

Before a booking is valid the following must be fulfilled:

1. My Marbella Rentals must receive the completed and signed Holiday Rental Form.
2. The party leader is responsible for all matters relating to the booking.
3. My Marbella Rentals must receive a 25% non refundable deposit. After receipt of the deposit My Marbella Rentals will issue the booking confirmation, and forward this to the client.

#### Payment Terms:

1. Full payment for the rented property must be received no later than 8 weeks before the start of the rental period.
2. Full payment will be required immediately if a booking is made less than 6 weeks prior to the start of the rental period.
3. Payment can be made by cheque, directly into our UK bank account, please allow necessary time for the funds to clear by the deadline.
4. Payment can be made by PayPal, but you will incur card processing and PayPal fees if you choose this method.
5. You can pay by bank transfer to our Spanish or UK account.
6. If the final payment is not received by the date requested, My Marbella Rentals reserves the right to cancel the booking and apply cancellation charges as stated below. We will notify you two weeks before the final payment.
7. The client must pay all Bank charges.

#### Cancellations:

1. Cancellations must be made in writing to My Marbella Rentals (address available upon request).
2. After full payment has been received, My Marbella Rentals will apply the following cancellation charges:  
50% charged if cancelled within 8 weeks  
100% charged if cancelled within 7 days
3. The client must pay all bank charges if the refund is made by bank transfer.

Note: No refund of the deposit will be made.

#### General Conditions:

Before & during occupancy of the rented property

1. Please inform us of your arrival and departure time at least two weeks prior to the start of your holiday. This will help us to give you a better service and avoid waiting time at check-in and check-out to the holiday accommodation.

2. The client agrees to maintain the holiday rental property and its contents in the same condition as at the beginning of the holiday. The client must inform My Marbella Rentals of any breakages, losses or damage to the holiday rental property. The client will be responsible for the cost of any damage caused by him or his party or any additional cleaning charges.
3. The maximum persons allowed in the holiday accommodation must be respected. The maximum number of persons per property is specified on the booking form.
4. If My Marbella Rentals becomes aware that the number of persons is exceeded, we reserve the right to terminate the booking without a refund.
5. The client agrees to abide by any rules or regulations set by the community.
6. A refundable security deposit (TBC depending on property) will be taken upon arrival. The security deposit must be paid in cash.
7. The deposit will be refunded provided the holiday rental property, on inspection, is undamaged and it is in a clean and tidy condition.
8. If the holiday rental property is left in an unreasonable condition My Marbella Rentals will pay for the extra cleaning and/or damage repair from the deposit.
9. If the guest vacates the holiday rental property without a representative from My Marbella Rentals being present, we will refund the deposit within 10 working days of the departure.
10. If the departure time is between 00.00hrs and 08.00 the deposit will be returned by cheque within 10 days of departure
11. Clients are responsible for the keys to the holiday rental property. If the keys are lost there will be a replacement charge of € 50.
12. Fresh bed sheets and towels (except beach towels) will be provided.
13. Properties are available after 16.00 on the day of arrival and must be vacated by 11.00 on the day of departure, unless previously agreed in writing by My Marbella Rentals.

#### **Liability**

1. My Marbella Rentals acts only as a booking agent for the property owner and administers the property on his or her behalf.
2. My Marbella Rentals can not be held responsible for the actions of the property owner.
3. The rental agreement is between the rental property owner and the tenant. 4. My Marbella Rentals is authorized to issue booking confirmations on behalf of the owner.
4. My Marbella Rentals can not be held responsible for any claims for refunds, nor for compensation claims. All refunds and compensation claims are at the discretion of the owner of the property. If a complaint cannot be resolved during your stay it must be put in writing within 14 days of your return from your holiday. My Marbella Rentals will then pass over the complaint to the property owner who will advise My Marbella Rentals of an appropriate course of action. My Marbella Rentals acts as an intermediary.

**5. Any legal dispute which may occur will be between the property owner and the tenant.**

**6. My Marbella Rentals cannot be held responsible for any death, injury, accidents, break-ins or any other damage by whatever cause, unless it can be proved that it is due to the negligence of My Marbella Rentals.**

**7. Parents are responsible for the safety of their children whilst staying at all properties managed by My Marbella Rentals.**

**8. My Marbella Rentals advice all clients to take out adequate travel and personal insurance to cover all risks. It is also advisable that all EU clients bring with them an E111 form to entitle them to a free health care under Spain's National Health Service.**

**9. In case a problem arises My Marbella Rentals will do our utmost to help the client.**

**These terms and conditions and all matters that may arise from them are subject to Spanish Law and to the jurisdiction of the courts of the area where the rental property is located.**

**All bookings are subject to our Terms & Conditions.**

**END**