

## TRAVEL MENORCA LTD 2023/24 CONTRACT FOR RENTAL & CONDITIONS OF BOOKING

Please read carefully

- 1 All bookings are made with Travel Menorca Ltd, acting as administration agent only on behalf of the owner of your chosen property. **Your completion of the booking form as party leader will be taken as acceptance of the following conditions by yourself and the other members of your party.**
- 2 Every care is taken that all information on the website is as accurate as possible. However, facilities may be changed or withdrawn for reasons beyond our control in which case we cannot accept any responsibility. Travel Menorca Ltd cannot accept any liability for loss, injury or damage arising from clients' use of the property accommodation and amenities. Despite our efforts and advice given, it is ultimately your responsibility for the safety and care of your group.
- 3 The period of rental is from 4.00pm on the day of arrival until 10.00am on the day of departure. The receipt of your signed booking form and 25% deposit confirms your holiday booking. The balance of the total cost of the holiday must be paid for in full at least 10 weeks prior to departure, otherwise we reserve the right to cancel your booking.
- 4 Refunds. Payments to Travel Menorca Ltd are not refundable except: a) If you cancel within 48 hours of booking; b) If travel to Menorca is prevented due to 'lockdown' rules imposed on the island; or c) If you are unable to travel because your home area is in lockdown.
- 5 Cancellations. Booking deposits are not refundable if you cancel for reasons other than those listed in Condition 4. You may cancel your booking at any time without further penalty or payment due up to 10 weeks before your intended arrival date. If you cancel following the payment of your final balance no refund will be due, unless the reason for the cancellation is covered by Condition 4.
- 6 All members of a party **MUST** be covered by adequate travel insurance. Such insurance should ensure that you are fully covered against unexpected cancellation charges, medical expenses arising abroad, loss of luggage or money and personal liability claims. **Your completion of the booking form as party leader will be taken as acceptance of the following:** that you have on behalf of those listed on the booking form read and agreed to the Travel Menorca Contract for Rental; and that your booking is made subject to these conditions in the Contract of Rental; and that you are over 18 years of age. You also certify that all persons included in the booking are, and will continue to be covered throughout the duration of the booking, by travel insurance with reasonable and appropriate cover. In the event that you fail to obtain reasonable and appropriate cover, you indemnify Travel Menorca Limited against any or all expenses incurred by said company as a result of your failure to purchase adequate cover.
- 7 We reserve the right to make any reasonable variations in accommodation as may be necessary at our discretion, due to circumstances beyond our control, including industrial action, acts of war, force majeure, etc. If it becomes necessary to change accommodation, every effort will be made to provide an alternative of equal quality and standing.
- 8 In the unlikely event that a client wishes to complain about any aspect of their accommodation, the client should contact the local property management company, representative or agent responsible for the property immediately, in order to try to resolve the matter on the spot. If the matter cannot be resolved satisfactorily, the client should submit their complaint in writing to the local property management company, representative or agent and, within seven days of their return, to Travel Menorca. Travel Menorca cannot consider complaints that were not raised during the stay, in accordance with the above.
- 9 We guarantee that there will be no price increases or surcharges applied to your chosen property once your booking is confirmed and deposit payment is received.
- 10 The booking relates only to the number of people indicated on the booking form. Additional people will not be allowed to stay in the property without written prior notification. Unauthorised over occupancy can result in penalty charges and/or immediate cancellation of the right to occupy the property.
- 11 Properties are furnished and equipped for self-catered accommodation for the number of people equating to stated occupancy and will be cleaned and checked before your arrival. Any requests for additional items or equipment will have to be authorised by the property owner.
- 12 Building work and resulting noise from sites adjacent to any properties featured within our portfolio may occur at any time during the season. Many resorts are continuing their development and at times local works may be taking place or may be planned. As you will appreciate building works are often carried out by third parties over whom we have no control. Furthermore they are frequently intermittent and we may become aware that they are taking place only when they commence. Unless building works are being carried out by our own suppliers or sub-contractors, we regret that we cannot offer any compensation, or otherwise accept liability. Where such building works occur during your holiday, and sufficiently affect your enjoyment of it, we will endeavour to offer you alternative accommodation with you paying or receiving a refund in respect of price difference. During high season suitable alternative accommodation may not easily be available, and should no alternative option be available we regret that we cannot accept liability for this.

- 13 Confidentiality – Travel Menorca undertakes to abide by our Privacy Policy, as published at [www.travelmenorca.co.uk](http://www.travelmenorca.co.uk), and to safeguard your data. You have the right to request removal of your data from our systems.
- 14 We reserve the right to request a security deposit to cover against breakages/loss or abuse of the property, its contents, fixtures, fittings and equipment. The security deposit is payable by separate cheque or transfer with the balance of your holiday payment. Notwithstanding the security deposit held, the client remains liable for the full cost of any repairs or replacements required due to accidental or negligent breakage or damage to the property. Any damage, loss or breakages must be reported to the local property manager immediately. If there are locked cupboards, rooms etc these are not accessible to guests as they will contain items of a personal nature to the owner. Please do not attempt to open or enter these. On departure day, the client agrees to leave the property in a clean and tidy state and remove any rubbish to the nearest receptacle.
- 15 The client accepts that the local property manager or its agents retain the right to enter and inspect the property and carry out essential repairs or maintenance including cleaning, gardening and swimming pool maintenance at any time during the client's stay if needed. We regret that we cannot commit to a specific day or time to carry out these duties.
- 16 Air-conditioning – If the property is equipped with air-conditioning/warm air heating units these are available for use by the guests inclusive within the property price, unless stated otherwise at an additional cost. The client accepts that the units are delicate electrical items that require careful usage. Doors and windows should not be left open in rooms in which they are being used as this will lead to the units icing up and burning out. The client also accepts that in the event of a breakdown by these units during their stay, the local management company will do their best to ensure a quick and speedy repair but that it is not always possible due to availability of spare parts. In this situation, the client accepts that whilst they have particularly booked an air-conditioned property, no compensation payment for the lack of air-conditioning units during their stay can be paid by the owner, local management company or Travel Menorca.
- 17 Television. Satellite television services are in a state of constant flux and Travel Menorca is unable to guarantee what English-language channels may be available at any given time in a property which is advertised as having satellite TV. Internet TV (IPTV) is an emerging technology and is subject to fluctuations in reception reliability. Travel Menorca is unable to guarantee what English-language channels may be available at any given time in a property which is advertised as having IPTV.
- 18 Swimming pools – great care must be taken at all times around the swimming pool. You are recommended never to allow small children or non-swimmers in the pool unless supervised, nor to use the pool under the influence of alcohol or drugs. The client remains responsible at all times for the safety of those using the pool and Travel Menorca cannot accept any liability for any injuries incurred. The pool will be cleaned and serviced twice per week, usually early in the morning. The client must allow the pool cleaners to carry out their duties and the pool must not be used for the duration of his visit, nor if he advises a period of time afterwards because of chemicals that have been added. Sometimes, due to excessive use of the pool, water in the ears can cause an infection, most especially with children. This does not necessarily mean that the chlorine levels are incorrect. The most simple precaution to prevent ear infections is to dry ears well after leaving the pool to clear any trapped water that may become infected. Rules of the pool and communal gardens on apartment complexes must be obeyed at all times.
- 19 Keys & security – If you lose the keys to your property you must notify the property manager immediately. A charge will be levied to replace lost keys of 70 euros for a standard key and 85 euros if a laser-cut high security key. If your property is fitted with a safe please use it. Always lock and secure the property fully when going out. Although rare in Menorca, crimes against people and property are a fact of life and you have the same responsibility for your personal safety as you do at home.
- 20 No pets will be allowed in any property without prior application to Travel Menorca and the authorisation of the owner.
- 21 All interiors of all villas and apartments are non-smoking areas.
- 22 The client accepts in full and agrees to be bound by the conditions outlined in this booking contract of rental and confirms that all the information they have provided to Travel Menorca is correct. The client also agrees to notify Travel Menorca in the event of any changes that may affect this booking or the acceptance of it.
- 23 This Agreement is governed by English law and the exclusive jurisdiction of the English courts.
- 24 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.