

Footprints Villa

Owner and rented by:

Kim and Annalisa Collins

Booking Terms & Conditions

Owner – refers to Kim and Annalisa Collins

Tenant – refers to the booking client

1. Formation of contract

To secure a booking, confirmation that the property is available for the dates requested and the prevailing rate will be detailed during the online booking process. The deposit for the rental of the property is payable on booking. If paying a reduced deposit as pre-agreed with the owner, the remaining deposit payment(s) will be due on the dates agreed with the Owner via bank transfer to the Owners bank account. A binding contract between the Tenant who has signed the booking form and the Owner will be made when a confirmation is issued at the conclusion of the booking. The Tenant is responsible for payment of the price of the rental and the compliance of members of your party with these conditions. Bookings cannot be accepted from persons less than 18 years of age at the time of booking and the Owner reserves the right to refuse a booking without giving any reason.

2. Payment

The balance must be paid not later than 8 weeks before arrival. Failure to pay the balance on time will constitute cancellation and cancellation charges will become payable in accordance with paragraph. Directions, access, agent details and detailed information for the accommodation will be sent no later than 2 weeks before arrival. If the Tenant books a holiday less than 2 months before arrival, the full rental fee is payable at the time of booking unless otherwise stated. For alternate currency usage (i.e. overseas clients paying in their own currency), the balance, when due, will be re-quoted, as due to fluctuations, the amount may be different to that listed at the time of booking.

3. The Price

Prices are in UK sterling and the rental period is weekly or fortnightly, unless otherwise stated.

The property is let fully furnished.

4. Alterations or cancellation by the Owner

In the unlikely event that it is necessary to make an alteration to or cancel the holiday accommodation specified in the booking contract the Owner will inform the Tenant as soon as possible and, if requested, will try to arrange alternative holiday accommodation of a similar type and standard and in a similar location as that originally requested. If the alternative holiday accommodation is not acceptable, the Owner will refund in full all monies paid, or as an alternative allow the Tenant to rebook the original property for another period. In either event, the Owner shall be under no other liability.

5. Cancellation by the Tenant

Any cancellation by the Tenant (for whatever reason) must be in writing addressed to the Owner (email is acceptable). The effective date of cancellation is when written notification is received by the Owner.

If the Tenant cancels more than 60 days to arrival, you will receive a full refund.

If the Tenant cancels the booking 60 days or less to arrival, or if the booking is cancelled by the Owner due to non payment, the Owner shall be entitled to the following percentage of the holiday cost:

*100% deposit retained. The deposit will be refunded only if, and when the relevant dates are all resold, minus any discount applied in being able to resell the dates.

*100% balance/full rental total retained (less than 8 weeks before arrival): The full rental will be refunded only if, and when the relevant dates are resold, minus any discount applied in being able to resell the dates.

Note: If the Owner is able to re-book the property for the period in question, the Owner will provide the net of discount refund, minus a £100 re-

marketing/administration fee per week. It is essential you have travel insurance in place at the time of booking and you will have to acknowledge if requested that you have a policy and provide the details (provider, reference number etc).

It is the Tenants responsibility to secure suitable travel insurance for their booking. No cover is provided by the Owner for a refund due to Covid. or any such variant.

6. Amendments by the Tenant

Upon receipt of the booking confirmation e-mail, the Tenant should check the details to make sure they are correct. If after the booking has been accepted the Tenant requires the Owner to amend it in any way, the Tenant must notify the Owner in writing as soon as possible. The Owner reserves the right to treat a change of property and/or holiday dates as a cancellation of one holiday and the booking of another.

7. Information

While the Owner makes every effort to ensure that descriptions supplied are accurate, the Tenant must accept that minor differences between the photography, illustrations and/or text used and the actual property and local areas may arise. The Owner reserve the rights to make modifications to the property specification that are considered necessary in the light of operating requirements. In the interests of continued improvement, the Owner reserves the right to alter furniture, fittings, and amenities, facilities, either advertised or previously available, without prior notice. If significant material changes occur after a booking has been confirmed, the Owner will advise if there is time before departure.

8. Number of people using the accommodation

The number of persons using the holiday accommodation must not exceed the maximum number stated on the booking form without prior written agreement.

9. Access

The property Owner or his representative in resort shall be allowed access to the holiday accommodation at any reasonable time during any holiday occupancy for the purposes of inspection and maintenance.

10. Arrival and departure

The Tenant can check into the property at any time after 4pm on your arrival date, and the accommodation must be vacated by 10.00am on the last day. In some cases it may be possible to check in earlier than 4pm, or check out after 10.00am but this depends entirely on other preceding or following bookings that may have been made on the property and is subject to confirmation by the Owner.

11. Liability of the Tenant

The Tenant must keep the holiday accommodation and all furniture, fittings and effects in the same state of repair and condition as at the commencement of the holiday, and leave the holiday accommodation in the same state of cleanliness and general order in which it was found. The Tenant is responsible for all damage or loss which occurs to the property or its contents during occupation of the property, and will be responsible for paying appropriate compensation to the Owner at the prevailing cost in the event of breakages or damage. These costs will be taken from the retained security deposit. The tenant is provided with Pre-arrival Information before arrival and the instructions therein constitute acceptance of the care of all items noted in clause 13 herein including damage to all noted items through incorrect use.

12. Complaints

In the unlikely event that the Tenant is disappointed with the holiday accommodation, you must contact the Owner and their agent in resort as soon as possible during the stay. and the Owner will try to solve the problem, subject to clause 13 below. Any claim received after a stay, for any issue, if not advised during the stay, will warrant no refund of any amount.

13. Liability of the Owner

The Owner shall not be responsible for the death or personal injury of the Tenant or any person named on the booking contract, nor loss of, theft of, or damage to any personal possessions. The Owner shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control including though not limited to act of God, explosion, flood, tempest, fire or accident, local construction, war or threat of war, act of terrorism, civil disturbance acts, flight delays, measures of any kind on the part of any

governmental or local authority, or adverse weather conditions including storm/hurricane. In the event of cancellation by either party the cancellation and refund conditions as detailed in clauses 4 and 5 of this document shall apply. The Owner cannot be held responsible for breakdown of mechanical and/or electrical equipment such as pumps, boilers, air con/heating etc, nor for failure of public utilities such as water and electricity, but the Owner and his representative in resort will endeavor to rectify any such issue without delay. The tenant is provided with Pre-arrival Information before arrival and the instructions therein constitute acceptance of the care of all items listed. Damage to all noted items through incorrect use are subject to this clause. The Owner is not responsible for noise or disturbance originating beyond the boundaries of the holiday accommodation or which is beyond our control.

14. Swimming Pool

In respect of the access to the villa's swimming pool, the Tenant acknowledges that no life guard is provided and therefore accepts full responsibility for their own safety should they wish to engage in the use of said pool, since it is an inherently dangerous activity. The Tenant accepts the operating rules of the pool warmer when operating in cooler months.

15. Law

All contractual obligations arising out of these booking conditions shall be governed by the laws of England.