

Terms and Conditions

1. Contract

The Contract for a short-term holiday rental shall be made between the Client and Hackett UK Ltd, It will be entered into when a deposit is paid; this booking form is completed and Hackett UK Ltd issues confirmation by either letter or e-mail once both have been received. The Contract will be subject to all of the following booking conditions. Hackett UK Ltd reserves the right to make reasonable amendments or additions to these terms and conditions without notice.

2. Booking, deposit and Payment

Bookings cannot be accepted from persons under the age of 18 years old. Hackett UK Ltd reserves the right to refuse a booking without giving a reason.

A deposit of €350.00 is payable to confirm your booking. In making a booking you accept responsibility for any theft, breakage or damage caused by you or any member of your party and agree to indemnify us in full for any loss that we may incur as a result. Please note this is not part of the entire cost of the Holiday booking, this is a damage deposit held for the purpose of the Clients obligations. The damage deposit will be held by Hackett UK Ltd and returned to you within 10 working days of your departure date subject to the performance of the Client obligations set out within these terms and conditions.

The total rental balance will be payable 6 weeks prior to the arrival date to Hackett UK Ltd. For bookings made less than six weeks before the commencement of the rental, the total rental amount is payable when booking.

Non-payment of the total balance of the rental 6 weeks prior to the arrival date shall be construed as a cancellation of the Contract by the Client. Payment can be accepted by Bank Transfer only and must be made in EUROS. All payments are to be made to Hackett UK Ltd. The Client is liable for any conversion costs and exchange rates they may incur, but this does not affect the amount you were quoted, this still has to be paid in full to Hackett UK Ltd.

3. Cancellation

Any cancellation made by the Client for whatever reason shall be in writing. If the booking is cancelled within 6 weeks of the arrival date, the entire rental amount will be forfeit. For cancellations made more than 6 weeks of the arrival date, the entire deposit will be forfeit and will be charged to the Client as a cancellation fee. Your booking will not be cancelled by Hackett UK Ltd except in exceptional circumstances beyond our control. Notification will be given of the cancellation as soon as possible and we will promptly refund the cost of your accommodation booking with us. Our liability for cancellation will be limited to payments made to us only.

4. Cancellation Insurance

Cancellation Insurance is not compulsory but is strongly recommended to protect against the cancellation penalty. Hackett UK Ltd strongly advises that the Client takes out comprehensive travel insurance. If the Client chooses not to do this then you accept responsibility for any loss that you may incur due to your cancellation.

5. VAT

No VAT is applicable

6. Period of Hire

Rentals commence, unless otherwise agreed, at 14:00 on the day of Clients arrival and terminate at 12:00 noon on the day of departure.

7. Number of Persons in the Property

The number of persons occupying the property must not exceed eight (8) and only those people listed on the booking form can occupy the property at any time. The Client may not under any circumstance re-let or sublet the property; even free of charge. Hackett UK Ltd reserves the right to terminate the booking without notice and without a refund if this condition is not observed.

8. Children

Children under 18 must be supervised by their parent or legal guardian at all times. Clients accept fully responsibility for the safety of their children at all times to all areas of the property, communal gardens and swimming pools.

9. Pet and Smoking policy

Pets are not allowed anywhere on the premises. Pets found to be on the premises will result in immediate termination of occupancy and forfeiture of all payments. This must be strictly adhered to and any damage or extra cleaning caused by pets will be at the expense of the Client.

We operate a No Smoking Policy to all internal areas of the property for the safety and comfort of all our Clients. You can smoke on the ground floor terrace if the terrace doors are closed to prevent any furnishings to the internal property to smell. This must be strictly adhered to and any damage or extra cleaning caused by the smell of smoke will be at the expense of the Client.

10. Care of the Property

The Client shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them in the same state of repair.

The Client is requested to lock the doors and close windows and shutters when leaving the property unoccupied for any period of time.

All bed linen and towels will be supplied to the Client clean prior to your arrival. On your departure day please strip the beds which have been used and place any dirty towels and bedding on the bathroom floors. Hackett UK Ltd reserves the right to make a charge to cover additional cleaning costs if the Client leaves the property in an unacceptable condition.

11. Use of Communal Gardens and Swimming Pools

The Client must at all time respect the rules of the communal gardens and pool areas. These rules are displayed throughout the communal grounds.

12. Breakages, Damage or Loss of Property Keys

The Client is responsible to Hackett UK Ltd for all breakages, damage and destruction to the property and/or any neighbouring properties direct and indirect costs, fines incurred, charges from third parties arising, and damage caused to the property (including any contents) during the term. The Client agrees to indemnify Hackett UK Ltd against any losses or damages suffered by the owner as a consequence of the Client's breach of its obligations and to immediately, on demand, reimburse the owner for all such costs.

The Client is responsible for looking after all the keys issued to them and should take full responsibility in keeping them safe and in good working order. If any keys are not returned at the end of the your booking then the cost of replacement will be charged to you.

13. Liability

Hackett UK Ltd, its employees and agents do not accept third party liability in respect of breach of contract, negligence, misrepresentation or otherwise. Hackett UK Ltd shall not be liable for any losses which are not foreseeable consequences of us breaching the Booking Terms & Conditions.

Our maximum liability for losses you suffer as a result of us acting in breach of the Booking Terms and Conditions is strictly limited to the amounts received by us in relation to your booking.

Your booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.

For the avoidance of doubt, Hackett UK Ltd shall not be liable to you or responsible for:

1. any failure in relation to any payments due to the failure of a payment solution provided by a third party.
2. the rejection of any payment of yours by a third party payment solution provider.
3. any temporary defect or malfunction of any equipment, machinery or appliance in the building, grounds, communal grounds or pool.
4. any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, accidents, flood, fire, explosion or an act of God.

This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

The parties' liability in respect of these Booking Terms and Conditions shall be limited to the value of the rental and other associated charges agreed at the time of booking. In no circumstances will Hackett UK Ltd be liable for any consequential damages of any nature, however arising and regardless of whether the owner has been notified of the risk of them.

14. Warranties

Hackett UK Ltd do not warrant and are not responsible for the accuracy of any verbal information given or statements made by any third party companies used in respect to the property. If in doubt about anything, please email: info@villahackett.com

15. Right of Entry

Hackett UK Ltd, its employees and appointed agents shall be allowed the right of entry to the property at all reasonable times for the purposes of carrying out any necessary repairs or maintenance issues reported by you, or any ongoing issue that needs to be rectified. Hackett UK Ltd will of course allow you to quietly possess and enjoy the property during the tenancy without any unlawful interruption

16. Law and Jurisdiction

The Booking Terms and Conditions (including any non-contractual obligations arising under or in relation to this Booking) between the Client and Hackett UK Ltd is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be exclusively dealt with by the Courts of England and Wales. You may not transfer your booking or any rights and responsibilities under the Booking Terms and Conditions to any other person, without prior written consent from Hackett UK Ltd.

If at any time any part of the Booking Terms and Conditions is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

Hackett UK Ltd will not be in breach of the Booking Terms and Conditions, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, accidents, flood, fire, explosion or an act of God.

17. Data Protection

Hackett UK Ltd will comply with all applicable requirements of the Data Protection Legislation and will process your personal data (as defined in the Data Protection Legislation) as set out in its Privacy and Cookie Notice which is available at <http://www.villahackett.com/>. The lawful basis for such processing is the performance of a contract. Data Protection Legislation means a) until 25th May 2018, the Data Protection Act 1998; and b) (i) unless and until the GDPR is no longer directly applicable in the UK; the GDPR and any national implementing laws, regulation and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998; and, GDPR means the General Data Protection Regulation ((EU) 2016/679).

18. Complaints

Should there be any cause for complaint during the occupation of the property, it must be notified promptly to Hackett UK Ltd using the following email address: info@villahackett.com and in the case of a serious problem please call: +44 (0)20 8995 9665 or the locally appointed agent / representative employed by Hackett UK Ltd to manage the property and we will endeavour to put matters right. Any complaints not reported to us/the local agent/representative at the time of occurrence and only reported after the Client has returned from their stay will not be considered by us. If there is a different management company other than Hackett UK Ltd you will be supplied with their full contact details 7 Days prior to your arrival.