

Booking conditions

Special conditions due to COVID-19

We have adjusted our payment and cancellation conditions for stays in 2020 and 2021 so that you are at little financial risk if you book and your stay cannot take place. These adjusted conditions apply to bookings from 12 August 2020 with stays up to 1 December 2021:

If according to the Ministry of Foreign Affairs, in the guest's or accommodation's home country, a negative travel advice ("travel not permitted") is given for the province of Málaga less than 2 weeks before arrival, the reservation can be rebooked once to a later date up to a maximum of 1 year after the original arrival date. This option does not apply to cancellations in 2020 that have already been rebooked to 2021.

Terms of payment

The down payment amounts to only 20% of the total outstanding amount, to be paid within 7 days of reservation. Your booking is final only when the down payment has been paid and Holiday Southern Spain has confirmed receipt to you. The remainder of the outstanding amount is due to be paid 4 weeks prior to arrival. If a booking is made within 4 weeks before arrival the total outstanding amount has to be paid by return. Failure to pay the balance (or total amount, as the case may be) on time will constitute cancellation, without refund of payments already made.

Cancellation by you

Cancellations must be made by telephone and/or in writing (by email) to Holiday Southern Spain. The cancellation is final at the time that Holiday Southern Spain has confirmed it to you. In case of an official negative travel advice from the Ministry of Foreign Affairs ("travel not permitted") less than 2 weeks before arrival, you can rebook the reservation once as indicated above. If you choose not to rebook, we will refund the amount paid but the 20% down payment remains due at all times. In all other cases of cancellation, our regular cancellation conditions apply (see below).

Regular conditions

Reservation and confirmation

A reservation can be done orally, by telephone, in writing, by email, through our website or through booking sites. After Holiday Southern Spain's confirmation you are bound to make the down payment within a week. You are responsible for checking the correctness of the rental details in the booking confirmation. If you notice any error, you report it immediately to us. The booking is final at the time that you have made the down payment and Holiday Southern Spain has confirmed receipt to you. The party to whom the confirmation is addressed is wholly responsible for the entire amount of the reservation, and for the compliance of members of your party with these booking conditions. By issuing the down payment you confirm your consent to these booking conditions and once this payment has been received by Holiday Southern Spain the rental contract as well as the booking conditions become binding. Reservations cannot be accepted from persons younger than 18 years at the time of booking. Holiday Southern Spain reserves the right to refuse bookings without explanation.

Rates

The rates shown are in Euros (EUR) per accommodation per night including VAT, unless otherwise stated. If the VAT rate changes between the date of booking and the date of your stay, the tax legislation obliges to apply the tax rate at the time of the provision of services or tax increase, even in the case when the previous results in an increase of the final price that was communicated to the tenant at the time of the booking.

The rates shown include the use of water, TV, Wi-Fi, swimming pool (at Casa Lobera and Villa Azar, roughly May through October), washing machine, bed linen, kitchen linen and towels. Electricity at Casa Lobera is also included. At Casa Montaña electricity consumption is charged at € 0.30 per kwh. Villa Azar includes 15 kwh electricity per day and additional consumption will be charged at € 0.30 per kwh.

The additional cost for final cleaning is € 60 for Casa Lobera Agave (max. 4 persons), € 80 for Casa Lobera Bugarvilla (max. 6 persons) and Casa Lobera Ciprés (max. 6 persons), € 80 for Casa Montaña (max. 4 persons) and € 100 for Villa Azar (max. 6 persons).

For additional amenities and options we refer you to the website of HolidaySouthernSpain.com. The rates are subject to change.

Terms of payment

The down payment amounts to 50% of the total outstanding amount, to be paid within 7 days of reservation. Your booking is final only when the down payment has been paid and Holiday Southern Spain has confirmed receipt to you.

The remainder of the outstanding amount is due to be paid 2 months prior to arrival.

If a booking is made within 2 months before arrival the total outstanding amount has to be paid by return.

Failure to pay the balance (or total amount, as the case may be) on time will constitute cancellation, without refund of payments already made.

Deposit

For stays at Casa Lobera and Casa Montaña the deposit amounts to € 200 and at Villa Azar € 300,-. The deposit will be paid in cash on arrival and refunded on departure if everything in the accommodation and what this includes is in order.

Alterations and cancellations by Holiday Southern Spain

In the unlikely event that it is necessary to make an alteration or to cancel the holiday accommodation Holiday Southern Spain will inform you as soon as possible and, if requested, will try to arrange a suitable alternative. If the alternative holiday accommodation is not acceptable for you, we will refund in full all monies paid and shall be under no other liability.

The above does not apply if the stay cannot take place due to a cause beyond our control, as stated below under Liability.

Cancellation by you

Cancellations must be made by telephone and/or in writing (by email) to Holiday Southern Spain.

The cancellation is final at the time that Holiday Southern Spain has confirmed it to you.

The cancellation fees are:

- Up to 2 months before the start of the rental period: 50% of the full amount.
- From 2 months till 1 month before the start of the rental period: 75% of the full amount.
- If cancelled later: the full amount.

If a deposit has been paid, it goes without saying that it will be refunded to you.

In case of a No Show, the total amount is due.

Arriving later than the check-in date or departing earlier than the check-out date does not give right on a refund of the rental amount.

Note: we advise you to arrange a travel and cancellation insurance!

Arrival and departure

The rented accommodation is available from 16.00 hrs. on the day that the rental period starts. For late check-ins from 22.00 hrs. at Casa Montaña and Villa Azar a fee of € 30 will be charged. (This does not apply for Casa Lobera as we live there).

The latest departure time on the last day of the rental period is 10 a.m.

Other times may be possible after consultation.

Number of people using the holiday accommodation

The number of people staying in the accommodation must not exceed the number of sleeping places, except in the case of infants under two years. In the event that the maximum number is exceeded without prior agreement Holiday Southern Spain reserves the right to refuse or revoke the booking at our sole discretion.

The accommodation must be used only by you as tenant and it is never allowed to sublet the accommodation or use it for purposes other than holiday accommodation.

Pets

Pets are not allowed without prior written permission.

Access

Representatives of Holiday Southern Spain shall be allowed access to the holiday accommodation at any reasonable time during any holiday occupancy for the purpose of inspection and maintenance.

Smoking/Open fire/Barbecue

Smoking is not allowed in the accommodation. You can smoke outside if you use an ashtray. At Casa Lobera/Villa Azar please do not walk with cigarette, cigar or pipe through the garden or the neighbouring nature reserve. Because of drought, there is great risk of fire. It is not allowed to burn incense, etc. in the accommodation. Open fire is strictly prohibited. Barbecuing on the 'open fire barbecue' is not allowed from the 1st of June till the 15th of October. The Spanish law prohibits this in order to avoid fire; there are large fines on violation of this law. Alternatively, on request and for a small fee of € 3 per day you can make use of our barbecue on gas at Casa Lobera. At Villa Azar the use of the grill on gas is included in the rental price. At Casa Montaña the BBQ can be used all year. The BBQ/grill will be clean at the start and must be cleaned after use. If the BBQ/grill is not clean upon departure, € 30 will be charged at Casa Lobera/Villa Azar and € 50 at Casa Montaña.

Property cleaning

The accommodation will be thoroughly cleaned before the start of the rental period. The accommodation must be left clean (normal use) at the end of the rental period. Garbage needs to be cleaned up by you. Ash in the fire place is allowed to remain there because of the long afterglow.

Behaviour

The person to whom the booking confirmation has been sent, is wholly responsible for the correct and decent behaviour of all members of his/her party. Should you and/or your party behave in a manner deemed unsuitable by Holiday Southern Spain, we retain the right to request that you and your party vacate the accommodation.

Damage

During your stay you as a tenant are liable for the accommodation, the contents of it and all other things to include. Everything must be left in the same state as at the start of the rental period. In the case of damage you need to notify us immediately and compensate the cost of repair and/or replacement. In the case of loss of keys all resulting costs will be charged to the tenant. After your departure we will check the accommodation and all other things to include. We recommend that guests take out appropriate travel insurance that will cover damage/breakages in the rented accommodation.

Liability

Holiday Southern Spain shall not be responsible for the death, personal injury, damage, loss or theft of personal belongings of you or any person in your party due to staying in our accommodation or on the grounds of Casa Lobera/Casa Montaña/Villa Azar, unless this results from gross negligence or deliberate misconduct of the owners. The use of swimming pool, play equipment and other facilities at or of the accommodation is entirely at your own risk. The tenant shall indemnify Holiday Southern Spain against such claims.

Without prejudice to the above, the liability of Holiday Southern Spain, if and so far as the accommodation will be held responsible under the user agreement, is 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 Holiday Southern Spain in the determined case will pay.

Holiday Southern Spain shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control, including though not limited to act of God, explosion, flood, tempest, fire or accident, death of the owner(s), war or threat of war, civil disturbance, acts, restrictions, regulations, by-laws or measures of any kind on the part of any governmental or local authority, strikes, lock-outs or other industrial actions or disputes or adverse weather conditions. In case of any such event Holiday Southern Spain shall be entitled to treat the contract as discharged without refund of payments already made.

Holiday Southern Spain cannot be held responsible for breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems, etc., nor for failure of public utilities such as water, gas and electricity. Nor is Holiday Southern Spain responsible for noise or disturbance which are beyond our control.

On the website of Holiday Southern Spain products and/or services of third parties may be offered. Holiday Southern Spain is not responsible for the implementation of agreed transactions with third parties.