

Terms & Conditions

Reservation

- In addition to the general data (full first and last name, email, mobile phone and payment data), a valid ID is required when making a booking. In Spain, it is compulsory for all accommodations to register all guests older than 16 at the police station. So very important: please send clear pictures of all passports of all staying guests by email or WhatsApp before arrival.
- After you have made a reservation and paid, you will receive a confirmation message from us immediately.

Paying for your booking

- We ask you to pay 30% of the total rent (including final cleaning), when making the reservation. Once the amount is received on our account, the reservation is confirmed.
- The balance of the total rent needs to be paid 30 days before arrival.
- You can pay via bank transfer, Ideal or credit card. In the case of a bank transfer, payment must be made to IBAN NL94ABNA0118846663 (BIC ABNANL2A) in the name of MER van Vliet en/of-FW van der Kooy, stating your first and last name and the rental period (e.g. James Wilkinson August 1 to August 15).
- By paying you are confirming that you have read and accepted the terms and conditions of the booking and our house rules.

Damage deposit

- For all bookings we take a refundable damage deposit. The damage deposit may be used for any repair and/or replacement of the property, furnishings, fixtures, and fittings that are necessary after your stay. The damage deposit may be held against any excessive noise made while you are in the property and it may also be held against extra cleaning if the property is left in an unreasonable condition. We will return the damage deposit to you following the return of the keys to us, less any deductions in accordance with the conditions listed above.
- You must notify us of any damage to the accommodation, contents fixtures or fittings which occurs during your stay, even if you regard the damage as fair wear and tear or if you do not believe the damage is your fault. We will make the final determination as to whether the damage constitutes fair wear and tear in the circumstances.

If you do not notify us of any such damage you will be fully liable for such damage on a full replacement basis. Any items having to be purchased will be replaced with 'like for like', of the same quality and standard. No 'markup' will ever be added.

You will be charged at € 50 per hour to cover our time obtaining quotations, labour, travel, telephone, shipping expenses and any additional work required to fix, repair or replace broken or damaged items in time for our next guest.

Cancellation and Amendments – if caused by You

If you need to cancel or amend your booking, you must send us an email as soon as possible. A cancellation will not take effect until we receive confirmation in writing from you.

After the deposit or full payment has been received, all cancellations will be subject to a charge of a percentage of the total rental price, at the following scale:

- Over 60 days before the arrival date is free of charge, a credit note of 100% of the amount received will be issued and will remain valid until the end of the following calendar year.
- Up to 28 days before the arrival date, a credit note of 75% of the amount received will be issued and will remain valid until the end of the following calendar year.
- 27 to 14 days before the arrival date, a credit note of 50% of the amount received will be issued and will remain valid until the end of the following calendar year.
- 13 days before the arrival date, the full amount of the booking.
- In case of a no show: the full amount of the booking.

Cancellation and Amendments – if caused by Us

- We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations or, very seldom cancel bookings. If this does happen, we will contact you as soon as possible and inform you of the cancellation or the change to your booking. If we cancel your booking, we will refund you any fees you have already paid to us. 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).
- In the event of a sale and the Ownership changes, we cannot guarantee the property will continue to be used for holiday letting by the new Owner. We will notify you immediately if the property has been sold, giving you the opportunity to source alternative accommodation with our help. We will refund you any fees you have already paid to us in case we cannot find a suitable alternative.

The property

- The maximum number of people per property is specified on the booking form and must be respected. If we become aware that the number of people is exceeded, we reserve the right to terminate the booking without any refunds.
- You are responsible for the keys to the accommodation and if you lose or do not return them, you will be charged a replacement fee of up to € 300 to cover the locksmith costs.
Bed linen and bath towels are provided in all our properties.
- No pets are allowed in any of our properties.

- Properties are available after 15.00 on the day of arrival and must be vacated by 11.00 on the day of departure, unless previously agreed in writing by us. We will always try to get you into the property as early as possible if it is cleaned and ready.
- If your arrival is delayed, you must contact us via phone or email 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 us of your anticipated late arrival we will 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.

Construction work

- The rental accommodations are private properties that belong to us as individual owner and are typically located in large residential districts. The accommodations are usually not located in holiday parks, so construction work may occasionally occur nearby. This work may be carried out by homeowners or contractors and / or public institutions, with whom we have no relationship whatsoever and over whom we cannot exert any control. Casa Maria Flora can not be held liable for inconvenience caused by any construction work.

Property decoration and furniture

- We do our best to keep the pictures of the properties up to date. Nonetheless, we make updates and changes in terms of decoration and furniture and we can not guarantee that the pictures will be updated prior to reservation. Therefore, no refunds will be made for changes within the property.

Your obligations

- You agree to maintain the rental property and its contents in the same condition as at the beginning of the holiday. You must inform us immediately of any breakages, losses or damage to the holiday rental property during your stay. You will be responsible for the cost of any damage caused by you or your party. It is your responsibility to check the property on arrival and to report any damage or non-functioning items to Casa Maria Flora within 24 hours. If no report is made of damage or non-functioning items is made, and Casa Maria Flora finds damage or non-functioning items in the property after the departure of the client, these damages will be taken from the damage deposit of the client.

Parties – Events

- It is not allowed to hold parties or events in the rented accommodation without the express written permission of Casa Maria Flora. If the tenants do not comply with these instructions Casa Maria Flora reserves the right to terminate

the letting agreement with immediate effect and without further notice, expel all tenants without a refund of rent.

Music and noise

- At any time of the day, it is not allowed to play music or make noise that can be heard outside the boundaries of the rental property. If the tenants do not comply with these instructions Casa Maria Flora reserves the right to terminate the letting agreement with immediate effect and without further notice, expel all tenants without a refund of rent.
- You agree to comply with the community regulations and ensure that they are observed by all members of your party. 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. Parents are responsible for the safety of their child (ren) whilst staying in our properties
- 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).
- We recommend that you get a European Health Insurance Card (if you reside within the EU) – The EHIC covers accidents and just about every medical emergency. It gives all EU citizens whilst here on holiday free of charge, or reduced cost access to all state medical treatment. Please check your local travel authority or National Health Service for more information on how to apply or renew.
- 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 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 or in an emergency.
The property must not be sublet during your stay.

Complaints

- Every effort has been made to ensure that you have an enjoyable and memorable holiday. 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 difficulties 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.

- If any complaint cannot be resolved during your holiday, you must write to us with full details within 14 days of the end of it.

Our liability

- Our maximum liability for losses you suffer as a result of us acting in breach of these terms and conditions is strictly limited to the total fees (accommodation rent) you have paid for the booking.
- We shall not be liable for any losses which are not a foreseeable consequence of us breaking these booking conditions. Losses are foreseeable where they could be contemplated by you and us at the time your booking is confirmed by us.
- Your booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.
- We shall not be liable to you for any personal injury or damage to or loss of personal property, except where the injury, damage or loss is caused by our negligence.
- This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.
- If as a result of any of the following circumstances / force majeure (e.g. war, natural and pollution disasters, epidemics, border closures, traffic, foreign exchange regulations, strikes, lockouts and other force majeure), which could not be foreseen by the rental agreement, Casa Maria Flora is entitled to cancel the rental agreement, since Casa Maria Flora can not be responsible for these events. The tenant is as a result of force majeure not entitled to recover all costs incurred.
 - Cozy Rentals Marbella will not be held responsible should any damage be caused to the holiday home by insects.

General

- You may not transfer your booking or any rights and responsibilities under these booking conditions to any other person, without our prior written consent.
- If at any time any part of these booking conditions is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.
- These terms & conditions, together with the confirmation of your booking contain the entire agreement between us and you relating to the booking and supersedes any previous agreements, arrangements or discussions.
- All bookings are subject to our Terms & Conditions.

Law

- These terms and conditions and all matters that may arise from them are subject to Spanish Law and to the jurisdiction of the courts of the area where the rental property is located.