

Booking Conditions

Your contract for your residence in our villa in Lanzarote is with Hazel and Alan Evans, 17 Godfrey Avenue Bangor BT205LS Northern Ireland and your booking is accepted upon your agreeing these Booking Conditions.

Your contract

When you make a residential rental you guarantee that you have the authority to accept and do accept on behalf of your party the full terms of these Booking Conditions. You must be at least 21 years old to make a rental with us. Your contract is made when any payment or part payment has been sent to Hazel or Alan Evans. Your contract will be governed by the Law of Northern Ireland and is subject to the jurisdiction of the Northern Ireland Courts at all times.

Paying for your holiday

The balance of your rental must be paid no later than 30 (thirty) days before departure. If you fail to pay in full 30 (thirty) days before departure your rental may be cancelled at our sole discretion and you may lose your deposit. If you book within 28 (twenty eight) days prior to departure this will be classed as a late booking and we must receive full payment before we can confirm your booking.

Your rental price

You will be advised of the current price of the rental that you wish to book before your booking is confirmed. We agree not to alter the prices of your rental.

Breakage deposit

A charge of £100 per party will be added to the basic cost of the villa rental. This is to cover accidental damage or additional cleaning costs that may occur during or at the end of your villa rental. If no damage or additional costs are incurred your damage deposit will be returned 14 days after your return. Please note that the breakage charge does not cover you for wilful and negligent behaviour. If the cost of accidental damage exceeds £100 or damage is caused by negligence or intention, a charge will be made and an invoice will be sent to you on your return to your home.

Confirmation

Please check your confirmation documentation, maps, key codes and all other documents you receive from us, immediately on receipt. You must contact us straightaway if any information appears to be incorrect. We are responsible for providing the villa rental we have confirmed to you. If you cancel or alter your booking later on you will lose your deposit. We reserve the right to later refuse your booking. If we do this we will refund all money already paid to us, in full, without deductions.

If you change your booking

If, after our confirmation email has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or villa accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. If one of your party withdraws from the holiday, someone else can

take their place providing they satisfy the conditions of the original booking, and the party leader informs us in writing at least 14 days before departure.

If you or we cancel your villa rental

To cancel the entire villa rental the Party Leader must either write or email us. Cancellation takes effect on the date we receive your email or letter. If you cancel after we confirm your booking and do not allow us 60 (sixty days) to find an alternative booking the party leader must compensate us for this loss to the value of 50% of the full value of the villa rental. If you have to cancel for a reason covered by your insurance policy you should be able to recover the cancellation charges. If we have to make a cancellation to your villa rental arrangements we will notify you as soon as possible and in which case we will refund you all monies paid by you, without deductions, but without compensation.

Delays

We are unable to accept any liability whatsoever for any delay to your flight or other journey method whether the delay or cancellation is caused by adverse weather conditions, the action of air traffic controllers, the action of port, airport authorities or governments, the rescheduling of times by the carrier, mechanical breakdown, strike or industrial action or otherwise. In such circumstances you may be able to make a claim under your insurance policy.

Your accommodation

This is reserved exclusively for the number of people named on the lead parties original request and no other persons are permitted to stay at the villa unless this has been agreed with us in writing. Additional guests will be immediately asked to vacate by our management company in Playa Blanca. On departure you should leave the accommodation in a reasonably clean and tidy condition so that we can efficiently prepare it for our next guests. If additional cleaning has been necessary this will void your £100 breakage deposit which will not be returned in part or in whole, at our sole discretion.

Special requests

If you have a special request that does not form part of the arrangements described on the website please inform us in writing. We will do our best to comply but cannot guarantee to do so and it will not form part of our contracted obligations.

Holiday insurance

Adequate insurance is essential. Your booking is accepted on the understanding that you agree to have full insurance arrangements in place prior to arrival at the villa.

Our liability to you

We accept responsibility for ensuring that the villa you book is as generally as described on our websites for Villa Primera ([http:// www.villaprimera.org](http://www.villaprimera.org)) and for Casa Verano (<http://www.casaverano.org/kilchoan>). We accept no

responsibility for the acts and/or omissions of our villa management agents.

We will not accept responsibility for any unusual or unexpected circumstances beyond our control which we could not have avoided even if we had used all possible care or any event which we or could not help or prevent. The provision of accommodation is our sole contract with you. We agree to have the villa available for your arrival. In no way do we accept responsibility for any delays in your reaching the villa no matter how these may be caused.

If you have a complaint

Making a complaint:

We strive to make your residence an experience to remember. However, we also have in place a structured system of complaint handling. This is posted in the villa. It tells you who to contact with a complaint in the first instance and how to contact us directly if not satisfied.

All complaints are documented at our agent's offices (contact details in the villa) and can be made available for anyone (including the authorities) requiring its use. Our agents will be happy to explain how a complaint should be filled out and answer any other questions you may have.

Our agents can take complaints in English, Spanish, German and Dutch.

We are proud of the standard of our villa which is our residence in Spain and used for short-term breaks by

family and friends and for longer residential lettings. We 100% support the Lanzarote government in its actions to maintain and raise villa standards in Lanzarote.

When I am resident at the villa, what Consumer Rights do I have in Lanzarote?

When you are in residence in our villa, you have at least the following rights:

- To receive complete and true prior information regarding the villa and not misleading publicity.
- To receive a quality that matches the category of accommodation you have chosen and it's written specification.
- To have a good degree of privacy and security.
- To have the opportunity to make complaints (see above).

Behaviour

At all times during your stay, you are expected to have consideration for our villa neighbours and others in the community. If in the opinion of our villa management company any of your party behaves in such a way as to cause, or to be likely to cause, danger, distress, annoyance or damage to property, or to our neighbours we may terminate your villa residence arrangements. In this situation, we will have no further liability to you and will not be responsible for meeting any expenses you incur as a result, making any refund nor for paying any compensation.

Data protection policy

In order to process your booking we need to use the information you provide. We take full responsibility for ensuring that proper security measures are in place to protect your information.

Booking acceptance

Your booking is accepted upon your agreeing these Booking Conditions. This Agreement constitutes the entire Agreement between you and Hazel and Alan Evans. The failure to exercise or enforce any right or provision of these Booking Conditions shall not operate as a waiver of such right or provision. You agree that making any payment regarding the booking of a villa confirms your unconditional acceptance of these Booking Conditions.