Terms and Conditions of Rental

All booking applications must be made on the booking form provided, after first reading carefully these Terms and Conditions.

1. BOOKING

If there are more than 8 weeks until the start of the holiday a booking deposit of 50% of the total Rental charge will secure your booking and must accompany the completed booking form. This deposit is non-refundable. Only acceptance of a deposit, including clearance of funds, may be regarded as a booking. If there are 8 weeks or less until the start of the holiday, payment must be made in full.

2. PAYMENT OF BALANCE

The payment of the balance of the Rental Charge is to be made 8 weeks before the start of the holiday. The balance due date will be clearly stated on the interim invoice. If the payment of the final balance is not forthcoming by the due date or funds are not cleared, the owners reserve the right to re-let the Villa and retain the deposit without notice.

3. TRAVEL / HOLIDAY INSURANCE

All clients must ensure that they have adequate holiday insurance prior to departure, preferably from the time of booking to cover the client in case of cancellation (see clause 12). Failure to do so will indemnify us from any cost or liability incurred by the client from cancellation for any other reason than if initiated by ourselves.

4. PERIOD OF RENT

Rental periods shall generally be a minimum of one-week duration or multiples thereof. Clients departing early or arriving late do not qualify for any refund of the Rental Charge. Other periods of rental may be agreed on an individual basis with the owners. You will be allowed access to the Villa at 3:00 pm on the date of arrival and the villa must be vacated by 10:00 am on the day of departure (unless previously agreed otherwise with the owners).

5. CANCELLATION AND CHANGES TO BOOKINGS

If for any reason we have to cancel your booking we shall make every effort to offer you a suitable alternative date or accommodation, if you reject this we will at your request, and in full and final settlement, refund all amounts paid to date. Any increase in your numbers must be both notified to us and approved by us in writing (either by letter or email) at least 2 weeks prior to the commencement of the holiday. An additional charge will be made to cover the cost of any additional people. **Arrival of more than the stated and agreed number of people may result in a refusal to grant access to the villa by the group. We also reserve the right to evict any person(s) from the villa who cause undue disturbance to others or who cause damage to the property.**

6. DOOR KEY

The door key will be left in a small combination type safe mounted by the front door. The safe code will be notified to the client by our representative at Arrecife airport. The Key is the sole responsibility of the client during their stay and if it should become lost a new key should be cut at the client's expense.

7. INVENTORY

The Villa contains a full inventory of items to ensure that everything is to hand to make your stay enjoyable. The Villa is checked at the beginning and end of any rental period and any significant damage to the Villa or its contents over and above normal wear & tear, the client will be responsible for replacing or making good the damage.

8. OCCUPATION OF THE VILLA

The accommodation booking is only for the clients named on the booking form, any subletting, sharing, over occupation or assignment is prohibited.

9. REGISTRATION OF ALL OCCUPANTS WITH THE GUARDIA CIVIL

It is a legal requirement in Spain that all visitors to the island are registered with the Guardia Civil. In order to facilitate this with minimal disruption to your holiday, this process must be completed online prior to departure. You will receive and email from our agent – **VillaCheck-In**, requesting you follow a link to add names, DoB, residential and passport details for each person in your party, just as you would have done to register with the airline. You will then be given the combination to the villa key safe. The process should not take more than a few minutes.

Failure to comply with this process could result in a significant fine both for you and for ourselves.

10. EQUIPMENT

No equipment, apparatus, meter or appliance in the Villa or pool may be improperly used, tampered with or damaged. All damage or injury resulting from such activities shall be the responsibility of, and shall be charged to the client.

11. SWIMMING POOL

The client and the client's party shall obey the Swimming Pool Rules which are namely – No Running around the pool area, No Pushing into the pool, No Diving into the pool. Guests use the pool at their own risk and non-swimmers must be supervised at all times. Once swimming has finished for the day the pool cover needs to be pulled across in order to protect against contamination of foreign objects and to retain water temperature. The rules of the development prohibit the use of swimming pools after dusk.

12. CANCELLATION

Should a client find it necessary to cancel a booking before the commencement of the rental period, they should notify us immediately in writing. Cancellation charges will be as stated on your invoice.

Note. You are strongly advised to take out travel insurance at the time that you make your booking in order to protect yourself should it become necessary for you to cancel your holiday.

13. EXCLUSIONS

Whilst the Villa owners will do everything in their power to ensure you have an enjoyable holiday, we shall not be held responsible for any accident or injury to the client or any members of their party due to any cause whatsoever.

14. SMOKING

This is a non-smoking villa and you are undertaking not to smoke anywhere in the villa. If you wish to smoke, we respectfully ask that you do so outside the villa and keep any adjacent doors and windows closed. Any evidence of smoking in the villa will result in extensive additional cleaning and may render the villa unusable to our next guests and hence will result in immediate loss of Security Deposit.

15. GENERAL

We are unable to accept responsibility for any inconvenience caused by disturbance of any kind, and at any time from any neighbouring property, land, tenants/clients or animals. Or by the failure of local services for any length of time, such as electricity, water supply or equipment. Or for the unavailability of any general amenities, including television, swimming pools that may have to be drained and re-filled, serviced and maintained from time to time. The use of all installed electrical appliances is entirely at the discretion of the user, and we will not be responsible for any injury or damage that may be a result of such usage. Views from the property may change from time to time due to happenings beyond our control and cannot therefore be always guaranteed.

Any initial complaints regarding the accommodation must be advised to ourselves within 24 hours of first arrival. Complaints during your stay should be notified ASAP in the same way and we will attempt to resolve them in a timely manner. All baggage, money and personal possessions remain at all times and in all circumstances at the owner's risk.

16. TITLE OF PROPERTY

In the event that the current owners decide to sell the property and the property changes ownership prior to the dates the renter has booked, the rental contract shall transfer to the new property owners; OR, if preferred, a full refund will be given, and assistance provided to secure alternative accommodation.

17. ELECTRIC AND PLUG-IN HYBRID VEHICLES

The charging of electric vehicles from the mains electric power in the villa is strictly prohibited and will be detected by the smart meter on the incoming electricity supply.

18. FORCE MAJEURE

If cancellation or change by us is brought about by war, threats of war, riots, civil commotion, strikes, disasters, terrorist activities, bad weather, acts of any government or public authority, acts of God or other events outside our control we shall not be held responsible in any way, except to refund any monies already paid in the event of cancellation.

Once you have completed and signed the Booking Confirmation, you are agreeing to these Terms and Conditions.

Kevin & Gill McNeil Treetops, 12 Castle Road, Hadleigh, Suffolk IP7 6JH

Tel: +44 (0) 7901 513433 https://www.casaroja.uk mail@casaroja.uk

Internet Service – Terms & Conditions

1. USE OF INTERNET SERVICE

The internet service is provided in order to make your stay more enjoyable and so that you may keep in touch with friends and loved ones and monitor your business interests. It is a residential service which is made available to you only for personal use and not for commercial or business purposes.

2. SERVICE AVAILABILITY

The internet service is provided via the island's public fibre infrastructure. We are unable to guarantee a fault-free service all the time. Any lapse in service will usually be for a short period and will usually be due to maintenance on the public infrastructure. You should report any prolonged outage of the service to us by contacting us and we will contact the Service Provider in order to correct the fault as soon as we are reasonably able to.

This is a raw internet connection (exactly as you have at home via your own service provider) and as such, we cannot guarantee that the service will be secure or free from viruses and other similar threats. We recommend that you protect your computer by the use of a firewall and anti-virus software.

You are responsible for ensuring that any software and hardware you attach to the service does not cause degradation of the service. In particular, computer viruses, worms and spam should not be distributed across the network via any software or hardware you have connected to the service.

3. ACCEPTABLE USE

You agree to use the service for lawful purposes only.

You are solely responsible for the creation, maintenance and design of all content on any website that you establish or maintain using the connection provided with the service.

You agree to obtain all necessary licenses and consents from owners of copyrighted material if you transmit that material over the network.

4. UNACCEPTABLE USE

You may not, nor allow anyone else to, use the service for any of the following purposes:

- publishing, transmitting, linking to, disseminating or making available in any way any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, racist or otherwise objectionable material.
- publishing, transmitting, linking to, disseminating or making available in any way material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.
- committing or attempting to commit fraud or any other criminal offence.
- gaining unauthorised access to other computer systems.
- transmitting or causing to be transmitted mail bombs (automated emails that resend themselves to addresses within an address book), chain letters or pyramid schemes.
- heavy use of the service that affects the ability of others to connect to the network.
- breaching any laws concerning the use of public telecommunications networks.
- making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.
- infringing a trademark, copyright or any other intellectual property right.
- breaching any other person's privacy rights and sending unsolicited advertising or promotional material.
- carrying out port scanning/probing (which is an attempt to identify an open gateway into another internet user's machine).
- carrying out trade or any other commercial activity.
- operating a website or redirecting to a website where access is subject to a premium rate telephone charge.
- impersonating any real or fictional individual or entities.
- doing anything which disrupts the normal use of the network for other users.
- online gaming.
- permanent peer to peer connection (VPN).
- you are not permitted to alter the configuration of the internet hardware, or any permanent device connected to the service.

5. INDEMNITY

You will indemnify us against all losses, liabilities, costs and expenses reasonably suffered or incurred by us, all damages awarded against us under any judgment by a court of competent jurisdiction and all settlement sums paid by us as a result of any settlement agreed by us arising out of or in connection with any Unacceptable Use of the service by you or anyone who gains access to the service through you.

6. NETWORK PASSWORD AND SECURITY

To use the Service, you will require the SSID (Service Set IDentifier, or the name broadcast by the network router or access point) and the current network password, both of which will be provided upon your successful application to use the service and acceptance of these terms.

You agree to take all necessary steps to ensure that the network password is kept confidential, secure and used properly. You are solely responsible for the security and proper use of any passwords provided to you in connection with the Service.

You agree not to share the network password or the use of the account with any third party. You must inform us immediately if you have any reason to believe that the network password has become known to an unauthorised third party or if the password is being or likely to be used in an unauthorised manner.

If we have reason to believe that there is likely to be a breach of security or misuse of the service, we may change the network password and notify you accordingly. We reserve the right at our discretion to suspend the service at any time.

Once you have completed and signed the Booking Confirmation, you have confirmed your agreement to these Terms, and you are taking responsibility for the internet service from your arrival at the villa until your departure.

Kevin & Gill McNeil Treetops, 12 Castle Road, Hadleigh, Suffolk IP7 6JH

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