



Casa Benedict Rentals Terms and Conditions.

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before you (the "renter", "I", "guest", "guests") book a rental at Casa Benedict ("us", "we", or "our").

1. Bookings

All bookings must be made through the automated booking system on our web site at www.mojacar.rentals or via the [Home & Away](#) website (property no 5496).

Once your reservation has been confirmed, you will receive a confirmation e-mail from www.mojacar.rentals.

i. Booking Terms

Our terms for accepting a booking are a **non-refundable 25% deposit** to hold and confirm booking, payable within **5 working days**, with full payment due **8 weeks** before your arrival date.

If a property is reserved within 8 weeks of the arrival date the total reservation amount is due and the total amount for the rental will automatically become non-refundable. This will be detailed in your reservation confirmation email.

In the unlikely event we have to cancel your reservation due to unforeseen circumstances, or a non-updated availability calendar, we will endeavour to place you in a vacation home of similar standard, in the same resort locality. In the unlikely event this is not possible we will refund all monies paid to us by you for your reservation. Under no circumstances will any compensation be paid to the renter in the event of a cancellation or relocation of a booking.

ii. Payments

Casa Benedict are pleased to accept payments by bank transfer, debit/credit card and the HomeAway payments system.

All final payments must be made **8 weeks (56 days)** prior to the arrival date submitted on your booking agreement.

We reserve the right to reoffer the villa or apartment for rental if the final payment is not received on or before the due date.

iii. Booking Amendments

Any amendment to a confirmed reservation, will incur an administration charge of **25 EUR**. This charge excludes any additional requested services and additional stays.

iv. Booking Duration

Minimum stay is **3** nights in villas Casa Alicia & Casa Helena, except July & August where this is a minimum stay of **7** nights.

Minimum stay is **3** nights in The 2 Bed Garden Apartment, except July & August where this is a minimum stay of **7** nights.

Minimum stay in the 1 bed garden apartment is **7** nights for all months of the year.

2. Damages Policy

The renter shall be responsible for damage all damage costs caused by any member of his/her party, including collection costs and attorney's fees. Documentation & photographic evidence detailing damages and charges will be provided to the renter on request.

Guests using any of our rental properties are responsible for all damage and missing inventory items or loss occurring during their stay and the cost of any repair/replacement.

3. Quoted Prices

Casa Benedict Rentals prices quoted are valid for 14 days.

4. Pet Policy

Pets are not allowed in any of our rental properties unless authorized by us and we have been so notified on our booking form.

"Pet Friendly" means a maximum of **2** Pets, with a surcharge of **25 EUR** per pet per booking.

Failure to adhere to this notice will result in you being removed from the property. No refund or compensation of any kind will be given.

Well behaved pets that have been officially booked in are welcome but they must be kept on a lead in the area around the swimming pool and the owners are responsible for their behaviour to other guests.

Please pick up after your dog(s).

5. Smoking

Smoking is permitted but we kindly request that any smokers utilize the outside terraces and garden area whenever possible.

6. BBQ/Grills

All BBQs and grills on the property must only be used in their present position and not moved.

Guests will be held responsible for all damage resulting from misuse of any BBQs/grills. BBQs/grills must be left clean and ready for the next user. Failure to do so will result in a **25 EUR** cleaning fee. If you find the BBQ/GRILL is not clean on your arrival, it must be reported immediately.

7. Check-In/Check-Out

Early check-in and late checkout will only be confirmed and charged for on completion of final payment and is strictly subject to availability.

Early check-in time is from **11.00 am**. Late check-out time is **3.00pm**.

Normal check in time is from **4.00pm** and check out is **10.00am**. If your rental property is not vacated on the appointed day by the designated checkout time, a surcharge of **50 EUR** will be levied.

Cleaners are scheduled to clean the rental early on the day of departure in readiness for the next renters so please respect their schedule.

Payment of the 50 EUR surcharge does not imply that you can remain within your rental property or the environs of Casa Benedict and we reserve the right to summon the local police should you not leave at the designated time.

8. Occupancy

It is a condition of booking that the maximum number of occupants and pets does not exceed the total listed at the time of booking **at any time during your booking**. Violation of this condition will result in the immediate removal of your party from the property with no refund or compensation. Unauthorized guests will be charged at **100 EUR** per night.

9. Security Deposit

We do not charge a security deposit as we live on site but please inform us of any damage or breakages.

We do **NOT** charge for cleaning as so many of our clients leave the apartments and villas in excellent order. A charge of **50 EUR** deposit will be required on arrival to be set against cleaning costs. **If the villa or apartment is left in good order, the deposit will be returned on departure.**

10. Casa Benedict Security Access

Guests will be issued with a remote fob for our electronic gate on arrival. Should the fob be lost or damaged, the renter will be liable to a surcharge of **60 EUR**.

Please ensure the electronic gate closes after entering or leaving the property for security reasons.

11. Pool Rules:

Our pool is cleaned and chemically balanced every week for your safety and comfort. On rare occasions, however, it may be necessary to apply extra chemicals to the pool to maintain safe and correct chemical levels.

Should this occur during your stay it will be necessary for you to remain out of the pool for a period of **12-24** hours for safety reasons and no compensation will be payable by us.

Items such as clothes, toys etc. must not be left in the pool or surrounding area and only items designed for the pool may be used.

The area around the pool can become slippery when wet and care must be taken. Our pool is only open between the hours of **9.00am** until **11.00pm** and must not be used outside of these hours.

For the safety of all our residents, only plastics supplied by us are allowed in the pool area.

WARNING:

The pool area can be unsafe as it is unfenced on one side. It is your responsibility to supervise any young children.

You indemnify Casa Benedict Rentals against any claims in case of accident or death.

12. Sale Of Casa Benedict

If our property should go on the market for sale or in the event that our property should sell and no longer be available for rentals, Casa Benedict will make every effort to find similar accommodation for you.

If comparable accommodation cannot be found, the renter will have the option of receiving a complete refund of all monies paid for their **rental reservation only**.

Such a refund will exclude any additional costs incurred by the renter such as flights, attraction tickets, car hire etc.

13. Pricing Policy

We reserve the right to increase or decrease their prices shown on this website at any time.

The price shown on our booking confirmation form and detailed in your confirmation email will be the price that applies when you made your booking.

14. Changes To The www.mojacar.rentals Website

We take great pride in our service and are continually striving to make improvements to the website.

15. Web Site Accuracy

Please note, the information and prices shown on the www.mojacar.rentals website may have changed by the time you come to book your stay.

Whilst every effort is made to ensure the accuracy of the website and prices at the time of requesting the booking, regrettably errors do occasionally occur.

16. Changes To Our Terms and Conditions

We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions at any time.

If a revision is material we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use Casa Benedict after those revisions become effective, you agree to be bound by the revised terms.

17. Cancellation Policy

You understand and accept the cancellation policy of Casa Benedict Rentals as follows:

Booking Deposits are Non-Refundable

If you should have to cancel your reservation, please notify us in writing immediately.

In the event of cancellation, the following charges apply:

- **8 weeks** prior to the arrival date **Loss of Deposit only** (in some cases this can be transferred to another date)
- **8 weeks to 6 weeks** **75 %** refund of amount paid (excluding deposit)
- **6 weeks to 4 weeks** **50%** refund of amount paid (excluding deposit)
- **4 weeks to check-in date** **NO REFUND** of any kind. Your travel insurer may cover you for your losses and they should be contacted directly.

We reserve the right to treat the booking as cancelled if we do not receive the reservation outstanding balance by the due date.

18. Disclaimers

In case of "Force Majeure" your booking may need to be terminated prior to the scheduled conclusion of your booking. This is unlikely to occur, although if the situation arises we will not be able to offer refunds. Your travel insurance may cover you for these events.

We, the owners, will not be liable for loss or delay occasioned by strikes, riots, political unrest, hostilities, war, terrorist activity, industrial disputes, fire, flood, and technical/weather, transport problems, aircraft grounding, and closure of airports.

We reserve the right without notice to replace fixtures, fittings and general decor as part of ongoing development and maintenance of the property.

In the unlikely event that, due to circumstances beyond our control, we need to make changes or cancel your booking, we will inform you as soon as possible.

We reserve the right to cancel any bookings at any time, and will only be held liable to refund monies already paid by you the client.

We cannot be held responsible for failure of items beyond our control. These items include electrical equipment such as the swimming pool, air-conditioning (if ordered), cable television and internet services.

Please note that as Casa Benedict is situated in a country with a hot climate, insects such as ants and the like are occasionally inevitable, and are not cause for complaint. The villas are treated periodically as part of a pest and termite control program.

Casa Benedict Rentals do not accept liability for any injury, damage or loss sustained by any member of your party or by any persons entering the home or grounds including pool area and gardens during your rental period.

We reserve the right to change the reservation if circumstances beyond our control make our rentals no longer available for reasons such as property sale, damages to property, double bookings or reservations declined by Casa Benedict.

19. Jurisdiction

This contract is subject to and shall be construed solely in accordance with the laws of England and Spain and all parties hereby submit to the exclusive jurisdiction of English and Spanish Courts.

This reservation becomes a binding agreement once you submit a website booking or send payment or provide your debit/credit card information for your rental deposit. The sending of any payments or the provision of a debit/credit card number to Casa Benedict Rentals with regard to a booking of a rental property constitutes your acceptance and agreement to these terms, conditions, and restrictions as printed above.

YOU ARE AGAIN REMINDED OF THE ADVISABILITY OF TAKING OUT ADEQUATE TRAVEL INSURANCE FOR ALL MEMBERS OF YOUR PARTY.

We wish you & your family a great holiday!!

Casa Benedict Rentals

