

Magister Gardens Ltd Booking Contract

Contact details

Property address: Magister Gardens (known locally as Clot d'en Magister), Cami de sa Costa Blanca s/n (accessible por la Calle Ciutadella), Alaior, Menorca.

Phone numbers:

0044 (0)7523528342 (Management)

0034 971 372554 (our local Property Management Team during your stay: ask for Sue or Xisca)

Website: www.magistergardens.com

Administration email: info@magistergardens.com

General

These terms and conditions (the "Booking Contract") are between and shall bind the property owner or manager ("we", "us" and "our") Magister Gardens Limited, and the holidaymaker(s) who may have booked our property (the "Property") either directly via our website or through any of the following online booking websites: Holiday Lettings, Tripadvisor, Owners Direct, VRBO, Homelidays, HomeAway, Holiday Lettings, AirBnB, Boutique Homes, (each a "Booking"). It also applies for bookings made through any of the following Booking Agents (if there isn't another contract already in place between guest and Booking Agent): Menorca Private Owners, Red Savannah, Avenue Properties. References to "you" or "your" are references to the person making the booking and all members of the holiday party.

Any Booking is subject to the Booking Contract. This Booking Contract and our confirmation email contain the entire agreement between us and you and forms the basis of your agreement with us so please read them carefully. Nothing in this Booking Contract affects your usual UK statutory rights.

Bookings and payments can be made directly through us. However rental websites use different 'Payment Facilitators'. Please refer to the relevant website to obtain details of the correct payment facilitator should you require this.

For the avoidance of doubt, you acknowledge and agree that the provider of the Property is us and not any of the above booking websites or booking agents.

Property rates and pricing

The most current holidays rental rates can be viewed on our website and are set in GBP (Great British Pounds). The equivalent Euro rates are subject to currency fluctuations so for accurate Euro prices please contact us directly. The rates dictated by our website apply when booking directly with us. Rates will vary if booking from a rental agency or booking website. Rates are subject to change without notice but will of course not be altered once a booking has been made.

Booking directly through us:

- There are two payments due for each booking. The first is the Deposit which is calculated as 50% of the Rental Price plus the Damages Deposit (unless you are booking within 8 weeks of arrival when full payment is required to secure the booking). The second Balance payment for the remaining 50% of the booking fee is due 8 weeks prior to your arrival date.
- Upon receipt of your 'Guest Booking & Details Form' (see Appendix A below) and the Deposit or full payment, Magister Gardens Limited will issue an invoice in confirmation of your booking.
- If you fail to make the Balance payment due to us in full and on time we shall be entitled to treat your Booking as cancelled by you and the Cancellation Policy (as defined below) shall apply.
- Payments should be made by direct bank transfer either to a nominated UK GBP (£) account or nominated Spanish Euro account (€).
- Payments should be made by the party leader only in two single payments (Deposit and Balance).
- The party leader is liable for the booking even if other names appear on the booking form.
- The holidaymaker (party leader) is responsible for providing all the information requested in the 'Guest Booking & Details Form' (see Appendix A) at the time of securing the booking with the first payment. If the booking has not been made directly through us but via an alternative booking website the holidaymaker will submit the 'Guest Booking & Details Form' (see Appendix A) when requested by us. This form must be completed in full and sent back alongside with any copies of additional documents requested (passports or ID) within 2 weeks of receipt or 10 weeks before your arrival date (whichever is quickest). Failure to do so may mean that your booking is cancelled and the Cancellation Policy would apply.

- Please note that we do not accept bookings from groups of under 30's.
- If you need to cancel or amend your Booking you must email us as soon as possible. A cancellation or amendment will not take effect until we receive confirmation from you. We will refund any amounts due to you in accordance with the agreed Cancellation Policy detailed in this contract.

Booking through an online booking website (such as Holiday Lettings, Tripadvisor, Owners Direct, VRBO, Homelidays, HomeAway, Holiday Lettings, AirBnB, Boutique Homes): Please adhere to each websites booking procedures. The booking procedures may vary between these websites but this Booking Contract and Cancellation Policies apply to all.

Booking through a Rental Agency: Please adhere to their individual booking procedures and cancellation policies.

Cancellations Policy

We reserve the right to cancel if monies due are not paid in time, in which case you will lose your deposit.

If the guest pays the full balance on time, they can receive:

- a 50% refund of the rental cost if a booking is cancelled at least sixty (60) days before check-in
- a 25% refund of the rental cost if a booking is cancelled between fifty nine (59) and thirty (30) days before check-in.
- 0% refund if the booking is cancelled between 29 days before check in and the scheduled day of arrival.
- Early departure does not warrant any refund of rent.
- If you fail to make the second Balance payment due to us in full and on time we shall be entitled to treat your Booking as cancelled by you and this Cancellation Policy terms shall apply.
- Guest refunds exclude the traveller booking fees charged by the booking website you may have chosen.

We would not expect to have to make any changes to your Booking once it is agreed between you and us. But sometimes severe problems may occur beyond our control and we may have to make alterations or, very occasionally cancel Bookings. These include: war, political unrest, strikes, acts of God, weather, epidemics, riots, civil strife, industrial dispute, terrorist activities, natural and technical disasters. If this does happen, we will contact you as soon as is reasonably practical and inform you of the proposed change to your booking or cancellation. If we cancel your Booking, the rental website that you may have used should refund you any fees you have already paid to them, but we cannot guarantee this. We will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

Damage Deposit

The Damage Deposit of £400 may be used for any repair and/or replacement of the Property, furnishings, fixtures and fittings that are necessary after your stay. We will return the Damage Deposit to you following the return of the keys to us, less any deductions that may be due. If you have booked directly through Magister Gardens Ltd, the full or balance of your Damages Deposit will be returned within 10 working days. Otherwise the damage deposit return date is outlined by the relevant rental website that you used to make your booking. The Damage Deposit will be returned if:

- No damage is done to property or its contents, beyond normal wear and tear.
- No charges are incurred due to illegal activity, pets or collection of rents or services rendered during the stay.
- All debris, rubbish and discards are placed in the rubbish bins, and soiled dishes are placed in the dishwasher and cleaned.
- All keys are left in the designated key boxes at the entrance of the property (or another previously agreed location) after all entrances to the property have been securely locked.
- All charges accrued during the stay are paid prior to departure.
- No linens are lost or damaged (towels, sheets, curtains, sofa & cushion covers etc)
- No early arrival or late departure (this will affect our Management Team and additional charges will be accrued)
- The renter has not been evicted by the owner (or representative of the owner) or local law enforcement.

The Property

Check in time: After 4 pm local time

Checkout time: Before 10 am local time

Strictly no early check-in or late checkout as this will hinder our Property Management Team in ensuring the property is ready for our next guests.

Smoking

This is strictly a NON SMOKING property. Please note that charges will be incurred if our Management Team needs to wash fabrics such as sofa covers and curtains that are tainted with tobacco smell.

Pets

Pets belonging to guests or friends are strictly not permitted at the property under any conditions. Please do not feed the local cats if these stray onto the property as they would be badly accustomed and could be a nuisance for guests with small children.

Monthly Reservation Cancellations

Monthly renters must cancel one hundred and twenty (120) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (90) days prior to check-in.

Maximum occupancy

The maximum number of guests is limited to eight (8) persons. You cannot allow more people to stay in the Property than expressly authorised (i.e. those detailed in the 'Guest Booking and Details Form'), nor can you significantly change the make-up of the party during your stay in the Property. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for any fees already paid to us in those circumstances. Any refund will be at our sole discretion. We will instruct for any unauthorised guests staying at the property, not detailed in the Guest Booking & Details Form (Appendix A), to leave the property immediately. Payment for any nights where unauthorised guests have stayed at the property will be charged pro-rata based on the price paid for your booking.

You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs, in an emergency or to ensure you are complying with this Booking Contract.

In exceptional circumstances an additional charge may be agreed (e.g. the presence of an additional small child or baby in the group). But this is strictly to be agreed in writing with ourselves as additional preparations to the property may be required.

Minimum stay

This property requires a minimum stay of seven (7) nights during the High Season. During Low and Mid Seasons the minimum stay is four (4) nights. If a rental is taken for less than three days during the Low and Mid Season periods, the guest will be charged the four-night rate. The current calendar dates that define Low, Mid and High Season rates can be viewed on our website.

Inclusive fees

Rates include clean fresh bed linen, towels and beach towels. These will be changed over after 7 nights for bookings over 10 days duration. We do not permit any white towels or linen to be taken from the property. Other facilities fees are included in the rental rate (e.g. pool cleaning twice a week and weekly garden maintenance).

No daily Housekeeping Service

Daily maid service and cooking services are not included in the rental rate. Both are available at an additional rate. Please contact us well in advance if this is required.

Falsified bookings

Any booking obtained under false pretence will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

Written exceptions

Any exceptions to the policies mentioned above must be approved in writing in advance.

Parking

Parking at the property is limited to two (2) vehicles. Access is via the automated gate (a remote control entrance fob will be provided on your house key-set) and down a ramp onto a flat gravelled area adjacent to the entrance of the house.

Please note that free on-street parking on the road outside is permitted if the client prefers this. There are designated parking bays (free of charge) a few metres uphill on the street.

Fireplace

The fireplace is a closed log fired stove unit (double fronted to kitchen and living room). If you plan to use the fireplace please let us know and we will send illustrated instructions.

Water and Septic tanks

The septic system is very effective; however, it will clog up if improper material is flushed. Do not flush anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, you will be charged the call out and clearing charge of our Management Team.

Website Information

Although we take care to ensure that the particulars on our website are correct, we are not liable for any changes that may occur between the present and the time our clients go on holiday. Floor plans on the website are purely for information and are not to scale.

Your obligations

You agree to comply with the regulations set out in any property manual at the Property and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition as found.

You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties. Any damages will be deducted from your Damage Deposit. If damages exceed the value of the Damage Deposit then we will send proof of the damage and a valuation for its rectification. This valuation will be prepared for by our property Management Team. You will be requested to send payment to rectify this damage. Failure to settle payment for your excessive damages are likely to result in legal proceedings against you and/or the members of your party.

You agree to take all necessary steps to safeguard your personal property while at the Property.

You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

The fields beyond the property and walled garden

Access beyond the walled garden has been restricted with locked gates. The grounds beyond the walled gardens are not secure and we thus accept no responsibility for trespassing beyond the walled gardens. Please note that there are bee-hives, horses, caves, unsecured drops and other hazards beyond the walled gardens. The restoration of these areas and full access will be granted in subsequent years when we deem these areas to be safe for guest access.

Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve problems properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straight away. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence at the Property.

If any complaint cannot be resolved during your holiday, you must write to us or email us with full details within 14 days of the end of your Booking.

For the avoidance of doubt, you shall always contact us and not the holiday rental websites if you have any complaint in relation to your Booking or the Property.

Limit of Liability

Our maximum liability for losses you suffer as a result of us acting in breach of this Booking Contract is strictly limited to the amounts received by us in relation to your Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaching this Booking Contract. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.

For the avoidance of doubt, we shall not be liable to you or responsible for:

- any failure in relation to any payments due to the failure of a payment solution provided by a third party; and
- the rejection of any payment of yours by a third party payment solution provider.

This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

Law and Jurisdiction

This Booking Contract (including any non-contractual obligations arising under or in relation to this Booking Contract) between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be exclusively dealt with by the Courts of England and Wales.

Miscellaneous

You may not transfer your Booking or any rights and responsibilities under this Booking Contract to any other person, without our prior written consent.

If at any time any part of this Booking Contract is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

This Booking Contract, together with the Cancellation Policy and our confirmation email contain the entire agreement between us and you relating to the Booking and shall supersede any previous agreements, arrangements or discussions between you and us, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between you and us prior to receiving the confirmation email except as expressly stated in this Booking Contract. Neither you nor us shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Booking Contract (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Booking Contract.

We will not be in breach of this Booking Contract, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire, explosion or accident.

Appendix A (this form will be sent to you once you have secured your booking)

Magister Gardens_ Guest Booking & Details Form.

Following a booking confirmation please fill in the form and send it back with copies of passports or ID for all members of the group.

1. Details of Party Leader (to whom all correspondence will be addressed):

Title:

First name:

Surname:

Age on arrival:

Nationality:

Passport number (please attach copy):

Address & postcode:

Email:

Tel (Day):

Tel (Eve):

Tel (Mob):

(Please ensure the mobile no you provide is the one you will travel with in case we need to communicate with you during your stay)

2. Travel arrangements

Travel to Menorca (airline / flight number / arrival date and time):

Travel arrangements whilst on Menorca e.g. car rental / public transport (please note we strongly recommend you rent a car whilst staying in our property and visiting Menorca):

3. Dates and times

Requested booking dates:

Estimated arrival time:

Estimated departure time:

Please note that bookings are from 4 p.m. on arrival day until 10 a.m. on departure day. If you require luggage storage please let us know so that this can be arranged with our local management team.

4. Any additional requests before you arrive at the property:

5. Details of remaining group members

Guest 2

First name:

Surname:

Age on arrival:

Nationality:

Passport number:

Guest 3

First name:

Surname:

Age on arrival:

Nationality:

Passport number:

Guest 4

First name:

Surname:

Age on arrival:

Nationality:

Passport number:

Guest 5

First name:

Surname:

Age on arrival:

Nationality:

Passport number:

Guest 6

First name:

Surname:

Age on arrival:

Nationality:

Passport number:

Guest 7

First name:

Surname:

Age on arrival:

Nationality:

Passport number:

Guest 8

First name:

Surname:

Age on arrival:

Nationality:

Passport number: