



## General terms and conditions Villa CONMIGO bed & breakfast

We welcome you in our stylish accommodation and ask you to inform yourself on our terms and conditions.

#### 1. GENERAL

- 1.1 These general terms and conditions apply to all guests of Villa CONMIGO bed & breakfast.
- 1.2 When making a reservation request or booking you agree with the General terms and conditions as a guest of Villa CONMIGO bed & breakfast.
- 1.3 The minimum stay at Villa CONMIGO bed & breakfast is two nights.
- 1.4 Check-in time is from 2 pm; check out before 11 am. Different times will be taken in consultation. Late check out is possible when there is no check in that day for your room.
  Late check out price is € 15, incl. VAT. In case of early departure, there is no refund.
- 1.5 Smoking is not allowed indoors and in the rooms. Outdoor smoking is allowed.
- 1.6 Pets are not allowed.
- 1.7 For Villa CONMIGO bed & breakfast applies a minimum age of 12 years for co-traveling children.
- 1.8 It is not possible to add an extra bed in the room.
- 1.9 Guests can park their cars on the closed private car park. Parking is always at your own risk.
- 1.10 Guests need to have a permanent place of residence or stay.
- 1.11 The owners of Villa CONMIGO bed & breakfast can, in case of violation of the General terms and conditions and/or the House rules or at inappropriate behaviour, deny or refuse guests access to the accommodation with immediate effect without further communication and giving reasons and without a refund of the accommodation expenses.
- 1.12 Villa CONMIGO bed & breakfast reserves the right to change the terms and conditions. You accept and acknowledge the terms and conditions as binding in force at the moment you use the website and facilities of Villa CONMIGO bed & breakfast.

# 2. RATES

- 2.1 The shown rates are per room, per night and include breakfast for two persons.
- 2.2 The shown rates include the use of water, electricity, air conditioning, heating and bath-& bed linen.
- 2.3 The shown rates include VAT (or similar tax) according to the then current VAT rate. If the VAT rate changes between the date of booking and the date of the supply of services, the tax legislation obliges to apply the tax rate at the time of the supply of services or tax increase, even in the case when the previous results in an increase of the final price which was communicated to the guest at the time of the booking.
- 2.4 The shown rates do not include the use of the sauna, honesty bar and other services offered by Villa CONMIGO bed & breakfast.
- 2.5 The rates shown do not include the cost of cancellation and travel insurance. We recommend taking a cancellation and travelling insurance.
- 2.6 The rates shown are subject to change.

## 3. BOOKING AND CONFIRMATION

- 3.1 A reservation request or booking can be done orally, by telephone, in writing, by e-mail or via booking sites.
- 3.2 To book a stay at Villa CONMIGO bed & breakfast charges no additional reservation fee.
- 3.3 After receiving your reservation request and the confirmation sent by Villa CONMIGO bed & breakfast, you are bound to pay the down payment. The reservation is only valid if you have received a confirmation from us and the down payment has been paid.

#### 4. PAYMENT

- 4.1 The deposit is 25% (30% for booking.com reservations) of the total outstanding amount with a minimum of 1 night, to be paid within 7 days of booking.
- 4.2 The outstanding amount is due to be paid 4 weeks prior to arrival.
- 4.3 With bookings within 4 weeks before arrival, the total amount has to be paid by return.
- 4.4 The down payment and outstanding amount must be remitted to **ES87 0081 5165 4000 0123 9633** / BIC-code **BSAB ESBB** at the name of Bartolo Andalucía S.L. in Alhaurín de la Torre quoting your reservation number.
- 4.5 The cost of usage of the honesty bar, dinners and lunches should be paid at your departure by cash, debit card or credit card. The prices are found on the list at the honesty bar and in the guest rooms.
- 4.6 The payment for reservations made by us for green fees, sightseeing's, activities and other services during your stay have to be paid on departure by cash, debit card or credit card unless stated otherwise.
- 4.7 The payment for reservations made by us for green fees, sightseeing's, activities and other services before your arrival have to be paid by return by bank unless stated otherwise.
- 4.8 For payments with credit or debit card, we will charge an additional fee of 1.5% of the total amount for bank charges.

#### 5. CANCELLATION

- 5.1 Cancellations will only be accepted in writing or by email quoting your reservation number.
- 5.2 If the booking agreement is cancelled, the following cancellation fees will be charged:

PRIOR TO 6 WEEKS BEFORE ARRIVAL: 25% of the total amount with a minimum of one night.

PRIOR TO 4 WEEKS BEFORE ARRIVAL: 75% of the total amount.

PRIOR TO 2 WEEKS BEFORE ARRIVAL: 100% of the total amount.

- 5.3 At No Show, the total amount of the reservation will be charged.
- 5.4 Refund of green fees is based on the cancellation policy of the respective golf course.
- 5.3 We recommend purchasing a good cancellation and travel insurance.

## 6. FORCE MAJEURE

6.1 In case of force majeure, of either permanent or temporary nature, Villa CONMIGO bed & breakfast shall be entitled to dissolve the agreement in whole or in part or temporarily suspend without the guest being able to claim performance and/or compensation. Force majeure shall include, but not exclusively; Danger of war, war, rebellion, strikes, boycott, disturbances in the energy circuit, in traffic or transport, measures by the Government, scarcity of raw materials, natural disasters, and moreover all circumstances, extraordinary weather conditions, death of one of owners or close family members, etc. under which a total or partial performance of the agreement of the accommodation cannot be demanded in reasonableness and fairness.

# 7. LIABILITY

- 7.1 Villa CONMIGO bed & breakfast cannot be held responsible for damage suffered by guest or third parties due to the stay in the accommodation; Guest shall indemnify Villa CONMIGO bed & breakfast against regarding claims. Villa CONMIGO bed & breakfast is not responsible for disturbances in and around the accommodation such as failures and outages of power and water facilities and installations, not or untimely announced construction and/or road works in the vicinity of the accommodation. Villa CONMIGO bed & breakfast cannot be held responsible for any damage, loss or theft of personal belongings.
- 7.2 Villa CONMIGO bed & breakfast can only be held liable for damage that is due to the gross negligence or the negligence of the owners.

- 7.3 Without prejudice to what is determined in 7.1 and 7.2, Villa CONMIGO bed & breakfast's liability is, if and so far as the accommodation will be held responsible under the user agreement, always limited to direct damages and any kind of consequential damages are excluded. The liability of the accommodation is also always limited to the maximum amount that the insurer of Villa CONMIGO bed and breakfast in the determined case will pay.
- 7.4 The use of swimming pool, Jacuzzi, sauna and fitness equipment is at your own risk. Villa CONMIGO bed & breakfast may not be held liable for personal injury or damage to personal belongings caused by using these facilities.

## 8. DAMAGE

- 8.1 Guest must behave properly and in accordance with the bed and breakfast accommodation's usage instructions given by the owners or accommodation's policy.
- 8.2 The main tenant is legally responsible for inflicted damage by him or her and his fellow guests to Villa CONMIGO bed & breakfast's goods or persons.
- 8.3 A damage case needs directly to be reported by the guest to the owners. Repair and or replacement costs need to be paid by the guest.
- 8.4 In the case of loss of keys all resulting costs will be charged on guest.

## 9. PRIVACY

- 9.1 Your privacy will be treated with care by Villa CONMIGO bed & breakfast and all the provided personal data will be kept confidentially. Villa CONMIGO bed & breakfast takes all reasonable precautions to protect information obtained from or about customers against unauthorized use as much as possible. These data will, according to the European directive (Directive 95/46/EC of 24 October 1995) and the Spanish law on personal data automatically be processed and stored.
- 9.2 According to the Spanish law Villa CONMIGO bed & breakfast is obliged to register its guests with the Guardia Civil. By signing this form you give us permission to do so.
- 9.3 The provided email address at the time of booking can be used for marketing and promotional purposes on behalf of Villa CONMIGO bed & breakfast. If you do not want us to use the email address, then please inform us.