EL OLIVAR
Ronda

TERMS & CONDITIONS

Formation of Contract

El Olivar is the trading name of Modus Contracts Ltd. The contract is between the Renter (the 'renter' or 'you') and Modus Contracts Ltd. (the 'owner' or 'we' or 'us') a company registered in England number 07631622, whose registered office is 1 Thatched Cottages, Higher Street, West Chinnock, Somerset, TA18 7QA UK. The contract is formed on receipt of the deposit and a completed Rental. A binding contract between the person who has signed the Rental Agreement and Modus Contracts Ltd. shall be made upon issue of confirmation of receipt.

Payment Instructions

The deposit is 25% of the rental amount and is due on booking.
The balance is 75% of the rental amount plus any fees for air-conditioning and is due 28 days before arrival. If the booking is made fewer than 28 days before arrival the full amount shall be due on booking.
Payment by bank transfer preferred, cheques are also acceptable (please make payable to Modus Contracts Limited.) All payments are to be made in GBP.

Late Payments

In the event of the balance and damage deposit remaining unpaid seven days after the due date, the booking may be cancelled by us and no refund of the deposit shall be given. The owner shall attempt to contact the renter to ensure that this does not occur.

Liability

The renter is responsible for the proper care of the interior and exterior of the property (including the swimming pool), all its contents and assets during the dates of the stay. Any damage or loss must be promptly reported. The renter shall fully reimburse any costs incurred by him / her and his / her party including costs not covered by the damage deposit. The damage deposit will be held by the owner and applied against the cost of repairing any damage and replacing any broken or missing items). It will be returned to your no later than ten days after the end of the rental period less any deductions made to cover cost of repairs or replacement items.

The owner accepts responsibility that the property is as described. The owner does not accept responsibility for Acts of God or Nature, including inclement weather. The owner accepts no responsibility for death, personal injury, loss or damage of any kind to either the renters, their party or any individual present during the rental period or their property or the property of other parties.

Cancellation policy

Any cancellation must be made in writing, via email is acceptable.

If the renter cancels the booking within three days of receipt by the owner of the deposit a full refund will be given and no further sums will be payable by the renter.

If the renter cancels the booking more than 28 days' notice before the commencement of the rental period, the owner shall retain the deposit but no further sums will be payable by the renter.

If the renter cancels with 28 days or fewer before the commencement of the rental period, then the owner will be entitled to retain both the deposit and the balance, but will refund the damage deposit. If the balance has not been paid when the renter cancels, it shall be paid within 3 days of cancellation. However, the owner will endeavour to re-let the property for the rental period and if a booking is secured for the whole then the owner shall refund the balance.

If the owner is forced to cancel the booking the renter will be given a full refund except in the case of force majeure where no refund will be made. Force majeure can include war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, adverse weather conditions and any other event which the owner could not have reasonably foreseen or avoided.

We advise the renter to cover the risk of cancellation by taking out appropriate insurance.

Alterations

Any alteration to the booking (changes in guests or number of guests etc.) must be agreed by the owner.

Swimming Pools

Please be aware that swimming pools can be a danger and the owner shall not be held responsible for accidents or injury due to negligence on the renter's behalf and/or any of the party or additional visitors and in the case of children or incapacitated adults, due to lack of supervision or non-observance of any house rules.

Smoking Policy

The property is a non smoking house but if you chose to smoke outside please use ashtrays at all times and take great care with cigarette ends, in this arid environment, fires are easily started.

Pet Policy

Pets are not permitted unless by prior arrangement.

Rental Restrictions

The house is available for all types of people including single sex groups and persons under 25. But PLEASE respect the tranquillity of this beautiful area and keep noise to a minimum especially during siesta and after dark. The owner reserves the right, in their absolute discretion, to terminate the renter's holiday if their behaviour is likely, in the owner's opinion or that of the property manager, to cause distress, damage, annoyance or danger to the property. If the renter is prevented from taking or continuing their holiday for this reason, the owner has no further responsibility for their holiday, including any arrangements for their return home. The owner shall impose full cancellation charges and will not give any refunds. Furthermore, the owner shall not be under any obligation whatsoever to pay compensation or cover any costs the renter may incur as a result of having to make alternative arrangements. The renter will allow the owner and its manager or agents access to the property at all times to carry out any necessary works and inspect the condition and use of the property.

Maximum Occupancy

The house sleeps a maximum of nine people.

Complaints

The renter must inform the property manager verbally of any complaint and the property manager will try to resolve any issue. If the complaint is not solved satisfactorily the renter should contact the owner so that all reasonable efforts can be made to resolve the complaint. In the event of the renter vacating the property prior to the expiry of the agreed rental period without mutual agreement, no refund will be made. Should the renter fail to inform the property manager of a complaint prior to departure the owner shall reasonably assume that the renter did not consider the problem serious enough to spoil their holiday and/or to justify any complaint or claim against the owner.

Applicable law

English law shall apply to any conflict that may arise as a result of this agreement and the Courts of England and Wales will have exclusive jurisdiction to hear any dispute arising out of or in connection with it.

Arrival and Check Out

The renter shall arrive after 3pm and before 9pm unless by prior arrangement. The renter shall inform the property manager of any delays prior to arrival. The renter shall leave the property in reasonable order and vacate the property by 10am leaving all keys where the property manager has instructed.

Booking Notes

Bookings run from Saturday to Saturday but other days will be accommodated wherever possible. Where a booking runs over two price brackets the price for each week shall apply. Bookings that are less than a week will be charged pro rata.

Bedlinen, towels and pool towels are provided and will be changed weekly unless otherwise arranged. Travel cot, highchair and plastic bowls etc. are available for babies but we do not supply baby bedding because this is a very individual choice.