Terms & Conditions

Apply to bookings made before July 16, 2024.

1. Your Booking Contract

When you make a booking, you are guaranteeing that you have the authority to accept, and are accepting, on behalf of all of your party, these terms and conditions. A contract will exist as soon as we issue our confirmation document, which will indicate, if we are acting as a retail agent and the name of our principal/supplier.

Any person staying at the accommodation, whose details are not advised to us prior to departure, will have no contract with the company.

If you have any special requests, you must advise us at the time of booking. We will endeavour to pass any reasonable requests onto the relevant supplier, but we regret that we cannot guarantee any requests and failure to meet any special requests will not be a breach of contract on our part.

The contract between us is governed by Spanish Law and by the jurisdiction of the Spanish Courts.

We reserve the right to alter the prices shown in our website. You will be advised of the current price before your booking is confirmed.

The price quoted on our website includes all the fees, cleanings, VAT. The price is provided in euros, and our payments are taken in euros. Rates in GBP and USD are provided as a guidance only and subject to change.

Confirmation and balance

A 15% of your balance is necessary upon booking and the rest 45 days prior to your arrival date. If this is not paid in time, we reserve the right to cancel your booking.

A zero confirmation invoice will be issued on receipt of your balance payment.

Deposit

A 15% of your balance is necessary upon booking.

3. If You Change Your Booking

If, after our confirmation document has been issued, you wish to change your arrangements in any way, for example, your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes must come in writing and from the lead name on the booking or from your travel agent.

You will be asked to pay an administration charge of 100€ per booking (note: this will increase to 250€ where the change is within 30 days of departure date) and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date and you should therefore contact us as soon as possible. If you reduce your holiday duration or any part of it, this will be treated as a cancellation of your accommodation and you will have to rebook your holiday with the relevant cancellation charges. If you wish to change your holiday within 30 days of your departure date, this will be treated as a cancellation of the original booking and you will have to pay the relevant cancellation charges.

4. If You Cancel Your Booking

You may cancel your arrangements at any time, but the cancellation must come in writing and from the lead name on the booking and will only be effective on the date the written notification is received at our office. Since we incur costs in cancelling your arrangements and, these increase as the departure date becomes closer, you will have to pay the applicable cancellation charges as set out in the table below.

Amount of notice given for cancellation or change	If you cancel your booking you're charged
From the reservation moment up to 46 days prior to check-in day	15%
From 45 days prior to check-in day until check-in day	100%

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Single sex parties

An additional damage deposit may be required.

Guests under the age of 25 will be asked to pay an additional deposit - €150 per person, during their stay, which will be refunded 14 days after the stay if no damage has been caused.

It is forbidden to organize parties and to invite more people than the capacity of the villa.

5. If We Change Your Booking

It is unlikely that we will make any changes, but we do plan the arrangements many months in advance and we reserve the right to make changes at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. No compensation is payable for minor changes.

Major changes include a change of resort or a reduction in the standard of your accommodation and you will have the choice of accepting the change of arrangements, accepting an offer of alternative accommodation from us if available (receiving a refund in respect of any price difference) or cancelling your accommodation and receiving a full refund of all monies paid.

In all cases, except where the change is due to force majeure (reasons of war, threat of war, riot, civil strife, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics or any other circumstances amounting to/or deemed as force majeure) we will pay compensation as set out in the table below.

Amount of time prior to departure date	Amount of payment you receive
If we change more that 30 days prior to your check-in day.	100% of booking cost + 15 €
If we change less that 30 days prior to your check-in day.	100% of booking cost + 50 €

6. If We Cancel Your Booking

We reserve the right in any circumstances to cancel your holiday. If we do have to cancel your holiday due to circumstances beyond our control, we will endeavour to offer you alternative accommodation of a similar or higher standard, subject to availability. If the alternatives offered are not acceptable, you will be asked to confirm this in writing and we will refund the cost of the accommodation in full.

We will not cancel your holiday within 30 days of your departure date, except for non-payment of your final balance or force majeure. If we have to cancel your holiday, please see the table below.

Amount of time prior to departure date	Amount of payment you receive
If we cancel more that 30 days prior to your check-in day.	100% of booking cost + 15 €
If we cancel less that 30 days prior to your check-in day.	100% of booking cost + 50 €

7. If You Have A Complaint

In the unlikely event that you have a problem, a complaint about the property, facility or services provided whilst you are on holiday, please inform our local resort office or representative immediately who will endeavour to put things right. They are there to help you and may well be able to solve the problem on the spot. Only those complaints made during your stay in the property will be accepted.

In case of technical problems we will send our technicians or any other person authorized to fix the problem. Please note that having a helpline for emergencies does not mean that we have a maintenance service 24 hours a day. Those problems considered not to be emergencies will be resolved as soon as possible.

Should the problem be unresolved and you wish to take the matter further upon your return, detail your complaint in writing to us within 28 days. We will not accept any complaints or any responsibility after this date has passed nor will we consider any complaint that has not been reported to our representative at the resort.

8. Our Liability to You

The descriptions and information of the properties that appear on our website have been written personally by our team who have visited the villas. However, changes may occur without us knowing and we will make every effort to advise you, or your travel agent, about the changes as soon as we are aware of them.

In some areas, there may be interruptions to water or electricity supplies and we cannot be held responsible as these are beyond our control.

For services that are external services (ex. flights, insurance, etc.), we are not liable for contractual claims.

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of the holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

9. Personal Injury Unconnected With Your Booked Arrangements

If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity, which does not form part of your arrangements with us, we shall at our discretion, offer advice, guidance and assistance.

10. Termination / Indemnity

You must accept responsibility for the proper conduct of you and all members of your party on holiday.

In cases of serious misconduct, we reserve the right to terminate your holiday (this includes threatening behaviour, physical and verbal abuse to our staff). If we do so, we shall have no further responsibility or liability to you or your party.

If you or any member of your party will fully, recklessly or negligently causes any damage to any accommodation, property or person, you agree to indemnify us against any loss suffered by us (including legal costs), arising from such damage. Failure to pay for serious damage you or your party have inflicted on a property can result in local authorities called to intervene.

11. Insurance

It is compulsory and a condition of booking that you, and your party, have adequate travel insurance for the duration of your holiday. We do not accept any responsibility if you do not have a full comprehensive insurance cover and still travel on your holiday.

12. Passport, Visa and Immigration Requirements

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

13. Building Works

From time to time, building work and its associated noise is unavoidable in a resort. We do not control such work and we do not always receive advance notice of when it will begin.

We will notify you, or your travel agent, as soon as possible if we think that building work will affect your holiday. If we consider the work will have a significant effect on your holiday, you will be entitled to exercise the options outlined in the section headed "If we change your holiday" although compensation will not be payable unless the work is being carried out by or on behalf of one of our own suppliers.

We also cannot be held responsible for any building works that may commence during your stay. If works are affecting your holiday please report this to our Resort team immediately. Obviously this is beyond our control, and the control of our suppliers, but we will make every

effort to get the work stopped if at all possible. If this is not possible, we will offer you other accommodation, of the same or higher standard, subject to availability.

14. Damages, Breakages or Additional Cleaning

All breakages must be reported to our local representative immediately and these must be paid for before departure. We reserve the right to claim for any serious damage or breakages not reported and found after your departure.

In addition to the above, all bookings are subject to a further 200€ deposit, in respect of any/all extra cleaning required at the property on departure. This will be taken on a credit or debit card, cheque or bank transfer or cash and will be refunded accordingly.

15. Data Protection Statement

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. It will not be used or passed on for marketing purposes without your consent to any third parties.

16. In General

Correction of errors, including typographical and calculation errors are accepted. All information in our brochure is correct at the time of going to print.

17. What is included in the price

The rental rates advertised on our website include the selected villa accommodation (on a villa only basis), water and electricity usage, air conditioning (when applicable) at set times for 14 hours a day, linen and towels, final cleanings and mid-week cleanings.

Air conditioning and heating

All air conditioning where stated will be on timers and available for use between 14:00pm to 16:00pm and between 20:00pm to 08:00am hours. The air conditioning, unless otherwise mentioned, is fitted in the bedrooms only and acts as a cooling and heating system. Please remember that with high outside temperatures the equipment should not run at its maximum to ensure efficient performance. Single bedrooms do not always have this. Air conditioning

where described may be static, wall or floor mounted or portable units. In the event of a breakdown engineers do have a specified call out pattern and it may take up to five working days before a visit can be arranged or a part ordered. We will not pay compensation due to the failure of any appliance within this timeframe, but will of course assist you to the best of our ability.

Wifi

Some of our villas are provided with Internet connection/Wifi.

As with in the UK, in the event of a breakdown technicians do have a specified call out pattern and it may take up to two working days before a visit can be arranged or a part ordered. Sealand Villas will not pay compensation due to the failure of any appliance within this timeframe, but will of course assist you to the best of our ability.

Please note: The villa Wifi is not as fast as the connection utilises 3G in Mallorca. The villa Wifi cannot be used for downloading films, music, Netflix, etc. is more for emails use etc. if this services are used the Wifi can go slower.

Noise and activity

Whilst accommodation in residential or rural areas is likely to be quieter than that in resort centers, please anticipate some surrounding noise, whether it be passing vehicles, residents of nearby property or the country sounds of animals and birds. Properties in resort centers can be expected to experience noise associated with their locations. Noise levels will naturally increase during peak season.

Pets

These are not permitted at most of our properties. Please request it to our sales team if you need to know if it is allowed at a specific property.

Property checks - your property

At the beginning of each season we do a full inventory check with all our owners to make sure our properties are up to standard and ready for the season start.

Most properties have electrical home entertainment systems e.g. DVD, Hi-Fi, TV.

Most properties have washing machines, dishwashers, cookers, ovens and the majority have microwaves and air-conditioning. We do not accept any responsibility for the malfunction, breakdown or lack of use of any of the items when a specialist engineer/electrician is required. This can take up to five working days before they will visit due to their call out procedures from Palma.

Rubbish

You will be required to take your rubbish on a daily basis to a nearby collection point. Please do assist by doing this, as it not only reduces the risk of unpleasant smells but also removes the risk of insect infestation. Bottles must always be disposed of separately.

Satellite TV and entertainment systems

Whilst all our properties have televisions with satellite receivers, most only have a few English channels. The lack of English speaking channels is primarily because analogue has been switched off and British satellite broadcasters do not support satellite broadcasting outside of the UK. A lot of our villas have a local digital satellite system which offers a small selection of English channels but the majority are local channels and other European channels. Some of our villas do have digital boxes and when conditions are perfect you might be able to view BBC1/2, ITV 1, Sky News and a variety of other English speaking TV and radio channels.

We do not accept any responsibility for the malfunction, breakdown or lack of use when a specialist engineer/electrician is required. This can take up to five working days before they will visit due to their call out procedures from Palma.

Electric cars

If you decide to bring an electric car on your holiday villa, you should informed us in advance and you will be charged a supplement for this service: 100€ per week per car.

Towels

Beach and pool towels are not included in the villa price. These can however be hired at a cost of €15 for a set of two towels. We ask you not to use the towels provided in the villa around the pool or at the beach.

WCs

Many of our properties have a septic tank rather than mains drainage and most have narrow-gauge pipe work. Nothing other than toilet paper should be put down any WC. Blockages are inconvenient and expensive to clear. During the season it may prove necessary for the septic tanks to require pressure cleaning. We cannot be held responsible should any cleaning prove to be necessary during your stay for whatever reason. We will always advise you of the time and date and request your permission regards any/all cleans.

18. Special offers

Applied to the lowest price week and cannot be used in conjunction with others offers. Therefore is only applicable to the prices in this website.