

Terms and Conditions

Between:

(1) Eric Bellis, 9 Banbury Close, Leigh, Lancs, WN7 3NZ; and

(2) 'Customer' being any individual/ individuals who wish to stay at the property defined below on a short term holiday let.

Re: Casa Bellisima, 2 Calle Mareta, Lanzarote (the "Property").

General Booking Terms and Conditions

1. Please be aware the Property is not suited to parties and young groups. We reserve the right to cancel any booking which we feel does not fit this family villa holiday criteria.
2. Our prices are in GBP. If you are paying in a different currency your card provider will calculate the exchange rate.
3. Changes to bookings including dates and or people staying at the Property are subject to availability and approval by Eric Bellis, charges will apply.
4. If you have provided false information on your booking, for example if the number of people staying in the Property exceeding the maximum occupancy, We will consider the booking as cancelled and all sums paid up to that date will be forfeited. You must not allow more people to stay in the Property than is expressly authorised. Arrival at the Property with more than the agreed number of people may result in a refusal to enter the Property. "Infants" in cots are aged 2 or under at the time of your arrival. The Property must not be over-occupied.
5. We reserve the right to amend the pricing of the Property at any time without notice. However, once a booking is confirmed and the deposit or full balance is paid the booking cost will not change, unless the client has made changes agreed to by Eric Bellis.
6. In accordance with the law in Lanzarote, you may be asked for copies of your passport or ID details for the authorities. You agree to provide these details.
7. We would advise all guests to have comprehensive travel insurance.
8. We reserve the right to ask for a security deposit, which would be refunded subject to no damage, excessive cleaning, breakages, disturbances in resort and/or any other specific conditions agreed. This is at discretion of Eric Bellis.

Payment and Cancellation Terms

1. To secure your booking we require a 25% non-refundable deposit with the balance payable 10 weeks before your arrival. For bookings within 10 weeks of your arrival we require full payment to secure your booking. A booking is only considered confirmed when the deposit payment (if the arrival date is greater than 10 weeks from the time of booking) or full payment (if the date of the booking is within 10 weeks of the arrival date) is paid.
2. Cancellations by the client must be by email from the email account used to make the booking.

3. For cancellations greater than 70 days before your original arrival day the 25% deposit is retained by Eric Bellis. For cancellation of between 70 days and 29 days of your original arrival then 50% of your total booking cost is refunded, for cancellations of 28 days or less of your original arrival day no refunds are issued. We strongly advise all clients to have travel/holiday insurance.
4. If payment is not made by the client by the due date, Eric Bellis will consider the booking to have been cancelled by the client.
5. We do not store credit card details, nor do we share customer details with any 3rd parties.
6. If cancellation or change in a booking occurs through disaster, technical problems, airport closure, weather conditions, natural disaster or other such events outside of our control, no refunds will be issued.
7. The information and descriptions supplied are believed to be accurate and are offered in good faith. It may be possible that certain facilities or features may not be available or may have changed by the time of your arrival, should certain facilities not be available Eric Bellis will do all he can do to restore them.

General Use of the Property

1. By accepting our terms and conditions you agree to take care of the Property and its contents during your stay, as well as leaving the Property in a good condition on departure. You also agree to not make any unreasonable amount of noise or nuisance to neighbouring properties.
2. We reserve the right to evict any guests who cause undue disturbance and or damage.
3. We are unable to accept responsibility for any inconvenience caused by disturbance of any kind from neighbouring properties or buildings including animals and works.
4. Ensure that any guests do not sit or lounge on any furniture whilst wearing sun cream, for the sun loungers please ensure a towel is used.
5. Use of the Property is for the purpose of a private holiday residence for the agreed number of people only and not for any other purpose whatsoever. You must not sub-let the Property, the use is strictly for the agreed people only.
6. Keeping the pool cover on when the pool is not in use, especially overnight, helps retain the heat.
7. Ensure that caution is exercised using the swimming pool, no running around the pool area, no pushing into the pool, no diving into the pool. Guests use the pool at their own risk. Children and less able swimmers must be supervised at all times.
8. Please use the safe provided for your valuables. All possessions, money and baggage remain at all times at the owner's risk in the Property.
9. Strictly no smoking and no pets in the Property. Smoking is permitted outside only using the ashtrays provided.
10. Please do not feed any feral or nearby animals, as future guests may be allergic and the feral animals may be diseased.
11. Whilst we do everything we can to ensure you enjoy your stay, we are not responsible for any accident or injury to any guests due to any cause whatsoever.

Chargeback Policy

1. If you make a booking, you agree to the terms conditions (which includes the cancellation policy) and the following terms which incorporate this chargeback policy.
2. Chargebacks occur when your payment card provider makes a demand to Eric Bellis to return monies on a transaction which you claim is fraudulent or otherwise disputable.
3. We recognise that chargebacks can happen for a variety of valid reasons. However, if you make a card payment in respect of a booking, and you later dispute this legitimate charge by raising a chargeback without merit (as determined at our sole discretion), whether fraudulently or otherwise, then we may take steps to recover any charges resulting from such an unmerited chargeback from you directly.
4. Unmerited chargebacks include but are not limited to; disputing a charge made in accordance with the agreed cancellation policy; disputing a charge made in respect of the Property rental in which you fail to make reasonable efforts to work with us to resolve any issues; disputing a charge made in respect of a booking which was modified by you and in breach of the terms and conditions; or requesting a chargeback without a legitimate reason and/or failing to provide any supporting information in respect of the chargeback to allow those parties from which the chargeback is requested to assess the basis of the chargeback request.
5. We take a zero-tolerance approach to chargeback fraud. Further, in the event of any unmerited chargeback request, we reserve the right to recover monies by any legitimate means available to us, including using a third-party debt collection agency or any other lawful means to recover funds successfully charged back to you in such circumstances.

Further Terms and Conditions

1 General

1.1 In this Agreement any reference to the masculine includes the feminine.

1.2 This Agreement is made on the basis that the Property is to be occupied by the Tenant for a holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Tenant acknowledges that this Agreement shall not confer on the Tenant any security of tenure within the terms of that Act.

1.3 Where the Tenant comprises two or more persons, obligations, expressed or implied are deemed to be made by such persons jointly and severally.

2 The Property

2.1 The Property is the Property specified in the booking form and confirmation booking, together with any outside space or garden.

3 The Deposit

3.1 The Tenant must pay the Deposit specified above to the Landlord with the Rent, to be held by the Landlord until the end of the Term as security towards the Tenant's liability for any major damage.

3.2 The deposit shall be refunded to the Tenant at the end of the Term (without interest) under deduction of such sums that may be due to the Landlord from the Tenant as a result of any breach of the Tenant's obligations.

4 Insurance

4.1 At all times throughout the Term the Landlord shall effect suitable building insurance cover for the Property and shall insure the Landlord's fixtures, fittings and effects against loss or damage by fire and any other risks he decides to insure against from time to time, with an insurance office of repute for the full cost of reinstatement.

4.2 The Tenant must not do anything, or fail to comply with any requirement, as a result of which the policy of insurance effected by the Landlord for the Property and the Landlord's fixtures, fittings and effects may become void or voidable or by which the rate of premium on any such policy may be increased.

5 Quiet Possession

5.1 The Landlord agrees not to interrupt or interfere with the Tenant's right to quiet possession and enjoyment of the Property.

6 Underletting

6.1 The Tenant must not assign, underlet or part with or share possession of the Property or any part of it.

7 Use of Property

7.1 The Tenant shall use the Property for the purpose of a private holiday residence for a maximum of 'agreed' persons only and not for any other purpose whatsoever and the Tenant must not use the Property or any part of it for any improper, immoral or illegal purposes.

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8 Advertisements

8.1 The Tenant must not display notices or advertisements in the windows or elsewhere on the Property.

9 Nuisance

9.1 The Tenant shall not (nor allow others to) cause nuisance or annoyance to the Landlord, other tenants or any neighbours.

10 Damage

10.1 The Tenant shall not (nor allow others to) cause any damage or injury to the exterior, structure or any part of the Property or adjoining property.

11 Alterations to Property

11.1 The Tenant shall not (nor allow others to) make any alterations or additions to the Property or its decorations, fixtures or fittings and the Tenant shall not (nor allow others to) remove any of the items specified in the inventory or any of the Landlord's possessions, from the Property.

12 Maintenance

12.1 The Tenant shall keep any fixtures, fittings and effects of the Landlord in good repair and condition and must replace any damaged fixtures, fittings and effects with similar articles of at least equal value, reasonable wear and tear and damage by accidental fire excepted.

12.2 The Tenant must not move any items of furniture from room to room in the Property and must replace in its original position any furniture that is moved within rooms.

12.3 The Tenant must keep free from all blockages and obstructions all baths, sinks, lavatories, cisterns or pipes.

13 Outgoings

13.1 The Landlord must pay all the water and sewerage charges and any rates or taxes levied in respect of the property.

14 Pets

14.1 The Tenant shall not keep or allow pets of any kind at the Property.

15 Reporting Disrepair

15.1 The Tenant must report to the Landlord any disrepair or defect in respect of the Property or the fixtures and fittings and report any failure of mechanical or electrical appliances.

16 Rights of Access

16.1 The Tenant must allow the Landlord, his agent or contractors access to the Property at reasonable hours during the day, to inspect the condition of the Property or to carry out repairs or other works to the Property that may be

necessary during the Term pursuant to the Landlord's repairing obligations or to carry out maintenance of the appliances or to execute all work necessary to remedy the Tenant's breach of any covenant contained in this Agreement regarding repair, maintenance or decoration.

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17 End of the Term

17.1 The Tenant must deliver up the Property at the end of the Term in the same clean state and condition it was in at the beginning of the Term, reasonable wear and tear and damage by insured risks excepted.

18 Safety Regulations

18.1 The Landlord confirms that all furniture and furnishings comply with the relevant fire safety regulations.

18.2 The Landlord shall ensure that all appliances, flues and installation pipe work in the Property are checked.

18.3 The Landlord confirms that all electrical appliances and equipment supplied by him are safe so as not to cause danger.

19 Public Indemnity and public Liability

19.1 Owner and/or the Property Management Company do not accept any responsibility or liability for acts of omission of third parties, which may prevent or disrupt a Customer's booking. The booking contract exists between the Owner and the Customer and is limited to the rental of the Property and associated facilities only. The information and descriptions supplied are believed to be accurate and are offered in good faith. It may be possible that certain facilities or features may not be available on occasions due to circumstances beyond the Owner's control for which the Owner and/or the Property

Management Company accepts no liability. In addition, no liability can be accepted by the Owner and/or Property Management Company for any injury, loss or damage to the Customer, any member of the Customers party or any visitor to the Property arising out of or in connection with the use of the Property or Facilities. The Customer must ensure that all children are supervised at all times whilst in and around the pool.

20 Force Majeure

The landlord will not be liable or accountable for any unforeseen situations or unforeseen circumstances.

This may be such situations as freak weather conditions, local or national strikes, Spanish government action.