



Terms & Conditions

General

Thank you for choosing to book with 'Javea Holiday Rentals', we look forward to welcoming you. These terms and conditions (the "Booking Contract") will form the basis of your agreement with 'Javea Holiday Rentals' a trading company of 'Mediterranean Holiday Rentals S.L.' (N.I.F B02713790), Registered Office: Calle Tarrac 7, Jávea (Xàbia), 03730, Alicante, Spain.

'Javea Holiday Rentals' ("we", "us" and "our") acts on behalf of its 'Property Owners' as a 'Property Manager' and so in this booking contract the assumption is made that Javea Holiday Rentals is acting on behalf of its property owners in all matters.

Please read them carefully as any booking is subject to the booking contract. The booking contract sets out our respective rights and obligations. In this booking contract references to 'Holidaymaker (s)' / 'Clients' ("you" and "your") include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

Should you have any queries or questions with regards to the booking contract then do not hesitate to contact us by email at Info@javeaholidayrentals.com, in writing to the 'Registered Office' or by 'Mobile' on (+34) 693816623.

Making a Booking

There are three ways in which a booking can be made with us.

Website

- By completing a booking request form on the Javea Holiday Rentals website and making the necessary deposit payment ("direct booking"). You will be issued with an invoice showing all the terms and conditions of the booking contract. From that point the booking will become legal and binding. At this point all points enclosed within become effective.

Third Party Portal

- Javea Holiday Rentals uses 3rd party portals ("portal") to advertise its properties. Whilst each of these portals have their own booking conditions, invoices, and payment terms. Your rights, terms and conditions are exactly the same as booking direct.
(N.B The payment terms & cancellation policies of the portal always supersede those of Javea Holiday Rentals)

Third Party Portal (Direct with Javea Holiday Rentals)

- Certain portals direct their clients to book via us ("direct portal"). In this case you are treated as though you booked your holiday as a direct booking via our website.



By making a booking with us, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- He/she has read this booking contract and has the authority to and does agree to be bound by them.
- He/she consents to our use of information in accordance with our '**Privacy Policy**' and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements **if applicable**).
- He/she is over 25 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.
- He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.
- To make a booking via our website or with a booking through a direct portal, you must complete the booking confirmation pages on our website or accept any quotation that has been sent.
- To confirm your reservation, you must pay the appropriate deposit (or full payment if booking within 8 weeks of departure). Payment can be made using our online payment system '**STRIFE**', by the link sent by us or alternatively you can request that one of our operations team contacts you to make payment over the telephone. (See below for details of payments)
- If booking through a portal then payment will be subject to their terms and conditions.
- We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion in all cases. If we are unable to accept your booking or there is any reason why we are unable to process your booking we shall return your payment immediately or inform your online portal.
- In the case of a direct booking a binding agreement will only come into existence between you and us when we issue and dispatch a confirmation invoice to the party leader. Until then we shall be under no liability to you whatsoever. Please note we accept no liability for any item/arrangement not confirmed on our invoice.
- If you believe that any details on the confirmation invoice or any other documents are wrong, you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document immediately.
- The balance of the holiday price must be paid 8 weeks prior to arrival or at the time of booking if within 8 weeks of departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out below will become payable.



Paying for your Booking

10 weeks prior to your arrival you will be reminded that the balance of your booking is due within two weeks. At 8 weeks prior to your confirmed arrival "arrival date", the full balance, along with any 'Security Deposit' should be paid.

This can be paid by credit card, debit card, bank transfer (BACS), bizum. Should you have any queries about the payment of the balance you should contact us during this two-week window. If you fail to make the balance payment due on time, we may treat your booking as cancelled by you and the 'Cancellation Policy' (as defined in this booking contract) could apply.

N.B This clause only applies to 'direct bookings' and 'direct portal' balances

Security Deposit

All bookings are subject to a security deposit of 300 euros. This will be refunded within 5 working days of your departure after a satisfactory inspection by our representative on your day of departure. Where the deposit is taken by an online portal the normal refund period is 10 working days.

- We do not normally charge our guests for minor breakages as we know that accidents do happen. We do however reserve the right to make a charge to the guest credit/debit card, or we may send you an invoice for repair / making good if the damage / breakage is significant.
- We would ask that any breakage / damage is reported immediately.
- All guests are provided with keys to the property. Any loss of the keys would necessitate a lock change and so this cost would be charged to the guest and must be paid before vacating the premises.

Cancellations and Amendments

If you Cancel or Amend your Booking

We recognise that at times certain situations are outside of your control. If you need to cancel or amend your booking you must write to us or email us as soon as possible.

A cancellation or amendment will not take effect until we receive confirmation from you. Any charges relating to cancellation ('Cancellation Policy') are laid out in the appendix attached to this booking contract.

If in the event that:

- any Balance required from you is not paid in accordance with the timeframes set out; or
- you do not arrive at the property within 24 hours of your arrival time without notifying us

then we shall be entitled to treat your booking as being cancelled by you and the cancellation policy will apply.



Cancellations and Amendments (continued)

If we Cancel or Amend your Booking

We would not expect to have to make any changes to your booking once it is agreed between you and us, but sometimes problems occur and we do have to make alterations or, very occasionally cancel bookings.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your booking. If we cancel your booking, we will refund you any reasonable fees that you have already paid.

However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

Global Pandemic – Corona Virus (COVID-19)

2020 caused chaos within the travel industry. In light of the recent emergence of Corona Virus (COVID-19) and the travel related issues this virus has subsequently caused and is still continuing to cause to travellers and the global tourism industry, we have updated our terms and conditions to give travellers and potential guests peace of mind when making a reservation with Javea Holiday Rentals.

Our relationship with our clients is paramount and it is our intention is to ensure that prior to the balance of your holiday being due, we will have a good idea of any potential issues with travel from your country of origin or within Spain. Should at the 8 weeks prior to your arrival date point the situation be unclear then we may agree to delay your balance payment to an agreed shorter period.

For the avoidance of doubt, should any of the below situations occur which directly affect your reservation dates then you will be offered the choice of either:

- up to a 12-month postponement of your booking.
- a full refund.

Acceptable circumstances for a COVID-19 related refund or postponement are:

- A local or national level government enforced lockdown of your primary residence or postcode.
- A national restriction or government advice against travel to Spain.
- A quarantine period of more than 10 days being required on return to your home country or local area.
- A member of the travelling party being diagnosed with COVID-19 prior to travel and who would not be allowed to travel due to isolation rules. Diagnosis certificate or doctors' letter will be required.
- Closure of borders, either regionally or nationally that make travel to Jávea or Spain impossible.

IMPORTANT NOTE: The cancellation of scheduled flights, trains, ferry, coach services or any third-party travel providers are not covered by our COVID-19 policy.



Arrival and Departure

Meet & Greet.

On your arrival and departure days our representative will meet you at your property. They are there to provide you with any information you require to make your stay enjoyable and to hand over keys. On your departure day they will meet you to arrange to collect keys and ensure that everything is OK prior to your departure. (See below for arrival and departure times)

- You will be contacted for your flight times so that we can plan your arrival and departure times. Should you have early morning departure times a representative will instruct you on the process for handing over keys.
- Your property will not be available for occupancy until **16:00 hours** on the day of arrival, although every effort will be made for it to be ready as early as possible, subject to cleaning and preparation being complete.
- If your arrival will be delayed, you must contact us on the numbers shown as soon as possible so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the property.
- If you fail to arrive by midday on the day after the arrival date and you do not advise the contact of your anticipated late arrival, we may treat the booking as having been cancelled by you and we shall be under no obligation to refund you for fees already paid to us.
- In the event of arriving to your property and finding any faults, problems, or damage, you must make us aware **within 24 hours** of your arrival, and you are obliged to give us the time necessary to resolve the problem. If no such notice is given or received within the specified time frame, we reserve the right to recover the costs of repair or replacement from your security deposit following your departure.
- At the end of your stay, the property must be vacated by **10:00 hours** unless a later departure has been agreed in advance with us.

Passport Details

All guests will be required to complete a registration form on arrival which is then lodged with the Guardia Civil. This is a legal requirement, and one must be completed for each member of your party prior to arrival.

You will be contacted by an affiliate company, called '**Checkin**', 4 weeks prior to arrival. They will request the following details for each member of your party travelling.

- Full Name
- Address
- Date of Birth
- A copy of your passport

The collection of this information is all done online and complies fully with GDPR regulations, with information stored on a secure remote server and uploaded directly to the Guardia Civil.

Your Property

Cleaning of Property

We take our responsibilities very seriously in the current climate with regards to the cleaning of our properties. To that end we need to make our guests aware of the following items.

- Our properties are deep covid-19 cleaned prior to your arrival. This means that it is not always possible to allow entry prior to the 4pm agreed arrival time.
- All linen and bathroom towels are changed every 7 days. At the same time on a stay of more than 7 days the property is given a light clean.
- The cleaning times are available in your '**Manual**'. In order to ensure the safety of your party we ask that either your party stays around the pool or leaves the villa whilst the cleaning is being undertaken.

Linen & Towels

Like hotels we take our responsibility towards the environment very seriously. In Spain water preservation and retention is one of the government main objectives in the next 5 years. All linen and Towels are supplied **FREE OF CHARGE** and thoroughly laundered prior to arrival.

- Bed Linen and Bathroom Towels are changed as follows;
 - bed linen is changed every Saturday.
 - bathroom towels are changed every Saturday.
- Complimentary Pool / Beach Towels are supplied for use during your stay.

Smoking

- We do not allow smoking inside any of our properties, however, feel free to smoke in any of the external terraces, swimming pool area and BBQ.
- Ashtrays are provided in all permitted areas.
- Should a guest smoke in any of the restricted areas then an additional 200 euros charge will be levied to cover a deep clean of the house.

Security Safes

- All properties have a small security safe which is programmable and are large enough to store a tablet, phone, passports, etc. We do not accept any liability for any loss arising from their use.

Children

- We welcome children of all ages at our properties and would only ask that they are supervised during your stay, especially with regards to use of the swimming pool. All chemicals and dangerous substances are locked away prior to arrival.
- For the purpose of booking;
 - Infants – 0 to 2 Years
 - Children – 3 to 12 Years
 - Adults – 12 years +

Your Property (continued)

Pets

Pets are welcomed at certain properties in the Javea Holiday Rental portfolio. In those properties where they are allowed we would ask the following.

- That owners ensure that their animal is supervised during your stay.
- That they are not allowed to sneak into your bed at night.
- That any mess is cleaned up and disposed of responsibly in accordance with local bye-laws. Any fines incurred by our guests must be paid on departure.
- No animals are allowed in the swimming pool.
- It is a legal requirement when walking your dog to ensure that;
 - a) It is on a leash at all times
 - b) You carry bags for the collection of dog litter
 - c) You carry water to wash away any urinePolice will fine owners that do not comply with these three measures.

Swimming Pool

Swimming Pools can be the centre of any holiday. We want to make sure that you and your group have a fantastic time but would ask the following during your stay.

- Our swimming pool is open from 8am until 2pm at night and is cleaned twice per week in Summer and once per week in Winter. Our contractors will comply with a laid down COVID-19 guidelines. Whilst the pool is being cleaned we would ask that your party remain in the house / apartment or choose that day for an outing. All times for cleaning are shown in our **'Manual'**
- We would ask that guests shower prior to using the pool to ensure that the filters are not blocked up with any creams. Certain creams can cause pools to go green and can result in pools being closed. This results in additional visits and chemical treatments. If this happens additional costs may apply.
- Children should be supervised always by their parents at all times.
- Pets are not allowed to use the swimming pool at any time.
- No liability is accepted for swimming pool use. Their use is purely at your own risk.



Our Liability to You

We have a duty to select the suppliers of your arrangements with reasonable skill and care. We have no liability to you for the actual provision of the arrangements, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees, or agents.

We also have no liability in the following situations:

- where the arrangements cannot be provided as booked due to 'force majeure' /circumstances beyond our control.
 - where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you.
 - where you incur any loss or damage that relates to any business activity or loss of opportunity.
 - where any loss or damage relates to any services which do not form part of our contract with you.
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- We limit the maximum amount we may have to pay you for any claims you may make against us. For all claims which do not involve death or personal injury, the maximum amount we will have to pay you if we are found liable to you on any basis is the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your arrangements.
 - We accept no liability for intermittent failure of public supplies or utilities such as water or electricity over which we have no control, nor of sewage systems, plumbing or mechanical equipment in our properties, but shall use our best endeavours to arrange prompt repairs where possible.
 - Please note that we do not offer compensation resulting from activities of theft or accept any liabilities for such matters both in or around your property or in the resort. In the event that you should lose any items of value whilst on holiday, through theft or otherwise, you must report the facts immediately to the local police and obtain a written report. If a report is not obtained it will be difficult for you to pursue any claim with your insurance company.
 - All our guests are strongly advised to take out appropriate insurance to cover cancellation of this accommodation. This insurance should also cover for personal injury, medical and emergency expenses, loss of baggage, money, missed departure and personal liability.
 - If you are ill or injured whilst on holiday, you must, in addition to reporting your illness to our Representative on the numbers shown, consult a local doctor and also consult your GP on return to home country. Should you then wish to make a claim against us as a result of your illness or injury, you must provide us with details of both the local doctor whom you saw, and your GP, together with written authority for us to obtain a medical report from both of those doctors.

Our Liability to You (continued)

- If you choose to issue court proceedings against us (subject to your compliance with our complaints procedure), then you must do so within two years of your return home. If we accept any liability or are adjudged to have for a claim that you make, you must assign to us any rights that you may have against any of our servants, agents or suppliers who are in any way responsible for the failure of your holiday or any death or personal injury you may suffer, you must also co-operate with us in any claim. Other than that, set out above and as detailed elsewhere in these booking conditions we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

Your Obligations

You agree to comply with the regulations set out in any property manual at the property and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party. These are set out below but not limited to these.

- You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition.
- You agree not to cause any damage to the walls, doors, windows or any other part of the property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.
- You agree to take all necessary steps to safeguard your personal property while at the property.
- You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).
- You cannot allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the property, nor can you take your pet into the property unless agreed by us in writing in advance. If you do so, we can refuse to hand over the property to you or can require you to leave it. We will treat any of these circumstances as a cancellation of the booking by you and we shall be under no obligation to refund you for any fees already paid to us in those circumstances. Any refund will be at our sole discretion.
- You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs, in an emergency or to ensure you are complying with this Booking Contract.
- You agree to pay prior to arrival, a fully refundable damage deposit of 300,00 € as a security deposit. Following your departure and successful property check, the damage deposit will be refunded back to or unblocked from the same card from which it was paid within 5 working days. Should the property fail the inspection you will be notified in writing within 7 days and costs of repair/replacement will be laid out clearly. For the avoidance of doubt, we will not be liable to refund you for any fees you may have paid to any third party in connection with payment of your security deposit or refund any difference due to a fluctuating exchange rate between your arrival and departure dates. Please also note that without a security deposit being authorised or paid for access to a property will not be granted.



Website and Online Brochure Accuracy

Important note: the information and prices shown on this website and in our brochure may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the information and prices at the time of publishing, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking.

All information in this website and our online brochure has been compiled from up-to-date details and we have taken care to ensure that it is accurate. There may however be occasions when an advertised facility is either modified or not available. Such situations may be dictated by local circumstances, necessity for maintenance, water shortages, unsuitable weather conditions, fuel shortages, power cuts and other circumstances beyond our control. If we are advised of this, then we will of course inform you as soon as possible, but we cannot be held liable in such circumstances. It is also important to remember that some facilities, such as shops, restaurants, communal pools, water sports and water parks etc may not operate at all times and may have closed.

Furniture and fittings may sometimes vary from brochure or website photographs. Please visit our website for latest photography and most up to date property information. If a particular facility offered in our properties is essential to the booking of your holiday, please ensure that we are made aware of this prior to you completing the booking confirmation pages. Please note that at all times, the information on our website supersedes that in our brochure.

Google Maps are to give you a further guide to the location of the villa. However, we cannot guarantee the definition of the location of your villa and it is subject to whatever Satellite image Google publishes. New and updated Satellite images are being uploaded by Google on a regular basis which sometimes results in the movement of our marker and please remember that the image of your area may have been taken by Google several years ago. The property and the immediate area around your property may have altered significantly. These views are for your reference only and we accept no responsibility for any inaccuracies.



Complaints

- Javea Holiday Rentals and its owners have made every effort to ensure that you have an enjoyable and memorable holiday. We pride ourselves on the high quality of our properties and the speed that we resolve issues. If, however, you have any cause for complaint it is important that remedial action is taken as soon as possible. It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve problems properly unless we are promptly notified.
- Discussion of any criticisms with us whilst you are in residence at the property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the property) cannot possibly be investigated unless registered whilst you are in residence at the property.
- If any complaint cannot be resolved during your holiday, you must write to us or email us with full details **within 21 days** of the end of your booking. For the avoidance of doubt, you shall always contact us if you have any complaint in relation to your booking or the property.
- The properties that we let are private dwellings, rather than tourist residences. They therefore reflect the personal taste of the owners and, in some cases, also the culture, traditions, and standards that make each property distinct. It is possible that such differences may result in minor inconveniences which cannot be accepted as complaints.
- Please be aware that windows and patio doors in Spain are not necessarily fitted with safety glass.

Any complaints must be sent in writing or by email for the attention of 'Customer Services' to the following addresses.

Email: customerservices@javeaholidayrentals.com

Address: Attention Customer Services
Mediterranean Holiday Rentals S.L
Calle Tarrac 7, 03730
Jávea (Xàbia), Alicante
Spain

Cancellation Policy

The below cancellation table shows the charges that would be levied in the event of a cancellation. The percentages refer to the percentages of any payments that we have received.

Listed below is a reiteration of our current '[Coronavirus \(Covid-19\) Policy](#)'.

Payment Terms

Item	Date Due	Amount
Initial deposit	On booking	25% deposit
Balance of booking	8 weeks prior to arrival	Final payment

Cancellation Policy

Date Cancelled	Cancellation Charge
Upto 8 weeks prior to arrival	Nil
6 – 8 weeks prior to arrival	40%
4 – 6 weeks prior to arrival	60%
2 – 4 weeks prior to arrival	80%
Less than 2 weeks prior to arrival	100%

Additional Cancellation Terms

Item	Cancellation Charge
No show for holiday	100%
Non-payment of balance between 7 – 8 Weeks (Unless agreed)	Deposit withheld

Security Deposit

Amount	When Due	When Refunded
300 euros	With Balance Payment (8 Weeks Prior to Arrival)	5 Working Days After Departure



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Our relationship with our clients is paramount and it is our intention to ensure that prior to the balance of your holiday being due, we will have a good idea of any potential issues with travel from your country of origin or within Spain. Should at the 8 weeks prior to your arrival date point the situation be unclear then we may agree to delay your balance payment to an agreed shorter period.

For the avoidance of doubt, should any of the below situations occur which directly affect your reservation dates then you will be offered the choice of either:

- up to a 12-month postponement of your booking.
- a full refund.

Acceptable circumstances for a COVID-19 related refund or postponement are:

- A local or national level government enforced lockdown of your primary residence or postcode.
- A national restriction or government advice against travel to Spain.
- A quarantine period of more than 10 days being required on return to your home country or local area.
- A member of the travelling party being diagnosed with COVID-19 prior to travel and who would not be allowed to travel due to isolation rules. Diagnosis certificate or doctors' letter will be required.
- Closure of borders, either regionally or nationally that make travel to Jávea or Spain impossible.

IMPORTANT NOTE: The cancellation of scheduled flights, trains, ferry, coach services or any third-party travel providers are not covered by our COVID-19 policy.