

Pets are not accepted.

**Data Protection: You agree that we may hold your contact details, and any information which you provide, for the purpose of processing your reservation at Finca La Morera, and providing information in the future relating to Finca La Morera . Bank details which you provide for the return to you of any security deposit paid by you will be destroyed after payment has been made.**