

# TERMS AND CONDITIONS

## General information

The following information will help you find out about all aspects of your booking with La Manga Club. Should you require any further information regarding any of the matters below, or other queries you may have about your holiday, please do not hesitate to contact us.

All our properties are privately owned and the style and standard of each property will reflect the preference of the individual owner. We endeavour to give an accurate description of each property and the facilities available, together with interior and exterior photographs. Please note that in some properties it is not always possible for the furnishings within the lounge/dining area or exterior/pool area to accommodate all occupants at any one time, due to space or design restrictions. The facilities in each property are in line with Spanish norms and whilst we take every care to achieve the highest standards of safety, the regulations may not be the same as in your country.

Water and electricity supply are operated by concessionaire companies authorized by the Town Hall. While water and electricity supplies are of a standard comparable to those in similar accommodation in this area of Spain, interruptions to the supply do sometimes occur. We cannot accept responsibility for this or for the absence or failure of any other service or facility beyond our control.

If the booked accommodation becomes uninhabitable during your stay due to circumstances beyond our control, (e.g. adverse weather conditions, fire, power failure or flooding), we will do our utmost to provide alternative accommodation. In these or other circumstances beyond our control (for example if the property gets sold), we will not be liable to pay compensation.

The availability of certain facilities and services, either in your accommodation or on resort, (in particular swimming pools, some restaurants, sports & leisure activities etc) is subject to seasonal variations. Such facilities and services may be suspended or closed without prior notice.

As properties are privately owned it is possible that building work may take place near your accommodation at any time during the year. While such work may be undertaken by a third party over whom we have no control, we will endeavor to let you know in advance of any major work taking place and to offer alternative accommodation if available.

Please note that La Manga Club S.L., its subsidiaries, parent companies and affiliates accept no liability for any claims arising out of or in any manner relating to the activities of third parties (private owners/companies) including, amongst others, interruptions in water/electricity supplies, inconveniences caused by third parties, acts of God or circumstances beyond our control.

## Accommodation services

Pre-arrival cleaning, water, and electricity consumption are included within the property's rental price. Our resort can suffer from water or electricity shortages and

supplies can be cut off without notice for varying periods of time. In addition, you may find that the electricity may trip if too many appliances are used at the same time. We ask for your patience and co-operation in such instances. As you will appreciate these situations are out of our control.

### **Air conditioning/heating**

When accommodation is equipped with air conditioning, this will be detailed in the property description by listing the rooms in which the facility is available. Fireplaces located within a property are for decorative purposes only and are not to be used.

### **Arrival and departure times**

Your accommodation will be ready for you to occupy from 16:00 onwards. To make sure we can prepare the property for the arrival of the next guests you must vacate the property no later than 10:30 on the day of your departure.

### **Assistance in resort**

Should you require assistance in any way please contact your key collection offices. You must report any problems affecting your holiday to our resort staff, so that we are given the opportunity to take remedial action and help you enjoy the rest of your holiday. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on resort and this may affect your rights under your contract with your booking agent.

### **Changes to facilities**

We cannot be held responsible for changes to the described facilities which may occur from time to time due to circumstances beyond our control. Additionally, we cannot be held liable for the unforeseen breakdown or failure of any household/swimming pool appliance, equipment or system, before, or during your occupation of the property.

### **Children's safety**

Please ensure that children are supervised at all times during your holiday. Extra care should be taken with swimming pools, balconies, roads, unfenced areas, etc, as the accommodation may not have the same child precautions as you are accustomed to in your own home. Parents are responsible for the actions of their children at all times.

### **Fiestas**

Local fiestas take place throughout the year in Spain. Some shops, supermarkets and other amenities may be closed during this period and there may be additional noise at any time of the day or night.

### **Heated pools**

Heated pools are only available when stated in the relevant accommodation description and will be at an additional cost. Please note that the temperature of the pool cannot be guaranteed even when heated, as this will be weather dependent, particularly during the winter months. If a pool cover is available, it must be used when the pool is not in use, and always used overnight to maintain the pool temperature.

### **Highchairs/cots**

We can provide a cot or a high chair if they are required during your stay. This should be ordered in advance, at the time of booking your accommodation. We supply travel cots, together with a mattress and linen.

**Facilities on resort**

Every effort is made to ensure the information we provide on resort facilities is correct, however some facilities may not be available at certain times of year, or at times when maintenance work is required or events are being held. In addition, local charges may apply for some of the resort facilities.

**Force Majeure**

We cannot and do not accept responsibility for any cancellation, alteration or amendment to your booking brought about by war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire adverse weather conditions, technical problems, closure or congestion of airports, cancellations or changes of schedules by airlines and similar events which are beyond our control.

**Insects/animals**

Mosquitoes, ants, cockroaches, wasps and other insects are common in warmer climates, and our resorts are no exception. We recommend that food is never left out on surfaces and any crumbs or spills are cleaned immediately. Rubbish should be removed from your property regularly and placed in the nearest bin to your accommodation. Mosquitoes can be kept at bay by a good repellent, which can be purchased before you leave home or at local chemists and supermarkets. Many of our properties are surrounded by gardens and countryside and field mice and other rodents, native reptiles, and spiders are also common. Please do not encourage any stray animals you may encounter by feeding them. These things, together with the possibility of late night noise, are unfortunately unavoidable in the environment in which our properties are situated. We therefore ask for your patience and understanding should they occur. Please note that we are unable to allow pets in any of our rental properties.

**Internet access and Wi-Fi**

Internet access and Wi-Fi is available when stated in the relevant accommodation description. A charge may be payable locally. Please note there may be restrictions with the availability and speed of the service transmitted by the local provider and technical issues may cause temporary withdrawal of internet facilities. We are unable to accept responsibility for any down time or consequences of using this service and refund/compensation cannot be offered due to circumstances beyond our control. Please note the speed of internet in this part of the region is not at that which people in the UK can now experience as standard, and when the resort is busy the speed can be affected.

**Kitchens**

Kitchens include hob, oven, fridge or fridge freezer, basic cooking utensils, iron, ironing board, cutlery and crockery. Some properties have additional facilities. These will be indicated in the property description where available. Please note that cleaning products or materials are not provided and condiments or leftover food supplies from previous guests are always removed for hygiene reasons. Although our properties are checked regularly, crockery, cutlery and other equipment may become damaged through regular use or removed. Please report any damaged or missing items to our resort staff so that we have the opportunity to repair or replace the item. In some instances, the sets of crockery, cutlery and glasses may not always match.

## **Liability**

We cannot and do not accept liability, for any death, personal injury, sickness, accident, loss (Including Luggage, personal belongings, motor vehicles etc.) any delay, increased expenses or any other misadventure incurred or suffered by clients, however caused, as a result of any act or default of a company, firm or person concerned with the provision of your travel arrangements, or during your stay at the home.

## **Lost property**

Please ensure all personal possessions are packed when leaving your accommodation. Whilst we will endeavour to assist when items are left, unfortunately we are unable to guarantee the return of any items which have been left unattended and will not be liable for any items lost or damaged in transit. Postage, packaging and handling fees will be applied for the return of any lost property.

## **Maid service & cleaning**

Maid service will vary at each individual property and can consist of preparation only with linen and towels on arrival with no further visit or may include linen changes and cleaning. The time of the visits may vary and the duties of the staff visiting mid stay may only include towels being changed, with no cleaning taking place. Maids are not responsible for laundry or washing up and we ask that you keep the property tidy and leave it as you would expect to find it. If your property has a barbecue, please ensure you leave it in a clean condition and ready for the next guests. Please dispose of used charcoal in a rubbish bag when cool, then place it in the large dustbins provided on the resort. If pool towels are supplied, these are not included in the linen change. We ask all guests not to use the bath towels supplied at the property for the beach or around the pool.

## **Noise**

At times aircraft noise can be experienced, either from commercial aircraft or the local air display team. In addition, noise may be heard from roads, wildlife and other accommodation. This may be more noticeable during peak season due to the increase of flights and tourists.

## **Occupancy**

The maximum occupancy for each property is indicated on our web site. Over occupancy is not permitted without prior arrangement and agreement with La Manga Club. Over occupancy without prior agreement will result in additional guests being asked to vacate the property. Please note that each property is equipped for up to, and not more than, the advertised number of maximum occupants only.

## **Occupying/vacating your property**

Check-in time for all our properties is from 16:00 onwards. In order that our properties are adequately prepared for new arrivals, we must ask you to vacate the property by 10:30 on the day of your departure. When making your travel arrangements please take the check-in and check-out times into consideration. We may be able to accommodate left luggage at our office if you have a late flight home or early flight in. We highly recommend that those visitors arriving at night bring a torch. If a transfer has been arranged through us, you will be transferred from the airport to the key collection office to collect your keys and register, then transferred to your accommodation if it is ready. On departure, please dispose of all rubbish, close all the shutters, turn the air conditioning off, and lock the front door, and return the keys to our office. Please note that charges will apply for keys not returned.

### **Personal health and safety**

Please ensure that you have purchased adequate travel insurance for your trip. Though the European Health Insurance Card (EHIC) is valid in Spain and allows you state healthcare at a reduced cost or for free, this should not be considered as an alternative to travel insurance. It is important to have both a EHIC and a valid private travel insurance policy. We advise all customers to be vigilant and ensure that great care is taken of your property and personal safety. You should ensure that all the windows, shutters, and doors are locked at night and where available, set the security device. This should also be done when you are away from your property. Adequate travel insurance is essential to cover your personal belongings.

### **Pool, garden and general maintenance**

All our properties are maintained by staff who have access to the pool/garden area. Gardens have to be maintained on a regular basis and it is impossible for this to be carried out only on 'change-over' days. Pools are normally checked and cleaned twice a week though this can vary, and this may sometimes be carried out very early in the morning. However, neither pool nor garden personnel have a fixed schedule or fixed hours, so it is not possible for us to advise you of the exact date or time of their visit. We ask for your cooperation when our staff visit, as it is imperative to keep the properties well maintained for our guests' enjoyment throughout the year.

### **Private pool**

If a property is described as having a private pool, this means that the pool is for the sole use of the occupants of that property. It is not intended to indicate that the pool is hidden from the sight of others outside the property boundary.

### **Roof Terrace**

Roof terraces may be gated and access denied to them if they are deemed unsuitable for use. If there is access to the roof terrace at your property, please take care when using it. Children must be supervised at all times and in all areas.

### **Safety deposit boxes**

If your property has a safe it will be included in the property description. If a safe is present it must be used to store your valuables.

### **Satellite TV/video/DVD/games consoles**

All our rental properties include at least one TV with access to a number of English language channels. We cannot guarantee the number or type of channels received and we recommend that you use the same care and supervision with children as you would do at home. If a villa is equipped with a DVD, video or games console, you will need to provide your own DVDs/games.

### **Smoking**

Smoking by guests is not permitted inside any of our rental properties. If guests smoke outside their accommodation we ask that cigarette stubs and ash are disposed of carefully away from the property.

### **Stay safe on holiday**

Your safety and wellbeing are of the utmost importance to us and we take care to ensure your stay at your chosen property is safe and trouble free. However, please be mindful that our accommodation complies with the local standards and regulations of Spain, which might not be the same as in your country. Please take extra care while you are away and ensure that children are supervised at all times.

## **Telephones**

Unless otherwise stated, telephones are not provided in our properties. If there is a telephone this can be used for internal resort calls only. Therefore, we recommend that customers bring mobile phones in case of an emergency.

## **Transfers**

We can assist with pre-booking transfers to and from Alicante or Murcia Airports if required.

## **Website**

We make every effort to ensure that the information and photography contained on our website is accurate. However, many individuals are responsible for the provision of your holiday accommodation and resort facilities, and they may alter or temporarily withdraw some of the advertised facilities or services without prior notice to us.

Gardens will naturally grow, furnishings may be replaced and décor updated, and it is not always possible to display the most up to date photographs. Any pool measurements we have provided are approximate. Please note that external photos may be taken from, or include, areas of the property not accessible to guests, either on instruction of the owner or on safety grounds. Please check the description thoroughly to ensure that you are aware of the actual rooms and facilities available to you in your chosen property.

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## **Booking Conditions**

Your contract is with Inmogolf S.L.

These Booking Conditions, the Essential Information and Privacy Policy above, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with. ("we" or "us"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- He/she has read these Terms and Conditions and has the authority to and does agree to be bound by them;
- He/she consents to our use of information in accordance with our Privacy Policy;
- He/she is over 21 years of age and where placing an order for services with age restrictions, declares that he/she and all members of the party are of the appropriate age to purchase those services.

## **Terms and Conditions**

### **Alterations or cancellations by you:**

Minor changes to your booking which do not involve a change of dates or type of property, but require a new confirmation from us, may incur an administration fee of €35.00 . Changes to dates or to the type of property will be considered as a cancellation and will incur cancellation charges as detailed as below. If you wish to cancel your holiday you must inform us in writing. Your holiday will be deemed cancelled on the date that your written notification is received by us.

### **Cancellation charges:**

<b>Cancellation received:</b>	<b>Cancellation charge payable:</b>
More than 8 weeks prior to arrival	Loss of deposit
4 to 8 weeks prior to arrival	60% of total accommodation
2 to 4 weeks prior to arrival	80% of total accommodation
less than 2 weeks prior to arrival	100% of total accommodation

### **Alteration and cancellations by us:**

Occasionally it is necessary for us to make minor changes to your booking, such as changing the number of the property you have been allocated to a similar property within the same development. In the event of any such changes we will notify you as soon as possible.

In the unlikely event that your accommodation of the type you have booked becomes unavailable after you receive confirmation, we will endeavour to provide alternative accommodation of a similar specification. If no such accommodation is available or if the alternative is not acceptable to you, your booking will be cancelled and a full refund of accommodation costs will be made. This will be deemed full and final settlement and no further sums will be payable by La Manga Club in view of cancellation.

### **About your accommodation:**

We appreciate your cooperation in ensuring that accommodation remains in top condition for the enjoyment of all our guests.

The accommodation may only be occupied by those persons named on the booking form. If the property is used by a total of more than 2 persons per bedroom a charge of €70 per person per week will be levied if the property is suitable.

No pets or animals of any kind are allowed in rented properties.

On arrival you will be asked register your contact details, and to present the passports for all members of your party. These will be copied and entered into the Dirección General de la Guardia Civil 'Hospederias' system, as required by law.

You will also be asked to sign a blank credit card slip as a guarantee against any loss or damage which should be reported immediately to Resort Management and paid for on site. After your departure, we will carry out an inventory check and assuming all items are in order, the credit card slip will be destroyed.

If there is a telephone in the property, incoming and internal resort calls are free of charge. If you would like to have an external line connected you will be asked to pay a connection fee and provide a signed blank credit card slip to cover the cost of any calls.

We strongly recommend you take out adequate holiday insurance to cover you in the event of cancellation, loss or damage to your own or third-party property, medical and repatriation expenses.

La Manga Club shall not be liable for any loss or damage arising from any matter beyond our reasonable control, including (but not limited to) acts of God, war, civil disturbance or terrorism, industrial disputes, government actions, or failure of public services.

Should you have any complaint whilst you are on holiday, please let us know immediately and they will do everything possible to resolve the situation to your satisfaction. We cannot accept responsibility for any claim that has not been notified in this way, unless this was impossible due to exceptional circumstances. If your problem is not resolved you may lodge an official complaint using the form available at your key collection offices or by notifying us in writing within 28 days of your departure.

Any dispute in connection with the aforementioned Terms and Conditions (including all matters arising from them) is subject to Spanish Law and to the exclusive jurisdiction of the Spanish Courts.

### **Privacy Policy**

La Manga Club S.L. and Inmogolf S.L. inform you that the data you have directly or indirectly provided previously for the use of our services, will be processed for reservation and billing purposes and may be divulged to third party service companies with the sole purpose of providing the services agreed herewith and also if we are legally obliged to do so. You have the right to access, rectify and restrict the processing of your data, to request the portability of your data and/or to have them deleted. To exercise any of these rights, please send a request to the following e-mail address: [rentals@lamangaclub.com](mailto:rentals@lamangaclub.com). For more detailed information on Data Protection, consult this link: [www.lamangaclub.com/legalnotice](http://www.lamangaclub.com/legalnotice)