CASA KIRA

RENTAL TERMS AND CONDITIONS

Making an Enquiry

When we receive an enquiry regarding availability at Casa Kira ("The Villa") we respond at the earliest opportunity (within 24 hours). We confirm suitable dates and quote the rental rate for the period.

Confirmation of your Booking

Sarah Kay and Allan Kay ("The Owners") will be in touch with further information for the completion of the reservation. "The Owners" will request a 25% deposit upfront to secure the dates selected, which is paid to them direct at the account noted below. Within the 25% paid will be a non-refundable cost of £100, in the event of cancellation on your behalf. On payment please state KIRA as a reference against your payment.

Bank Details:

Account Name: Kay Building Contractors Limited

Address: RBS PLC, 206 Bruntsfield Place, Edinburgh, EH10 4DF

Sort Code: 83-26-10

Account Number: 00726723

Balance of Payment

The remaining 75% balance of your holiday should be paid within 60 days prior to your arrival. Paid direct to "The Owners" as the above account.

Damage deposit

You must pay a security charge of £100 at the time of paying your final balance, you need to add this amount on if not stated on your invoice (it should be). This can be either added to your total final balance due by BACS or you can send a post-dated cheque to the address noted below. Please send an email to sahara198@icloud.com to confirm which payment method you have used and to confirm a cheque has been posted. This sum will be refunded to you once the relevant owners management company in Lanzarote has confirmed that you have left "The Villa" in a reasonable state. If no defects are noted with "The Villa" then your cheque will be shredded or if paid within your BACS transfer, we will refund it the same way as paid. We will contact you for details at the time to refund the sum to you by BACS this can be held for up to 14 days from departure. (see 'Duty of Care' and 'Defects'). Any breakage or damage will be deducted from this sum and notified to you in writing.

Address: Kay Building Contractors Limited, 19 Hardengreen Business Park, Eskbank, Dalkeith, Midlothian, Scotland, EH22 3NX Make cheques payable to: Kay Building Contractors Limited. (stating lead name of guest and dates for arrival on the back)

Payment not received

"The Owners" reserve the right to give notice in writing that your holiday has been cancelled if they do not receive full and final payment by the due date.

What if you have to cancel?

In the unfortunate event that you have to cancel your holiday for any reason, the following will apply to any payment you have made to include in all cases, from the 25% reservation deposit, £100 will not be refunded.

- Cancellation within 30 days prior to departure a 100% refund given less £100 as stated above.
- Cancellation within 14 days prior to departure a 50% refund will be given less £100 as stated above.
- Cancellation under 14 days prior to departure no refund will be given due to the short notice.
- Covid 19; Cancellation of your holiday due to COVID 19 will be dealt with on an individual basis.

What if we had to cancel your booking?

In the unlikely event that we had to cancel your holiday for any reason, we would make a full refund of all amounts paid to date.

Late Deals

If your reservation/booking is made under a "Late Deal" offers (ie at a reduced rate), full and final payment is required immediately. Late Deals will only be offered on available dates within six weeks of departure.

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Insurance

You are strongly advised to arrange comprehensive travel insurance (including cancellation cover) and to have full cover for the party's belongings, public liability etc since these are not covered by the owner's insurance.

Emergency Medical Treatment

If you are travelling from the UK, you are advised to obtain a European Health Insurance Card (EHIC) from the Post Office to enable UK residents to obtain emergency medical treatment in Lanzarote.

Changeover

Unless expressly stated otherwise, "The Villa" will be available to you at 14:00hrs (local time) on the day of arrival and you must vacate by 10:00hrs on the day of departure.

Maximum number of Occupants

The maximum number of people that can reside at "The Villa" will be stated by you on the booking form and confirmed by you to "The Owners". This number must not be exceeded without written consent.

Duty of Care

Tenants agree to be considerate (to neighbours) and to take good care of "The Villa" and to leave it in the same state as they found it on their arrival. Although a final clean is included in the price, "The Owners" reserve the right to charge for additional cleaning if you left it in an unreasonable state.

Defects

You must report to the owners management company in Lanzarote (contact details will be provided on arrival at the villa), any defects in "The Villa" or breakdown of any appliances, machinery etc, without delay in order that repairs or replacement can be made immediately.

What can you expect on arrival?

Terry Dickinson ("Management Company") will ensure that "The Villa" is perfectly clean and ready for your arrival. A welcome pack can be provided, the extra cost is payable by the Guest.

Before your departure we will send you directions to "The Villa" and we will advise you of the location and code for the key safe, to gain admittance to "the villa".

"The villa" can accommodate **six** persons in one double and one twin bedded room. We do not exclude children of any age staying at our villa, but we do like to advise parents that the area outside does not have any barriers to keep children away from the pool, which is approximately 5 foot deep uniformly.

What are the House Rules?

The use of "The Villa" is entirely at your own risk and we do not accept any liability for theft or damage to your personal possessions, or injury arising from the use of the equipment or facilities provided.

Children are to be supervised when using the swimming pool. No jumping or diving into the pool is permitted. We advise guests not to run on the patio, around the pool or throughout "the villa", as tiles can be slippery when wet.

Use only the plastic tumblers provided around the pool and hot tub. Any broken glass will require the pool to be drained, cleaned, and refilled at your own expense!

We provide two bath towels and two hand towels, per person per week. For guests on a two week holiday your bed linen and towels will be changed after the seven days. We provide a large selection of pool/beach towels for your use while you are on holiday. Rather than having to launder these between guest changeover we would be most grateful if you could put these through on an economy wash towards the end of your stay and hang them out to try on the retractable washing lines on the patio on the evening before or day of your departure. Condensation gathers on cold drinks. Please use coasters provided to protect furniture, inside and outside of "the villa".

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Arrival day

If you have any complaints or if you notice that anything is not as it should be on your arrival, please contact "Management" at the earliest opportunity. They will endeavour to put matters right for you immediately. You will have a visit from "Management" on the day after you arrive around 9:30am to ensure that everything is satisfactory.

An emergency out of hours number will be provided for "management". We ask you to report any problems to them during the hours of 9am to 6pm Monday to Saturday, and outside of these hours to only contact them in the case of genuinely urgent problems. In the event of an out of hours call, there is a fee payable. If this is because of villa owners' liability, we will be responsible for the fee. However, if it is the fault of the guests, then the charge will be passed on to the guests.

Departure day

On departure please remember to leave the house keys and the alarm fob on the dining room table. Also please ensure that when you empty the safe on the last day to leave it open with the key in the lock for the next guests. If you break anything at "the villa" during your stay we would be grateful if you could arrange to replace this if possible or notify our villa managers.

The "Owners" Liability

The owner shall not be liable to the tenants:

- For any temporary defects or stoppage in the supply of public services to "The Villa", nor in respect of any temporary loss of appliances, equipment, swimming pool etc For any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the "Owners" control; or
- For any loss, damage or inconvenience caused to or suffered by the tenant, if "The Villa" is destroyed or substantially damaged before the start of your holiday and in any event, the "Owners" shall return all sums paid in respect of the holiday within seven days of notification of such damage.

Under no circumstances shall the "Owners" liability to the tenant exceed the amount paid for the rental period.