



Guest Terms and Conditions

Villa Costa Calida. The goal is to provide the best possible experience for our guests. To do this, we ask guests to read these Terms and Conditions carefully:

1. Your Contract

Villa Costa Calida is the owners of the property offered on this web site and any partner websites.

2. How to Make a Reservation

In order for us to accept your booking, your party leader must read these conditions. The person who signs or 'submits' the booking form does so on behalf of all the members of the party and binds them jointly to these terms and conditions. When you ask us to confirm your booking, we will allocate you your chosen property and confirm your reservation.

3. Method of Payment

Payment can either be made by credit card, iDeal, PayPal, or bank transfer. If paying by bank transfer we will hold your selected property for 1 business day while you arrange payment. Should you wish to pay in any other currency other than EUR, please use our Credit Card facilities. All card transactions are billed in EUR and converted to your local currency by the card issuer at their prevailing rate. Please note that PayPal charges must be paid by the sender. We accept Visa and MasterCard.

4. Payment Policy

At the time of your booking, you will be asked to pay an initial deposit of 10% of the total rental cost of the property unless otherwise stated on the property booking page. When you pay the first instalment, you confirm at the same time that you have read and accepted our general terms and conditions. Villa Costa Calida reserves the right to cancel the booking if the first instalment of the rent has not been received within 1 business day after the reservation is made. The balance is due 30 days prior to the commencement of the rental period. We reserve the right to cancel the booking if the balance is not made on time.

5. Cancellation Policy

Any cancellation or amendment request must be sent to us in writing, by email, and will take effect on the day we receive the request. You will be liable to pay the cancellation or amendment charges shown below, unless otherwise stated on the property booking page.

>90 days before arrival = 100% free cancelation

89 – 60 days before arrival date = 30% of the total booking price.

59 – 30 days before arrival date = 70% of the total booking price

Less than 30 days before arrival = 100% of the total booking price.

6. Amendment Policy

Changes are always subject to availability, the maximum occupancy of each specific property, current pricing, and the conditions below. Modifications or changes to bookings are understood as any variation in the specific dates or number of guests in relation to the apartment booked. Under no circumstances can there be a change of property.

Modification of dates:

Any date changes must be made via email, by sending the new details to info@villacostacalida.nl, and as long as the following requirements are met:

- Increase of days: only as long as the villa is available on those dates, and once the difference between the original booking total paid online and the new booking total has been covered.
- Changes in the number of guests: free, except the party leader.
- Increase in the number of guests: as long as the number of guests falls within the maximum of 6 persons.

If any coupon code or promotional code was redeemed in the initial booking, the code discount will be maintained as long as the modification is within the validity date of the promotional code.

7. Insurance Requirements

Holiday and travel Insurance, including cancellation cover, is essential for your own protection and we strongly recommend that you and all members of your party be suitably insured. If you choose to travel without adequate holiday insurance, we will not be liable for any losses however arising in respect of which insurance cover would otherwise have been available.

8. Damage deposit / Damage Protection Insurance

We collect a security/damage deposit of € 500,- This is to cover accidental damage that may occur in your property during your holiday. If the guest should cause damages that exceed the value of the Damage Protection Waiver, he/she will be liable to pay the difference as

soon as the exact value of the damages has been determined and Villa Costa Calida has informed him/her in writing about the difference.

Groups under the age of 30 years.

The guest must ensure that the property is returned in a presentable and tidy state including the washing of dishes, cutlery, and kitchen utensils etc.; emptying of the refrigerator, the freezer, and dust bins; cleaning the barbecue; and removing rubbish/trash. This is required even though the guest has paid a final cleaning or such a cleaning is already included in the rent. Villa Costa Calida reserves the right to deduct any additional cleaning if the guest should not leave the property in the above-mentioned state.

A generous allowance of water and electricity is included in the rental price; however, you will be charged for abuse of these services (leaving water on/hoses open and running them for long periods of time, leaving doors/windows open when using air conditioning/heating, etc.). Water and electricity readings are taken before and after every stay in every property. The aforementioned is for standard bookings only. If you are renting a property to hold a function, we will also require an additional damage deposit.

9. Party Size

At no time must any more persons occupy a property than stated on the booking form, except with prior written agreement. Property owners or their agents reserve the right to refuse admittance if this condition is not observed.

10. Property Standards

We endeavour to maintain high standards. However, if you have a problem during your holiday, immediately inform the local representative (Resort Choice) who will then endeavour to put things right.

If you fail to do this we cannot accept responsibility, as we have not had the opportunity to investigate and rectify the problem. Although we will make every effort to deal with problems promptly, a reasonable amount of time should be allowed for repairs to be completed by outside contractors.

If you find a defect, fault or damage is detected. In such a case Resort Choice Customer Services should be informed in writing by email to info@resortchoice.com within 24 hours after arrival.

Please note that we accept no liability for intermittent failure of public supplies or utilities such as water, electricity, gas or Internet over which we have no control, nor of sewage

systems, plumbing or mechanical equipment in the properties, but shall use our best endeavours to arrange prompt repairs where possible.

Inevitably, items break or require maintenance, therefore please be aware that you may encounter maintenance staff during your stay. Please also remember that these are people's homes – please leave the property in a reasonably clean and tidy condition, and remove all rubbish at the end of your stay. We reserve the right to charge for extra cleaning and rubbish removal if necessary, and to charge this to your credit or debit card.

11. Check in / Check out times

Your accommodation is available after 4pm on the day of arrival and must be vacated by 11am (11h) on day of departure unless otherwise stated on the property booking page. The maid, gardener, and pool man need this time to prepare the accommodation properly for incoming guests. Although you are not required to vacate your property before 11am please be aware that staff may arrive before this time.

12. Change and Non Availability of accommodation

On rare occasions it may be unavoidable to change your chosen property because of circumstances beyond our control; we will endeavour to inform you of this asap and offer you either alternative accommodation of similar or superior standard, a refund if nothing is suitable or discuss other options. No further claim against the owner or the letting agent for any loss suffered will be considered.

13. Liability

Villa Costa Calida do not accept liability for any act or neglect on the part of the owners or any other person not within their employ or their control, nor for any accident, damage, loss, injury or expense, whether to person or property, which the tenants may suffer arising out of, or in any way connected with the letting. The owner and the letting agent also accepts no liability for loss of or damage to the tenants' possessions on the owners' property, force majeure or any other unpredictable events that we could not have prevented.

Should a gross defect or fault be detected in a holiday accommodation, Villa Costa Calida will normally offer the tenant an equivalent holiday accommodation of the same price level. Should the alternative holiday home be of a lower price, the price difference will be refunded. Should it not be possible to find a satisfactory solution due to a lack of available properties or due to the non-acceptance of the alternative holiday home by the tenant, the total rent or a part of the rent will be refunded according to the degree of liability determined by Choice.

14. Discounts

Discounts are calculated based on the severity of the problem and are given at the discretion of the Owner. Discounts for future stays are restricted to September through June with Christmas, New Year and Easter periods excluded.

15. Events

You must inform us if you plan to hold an event at your rental property and request permission at the time of booking. Failure to do so can result in the property owner or their agent cancelling the event. Please note that any complaints from neighbours or legal action resulting from your event is the responsibility of the tenant and not the owner nor Resort Choice.

16. Accuracy

We endeavor to ensure that all the information on our website is accurate; however occasionally changes and errors occur and we reserve the right to correct details in such circumstances. We make every effort to make sure that descriptions, photographs of furniture and fittings etc. are accurate; however there may sometimes be changes we are unaware of, and therefore vary from our website copy and photographs. We accept no liability should a description or a photograph be inaccurate. If a particular facility offered in a property 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.

17. On Arrival

The owner or the representative for the owner shall be entitled to request the guest to sign a rental contract on arrival.

The owner or the representative for the owner shall be entitled to request a copy of a credit card and to pre-authorise the card to cover any damage that exceeds the Damage Protection Waiver or for damage to the property not covered in the Damage Protection Waiver.

Depending on the property location and local laws you may be required to supply photo ID in the form of a passport or national ID card for all adults over 14 years in your booking party.

Immediately upon arrival at your holiday accommodation please familiarise yourself with the contents of the property and the layout, identifying any potential hazards e.g. unexpected steps, slippery surfaces, pool depths etc.

18. Noise

Please remember that sound travels and noise should be kept to reasonable levels especially after 10pm. Roadworks and/or building work in close proximity to our properties may occur without any prior warning, this is understandably beyond our control ... we will endeavor to inform you should we become aware of any such works.

20. Air Conditioning

We accept no responsibility for the breakdown of these units under any circumstances although we will always endeavor to rectify the matter as soon as possible.

21. Pets

Pets are welcome on request, extra fees may apply, please ask before making a booking. Pets found in the property without prior permission could result in forfeiture of the property and/or other penalties.

22. Cleaning

The cleaning service will be on your day of arrival and day of departure only. Most properties do have washing machines or, should you wish, additional cleaning & laundry can usually be arranged at an additional charge.

If you are unsatisfied with the cleaning standards, we require immediate written notice upon arrival at the property. The cleaner will return within 24 hours to rectify and clean any aspect which may have been overlooked.

23. Invoices

Invoices/receipts for the rent and cleaning fees will need to be issued by Villa Costa Valida.

24. Complaints Procedure

As a guest if you observe insufficient cleaning, damage to or defects of the property, you should file a complaint immediately. Complaints regarding the cleaning should be reported immediately. Complaints regarding damage or defects should also be reported as soon as possible and no later than 24 hours from the commencement of the rental period or from the finding of the defect or damage. Complaints should be made in writing to info@villacostacalida

All complaints will be reviewed and investigated by Villa Costa Calida no later than 14 days after the end of the rental contract.

25. Data Protection

Villa Costa Calida collects personally identifiable information from the Guest so as to be able to communicate such details to the Host and to be able to issue the necessary notices and requests for payment. Resort Choice processes data in accordance with the Data Protection Act 2001 and takes all reasonable measures to ensure the safeguard of such data, to avoid data misuse and to limit the accessibility of persons to such data only on a need-to-know basis only.

26. Governing Law and Jurisdiction

This is a Spanish website and is subject to the Laws of Spain, and all disputes are subject to the non-exclusive jurisdiction of the Courts of Justice of Spain.

27. Blue Pencil Test

If any of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms and conditions are intended to be effective, then to the extent and within the jurisdiction which that term or condition is illegal, invalid or unenforceable, it shall be severed and deleted from that clause and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

28. Validity

The stated terms and conditions are valid for rental agreements made between the tenant and the homeowner. The conditions and the quoted prices stated on this website are valid, excluding misprints, from November, 2023.