

BOOKING TERMS AND CONDITIONS

Casas MiraMar

Casa del Mar, Casa Volcán, Ocean View Penthouse, Casa Nautilus, Casa Palmeras, Casa Tinamala, Lanzarote

1. The six properties mentioned above are all located in Costa Teguse or Guatiza, Lanzarote. The properties are offered for holiday rental subject to confirmation by Anne Moerkerke, representing the owners, to the tenant. The tenant is hereinafter referred to as "the client", Anne Moerkerke, as representative of the owners, "the owner" and the holiday homes "the property".
2. The six properties are licensed by the Gobierno de Canarias as a Vivienda Vacacionales and entered in the Registro General Turístico. Its activity and facilities are governed by the Decree 113/2015-Art.13.
3. To reserve a Property, the client must complete, sign the appropriate Booking Form and return it together with payment of the amount for reservation according to the booking form. Following receipt of the Booking Form and the payment, the Owners will send a confirmation. This is the formal acceptance of the booking. Any bank transfer costs need to be accounted for by the client.
4. For bookings less than 21 nights, the full rental fee must be paid upon reservation. The deposit mentioned on the booking form must be paid 2 weeks before arrival by bank transfer or cash on arrival. The cleaning fee is payable in cash on arrival. In case of cancellation, the owner will retain the sum already paid upon reservation.
5. For bookings of over 20 nights, 25% of the rent is to be paid at the time of reservation. The remaining payment with the security deposit is due 8 weeks before arrival. The cleaning fee must be paid in cash on arrival. If cancelled before 8 weeks, the owner will retain the sum already paid upon reservation, between 56 and 22 days, 50% of the total rent and from 21 days before arrival, 100% of the total rent.
6. If payment is not received by the due date, the owners reserve the right to cancel the booking and deny access to the property.
7. The security deposit for the amount stated on the Booking Form is required in case of, for example, damage to the property or its contents. However, the Security Deposit will not necessarily be the limit of the Client's liability to the Owners. The Owners will refund the balance (deposit minus costs) within one month after the end of the rental period by bank transfer or another mean, agreed by both parties. The security deposit can also be kept by the owner for a next reservation, if agreed by both parties.
8. Cancellations and changes. The person who originally signed the Booking Form must make cancellations in writing. The Owners will do their best to comply with changes to the original booking if they are requested in a reasonable period prior to the arrival. The Owners reserve the right to charge £25 per person for a change of booking date. The Client is strongly recommended to arrange a comprehensive travel insurance policy (including cancellation cover) and to have full cover of the party's personal insurance.
9. Rental Period. The rental period starts at 17:00 and should finish before 09:00.am on the last day. Clients arriving at the property before 5pm and the property is not fully prepared for their arrival, can leave their luggage at the property and return once it is prepared. Departing clients can leave their luggage in the apartment until 3pm latest.
10. The maximum number to reside in the property must not exceed that number stated on the Booking Form. All persons staying in the apartment need to be registered at the Guardia Civil at arrival. As fines are very high (up to 300.000€) additional people need to be announced on beforehand and agreed by the owner, so that this registration duty can be fulfilled.
11. Cleaning & security. The Client agrees to be a considerate tenant and to take good care of the Property and to leave it in a reasonably clean and tidy condition at the end of the rental period. Initial house cleaning is included in the rental charge, but the Owners reserve the right to make retention from the security deposit if the property is left in an unacceptable condition. The Client also agrees not to act in a manner that would cause disturbance to residents in neighboring properties and comply with the house rules of the community (available on paper in the property). The Client is responsible for the security of the Property during period of occupation. Burning candles in the apartment is prohibited unless in the safe candle holders that are provided.
12. Defects, breakdowns. The Client shall report to the Owner's without delay any defects in the Property or breakdown of any appliance in the Property and arrangements for repair and/or replacement will be made as soon as possible.
13. Liability. The Owners shall not be liable to the Client:
 - a. For any temporary defect or stoppage in the supply of public services to the Property, nor in respect of any equipment, plant, machinery in the property, grounds or swimming pool.
 - b. For any loss, damage or injury, which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of the Owners.
14. The swimming pool is provided at the Client's risk. The Owners strongly advise that children are not left unattended in the pool or surrounding area. Diving is not allowed.
15. Personal belongings are brought to the Property at the Client's risk. The Owners accept no responsibility for personal injury or loss or damage to Client's belongings.
16. Under no circumstances shall the Owner's liability to the Client exceed the amount paid to the Owners for the rental period.
17. Children under the age of 16 are not allowed in Casa Volcán & Ocean View Penthouse.
18. Pets are not allowed in any apartment.

N.B. This contract shall be governed by Spanish law including formation and interpretation and shall be deemed to have been made in Spain. Any proceedings arising out of or in connection with this contract may be brought in any court of competent jurisdiction in Spain.