



## **Terms and conditions**

### **1. General**

Our Terms and Conditions are needed of course because there has to be a rental contract for the lodge, but we think you'll find that the contents are common sense. If you have any doubts, ask us. By booking a holiday at Arboleda, you confirm that you have read and agree to the conditions. We recommend that you make a print out for your records.

### **2. Contract**

We consider that a rental contract has been established when you have paid the booking fee, it has been processed and accepted and we confirm this in writing (which can also be by e-mail). The Contract for a holiday rental is between the person booking (as appears on the Booking Form) and Arboleda, and is subject to all the following conditions.

### **3. Making payments**

All payments should be made in Pounds Sterling by direct transfer to the bank account indicated on the Booking Form.

You can also pay by cheque sterling (sterling, UK pounds only) provided that you add two weeks to the time limits given below: (i.e. twelve weeks prior to the start of your holiday).

### **4. Payment of booking fee/damage guarantee**

To process your booking we need a booking fee of 25% of the total cost of the holiday, which we also retain as a damage guarantee until your departure. Please note that the lodge will not be reserved for you until this has been paid. See cancellations below to see what happens to the booking fee/ damage guarantee in the event of cancellation/ changing rental dates.

The booking fee/ damage guarantee will be refunded in full on your departure if no damage has been incurred during your stay. In the event of any damage beyond normal wear and tear, you will be notified on your departure and an appropriate amount will be deducted from any refund due.

## **5. Paying for your holiday**

You will receive a communication from us of booking and the receipt of the booking fee. On this confirmation it will state the last date on which you have to pay your holiday, which will be ten weeks prior to your arrival.

If your booking is made more than ten weeks before the start of your holiday, on this day or before, you need only pay the booking fee of 25% of the total lodge rental cost.

If your booking is made LESS than ten weeks before the start of your holiday, you need to pay the booking fee PLUS the full rental payment on booking. Please note that if the full rental has not been paid on or before the due date, this contract will be invalidated and your booking will be automatically cancelled.

If you are a party of people making the booking, you need to arrange for one person to make all the payments (both the booking fee and the full payment of the lodge rental). We don't accept split payments from different people for the same booking.

## **6. Cancellations**

Cancellations have to be made in writing, which can also be by e-mail, whatever the reason.

If you cancel within two weeks of the arrival date, the entire rental fee will be forfeit. Only the booking fee/ damage guarantee will be refunded to you (unless you wish to re-book within 6 months).

If you cancel between two and ten weeks before the arrival date, only part of the rental fee will be forfeit. Again the booking fee/damage guarantee will be refunded to you (unless you wish to re-book within 6 months). You will be refunded a percentage of the rental fee, calculated on a sliding scale which increases with the time between cancellation and arrival dates.

If you cancel more than ten weeks before the arrival date, only the booking fee/ damage guarantee will be forfeit. However in this case you can move your booking to new dates of your choice within 6 months of the previous dates according to lodge availability. Your booking fee and full payment (if you have already paid) can be transferred in full to this new booking as long as you give us at least 10 weeks notice.

## **7. Period of hire**

Your rental starts at 16.00 pm on your day of arrival and ends at 10.00 am on the day of departure, by which time you must vacate the lodge. If the lodge has not been occupied immediately before you arrive, we are happy for you to move in earlier than the usual 16:00 pm check-in time. Equally, if we are not expecting another booking after yours and your flight is later in the day, you are free to use the lodge during the day until you are ready to leave, at no extra cost.

## **8. Number of persons in the property**

The number of persons occupying the property must not exceed the maximum number stipulated, which is shown both in the brochure and on the website.

Please note that the entire party will be refused entry if this condition is not observed.

## **9. Care of the property**

The person booking and the others in the party must take reasonable and proper care of the property. It should be left in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning. This includes all the furniture, pictures, fittings, accessories and other effects in or on the property. During your visit, you and your party are responsible for ensuring the safe use of all equipment., and are also responsible for ensuring that doors and windows are properly secured, and that any fires, taps, cooker, oven and electrical equipment have been switched off when leaving the lodge even for a short time. You should inform us immediately of any faults with, or damage to, any plumbing, electrics, or any of the equipment, fixtures and fittings. We would also like to remind you that this is not a noisy touristy area and we ask that you and your party be respectful of the quiet rural area the lodge is in where local people do pass by.

## **10. Breakages or damage**

You are legally bound to reimburse Arboleda for replacement or repair should the extent of any damage be beyond the amount provided by the damage guarantee.

## **11. Equipment**

Any equipment provided for your use is done so free of charge and includes loungers, barbeque, telescope, satellite TV, DVD, etc. Prior to your arrival we will inspect all equipment (TV, CD etc) to make sure it functions correctly. In the unlikely event of a malfunction of any item it will be replaced as soon as possible. A small refund will be offered for any period over one day that the TV or CD does not work.

## **12. Right of entry**

We need to be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

## **13. Children**

Your children are your own responsibility and you are responsible for their safety at all times.

## **14. Pets**

We regret to say that we can't accept pets.

## **15. Smoking**

Arboleda is a non-smoking lodge; however there are sundecks at the front and back of the lodge where you can smoke. Please respect this for other guests after you who don't smoke.

## **16. Liability**

Arboleda and its agents have no third party liability for breach of contract, negligence, misrepresentation or otherwise. We cannot be held liable for any accidents incurred either in the lodge or on the land at Arboleda, or for injuries sustained whilst using any of our equipment. Nor can we be held liable in the unlikely event of any theft or damage to your personal belongings during your stay. If you are an EU citizen, you are automatically covered for free primary emergency care in Spain. However this does not cover any additional expenses and we strongly recommend that you have your own travel insurance to cover your belongings plus personal injury/sickness/ repatriation whilst on holiday.

## **17. Warranties**

We do not provide warranties of any type and we are not responsible for the accuracy of any verbal information given or statements made by any of our servants or agents.

## **18. Complaints**

Should you have any cause for complaint during your stay, please notify us promptly and in the case of a serious problem, we would like it confirmed in writing.

## **19. Mobile phone**

Calls to Spanish numbers from U.K. mobile phones are quite expensive, and if you require we can provide you with a Spanish mobile pay phone to use during your stay. This phone is provided without pre-payment and has to be recharged at the supermarket or petrol station. There is a 50 € refundable deposit for this service and no refund is given for unused credit.

## **20. Costs**

There are no hidden charges. The cost of gas, electricity and water, as well as equipment is included in the rental price. The prices for any extra services you may require are included in the booking form. These include being met at any airport, or, if you choose not to drive, small charges for running you to and from the beach or to the shops. If you need picking up after a late meal, this again can be arranged at a very reasonable cost (cheaper than any local taxi service)

## **21. Enjoyment**

We hope that you will have a very enjoyable stay with us!