

# Villa Vista Montaña

## Holiday Rental Contract & Guest Rules

We are looking forward to you staying at Villa Vista Montaña. For a safe and enjoyable stay please read our Holiday Rental Terms and Guest Rules.

**Please read this document before you book with us.** If anything is unclear, please contact us at [support@villavistamontan.com](mailto:support@villavistamontan.com)  
Further copies of this document can be read and downloaded from our website:  
[www.villavistamontana.com/the-legal-stuff](http://www.villavistamontana.com/the-legal-stuff)

## Rental Contract

### Contents

#### Helpful Definitions

<b>Booking Terms</b>	page 3
Suitability of Rental Property	page 3
The Contract	page 3
Deposit and Payment	page 5
Check-In & Check-Out	page 5
Damage or Breakage During Your Stay	page 5
Cancellations Policy	page 7

<b>Guest Rules</b>	page 9
1 General Requirements	page 9
2. Home Comforts	page 9
3. Noise and the Neighbourhood	page 10
4. Visitors	page 10
5. Functions	page 11
6. Parking	page 11
7. Waste Recycling & Garbage	page 12
8. Security and Keys	page 12
9. Energy Usage and Care	page 13
9.1 Air Conditioning	page 13
9.2 Lights and Electrics	page 14
9.3 Pellet Burner	page 14

<b>9.4 Boiler and Timer</b>	page 14
<b>10. Swimming Pool</b>	page 15
<b>11. Balcony, Terrace, and Your Safety</b>	page 15
<b>12. Avoiding Damage and Breakages</b>	page 16
<b>13. Private Areas</b>	page 17
<b>14. Smoking and Vaping</b>	page 17
<b>15. Pets</b>	page 17
<b>16. Barbecue</b>	page 17
<b>17. Check-Out Arrangements</b>	page 18
<b>18. Emergency Contacts</b>	page 19
<b>19. Complaints</b>	page 19
<b>20. General Rental Terms and Compliance</b>	page 19

## Helpful Definitions

“You”, “Your”, “Your Party”, “Members of Your Party“, “Guest” and “Guests”; mean You who is taking out the Rental Contract with the Rental Owner, Us.

“We”, “Us”, “Villa Vista Montana”, “Villa Vista Montaña”, “The Owner”, and “Rental Owner”; mean the Rental Owner and provider of the accommodation and connected services.

“Holiday Rental Contract”, “Rental Contract”, “Rental Agreement”, “Rental Contract Terms”, “Contract Terms”, “Terms”, “Rules”, and “Guest Rules”; all mean Your Rental Contract.

“Rental Booking Deposit”; is a rental deposit of 25% of your rent for the duration booked.

“Cleaning Fee”; is a nominal €30 cleaning fee toward property cleaning for our guests.

# Booking Terms

## Suitability of Rental Property

- 1) Villa Vista Montaña is a fantastic relaxing location for you and your Party to get away from it all and have a fabulous holiday. The location of the property serves as a great base from which you can explore many of the surrounding attractions and beaches and meet other people.
- 2) The property has some great views and sunsets to enjoy being in the Rojales Hills area of Rojales. With that in mind the property is **not suitable for disabled guests** with significant walking difficulties.
- 3) Unfortunately, we don't have baby changing facilities or highchairs and for those reason the villa is **not suitable for children aged 3 or under**.
- 4) Towelling is provided at the villa for your use but no beach towels, so can you **please bring your own beach towels** with you.
- 5) **Pets are not allowed** at the property as we wish to accommodate guest with allergies to pets.
- 6) **We recommend you hire a car to get the most from your stay** at Villa Vista Montaña. Shops, bars, and restaurants are close by being only a few minutes by car. You can walk to the nearest bars and restaurants in 10-15 minutes. We always choose to hire a car ourselves as this is most beneficial to enjoy all there is on offer locally and in the surrounding areas including the beautiful beaches. For more details on what is available please take a further look at [www.villavistamontana.com](http://www.villavistamontana.com) and in particular our [See & Do Page](#).

## The Contract

- 1) The Booking Terms below are part of the Rental Contract made with us which includes the Guest Rules.
- 2) Your chosen dates of stay can only be fully secured when your deposit payment has been cleared into our nominated Villa Vista Montaña account.
- 3) Upon receipt of your 25% Rental Booking Deposit payment the rental contract between you and us will then come into force and a booking confirmation is issued showing the confirmed holiday dates to your chosen email address.

- 4) The contract made binds you & all the members of your party and it is your responsibility to ensure that all members of your party accept the terms of the rental contract.
- 5) Rental Contract Length
  - a) **Minimum stay:** There is no minimum stay but for economic reasons the minimum rental we charge is the equivalent of a 5-night stay. (We believe this to be still very reasonable when costed up for a party per head of 6 people).
  - b) **Maximum Stay:** The maximum stay we are allowed to provide under a holiday let rental contract is a period of no longer than 30 days. We can in certain circumstances entertain a longer-term rental contract, but this would be subject to rates to be agreed between us and you the renter. (Longer-term rates are usually lower but do require the renter to pay for the cost of utilities including electric and water). If you wish to discuss a longer-term rental agreement, please email us at [support@villavistamontana.com](mailto:support@villavistamontana.com)
- 6) A contract between you and the owner will come into existence when the 25% Rental Booking Deposit payment is received, and a booking confirmation is issued showing the confirmed holiday dates. The contract binds you & all the members of your party. It is your responsibility to ensure that all members of your party accept the terms of the contract.
- 7) Failure to disclose all relevant information (such as the full details of those booked in your party) or to comply with these terms may lead to termination of the contract by us & loss of the booking. Termination under these circumstances will be treated as a cancellation caused by you and the provisions of our **Cancellations Policy** below will apply.
- 8) The owner reserves the right to refuse a booking without giving any reason.

## Deposit and Payment

- 1) A non-refundable Rental Booking Deposit payment of 25% of the holiday cost is payable at the time of booking.
- 2) The balance plus cleaning fee must be paid no later than six weeks before the commencement of your holiday/stay. If the balance and cleaning fee is not received by the due date, then your holiday/stay will be treated as a cancellation by you, and you will be liable to pay the balance of the rent due.
- 3) Bookings made less than 6 weeks before your arrival date must be paid in full, plus the cleaning fee of €30.

## Check-In & Check-Out

- 1) **Check-in:** Holiday Rental Tenancies normally commence after 3pm (local time) or later the same day.
- 2) **Check-out:** You are required to check-out no later than 11.00 am on the date of your departure. This allows time for the accommodation to be thoroughly cleaned and prepared for incoming Guests.

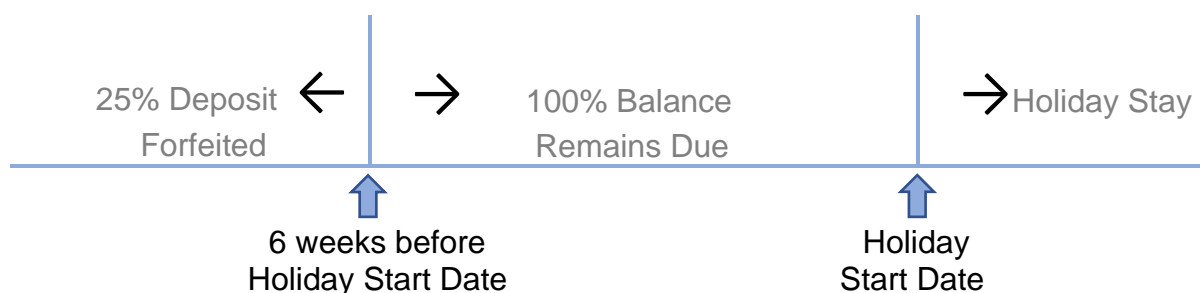
## Damage or Breakage During Your Stay

- 1) We trust our friends who rent our villa to care for the property as they do their own, and we demonstrate our confidence and trust by not taking an up-front security deposit or charging you for any type of insurance to cover damage or losses as is common practice. We must though keep Villa Vista Montaña up to a high standard in both presentation and functionality so all guests can fully enjoy their stay and their experience to the full.
- 2) To ensure the villa remains in good shape when you book with us you do accept liability for damage or breakage caused by you or your party during your stay. Some examples of what we may claim for are below but not exhaustive:
  - Breakages
  - Damages
  - Excessive cleaning required beyond the reasonable norm

- Loss of Keys
  - Complaints of excessive noise or unruly behaviour
- 3) Following your check-out, if during our check-out cleaning and inspection we establish there is damage or another type of loss we will of course communicate this with you before making any charges that we reasonably need to make.
- 4) Please be assured, we are not unreasonable, and we can all break a glass! Can we please ask though that if you do break anything or cause damage **you advise us at the very earliest opportunity**. This can not only mitigate any additional unwanted costs but also helps us make good before the next guests arrive. You can contact our property manager in Spain who will be on hand, and you can also contact us by WhatsApp or by email. Our [Emergency/Support contact details](#) are provided at the foot of this document.
- 5) Can we also ask that you please advise us if you observe or identify that something needs maintenance. Can we ask you to kindly report this without delay as this will avoid unwanted damage occurring during your stay. 'Prevention is always better than cure', as we know you'll agree!
- 6) Based on the above, you therefore agree to accept charges to the payment card on file or to be charged otherwise for damage and similar. Please note that for your security, your card payment details are safely retained by the internationally recognised secure payment platform Stripe. Your details are only retained for the purpose described here and will not be retained by us for any other purpose.
- 7) To assist you during your stay to enjoy your stay safely and avoid unwanted damage and the like, can we ask you to read our [Guest Rules "Avoiding Damage and Breakages"](#) (section 12). If followed by all in your party, this should ensure you all have a safe and breakage free time!

## Cancellations Policy

- 1) All cancellations must be notified to us in writing by email at [Support@villavistamontana.com](mailto:Support@villavistamontana.com). This is not deemed cancelled until you have received confirmation of the cancellation from us in writing. If for some reason you do not receive a confirmation of cancellation, please call 0044 7966 355043 (from outside the UK) and (07966 355043 from within the UK) and we will ensure this is processed for you subject to the cancellation terms below.
- 2) If you cancel your holiday greater than 6 weeks before it is due to start, then your deposit will be forfeited. If you cancel between 6 weeks and the start of your holiday, then the full balance remains due and is not refundable. (To assist, we have provided this illustratively in **Fig. 1 Cancellations** below.)
- 3) This cancellations policy is needed to ensure all guests enjoy the availability of the villa and have the best possible stay.



**Fig1. Cancellations**

- 4) Why do we retain the full balance if you cancel less than 6 weeks before your holiday start date? This is common practice in the holiday industry as the closer you cancel to the start of your holiday it harder it becomes to re-book the accommodation with an alternative customer.
- 5) **We strongly advise that the soonest after you have booked your holiday with us you take out comprehensive travel insurance to cover cancellations.** This is always the most sensible thing to do. If you choose not to, then unfortunately you accept responsibility for any loss that you may incur due to your cancellation.
- 6) Your booking will not be cancelled by the owner except in exceptional circumstances beyond our control. Notification will be given of the cancellation as soon as possible and we will promptly refund all payments made for your

holiday. Our liability for cancellation will be limited to your payments made to us.

# Guest Rules

As already referred to in the Booking Terms above these Guest Rules form part of your Rental Contract and they are designed for your safety and enjoyment and for you to avoid any problems during your stay.

Please remember that this property is privately owned and is our home. We dearly want all our guests to enjoy the facilities and to treat the property with the same respect that they would with their own house.

## 1. General Requirements

- a) All Guests (and any Visitors) must comply with all House Rules and any other instructions from the Property Managers, Kerry Dixon, or Lawrence Hinchley during their stay; and
- b) Guests must notify the Property Manager of any disputes or complaints from neighbours as soon as reasonably practicable.
- c) This Vacation Rental is not suitable for children under the age of 3. Guests are always fully responsible for the safety and security of children under their care.

## 2. Home Comforts

Wanting you to get the most from all the home comforts within the villa right from the off, we will provide you with a Welcome Pack in advance of your stay. This includes instructions on how to operate the home's equipment safely and correctly and is based upon the manufacturers' guidance. Can we please ask you kindly follow these directions for your benefit and so other Guests that follow you can enjoy these comforts also.

### 3. Noise and the Neighbourhood

- a) Please enjoy yourselves but remember the neighbours! Guests and visitors must keep noise to a minimum to not disturb the occupants of neighbouring properties - especially during night-time hours (e.g., 11pm - 8am), and upon arrival and departure.
- b) Have fun of course, but excessive noise cannot be permitted at any time and may result in termination of the vacation rental agreement, eviction, loss of rental paid and extra charges. It is expected that noise levels are not excessive between the times of 11pm and 9am.

### 4. Visitors

- a) Guests are allowed a maximum of 4 visitors at any one time during their stay. (Any other exceptions to this must be first agreed and confirmed in writing with the Owner.)
- b) Guests are responsible for ensuring maximum visitor numbers are not exceeded, and that visitors understand and follow the Guest Rules.
- c) No more than the number of people confirmed in your booking can stay overnight at the villa. This is a Spanish legal requirement. All confirmed guests must at check-in be registered with your Property Manager and provide their full names, addresses and passport information on arrival. All guests are required to be registered with the Spanish police by us. The maximum of number of 6 people (or the number of those guests confirmed in your booking), whichever is the lower, must not be exceeded. This is for both legislative and safety reasons. Any additional overnight visitors, should they be required must therefore be approved by us in writing in advance.

## 5. Functions

- a) Parties and large gatherings of any kind are prohibited at the property rental; and
- b) Any small gathering must comply with other the Guest Rules regarding **Noise, and the Neighbourhood** and **Visitor** numbers.

## 6. Parking

- a) We ask that guests, and any visitors please comply with parking regulations and the requirements set out below and show consideration to neighbours and other vehicles. This will also mean our neighbours will not fall out with us and will be happy to see us when we next return!
- b) Parking arrangements at the villa are as follows:
  - i) It is preferred that your car(s)/hire car(s) be parked on the quiet private road at the front of the villa. Please though take care to not obstruct the driveways and access to the neighbouring properties or block the access of other vehicles on the private road.
  - ii) Cars should never be double-parked on the private road to the front of the villa.
  - iii) Only 1 car maximum should be parked behind the vehicle access gates within the villa grounds if it becomes necessary to park there, although we would recommend for your ease you use the private road. There are also adjacent roads close by with plenty of parking for guests and their visitors.
  - iv) Please avoid parking any large heavy vehicle (e.g., large 4x4 or mini bus) behind the villa vehicle access gate as the weight can cause damage to the driveway tiles. Unfortunately, this area is only suitable for 1 smaller size car at best. There is though plenty of parking space on the private road and we ourselves never have need to park behind the vehicle access gate!

## 7. Waste Recycling and Garbage

- a) Can Guests please bag up any waste using the waste bags provided. (A stock is maintained at the villa, but if for any reason more waste bags are needed then please speak with the Property Manager.)
- b) Bagged waste is to be taken out of the villa and deposited in the communal waste bins located around the corner from the villa by the roundabout. (Please go through the front gate, turn left, turn left again at the end of the private road, and walk a few yards down to the bins located adjacent to the left of the roundabout. Please don't be alarmed, this is only a walk of approximately 1 minute or so!)
- c) Please make sure waste is not left in any other public or communal area other than as described in [7. b\)](#) above.

## 8. Security & Keys

- a) Although we have never experienced any security issues, please take your security responsibilities seriously. Whenever you or any of your party leave the villa, please ensure **all windows and doors are closed and locked** to maintain security and prevent rain and water damage. All **security grilles should be closed and locked** in addition to windows and doors. Although the villa is fully secure and surrounded by our own security walls and those of neighbouring properties, we recommend also that the **Roller Shutters are lowered** to prevent any unlikely wondering eyes from seeing any of your possessions. This is also **advantageous in the heat** as this helps to keep the villa cool under the hot Mediterranean sun!
- b) Whenever you leave the villa the **front pedestrian gate and vehicle access gates should both be closed and locked.**
- c) As already mentioned, we have never experienced any security issues at our villa, and we always feel very safe and secure. Despite this, please always use all the available security features diligently as we will not be held responsible for theft, or loss or damage to your own personal property, which is to be kept safely by you at your own risk.

- d) Please keep your villa and pool area keys safe. Loss of keys must be reported immediately to the Property Manager. The cost of replacement keys will be charged for.

## 9. Energy Usage and Care

### 9.1 Air Conditioning

- a) Together with us, please help our beautiful planet by conserving our energy usage! Air Conditioning is particularly energy thirsty. Your rental villa benefits from air conditioning throughout and this is very efficient indeed. There are 4 units, 1 in each bedroom and 1 covering the downstairs living areas. Even in the heat of summer we have never had the need to operate all air conditioning units at the same time or indeed for extended period. We can assure you they are extremely efficient and keep the villa very cool and even chilly if you're not careful!
- b) Air conditioning should never be used when villa windows and doors are open. Also, when you leave the villa all air conditioning units should be turned off. It truly only takes just a few short minutes for the villa to again be cooled! (If you see any drops of water dripping from the air con unit's pipe onto the floor outside the property then this indicates the air con unit is still on.)
- c) Having consulted with air conditioning expert engineers it is recommended to set your air conditioning during the **night hours to 25 degrees**. This means you will likely not wake during the night with a chill and grab blankets while the energy burns to keep you cold!
- d) Reasonable usage of air conditioning is of course included as part of rental agreement, but unneeded excessive use will be subject to an additional charge as it is truly not needed. How else can we look after our planet!

### 9.2 Lights and Electrics

Please make sure you switch off lights and any electrical appliances (excluding fridge freezer) when you go out. We try to be as eco-friendly as we can.

### 9.3 Pellet Burner

Spain boasts over 320 days of sunshine per year, but during the winter months the evenings can get chilly and therefore we have a cosy Pellet Burner for you to gather around.

- a) For safety reasons, please make sure you turn the Pellet Burner off before you leave the villa unoccupied.
- b) 3 starter bags of Wood Burning Pellets have been left for you to use during your stay, but further Pellets will need to be obtained and purchased by you during your stay. Before you check-out please leave 3 new starter bags of Pellets for the next guests to use as their starter. Replacement Pellets can be relatively easily sourced locally, and we will provide you with details of where you can obtain these in your Welcome Pack before you arrive.

No longer than every 3 days the Pellet Burner needs to be cleaned. This is easy to do and not laboursome at all. Details of how to do this will be provided in your Welcome Pack.

### 9.4 Boiler and Timer

- a) The boiler is powered by a solar panel on the roof of the villa to give you hot water in as eco-friendly way as possible. The Timer in the Utility off the Kitchen is set to boost this by electric early morning and late afternoon.
- b) Please do not alter any timer setting unless you particularly wish to have a bath using the first-floor bathroom's bath. (In such circumstance, please refer to the instructions provided within your Welcome Pack on the use of the Timer.) In any event, after a bath please make sure the Timer is re-set to "Auto" following the Welcome Pack instructions. When you check-out the Timer must always be set to "Manual Off".

## 10. Swimming Pool

- a) Please look after the pool area keys as noted above as in 7. d) above.
- b) Please ensure that children and your belongings are never left unsupervised in and around the pool area.
- c) The swimming pool rules are located within the pool area on the signage provided. The rules are set by the villa Community and not by us, but we and you our guests, are individually responsible to follow them as they are based upon Spanish regulations.
- d) Excessive noise in the pool area should be avoided in respect for the neighbours.
- e) For safety reasons glassware is not permitted around the pool area.
- f) You will see the water in the pool is crystal clear and guests are of course required to shower before entering the pool using the showers provided to rinse off creams and makeup.

## 11. Balcony, Terrace, and Your Safety

We are sure you will love the first-floor solarium and wrap around terrace that is spacious and enjoys some great views. Please take care of any steps. There are not many, but nevertheless we wouldn't want any of your party or visitors to hurt themselves. Please also take care of not tripping up on the sunshade base as this is made of stone to keep the sunshade stable in the wind.

- a) The villa is not suitable for children 3 years or under due to the facilities on offer. Guests and any guest visitors must never leave children and babies unsupervised.
- b) When using the first-floor solarium or terrace areas special care should be taken. For your safety please do not climb any walls or balustrades. Please also ensure that children are always monitored to avoid them climbing up on any walls or balustrades.

- c) We cannot be held liable for any negligence on your part resulting in bodily injury. The hospitals are very good in Spain, but we are sure you would rather not visit to find this out!
- d) Care should also be taken within the villa if there are any spillages to ensure no adult or child walks or runs on wet floors or stairs to avoid falls. All spillages should be cleaned and fully dried up before accessing those same areas. Please also take care when walking around with socks or slippers without appropriate grip. The same level of care should also be taken both inside and outside on all tiled floors.

## 12. Avoiding Damage and Breakages

- a) For your safety and to avoid damage or fire, the use of candles is not allowed inside the house. To compensate you, we have provided some lovely solar powered flame lights on the outside terrace and there is LED downlighting within the property for your relaxation.
- b) To avoid damages and breakages, no furniture is to be moved from one room to another without prior agreement with the Property Manager.
- c) Please do not take towels to the beach. No towels are to be removed from the property. At this time, we do not supply beach towels so please can you bring your own.
- d) If the worst does happen, please report any damage or breakage to the Property Manager immediately. This may assist us in reducing the time spent in rectifying a matter and reduce the loss.
- e) If you notice something that needs some maintenance, then please report this to the Property Manager without delay for your safety and to avoid any preventable damage occurring during your stay. Prevention is always better than cure as we're sure you'll agree!
- f) Please spread your beach towels on top of sunbeds and outside furniture to protect cushions before lying or sitting on them, especially when suncream has been applied to your body.

- g) Please do not lie or sit down on any bedding or on outdoor furniture cushions when you have applied self-tanning lotion without first washing this off. This is a nightmare to clean and can leave permanent damage.

### **13. Private Areas**

Please respect private areas that have been locked and do not try and gain entry to these. (e.g., the shed). Private areas house private belonging of the owners and are not for guests' use. And loss or damage to these areas will be subject to charge.

### **14. Smoking and Vaping**

Smoking or Vaping is strictly prohibited anywhere inside the villa and outside within the wrap around terrace. Failure to adhere to these strict rules will result in immediate termination of occupancy.

### **15. Pets**

Pets are not permitted as we wish to accommodate guests who have allergies to pets.

### **16. Barbecue**

At this time no barbecue facilities are provided at the villa, although we will be considering this in the future.

## 17. Check-Out Arrangements

- a) At the end of your stay please **store sunbed cushions in the top of the built-in wardrobes** within the ground floor bedrooms.
- b) Please **bag up any waste** into the waste bags provided and **take these to the communal waste bins located by the roundabout** (Please go through the front gate, turn left, and turn left again at the end of the private road. Walk a few yards down to the bins located adjacent to the left of the roundabout. Please don't be alarmed, this is only a walk of approximately 1 minute or so!)
- c) **Wash all soiled cups, dishes, and pots and pans**, by hand or using the dishwasher and leave the dishwasher door partially open.
- d) **Turn off all air conditioning, and electrical items and lights off** (excluding fridge freezer).
- e) **Lock all doors, windows, security grilles**. Also please ensure the **pedestrian gate and vehicle access gate are locked** after you leave the property.
- f) You are required to **check-out no later than 11.00 am** on the date of your departure. This allows time for the accommodation to be thoroughly cleaned and prepared for incoming guests.
- g) Please **hand your keys to the Property Manager** before you leave for the airport or onto to your next onward location. Please note that if any keys are not returned at the end of your stay, then the cost of replacement will be charged to you.
- h) Please can you **turn the boiler to timer to "Manual Off"** when you leave. (Please see instructions contained within your Welcome Pack.)
- i) If you have used the Pellet Burner during your stay, please clean this as per the instructions in your Welcome Pack before you leave. Please also

re-stock the villa with 3 bags of starter pellets that you enjoyed having the use of when you first arrived. These are stored under the living room stairs for the next guests to benefit from.

## 18. Emergency/Support Contacts

In the unlikely event of an emergency relating to the villa rental property, your emergency contact is:

**Property Manager:**

Kerry Dixon, telephone 0044 7783 451686;

email: [kdixon2408@gmail.com](mailto:kdixon2408@gmail.com)

or

**Villa Owners:**

Kathy and Lawrence, telephone (WhatsApp) 0044 7966 355043; email:

[Support@villavistamontana.com](mailto:Support@villavistamontana.com)

## 19. Complaints

Any problem or complaint which you as tenant may have concerning your holiday stay must be immediately reported directly to us or our representatives (e.g., Property Manager) and we will endeavour to put matters right. Any complaints not reported to us or our representatives at the time of your stay and that is only reported after you return home after your holiday will not be considered by the owner.

## 20. General Rental Terms and Compliance

- a) A breach of these Guest Rules is a breach also of the Rental Agreement. The owner reserves the right to terminate permission for you to occupy the property and evict you as guests or your visitors from the rental property who refuse to follow these Guest Rules or who cause a nuisance to neighbours or other residents of the Community.

- b) We reserve the right to make reasonable amendments or additions to these terms and conditions without notice.
- c) We or our Representatives reserves the right to access to the property at any time to undertake essential maintenance or for inspection purposes. If you are occupying the villa, we will always endeavour to contact you first to give you notice unless in an emergency.
- d) We reserve the right to terminate a holiday without compensation where the unreasonable behaviour of the persons named on the booking or their guests (i.e., visitors) may impair the enjoyment, comfort, or health of others.
- e) This Rental Contract does not allow you to re-let or sub-let the rental property, even free of charge.
- f) No compensation will be given for any temporary outage of electricity, gas, water, internet connection or television service.
- g) All inventory (villa belongings and items) must remain in the property and not be taken to another property.