

TERMS AND BOOKING CONDITIONS

In these Booking Conditions we aim to explain our obligations to our customers. ‘

1. YOUR HOLIDAY CONTRACT

Your contract is with The Best Villas Pollença, S.L (which shall be called The Company)

When you make a booking you confirm that you have the authority to accept, and do accept, on behalf of all your named party these Terms and Booking Conditions.

You must be at least 18 years old to make a booking with The Company. Your contract with The Best Villas Pollença, S.L, has been confirmed (by email, signed fax, or letter) showing all requested details for all persons included in your party.

No contract is made between The Company and The Client, and no booking is valid (and accordingly The Company shall have no obligations to the Client) until The Company has issued a confirmation invoice.

Your contract with The Company will be governed by Spanish Law and is subjected to the jurisdiction of the Spanish Courts at all times

2. YOUR HOLIDAY PRICE

All prices are per villa per week – and not per person.

Website prices are ‘live’ and supersede/ cancel all previous website prices. The prices are subject to fluctuation and may go up or down. The price you see on your day of booking is the holiday price payable.

Payment Method:

When you make your booking you must pay 25% of the total rental price. The outstanding amount must be paid 60 days before your departure date. If the deposit and/ or balance is not paid on time, The Company reserves the right to treat the booking as cancelled if any part of the balance of the holiday price remains unpaid by the due date. If the balance is not paid by the due date The Company shall retain the deposit.

Should ‘The Client cancel, the terms as per Booking Condition No.4 apply.

3. IF YOU CHANGE YOUR BOOKING

If, after The Company has issued a Booking Confirmation, you (the Client) wish to change your booking arrangements in any way – for example your chosen departure date or the villa you are renting – any possible changes may be made, subject to availability. The Company will do its utmost to make these changes. However it may not always be possible. All requests for changes must be made in writing by the person who made the original booking.

If you (The Client) wish to make a change within eight weeks of your departure date this will be treated as a cancellation of the original booking and you will have to pay the applicable cancellation charges set out in Clause 4 below.

4. IF YOU CANCEL YOUR BOOKING

You (The Client) or a member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received by The Company to confirm the cancellation. Cancellation applies from the date of receipt of the cancellation notice by The Company. Since The Company incurs administration costs and costs resulting from the fact that it may not be possible to 'resell' the villa rental period, The Client must pay a cancellation charge within seven days of the cancellation. Cancellation charges must be paid whether or not The Client is able to claim for the cancellation charge monies on their Travel Insurance policy. It is the Clients responsibility to purchase travel insurance and to make a claim on the insurance policy if necessary.

The Client must pay the following cancellation charges to The Company within seven days of the cancellation:

Period before arrival at rental villa within which written cancellation is received	Cancellation charge as a percentage of the price of the villa rental/ travel arrangements
More than 60 days before arrival	Loss of deposit
59-28 days before arrival	60%
27-21 days before arrival	75%
21-15 days before arrival	90%
Less than 14 days before arrival	100%

5. IF WE, THE COMPANY, CHANGE YOUR BOOKING

It is unlikely that we, The Company, will have to make changes to your villa accommodation – as we plan our villa arrangements many months in advance. However, occasionally, changes may need to be made and we, The Company, reserve the right to do so at any time. It is likely that these changes will be minor and we will advise you at the earliest possible date.

If a major change becomes necessary, we will inform The Client as soon as possible – if there is time to do so before your departure.

When a major change occurs (such as a change in the resort or a reduction in the standard of your accommodation) The Client will have the choice to either accept the change or to accept an offer of alternative accommodation from The Company – if available. Or The Client may cancel the booking and receive a full refund of all monies paid. In all cases, except where the change

arises due to reasons of force majeure (detailed below) then we, The Company, will pay the following compensation:

Period before arrival at rental villa within which a major change is notified to you, The Client	Compensation per person (excluding
More than 42 days before arrival	Loss of deposit
41-28 days before arrival	£10
27-15 days before arrival	£20
Less than 14 days before arrival	£30

FORCE MAJEURE

Compensation will not be payable if we are forced to cancel or change your booking in any way for reasons beyond our control, We can cancel your booking for reasons of war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other circumstances amounting to force majeure.

6 IF WE, THE COMPANY, CANCEL YOUR BOOKING

We reserve the right, in any circumstances, to cancel your booking. However, we will not cancel your booking less than 4 weeks before your arrival at the rental villa, except for reasons of force majeure (See Clause 5) or failure by you to pay the final balance.

If we are unable to provide the booked accommodation, you can either have a refund of all monies paid or accept an offer of alternative booking of comparable standard from us, if available. If it is necessary to cancel your booking, compensation will be payable in accordance with Clause 5.

Cars, flights and other travel arrangements not booked with The Best Villas Pollença, S.L are not subject to any refund by The Company.

IF YOU HAVE A COMPLAINT

If you have a complaint or any other problems during your holiday, please come to the The Best Villas Pollença, S.L or call one of the following numbers: +34 971 53 49 31 (from Monday to Saturday, except Bank Holidays and Sundays, between 09:00 and 13:00 and between 16:00 and 20:00)

In case of extreme emergency, outside of these hours, please call our 24 hour mobile telephone number: +34 605 98 84 72.

Only those complaints which are received during your holiday will be accepted.

In case of technical problems (such as lack of water) we will send one of our maintenance technicians or authorised personnel, in order to ensure the problem is resolved. Please note that although you are able to reach The Best Villas Pollença, S.L Mallorcan office 24 hours a day does not mean that we have a 24 hour service, that is we may not be able to despatch one of our maintenance technicians or authorised personnel immediately. Those problems that are not considered as emergencies will be solved as soon as possible, but may not be solved immediately.

PROPERTY DESCRIPTION

Descriptions and information on the The Best Villas Pollença, website and in the brochure is written by our staff, from information which has been gained by visiting the property. It is written in good faith. However, it is possible that changes to facilities may occur without our knowledge. In this event we will endeavour to inform you of any changes, once they are known. However, The Company cannot be held responsible for any inaccuracies which are beyond our control. Please remember that the descriptions are subjective and a matter of opinion.

Please remember that the properties are all in Mallorca, Spain. Standards here may not be the same as you are accustomed to, and facilities may not be the same. Interruptions of water and electricity supply might occur on occasion. We cannot be held responsible for these supplies or any other lack of facility which is beyond our control.

In circumstances can the maximum number of persons staying at the villa, as stated on The Best Villas Pollença website or brochure be exceeded