



Please read our rental agreement carefully before booking so that you and your fellow guests are fully informed of our expectations before your arrival. All bookings are subject to these terms.

Standard Terms and Conditions

1.0 Definitions

When the following words (in bold) are used with Capital letters in this Terms and Conditions document, this is what they mean:

- 1.1 **Accommodation**: the period of time for which Silverfield Villa provide Accommodation at the Property to The Guest.
- 1.2 **Booking**: your request for the Accommodation as made via the Silverfield Villa Website, Air b&b, Homeaway or Tripadvisor.
- 1.3 **Owner/s**: the owner of the Property (or their representative) by whom Silverfield Villa is appointed
- 1.4 **Property**: the property as defined within the Booking. (To include the Property's grounds and outbuildings)
- 1.5 **Terms / Conditions**: the Terms and Conditions set out in this document, Property Specific Terms and any other Terms provided to You by Us or the Owner/s.
- 1.6 **Property Specific Terms**: specific restrictions applicable to a Property as provided to the Guest by Silverfield Villa and / or the Owner/s
- 1.7 **You/ Your / Guest/s**: the guest and or his/her invitees to the Property. The Lead Guest is the lead person on the Booking confirmation. Invitees include the paying guests staying at the property up to 24 persons only.
- 1.8 When Silverfield Villa use the words "writing' or "written" in these Terms this will include email unless We state otherwise.
- 1.0 **Booking Provider** refers to your chosen booking agent being Air B&B, Homeaway or Tripadvisor.



2.0 Silverfield Villa Role

- 2.1 Silverfield Villa owns the Property.
- 2.2 The Owner/s is solely responsible for providing the Accommodation and the safety of all Guests.
- 2.3 Silverfield Villa accepts no responsibility for personal injury to or death of any guests or consequential loss or damage to their properties. Please also see clause 23.0 (Limitation of liability). All guests are advised to ensure they have relevant personal insurance for their stay.

3.0 Booking and Payment

- 3.1 The price of the Accommodation will be set out at the time. You place your Booking and at the time your booking provider will confirm your Booking. Bookings are accepted and made through Air B&B, Homeaway and Tripadvisor only.
- 3.2 Payment can be made by debit or credit card to your booking provider on the mentioned websites in section 3.1.
- 3.3 We do not accept multiple payments for a Booking. We only accept one single payment for payment of the Security Deposit and balance payment as laid out in the terms and conditions of your booking provider. Payment may only be made in the currency as shown in the Booking. All payment terms are as per your chosen booking platform mentioned in section 3.1.
- 3.4 Where VAT is chargeable, it is included in the sums given.
- 3.5 When you are issued with written confirmation your booking provider and Silverfield Villa enter into a legal written contract with You which is subject to the terms and conditions of your chosen booking provider in section 3.1.
- 3.6 You shall be assigned a reference number to the Booking by your booking provider in section 3.1. Please quote the reference number in all subsequent correspondence with Silverfield Villa.
- 3.7 The full balance must be paid as per the payment terms for your chosen booking provider in section 3.1. They will provide full details. Please ensure you read and check these before or at the time of booking.



3.8 Should the balance not be paid by you, your booking provider reserves the right to terminate the contract by notice in writing and without further liability to you as per their terms and conditions. Please check the terms of this with your booking provider.

3.9 Please confirm all terms of your deposit with your booking provider

4.0 Booking Conditions

4.1 You have fully read and understood all the Terms and Conditions provided by your booking provider and this document.

4.2 The number of persons occupying and visiting the Property must not exceed the maximum number stipulated in Our Property descriptions, this number being 24 persons. We reserve the right to refuse entry to all Guests if this condition is not adhered to.

4.3 Requests for additional Guests must be agreed with Silverfield Villa prior to your arrival.

4.4 All Guests agree to arrive and leave the Property at the dates of the Booking and with a check in time of 4pm and check out at 11am (unless you notify us otherwise and agree in advance). Your Accommodation will not be available at any times outside of the times reserved by you. We reserve the right to make a reasonable additional charge through deduction of your security deposit in the event that you have not left the Property at the agreed departure time.

4.5 The Property is only the Property as detailed in the Booking and cannot be changed with any other Property.

4.6 This Booking agreement is made on the basis that the Property is to be occupied by the guests for a holiday. The Guests acknowledge that the tenancy granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.

4.7 The Lead Guest will assume responsibility for all Guests compliance of this agreement and your booking providers Terms and Conditions.

4.8 Your right to occupy the Property may be forfeited without compensation if:

4.8.1 more people than declared at the time of Booking attempt to occupy the property

4.8.2 Overnight guests are entertained without the Owner/s express permission.

4.8.3 any activity is undertaken which is illegal, or may cause unreasonable noise, damage behaviour or disturbance.



4.8.4 Smoking in a designated “No Smoking” property

4.8.5 you try to bring any pet into the property

4.8.6 the group are a stag or hen party

4.9 You shall keep the Property and all furniture, fixtures, fittings and effects in or on the Property in the same state of repair as at the commencement of the Booking, and shall leave the Property in the same state of cleanliness and general order in which it was found. Any damage will be priced and taken from your deposit via the booking provider. The booking provider will be sent proof of invoice for any damage.

4.10 Peak Silverfield Villa only supply the Accommodation for domestic and private use.

4.11 The property is in a rural area surrounded by walk routes and domestic properties. Please therefore respect any wildlife, general public using these routes and surrounding neighbours. Silverfield Villa cannot be held liable for disturbances from general public using these routes, neighbours or problems caused by wildlife.

4.12 This property is not suitable for ANY stag or hen groups or ‘rowdy’ parties.

4.13 At any point there are no modifications allowed to the property or its facilities. This includes adding any types of chemicals into the pools.

4.14 You accept that as a requirement by law, properties that are available for rental must now also register with the Guardia Civil to comply with new legislation and Anti-Terrorism legislation. The process is very simple so don't worry, on arrival please just ensure you have your passport (over 16's only) and we will take all the information and ask you to check and sign the completed form. This is a very quick process and should only take a few minutes for each person. For a resident of Spain a passport is not required, however, you will need to provide your DNI on arrival.

4.15 You confirm that the information you have provided to Silverfield Villa and your booking provider is true, accurate, current and complete information in all respects. Should any information provided change you should notify Silverfield Villa or your booking provider immediately. Neither Silverfield Villa nor the booking provider shall be liable if any incorrect information provided by You results in You or Owner/s being entitled to terminate the contract.



5.0 Cancellation Policy

5.1 Please check all cancellation terms with your booking provider.

5.2 In the event of a cancellation by You, You must notify your booking provider as soon as possible in writing.

5.2 In an event of the Accommodation becoming unavailable due to a problem with the house or its facilities, we have the right to cancel your booking in advance and you will be refunded the full amount of the booking. We would only cancel your Accommodation if it was unavailable for reasons beyond our control such as fire, flooding or structural problems.

6.0 Travel Insurance

6.1 We recommend that you take out comprehensive cancellation insurance that covers your holiday including situations such as adverse weather, ill health and bereavement.

7.0 Changes to Booking or Terms

7.1 Silverfield Villa may revise these Terms and Conditions. We are not responsible for changes of terms through your booking provider.

7.2 If Silverfield Villa revises these Terms, We will give you written notice of any changes.

8.0 Security Deposit

8.1 Ensure you check your booking providers terms for your security deposit.

8.2 Silverfield Villa / owner / booking provider are entitled to use the security deposit in the following circumstances.

8.2.1 Should You or any member of the party damage the Property, or any equipment or fittings at the Property, or leave it in a condition where additional cleaning is required.

8.2.2 Should You or any member of your party be in breach of any of the Terms and Conditions supplied by your booking provider or in this agreement.



8.2.3 should the Owner/s be required to remedy any damage caused to the Property during the Rental period.

8.2.4 to fully charge for additional guests, which have not been approved by Silverfield Villa.

8.2.5 we reserve the right to make a charge if the property is left in an excessively dirty condition.

8.3 The Guest must report any damage immediately to the Owner/s

8.4 Should a claim be made by the Owner/s against the Damage Deposit, details of such a claim will be provided to you within 7 days of the end of your rental period.

8.7 Should the security deposit provide insufficient remedy, the booking provider / Silverfield Villa shall have the right to recover any sum from you so as to make up any shortfall

8.8 In the event that You or any member of your party causes severe damage to the Property which results in the Owner/s having to cancel subsequent bookings and / or pay compensation to any person due to the Property being left in an uninhabitable state by You, or which reduces the services offered to subsequent guests. You shall indemnify the Owner/s in full for any loss incurred by them, which the security deposit does not cover.

9.0 Duration and Times of Rental

9.1 Your Accommodation will be available to you after 4 pm on the start date of your holiday and you must leave by 11 am on the last day of your stay.

9.2 Where there is a variation to check in and check out times written notification to you will be provided by Silverfield Villa.

9.3 The period before and after your stay is probably booked by other guests, so please respect Our check in and departure times so We have enough time to prepare for the next group (the result of your late departure could incur charges against your Security Deposit as a result of housekeeping staff being prevented from accessing the property at the agreed departure time).

9.4 You must allow the Owner/s or any representative of the Owner/s access to the property at any reasonable time during your stay.



10.0 No Smoking Policy

10.1 The inside of Silverfield Villa is completely non-smoking. Smoking is allowed in the outside areas of the villa and ashtrays are provided.

10.2 The booking provider / Silverfield Villa reserve the right to make a charge to the security deposit where guests have contravened an Owner/s request for their property to be smoke free.

10.3 Should the security deposit be insufficient to remedy such breach, the owner of the Property shall have the right to recover any sum from You so as to make up any shortfall.

11.0 Noise Policy

11.1 We have a strict policy on late-night noise. All outside music and activities is prohibited after 11.00pm so not to disturb nearby residents.

11.2 The following restrictions apply to Silverfield Villa

11.2.1 You or any member of the party must not take radios, CD players or other sources of music outside after 11pm.

11.2.2 You will not turn up the music within the Property to provide music outside after 11pm.

11.2.3 Use of fireworks are not permitted under any circumstance

11.2.4 we do allow the hire of live bands, and entertainment at the property but are to be notified of this in advance for approval.

11.3.1 The Booking provider and Owner expect that you and every member of your group will undertake to:

11.3.2 Be considerate to the neighbours of the Property at all times and more specifically during the early hours of the morning and late evening

11.3.3 To ensure that any deliveries or taxis are provided with clear instructions to the property so not as to inconvenience neighbouring properties

11.4 Should You be in breach of any of the conditions set out in Clause 11 and the Representative or Owner have received a complaint by a third party, The representative and/or Owner will provide you with a verbal warning and an opportunity to remedy the breach in the first instance.

11.5 Should you fail to observe the conditions set out in this Clause 11 and a warning has been given set out in 11.4 above, the representative and/or Owners shall have the right to ask you to leave the Property Immediately thus terminating the Contract and in such a case neither the Owner nor the booking



provider shall be liable to you for any reimbursement of any money paid, including the Security Deposit.

12.0 Pet Policy

12.1 Under no circumstances are any pets of any sort allowed on the property grounds.

13.0 In Property Wifi

13.1 We have no responsibility for, or control over, the internet services you access and do not guarantee that any services are error or virus free.

13.2 We have no responsibility for, or control over, the information you transmit or receive via the Internet Service.

13.3 We do not guarantee:

The availability of the service

The speed at which information may be transmitted or received via the service

That the service will be compatible with your equipment or any software, which you use.

13.4 You must not use the service to access Internet services, or send or receive emails, which:

Are defamatory, threatening, intimidatory or which could be classed as harassment;

Contain obscene, profane or abusive language or material;

Contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);

Contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;

Contain material, which infringe third party's rights (including intellectual property rights);

Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.

We may terminate or temporarily suspend the service if we reasonably believe that you are in breach of any provisions of this agreement.

13.5 You must not use the service to engage in any activity, which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.



13.6 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

13.7 You confirm that you accept these Terms and Conditions as the basis of use of the wireless Internet access provided at the property that you have booked for your stay.

14.0 Amenities

14.1 All amenities should be used with great care and user manuals and signage should be referred to where available. You will be given usage instructions on your arrival tour. Should you need any extra help please contact our representative on the phone number provided, do not attempt to use equipment without being sure.

14.2 You and every member of your group are responsible for the safety of any child using such amenities.

14.3 Under no circumstances are any of the facilities to be modified. This includes adding chemicals to the pools, unplugging and moving equipment.

15.0 Right of re-entry and right to evict

15.1 The Owner/s is entitled to enter the Property, without providing You with prior notice in the following circumstances.

15.1.1 In an emergency, to include where repairs are required to be carried out due to a report made by You or damage caused by You.

15.1.2 Should you be in breach of any of these Conditions or your booking providers conditions, the Owner/s or the Owner/s Representative has reasonable grounds to believe that you are in breach of these Conditions and of the Contract

15.1.3 Silverfield Villa or the representative have received reports from a third party that may lead you to being in breach of these conditions or contract.



15.2 The Owner/s or the Owner/s Representative is allowed to enter the Property to inspect it. In this circumstance, reasonable notice will be given first.

15.3 Should access be required, you agree not to obstruct the re-entry of the Owner/s and / or the Owner/s Representative (to include workmen/women) to the Property.

16.0 Lost Property

16.1 Please contact the Owner/s or Owner/s Representative as soon as possible if you think you have left any personal items in a property after your departure.

16.2 Should you wish your items to be returned, We will happily do so but a postage fee must be paid and cleared in advance by you.

16.3 The Owner/s Or Owner/s Representative will aim to return lost property within 21 business days of payment being received.

16.4 In the event of Owner/s or representatives finding any personal property, we will hold lost property for 1 month then dispose of the item.

17.0 Events Outside Our Control

17.1 Silverfield Villa will not be liable or responsible for any failure to perform, or delay performance of, any of our obligations under these Terms that is caused by an event out of our control.

17.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation, actions or omissions of the Owner/s (including, but not limited to, cancellation or failure to provide access to the Property) strikes, lockouts or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war, (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks, power networks or water supplies, local building works or roadwork's, transport interruptions, delays or cancellations.



18.0 Complaints and Compensation

18.1 Should You wish to make a complaint during the Accommodation rental period, You should notify the representative of any such complaint promptly, so that every attempt can be made by the Owner/s and / or booking provider to resolve the issue as soon as possible.

18.2 Should You be dissatisfied with the Owner/s response, your booking provider may (but is not obliged to) liaise with the Owner/s in an attempt to resolve the complaint.

18.3 All complaints must be made whilst you are still at the Property so that an on-the-spot investigation can be made if necessary and remedial action taken if required. In no circumstances will compensation be considered for complaints raised after the holiday has ended, when the Holidaymakers have denied the Owner/s representative or the booking provider the opportunity of investigating the complaint and endeavouring to remedy matters during the holiday.

18.4 All complaints will be dealt with on an individual basis and as per terms of your booking provider as they will hold their own policy.

19.0 Additional Rules on rental

- Silverfield Villa does NOT cater for rowdy house parties, stag or hen parties. Silverfield Villa works as a property really well for low-key celebrations and relaxed stays as well as retreat hosting, ski and adventure, history and family stays. Accommodation and the applicable house rules must be respected at all times. You may be asked to leave if you do not adhere to the house rules.
- It is essential that you confirm the exact number of guests that will be staying in the property and no additional guests are allowed at the venue without our prior permission. If additional guests are found staying in the property you all may be asked to leave.
- If there is extra cleaning above and beyond our generous allocation for a normal clean, we have the right to retain an agreed fee for any work carried out for excessive cleaning and this will be at the owner's discretion. Please ensure cookers are left clean, dirty dishes washed and put away and food cupboards and freezers are cleared out.
- If you are considering booking any activity/caterer during your stay, we can supply contacts, menus and recommendations. Please double check with us that the activity/caterer you have booked is suitable for the property.



- If you would like to decorate the inside of the property, please do so with appropriate adhesive, which does not leave marks on the walls or pulls off the paint when removed.
- Please refrain from putting up banners on the outside of the property.
- Your group must agree to behave in a considerate way to the people living near the property and to respect their privacy and peace at all times.
 - Strictly no fireworks

If you are happy with the above agreement we look forward to accepting your booking and hosting your stay.

Policy last updated 20/12/2018