

TERMS AND CONDITIONS FOR RENTAL OF VILLA LA DIOUANA, OUALIDIA, MOROCCO (INCLUDING COTTAGE & APARTMENT) 2023-24

1. Contract of Hire

All bookings are subject to these conditions which are deemed to have been accepted in full by the hirer and by all persons in the party.

2. Deposit

A deposit of 50% of the total cost is required to secure your booking. 100% payment is required if your booking is made 4 weeks or less before the rental commencement date. Payments must be made by bank transfer in GBP sterling or € euro except if you are resident in Morocco in which case we will accept payment in dirhams to our Moroccan bank account.

3. Final Payment

The balance must be paid 4 weeks prior to the rental commencement date.

4. Cancellation Policy

In the event of cancellations made over 12 weeks prior to arrival date 75% of the total will be refunded. Cancellations made between 12 and 4 weeks prior to arrival date: 50% of total (i.e. the deposit) is refunded. Cancellations made less than 4 weeks prior to arrival date: 100% of the total is forfeited. It is a condition of rental that you take out travel insurance that includes cover for cancellation due to Covid.

5. Alterations and Cancellations by Us

In the unlikely event that the villa, cottage or apartment becomes unavailable due to circumstances beyond our control we will offer you alternative accommodation (if available) or a full refund of monies paid at that time. Any refund is restricted to the villa hire costs and we are not liable for any cancellation or administration charges for travel arrangements etc. We reserve the right to refuse a booking or cancel an existing booking if we consider the presence of the guests on the property is likely to lead to damage to the villa and garden and/or cause aggravation to our staff. Any deposit paid will be refunded.

6. Price includes:

Linen, towels (inc. beach towels), heating/AC and daily maid cleaning.

7. Price excludes:

Breakfast, meals, taxi transfers, personal, travel and cancellation insurance.

8. Occupancy

You must let us know the number of persons who will occupy the villa or rooms at the time of booking. If you wish to add further individuals (up to a maximum of 12) you may only do so by prior arrangement with us. You may not use the cottage or apartment if you have only paid the rental cost for the villa.

9. Exclusivity

You will have sole use of the property at all times.

10. Arrival/Departure

Rental periods run from Saturday to Saturday (unless otherwise agreed). The villa will be available for occupation from 4.30pm on the day of arrival and must be vacated by 11.00am on the day of departure.

11. Damage

Except in the case of normal wear and tear, you will be responsible for making good any damage to the villa, cottage, apartment or their contents, or to the swimming pool, which has occurred due to negligence or irresponsible behaviour on the part of those occupying the property or their guests. We reserve the right to demand a refundable deposit (surety) of 20,000 dhs (£1,600) for birthday parties and other celebrations. Any damage must be immediately reported to our manager, Abdillah, and will be deducted from the deposit. We don't allow tents or outside visitors (i.e. non-resident visitors) except by prior arrangement. Outside music must be switched off before 23.00 and we ask that you respect the peace and privacy of our neighbours.

12. Children

Please supervise your children at all times, especially on the roof terrace, around the swimming pool and in the garden. Use of the zip wire is at the user's own risk.

13. Swimming Pool

Use of the swimming pool and paddling pool is at your own risk. The pool is only 150 cms deep at the deep end and diving is discouraged. Please use 'swimmer' nappies for infants under three.

14. Our Liability

Villa la Diouana is covered by a standard Axa 'Multirisk' insurance policy. However, we are not responsible for any personal injury, illness, death, loss or damage of whatever nature suffered by you or by any member of your party during the booking period, taxi transfers or thereafter. This includes injury or harm while using the swimming pool, injury or harm from plants or animals in the garden, drinking water from the taps and use of the wood burning stove and gas heaters. We are not responsible for any mechanical breakdown and cannot guarantee the correct functioning of internet connection, DVD player, TV, stereo system or any other equipment. We advise drinking bottled water throughout your stay: a bottle is provided free in each bathroom at the beginning of each hire period.

15. Keys, Directions and Management

We will send directions to the villa on confirmation of your booking. When you arrive Abdillah will give you a set of keys and show you around the accommodation. He will be on hand during your stay to help you and answer any queries you may have. Please return the keys on departure.

16. Building Work

In the event of building works taking place by local authorities, private developers or neighbours, we are unable to stop such work taking place and are unable to control the level of noise.

17. Force Majeur

We regret that we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by 'force majeure'. In these Terms and Conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with due care, foresee or avoid. Such events may include, but are not limited to, war, threat of war, civil commotion or strife, hostilities, strikes or other industrial disputes, natural disasters, fire, acts of God, terrorist activities, quarantine, epidemics, weather conditions, closure of airports, water shortages, power failure, government action or other events outside our control.

18. Insurance

The rental cost does not include personal insurance cover. As stated under (4) we require that you take out travel insurance at the time of booking.