

VILLA HELENA

TERMS AND CONDITIONS

Please read these terms and Conditions before proceeding to complete our Booking Form. These terms and Conditions govern all bookings at Villa Helena. Any booking made or order placed by you shall be deemed an offer by you to rent Villa Helena subject to these Terms and Conditions. All bookings and all matters arising from them are subject to English Law and to the exclusive jurisdiction of the courts of England and Wales. The person who makes the booking accepts these conditions on behalf of all members of the party and is responsible for all payment due from the party. The lead member of the party must be at least 18 years of age. By submitting a booking you warrant and confirm to us that you have read these Terms and Conditions and agree to comply with them.

VILLA RENTAL

This includes the use of Villa Helena and its facilities for the number of guests identified on the booking form. Facilities are defined as the villa, swimming pool, tennis court, parking and the grounds. Weekly housekeeping service; electricity, water, diesel. Linen change will be once weekly, garden and pool maintenance, and complimentary drinks on arrival.

OCCUPANCY

Only persons listed on the booking form may occupy the villa. The villa cannot be re-let or sublet to any other group/party or individual without the prior consent of the owners. Under no circumstances may more than the maximum number of persons specified in the villa description, or booking form occupy the villa. As owners we reserve the right to refuse admittance to the villa to the renter and their party if they are in breach of this condition. Pets are not allowed on the property.

ELECTRICAL APPLIANCES

Washing machine, oven, dishwasher, kettle, toaster, microwave, TV, refrigerator, freezer DVD player etc. Any breakdown of appliances must be reported to the proprietor ASAP. Every effort will be made to ensure these electrical appliances are repaired ASAP. However we cannot under any circumstances be held responsible for the lack of the facility.

AIR-CONDITIONING

The units must **only** be used while you are inside the property with all doors and windows kept closed. Under no circumstances must the units be left on continuously while the property is unoccupied.

ACCOMMODATION DESCRIPTIONS

The descriptions and information contained within our website have been made in good faith and are not intended to mislead. It is possible however that change in facilities may occur without our knowledge. In this event we will endeavour to communicate such changes. The electricity and water supply is often not as reliable as in the UK. Short breaks in the supply do sometimes occur. We cannot be held responsible for this or any other lack of facility beyond our control. We cannot be held responsible for any noise that is external to the property, country sounds from animals and birds, or building work from a distance.

SWIMMING POOL

The swimming pool of the villa is used entirely by the guests of the villa and at their own risk. It is imperative and the responsibility of the villa renter that **children are supervised at all times** in and around the pool area. No diving is allowed outside of the deepest end of the pool. Under no circumstance must glass be used in or around the swimming pool. Breakage of a single glass may require drainage and cleaning of the entire pool, which would be at the expense of the villa renter. Plastic cups & plates are available for your convenience.

RESPONSIBILITY

As owners of Villa Helena we are allowing rental of the villa to your group at your specific request. As

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such, you agree to be totally responsible for yourselves and all guests on the property at all times. The villa renter hereby acknowledges and fully releases from any and all claims, that the owners of Villa Helena are not responsible for any accident, loss, damage, injury or death suffered by the villa renter or guests regardless of cause or location. The villa renter releases and holds harmless the owners and all parties involved with the rental for any loss or damage to personal property, injury or death.

PAYMENTS

A £250.00p non refundable deposit is required to confirm your booking within 5 days of reservation. The final balance and security deposit of £200 must be received no later than 8 weeks prior to the arrival date. Failure to pay the balance within 7 days after the due date will result in the loss of reservation and all monies received. If reservations are made less than 8 weeks before arrival, then 100% of the rental is required within 5 days of booking. We accept payment by personal cheque or electronic bank transfer. Receipt of all monies received will be acknowledged to you by email, followed up by a written receipt.

SECURITY DEPOSIT

A deposit of £200.00p is payable along with the final balance 8 weeks prior to your holiday. Following check-out of the villa, it will be cleaned and a thorough inventory taken prior to any guests' checking-in. Providing there is no more than a reasonable clean up; this includes the bbq and surrounding area and nothing has been damaged or is missing. A cheque for the entire security deposit will be posted to you within 5 business days.

CANCELLATION BY YOU

You or any member of your party may cancel your booking at any time; however no refund will be made for any monies paid. In certain cases any loss if incurred involuntarily may be covered by insurance that you may have taken out. It is strongly recommended that you take out adequate travel insurance. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs.

CANCELLATION BY US

A full refund is available if the villa is determined by us to be un-rentable due to unforeseen circumstances. We strongly recommend you purchase trip cancellation insurance.

CHECK-IN/CHECK-OUT

Check-in time is 3.00pm on the start date and check-out is 10am on the end date. Any time alterations must be agreed with the owners prior to arrival.

SMOKING

Smoking is not permitted within Villa Helena, but may be done outside. Ashtrays are provided.

FORCE MAJEURE

The villa owners shall not be liable for any loss or damage arising from any matters outside the reasonable control of the owners including (but not limited to) acts of god, earthquake, war, civil disturbance, strikes or any other industrial action, acts of government.