

## **Terms & Conditions VILLA RENTAL IN IBIZA**

*Please read the Terms and Conditions carefully as they are legally binding and constitute the terms and conditions of your agreement with PADEL COMPANY EVENTOS Y COMUNICACION S.L.*

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### **Villa Rental Damage Deposit**

Each villa rental involves the deposit of an amount of money that differs depending on the type of property. The deposit payment must be transferred within two working days of receipt of the contract to allow Padel Company Eventos y Comunicacion S.L. to secure the accommodation with the owner of the property by transferring the deposit, you're agreeing to Padel Company Eventos y Comunicacion S.L. rental terms.

The exact deposit amounts are due. All bank fees are to be supported by the client or will be deducted from the security deposit. Any credit card charges will be the responsibility of the payee. Your Security Deposit shall be returned to you as soon as possible, at the latest by within 14 days from the end of the Rental Period, unless the policy of the Owner requires otherwise. If you have caused any deterioration or damages to the Property, these damages will be deducted from your Security Deposit.

### **General Booking Conditions**

#### **Please take note of the following information:**

The first 50% of the cost of rental must be paid within two working days of receipt of the contract, together with the Deposit to allow Padel Company Eventos y Comunicacion S.L. to secure the accommodation with the owner of the property.

The following payments, if any, must be received by the due date. Late payment may result in loss of the reservation and the payments made to date will not be reimbursed.

The accommodation will be available from 16:00 hours on the day of arrival, unless otherwise specified. The accommodation should be vacated at 10:00 hours on the day of departure, unless otherwise specified.

### **Modifications**

Modifications to the booking contract and exceptions to the present general conditions of the reservation will only take effect with the written agreement between the rental client

and Padel Company Eventos y Comunicacion S.L. If any such modifications result in an increase or decrease in the cost of the rental, both parties will be required to agree in writing to a modification in rental price.

### **Arrival Procedure and Customer Services Department:**

Office Hours: 10:00 to 20:00

**Ay! Ibiza** account manager +34 648 66 99 79

### **General Procedure for Arrivals**

As soon as you touch down at Ibiza airport, call your agent to inform of your arrival. In order for us to provide the best possible service, it is important that we know if you have hired a car and which company you have hired it from. If you or have a reservation for car hire with Avis, Atesa, Europcar, Betacar or Hertz, allow 25/30 minutes to collect the car and a minimum of 15 minutes to collect your luggage from the baggage handlers. If you have a reservation for car hire with Hipercar, Gold Car, BKK, Centauro, OK, or any other internet based company you need to allow more time. In addition to the 15 minutes to collect your luggage, you will need to take a shuttle bus to the car hire office and may have to wait in a long queue. Even in low season this can take 30 minutes at best, however in mid or high season there is a possible wait of up to 2 hours. For this reason we request that you call us when you have picked up your hire car and when you are leaving the airport. If you have reserved a car through our trusted car hire partner, it will be waiting directly outside the airport with the paperwork and contract; this expedites an immediate exit once you have collected your luggage. Please Note: In the event of a change to the arrival procedure you will be informed at least one week prior to travel by our staff.

### **Arrivals out of office hours (between 20:00h and 08:00h)**

For all clients who arrive at night and have the right to check-in to the accommodation immediately, we request that they inform us as soon as possible, so that we can give them the arrival information such as directions to the property and instructions for key collection. You must ensure that the reservation is 100% paid, including the Damage Deposit. A member of our team will contact you the following morning to coordinate your departure. If you would prefer one of our local staff to accompany you to the property out of office hours, there is an additional charge of €100 euros. This service should be arranged at least one week prior to arrival. It is also possible to arrange a transfer service from the airport (tariff varies depending on area).

### **Refundable Security / Damage Deposit**

The damage deposit needs to be paid at least one week before the check in. It will be returned within 14 days of departure, providing that the property is left in the same condition as it was when you arrived, and that there are no breakages, and the keys are left in the

agreed place before 10.00 am on the day of departure. The joint liability of the tenants is not limited to the amount of the damage deposit. A damage claim will be resolved and settled with the owner or the property manager acting on behalf of the owner.

If the damages caused by the client impact on the quality of stay of the following guests, or make the stay of the following guests impossible, the client will be held responsible for additional costs incurred to provide compensation, or to find a replacement villa.

The client is liable for any damage caused by the service providers which they hired independently or via their agents. Please make sure the service provider has liability insurance before confirming the service.

If on arrival at the property you find any type of irregularity, we request that you inform us within 24 hours, so that we can find a solution and prevent deductions for breakages that are not your responsibility. Where discounts are taken from deposits a 25€ administration fee plus any associated costs will be added. The rental client will be held responsible for any damages caused by the misbehaviour of all the occupants of the property.

If the alarm is not activated during the stay and there is a break in, the client may lose their security deposit as the owners will not be able to claim against their insurance policy due to lack of care.

We can only refund the amount that we receive as a damage deposit payment. The client is responsible for their own bank charges.

If the damage deposit needs to be returned to any other currency than an euro account, the client is responsible not only for the transfer fees, but also for the bank charges caused by currency conversion.

### **Departures**

On the day of departure from the property you should check-out no later than 10.00 am. You should hand the keys in to our staff at 10am unless otherwise specified. It is very important that you adhere to this condition of rental as the efficient functioning of our system depends on it. Failure to do so will result in a €250 euro deduction in the return of your deposit.

Late check out, if not previously agreed in writing, will be charged from the damage deposit of the client. The penalty will be charged per hour of overstay at 10% of the total rental amount.

### **Car hire**

Almost all of our rental properties are situated in rural or residential areas, very few are served by public transport. Taxis can be limited in supply and prove difficult to direct to private villas, which are not situated in major tourist resorts. For this reason we recommend booking car hire in advance and with a well known company that you can trust, to prevent nasty surprises. **Ay! Ibiza** can provide car hire directly on arrival at Ibiza airport. The car will be ready for collection without the wait. Please ask your **Ay! Ibiza agent** for options and prices.

## **Mobile phone**

Property owners do not provide a landline telephone connection. We therefore recommend that you bring along a mobile phone to keep in touch with us. We also request patience as there are many rural areas where the signal is weak or non-existent.

## **Collection of waste**

It is your responsibility to deposit waste in the correct containers which are normally situated on the nearest main road. Please take into account that many properties are in rural locations and food waste can attract cats, insects and other undesirable creatures. On departure there should be no rubbish bags left in the property. Failure to comply with this carries a penalty of deduction from your deposit which can vary between 40€ and 100€.

## **Music, parties and noise**

It is totally unacceptable to disturb neighbours with music or noise. Music and sounds between 10.00 pm and 9.00 am should be no more than 45 decibels. Parties are strictly prohibited in all properties and should the police be called to the home the client would be held fully responsible for any consequences and legal action against the property. Gatherings and dinners for more than 20 people greater than advertised sleeping occupancy are also prohibited, except in the case of an official event using contracted caterers, waiters and security staff, and only with the prior written authorisation of the owner. Any of these actions can result in the cancellation of the contract and eviction from the property, with the loss of the total cost of the booking and the Security/Damage Deposit with no possibility of reimbursement.

It is forbidden to bring an external sound system to the villa. Should the clients not obey this rule, they might be evicted from the property without the possibility of reimbursement.

## **Cleaning**

For the cleaning schedule, please check the information of the property page as sent to you by your agent. Extra cleaning can be contracted for the duration of your stay. We request that you inform us before your arrival if you would like to use this service.

## **Keys**

In the case of lost keys (a failure to hand in the same number of keys as supplied on arrival); we are obligated to deduct a minimum of 150€ for a lock change and services of maintenance.

## **Furniture and Fittings**

It is strictly prohibited to change the position of the furnishings in the property or to carry out any other modifications.

## **Capacity of the property and number of occupants**

Each property is prepared for a pre-agreed number of occupants. It is not permitted in any event to exceed the maximum occupancy of the property as advertised. It is the responsibility of the client at all times to ensure that the number occupying the property matches the number of people on the reservation form. Failure to comply with this rule will result in eviction or the payment of an occupancy supplement.

## **Additional Facilities**

We can provide additional facilities such as cots, highchairs, wifi, satellite etc. with extra supplement to be paid locally (if the property does not already have these facilities available).

## **Pets**

The majority of properties do not allow pets. Only with the explicit authorisation of Padel Company Eventos y Comunicacion S.L. and the Owner of the property and with prior agreement at the time of booking will pets be permitted to stay at the property. There could be an extra final cleaning charge for housing a pet either indoors or in the garden. If it is brought to our attention that a pet is being kept in the rental property without prior agreement this could result in the cancellation of the contract and eviction from the property, with the loss of the total cost of the booking and the security/damage deposit with no possibility of reimbursement.

## **Cancellations**

If a cancellation is made on behalf of the client, a refund will only be given if an alternative booking can be made on the property for the said dates. If we are unable to successfully re-book the property the payments done so far will be withheld. We will endeavour to re-book the villa for you. In the unlikely event that it is necessary to make an alteration to or cancel the holiday accommodation specified, we will inform you as soon as possible and if requested we will endeavour to arrange alternative holiday accommodation of a similar type and standard and in a similar location as that originally requested.

In case of cancellation by the owner, the amounts paid will be refunded.

Neither the owner nor the villa management agency are liable for any refund and have no obligation to find a suitable property alternative should the booking have to be cancelled due to circumstances amounting to Force Majeure. Such circumstances shall include, but are not limited to, war or threat of war, civil strife, terrorism, industrial disruption, natural disasters,

the ceasing of public services, extreme adverse weather, government travel restrictions due to health reasons and similar events beyond their control.

### **Anomalies and deficiencies**

Any irregularities found by the client on arrival should be communicated as soon as possible to your Ay! Ibiza agent and Padel Company Eventos y Comunicacion S.L, and throughout the stay at the villa, should anything happen. This will allow the staff to rectify any problems, or be proactive in organizing a change of accommodation, if our staff are certain that the issues cannot be rectified. Any claim submitted after leaving the property cannot be considered, because the fundamental criteria for consideration cannot be checked in order to proceed with the claim.

### **Building work**

The properties are privately owned and are largely situated in residential areas. They are not generally situated in areas with large tourist complexes. At times private or government building work can be taking place in the surrounding area. Neither **Ay!Ibiza** nor Padel Company Eventos y Comunicacion S.L, nor the property owner have any influence over this work and cannot be held responsible for building work or any disturbance it may cause.

### **Water, Electricity and Internet**

Cuts to the supply of water, electricity or internet are not regular. However the local authorities can occasionally cut or limit supplies for short periods of time. Neither Ay!Ibiza, Padel Company Eventos y Comunicacion S.L, nor the property owner can take responsibility for any inconvenience caused by temporary cuts to supply.

### **Consumption of energy**

At certain times of the year rental clients will require extra air conditioning or heating. Properties with these facilities often make a charge and where this is the case, the higher consumption of energy will be reflected in the price of the reservation.

### **Insurance**

The rental price does not include insurance, except where it is explicitly indicated along with the type of insurance included. It is recommended that you obtain comprehensive travel insurance for the duration of your holiday. Please purchase travel insurance cover as soon as you book your holiday to cover yourself in case of an epidemic outbreak.

### **Responsibility of the Proprietor**

The proprietor will accept no responsibility for loss or theft of the rental client or any occupier's property or for injury caused by incorrect use of facilities provided in the property.

### **Responsibility of the company**

Padel Company Eventos y Comunicacion S.L. acts as an intermediary between owners,, agents and rental clients, being responsible only for accurate information regarding available properties, facilities and precise location. No responsibility can be accepted for injury, accident, delay or other complaints pertaining to the rental of the property.

### **Acceptance of conditions**

On confirmation of the reservation, Padel Company Eventos y Comunicacion S.L. will assume acceptance on the part of the rental client of each and every one of the General Conditions in their entirety. Information on claims and settlement of any disputes between the client, Padel Company Eventos y Comunicacion S.L, the agent will be subject to the jurisdiction of the Courts of Ibiza, and will be bound by the decision of the courts. This contract is subject to Spanish Law. Please do not hesitate to contact us with any queries. To such an extent you and your clients can contact us during our working hours by email to [info@ayibiza.com](mailto:info@ayibiza.com) or by phone +34 648 66 99 79.