

**Please read the following terms and conditions before proceeding to the booking form and confirm your acceptance signing at the bottom of the booking form.**

These Terms & Conditions govern all bookings with Morrison Fairlie Property LLP ('the company'). Any booking made or order placed by you, whether directly or through our online advertising, shall be deemed an offer by you to rent the relevant accommodation subject to these Terms & Conditions. All bookings through us 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. Booking services with the company are currently only available to persons who are over 21 years old. By submitting a booking you warrant and confirm to us that you have read these Terms & Conditions and agree to comply with them.

**GDPR:** Your personal data is used solely for the purpose of administering your booking. Your information will not be shared or sold to any party or used for any marketing purposes. Your information will only be used to contact you with regard to your booking, through telephone, text or email.

**Liability:** As the 'owners' of the property that you are booking we (Morrison Fairlie Property LLP or its partners, employees or agents) accept no liability whatsoever for any aspect of your travel arrangements and, in particular, accept no liability for any loss, personal injury/illness or death however incurred, including at the property rented. We strongly recommend that all members of the party take out travel insurance.

Although we take all reasonable endeavours to ensure the accuracy of all information provided and the quality and facilities of the properties we rent, all information has been provided in good faith and no liability is accepted whatsoever by the owners or agents for any misrepresentation of property material or accommodation or functionality, mechanical or otherwise.

**Payments:** A deposit payment of 25% is required at the time of booking. If the booking is made within two calendar months of the date of arrival then full payment is required immediately. The owners will not accept responsibility for cash sent through the post. Payment can be made by bank transfer to our bank account. Where an initial deposit is paid, the balance must be paid within 2 months of the commencement date of the booking, whether demanded by us or not. If this is not paid within 7 days of it being due, then we reserve the right to cancel the rental booking without a refund. Upon receipt of the final payment, guests will receive a final confirmation communication (by email). No access to the property will be permitted when full payment has not been received within the allotted time.

**Security deposit:** It is our policy to take a security deposit of £250 which is payable in advance of your booking. Upon your departure the local property management company will complete a property inventory and inspection. Any loss or damage caused to the property or inventory will be deducted from this holding deposit. If there is no damage reported your security deposit will be returned within 21 days.

**Breakages & Cleanliness:** Our accommodation is made available for letting on the understanding that the property will be left clean and tidy at the time of checkout and all personal waste must be removed from the property. Guests are not permitted to move any furniture or equipment without prior written consent from the company. In the event of such permission being granted, it is the customer's responsibility to return the same to its original position before checkout. Under no circumstances must any property for use inside the property be moved outside.

Any breakages must be reported to the property management company as soon as possible.

**Cancellation by you:** You 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. We strongly recommend that all members of the party take out travel insurance. If you have booked through a third party, any payments that you have made which are withdrawn at your request or action, or by a third party, for any reason, will be liable and payable to Morrison Fairlie Property LLP.

**Cancellation by the company:** In the unlikely event that we have to withdraw a property for rental we will endeavour to offer an alternative property (subject to availability) with the price difference payable/refundable as appropriate, or of receiving a full refund of all monies paid to the property owner.

**Negligence & Behaviour:** It is your responsibility to ensure that you and the members of your party do not behave in a way which causes offence or danger to other guests or which risks damage to the property or property belonging to others. In such circumstances we have the right to terminate your rental agreement if complaints are received from other guests or neighbouring properties. There can be no refunds, no payment of compensation and no reimbursement of any cost or expenses you may incur as a result. Further, you will be liable to reimburse the company for any expenses whatsoever it incurs as a result of your behaviour.

**Air-Conditioning:** Our properties have air conditioning units within them. The cost for air-conditioning is included in the rental price. For insurance purposes the air conditioning units must only be used while you are in the property, with all windows and doors kept closed. Under no circumstances must the units be left on continuously while the property is unoccupied as this will also affect the alarm system. Electricity and water meters are read as a matter of course at the start and end your rental, any excessive use identified may be charged. Please ensure therefore no excessive use of electricity or leave water running excessively.

**Conditions: wind and summer months; BBQ; No Smoking:** Owing to high summer temperatures and extreme dry conditions, Spanish restrictions will apply on use of charcoal barbecuing owing to the risk of forest fire. In such conditions charcoal barbecues will not be permitted. A gas barbecue is provided as an alternative. If the wind is blowing in the valley it is important to close windows and doors to prevent any damage to the property and to take extreme care when barbecuing (including gas) with regard to fire risk. There is no smoking throughout the villa and garden. Extreme care must be taken at all times with regard to fire risk, particularly in the summer months.

**Solar panels:** Our properties have solar panels installed for the purpose of heating the hot water supply to the property and the swimming pool. In the event there is a lack of solar power, the boiler heater will take over for hot water to the house, and the swimming pool water will remain at natural temperature until further solar power is available. No compensation can be claimed in the event of poor weather affecting the performance of the solar panels.

**Mechanical malfunction or failure:** Everything mechanical provided at the property, including the pool, hot tub spa, solar panels, pumps and pipes, electrical and plumbed, doors and windows, locks and bolts, alarm system, is provided in good faith and any unforeseen breakdown or malfunction which is not the fault of the owner, cannot result in any claim for compensation. Any repairs required will be dealt with timeously. In some cases a repair may require a spare part and securing spare parts will be dealt with timeously.

**Building Work and General Maintenance:** Any building work/noise which may commence in the local area is outside of our control, and we cannot be held responsible for any resulting disturbance. To our knowledge, all properties in the locale are complete and whilst we can assure you there should be no issues, we regret that we cannot accept any liability in the case of any such disturbance. Any repairs required to the property may require tradesmen to access the property to carry out the repair. Such tradesmen will carry ID and you will be informed in advance of their appointment. Under no circumstances should anyone be allowed to enter the villa without a confirmed appointment. Gardeners and Pool staff have their own key to the garden gate to enter the garden and pool areas in order to carry out their work from time to time.

**Disposal of rubbish:** It is the responsibility of guests to dispose of their personal rubbish from the property. Rubbish should be disposed of daily in one of the public bins which are situated on the public road. A small kitchen bin is provided in order to be emptied regularly and to avoid any risk of pest infestation or health issues.

**Baby Cots and Extra Beds:** We provide a baby cot but not extra beds. The accommodation is limited to 8 adults persons in 4 bedrooms only, and the use of the baby cot for up to 2 years of age. Any variation on this must be agreed separately and confirmed in writing.

**Reviews:** We do not solicit reviews or opinions for our private family house properties on review websites. Therefore no review or opinion of any kind can be posted on the internet or social media in any format.

**Check-in / Check-out times:** Access to properties can be flexible if they are vacant. If there are guests leaving on the day of your arrival then to allow for cleaning, access to the villa will be from 16.00 on the day of your arrival, and the property should be vacated by 10.00 on the day of your departure.

**Access:** Access to the villa is through a key-safe system. A code for the key-safe and its location will be provided to you prior to travel and on payment of full rental balance and security deposit, along with travel directions and instructions of how to access the villa.

**Terms & Conditions:** The Terms & Conditions above is the contract to which you agree with Morrison Fairlie Property LLP. Any booking through a third party, agency or online website booking provider, is subject to the above terms and conditions.