Casa Providencia: Terms and Conditions (revised September 1st 2023).

1. Definitions

- 1.1. 'Agent' means Lovelanzavillas whose representative is Mr Rossi Santoro.
- 1.2. 'Client' means the person who makes the booking and pays for the Villa.
- 1.3. 'Guest' means any person who is paying to stay in the Villa (which may include the Client), as listed in the correspondence or e-mails exchanged with the Agent.
- 1.4. 'Owners' means the persons described in the Title Deed registered in Puerto del Carmen on 24 May 2016.
- 1.5. 'Villa' means Casa Providencia, 26 Calle Las Vistas, Güime, 35559, San Bartolome, Lanzarote.
- 1.6. 'Young People' means a group comprising only adults under the age of 25 on the date of the first day of the proposed holiday.

2. Booking

2.1. It is the responsibility of enquirers to ensure that the dates of their intended stay are available by visiting the 'See availability' button on the Vrbo web site,

https://www.vrbo.com/es-es/p10276099?adultsCount=6&noDates=true&uni_id=5301046
Provisional bookings can be made by e-mail through the Villa's own web site,
www.casaprovidencia.net, via the 'Request to Book' tab on the Vrbo web site
(https://www.vrbo.com/es-es/p10276099?adultsCount=6&noDates=true&uni_id=5301046) or
with the Agent by phone on the following number:

Rossi: (0034) 679316036

or by email (Lovelanzavillas@gmail.com).

- 2.2. A provisional booking will be held for up to three working days to allow flights and other travelling arrangements to be made. After the expiry of this period the dates may be made available to another person who wishes to make a provisional booking.
- 2.3. The Agent reserves the right to decline a booking during the provisional period without providing an explanation to the enquirer.
- 2.4. To secure a provisional booking a deposit of £250 per week is payable on confirmation of booking. This deposit is non-returnable in the event of cancellation by the client. Payment of the booking deposit is considered acceptance of these terms.
- 2.5. The remaining balance must be paid 8 weeks prior to arrival.
- 2.6. Guests are recommended to take out suitable insurance cover.
- 2.7. In the case of a booking made less than 8 weeks before arrival, the full amount, is payable.
- 2.8. Should, for any reason, the balance not be received by the due date, the Agents reserve the right to cancel the booking.
- 2.9. <u>Cancellation by the Client</u>: In exceptional circumstances and with agreement by the Agent or the Owners, it may be possible to transfer a cancelled holiday deposit to another booking within a 12 month period. In these circumstances, the deposit will be held by The Agent until another booking has been confirmed. Cancellation charges will be made as follows:

More than 8 weeks before arrival - Loss of booking deposit.

Between 6 and 8 weeks before arrival – 50% of final payment.

Between 4 and 6 weeks before arrival – 80% of final payment.

Less than 4 weeks before arrival – 100% of holiday cost.

2.10. Cancellation by the Agents or Owners: The Agent and Owners are unable to accept responsibility for any aspect of holiday arrangements that are affected by matters over which they have no control to include (not exclusively) threats of war, riots, industrial disputes, civil commotion, terrorist activities, government action, global pandemics, extreme weather or similar events beyond our control, e.g. technical problems with aircraft. Liability is limited to the availability of the accommodation for the dates booked. In the event of the accommodation not being available (due to fire, floods, etc.) reasonable efforts will be made by the Agent to find a suitable alternative. If this is not possible, then the full amount paid in respect of accommodation will be refunded to the Client. Please note that contracts with external agencies such as airlines or car hire firms are outside of the control of the Agent and Owners, who cannot be held responsible on their behalf.

- 2.11. Single sex groups or young groups: If the booking consists of a group of single sex and/or Young People, The Owners and Agent reserve the right to charge an additional security deposit of £100.00 per person which will be refundable at the end of the stay, provided, following inspection by the Agents, the property is left in a satisfactory condition. If the property is damaged in any way, the security deposit will be held until such time as the damage is repaired. Any balance remaining of the deposit will be refunded. In the event the security deposit has been insufficient to cover the cost of damage, the Owners and Agents reserve the right to invoice the Guests for the additional amount. If payment is received within a reasonable time, the Owners and Agents reserve the right to progress the matter through the due legal processes.
- 2.12. The Guests must, in advance of their arrival, fill out completely, sign, and return to the Owner, a *Guardia Seville* registration form. **This is a legal requirement of your stay on the Island.**

3. <u>Insurance</u>

It is essential for everyone (including infants) to have adequate travel and medical insurance. The Agent and Owners cannot accept any liability for death, personal injury, sickness, accident, loss of luggage, delay or any other misadventure concerned with the holiday.

Guests are responsible for their personal property and valuables: the Owners and Agent cannot be responsible for their loss or damage. There is a safe available to Guests free of charge, details of which can be provided to Guests by the Agent upon their arrival.

4. Accommodation

4.1. Reasonable efforts will be made to ensure that the standard of the accommodation at the Villa is high with respect to its cleanliness, the facilities available, and the equipment provided for the use of Guests. If this fails to meet expectations, or does not work, then Guests are invited to contact the Agent on the following number:

Rossi: (0034) 679316036

- 4.2. Check-in is from 14.00hrs on the day of arrival and check-out is before 10.00rs on the day of departure unless a special request has been made and agreed in advance by the Owners or Agent through whom the Villa has been booked.
- 4.3. The Owners and Agent are unable to accept any responsibility for any damage to property belonging to the Guests resultant from any of the equipment in the Villa (e.g. clothing damaged in the washing machine because the wrong programme was selected by the Guest).
- 4.4. Guests are expected to take reasonable care of all of the equipment in the Villa that has been provided for their use.
- 4.5. The accommodation provided is only for the use of the Guests. Sub-letting, sharing, adding extra Guests etc. is prohibited without the explicit approval of the Agent in advance, and adding their information to the *Guardia Seville* registration form (see 2.12). However, this does not apply to guests of the Guests who may visit the Guests, but not stay overnight in the Villa.
- 4.6. Guests are asked to inform the Agent if anything gets broken so that a replacement can be sourced. Plastic glasses are provided for out-door use. Glassware must not be taken outside.
- 4.7. Guests are expected to respect the residents of nearby properties by avoiding late-night or excessive noise.
- 4.8. Guests must not change the number of the keysafe for the front door key and must replace the keys in it when they leave. Guests must not change the number on the padlock on the rear gate.
- 4.9. The bath and hand towels (white) provided are for indoors only. The pool towels (striped) provided are for the swimming pool and any trips to the beach.
- 4.10. Guests must not put anything other than toilet paper in the toilets unless they have produced it themselves.
- 4.11. Guests are recommended to close all windows and close and lock all doors when ever they leave Casa Providencia unattended, even only for a short while.

5. Health and Safety.

- 5.1. Smoking is not permitted indoors.
- 5.2. Guests must not climb on the walls or roof (e.g. to retrieve a ball).

- 5.3. Gates are provided on the sun terrace at the top of the steps to the pool area and the steps to the rear entrance. These are intended to prevent young children (under two years of age) from accidentally falling down the steps, or accessing the pool area without there being an adult responsible. Closing and bolting these gates is the responsibility of the Guests when young children are present. These gates are not intended to provide a robust obstruction to older children.
- 5.4. The Owners and Agent cannot accept any responsibility for any harm or injury to a Guest or to the guest of a Guest, however caused.
- 5.5. Guests are not permitted in the Pool room, where there are chemicals stored and where there is operating machinery.
- 5.6. Guests and guests of Guests using the swimming pool do so at their own risk. Children must be supervised by an adult at all times when in the pool: it is 5'9" (1.8m) deep.
- 5.7. The covers should be replaced on the pool and the hot tub when it is not in use, as this keeps the heat in, the dust out and minimises water loss through evaporation. **GUESTS MUST NOT SWIM IN THE POOL WHEN THE COVERS ARE IN PLACE.**
- 5.8. Under no circumstances should children under the age of 12 to use the Hot Tub unless supervised by a responsible adult.

6. Documentation

It is the Clients' responsibility to take all the necessary documents with them, e.g. passports, insurance details, British and International driving licenses, flight tickets, keys, etc. and that they are valid for the duration of the holiday.

7. Security of information

We promise that, to the best of our ability, any personal information that you provide to us during the course of making your booking will:

- Be treated as confidential and not given to other persons except those authorised to require such information as a part of their legal duties (e.g. subject to a Warrant Order or equivalent), and
- Not be used for marketing other products or given or sold to commercial agencies for marketing purposes.

8. Changes to Terms and Conditions.

The Owners and Agents reserve the right to make changes to the above Terms and Conditions at any time. Any such changes will not be applied retrospectively to any confirmed bookings.