

# La Finca Rental Conditions

Valid from 1<sup>st</sup> of January 2013

## 1. Definitions

### 1.1 Renter

The person in whose name the booking is made, and who is mentioned first in the booking confirmation.

### 1.2 Letter

The person (owner) or company listed on the booking confirmation that issues the reservation and acts as the representative of the owner.

### 1.3 La Finca

The rental property with address Carretera de Gata 32-34, 03730 Javea, Spain.

## 2. Scope

These Booking Terms and Conditions apply to all booking agreements between Letter and Renter.

## 3. Establishing of booking agreement

The contract between the Renter and the Letter will come into existence as soon as the booking deposit has been received by the Letter.

## 4. General

The Renter is responsible for all payments, changes and cancellations. The Renter is responsible for that the Letter is given the correct contact details and that all occupants are informed about the property and the rental conditions.

## 5. Destination Information

The Letter cannot guarantee that all local services or facilities (such as transport, shops, restaurants, sports grounds and swimming pools) will be available during the Renter's stay. It is always conceivable that some facilities may be closed, especially in the low season. Public facilities not connected to the La Finca do not form part of the contract, and any mention of such is not binding.

## 6. Number of persons

A booking will be valid for the number of persons stated on the booking form. The property may not be occupied by more persons than stated on the booking form. Occupancy by a larger number (even at a single event) may result in dissolution of the booking agreement and payments already made will not be refunded and the Renter will owe the entire rent.

## 7. Pets and smoking

Pets are not allowed on the property. Smoking is forbidden in all inside areas.

## 8. Booking information

The Renter should carefully check that the information in the booking confirmation and invoice is correct. Should there be differences between that information and details previously given in a brochure/website, the payment of the booking deposit constitutes an acceptance of these differences.

## 9. Extra Costs

Any other extra services, not stated on the booking confirmation, are paid in addition to the rent before or upon arrival.

## 10. Check-in and Check-out

Check-in time is after 16.00 on the day of arrival. On the day of departure the Renter and all occupants must vacate the accommodation before 10:00 hrs. Failure to do so gives the Letter the right to charge the Renter for damages. The Renter may lose the security deposit as a result.

## 11. Payment conditions and Cancellation Charges

Bookings can be made via the Internet, in writing, by telephone or by e-mail. The booking deposit as mentioned on the written booking confirmation must be in the Letter's possession within 7 working days after the reservation is made. Only then the reservation can be confirmed.

The booking deposit is 25% of the total accommodation cost. The balance (final payment) must be paid at least 8 weeks prior to the commencement of the rental period. If the reservation is made 8 weeks or less from the arrival date, the total booking sum must be paid immediately and in full.

Should the booking deposit or the balance of the payment not have been received by the due date, the Letter is entitled to cancel the booking without having to refund the payments that have already been made. Deposits will be refunded only if the booking cannot be honoured due to a cause attributable to the Letter.

The booking may be cancelled on the following conditions/with the following cancellation charges:

- a) If the cancellation is made 56 days or more before the beginning of the rental period, the Letter will debit the amount of the booking deposit,
- b) If the cancellation is made less than 56 days before the beginning of the rental period or later, the total price of the booking will be debited.

In the case the Letter, because of subcontractor's cancellation rules, are afflicted with costs not covered by the cancellation rules, the Letter has the right to debit the Renter for those costs.

The booking will be considered cancelled when notice of the cancellation reaches the Letter. A cancellation sent by email outside office hours (09.00 – 19.00) will be considered to have come into effect the following working day. If the Renter does not check in, or the check-in is delayed, the Renter has no right to a refund of the rent. Changes of rental period are always treated as cancellations if not otherwise agreed.

## **12. Dissolution**

The agreement will be dissolved (i.e. The booking will be cancelled) if the Renter fails to satisfy the provisions of clause 11. The payments made will be forfeited to defray incurred costs and damage, including but not confined to loss of profits.

## **13. Cancellation insurance**

The rent excludes insurances. The Renter is recommended to take out a private travel insurance in case of cancellation due to sudden illness or accident.

## **14. Security Deposit**

A security deposit is payable together with the final payment in addition to the rent. The deposit will be returned by bank not later than eight days after the end of the rental. In the event of damage and/or loss of the rented property, and/or circumstances for which the Renter is to blame, the total incurred damage will be deducted from the deposit. In all instances where the costs of damage and/or loss of the rented property exceed the paid deposit the Renter must immediately pay the excess to the Letter. All instances of breakage, loss and/or damages must be reported immediately to the Letter and paid for.

## **15. The Renter's Obligations**

A Renter who books accommodation for or jointly on behalf of other occupants will be

jointly and severally liable for the total rent and for damage caused by acts by him and all others present with him in the rented accommodation.

Upon departure the Renter is expected to leave the accommodation in a generally good condition – that is: The items in and around the accommodation should be put back in their original location (as upon arrival), kitchen equipment and surfaces should be cleaned and all garbage removed from the premises. All floors should be cleaned from any excessive dirt. Crockery should be washed and stored in the appropriate place. The Letter is authorised to carry out a final check. If the Letter finds that a number of items have not been returned to their location or if the accommodation has not been left in generally clean condition he is authorised to charge the Renter for extra costs (minimum 100 €).

The Renter must treat the accommodation according to generally accepted standards and follow the house rules of the Letter including:

- The Renter or one of the occupants may not be or act drunk or intoxicated at the time of arrival.
- The Renter and or one of the occupants must behave in an acceptable way during their entire stay. This includes no drunkenness, no music or noise in outside areas after 23.00 and to respect the neighbours.
- Outside doors should be closed when using the air conditioning and/or central heating.

If the House rules are not followed by the Renter or the other occupants it may result in dissolution of the booking agreement and the Renter will owe the entire rent, including the security deposit. The house rules will be presented to the Renter before or upon arrival.

The use of the facilities, including the swimming pool, children's play areas and sports facilities are at the Renter's and the occupants own risk. Children must be under observation by the parents at all times, especially when playing in the pool and the outside areas. Drunken or intoxicated people are not allowed to be in or near the swimming pool.

## **16. Complaints and Claims**

Should the property not be in the condition stated in the contract, or if problems arise during the Renter's stay, the Letter must be immediately informed.

If the Renter does not inform the Letter immediately about perceived defects, the property is deemed to be in the condition specified by the contract. This also applies to

faults perceived during the rental period. Faults that are reported after the rental period cannot be mutually verified, and the Letter is not liable to pay damages. Any claims must be made in writing within 2 weeks from the last day of the rental period.

### **17. The Letter's Liability**

The Letter is not responsible for the accuracy of the information given about the destination. Should the rental property not be in accordance with the contract, the Letter will make every effort to rectify the situation without delay. The liability of the Letter for claims made by all persons involved is limited to the rental price. Under no circumstances whatsoever will the Letter be responsible for any loss or loss of value and/or damage to property of the Renter and his co-occupants caused by incorrect use of the rented property.

The Letter is not liable for actions or omissions on the part of the Renter or a joint user.

The Letter is not liable for any costs arising from delayed transports such as airline delays or cancellations.

Force majeure: The Letter will not accept liability for damages caused by overwhelming obstacles or other unforeseen events that it could not have prevented. Such reasons are e.g. wars, natural catastrophes and changes made by local authorities.

### **18. Changes to the Contract**

The Letter reserves the right to price changes up to 22 days before the rental period begins if there are changes in taxes or other public expenditures, or if the exchange rates fluctuate, thus affecting the rent. Increase in these costs will be charged on to the Renter as a net amount without surcharges.

The Letter reserves the right to cancel the contract before the rental period starts if unforeseen circumstances prevent the handing over of the property for rental. In such a case payments already made will be refunded. The Letter also reserves the right to cancel the contract during the rental period if unforeseen circumstances prevent the use of the property. The Letter will refund the money already paid by the Renter. Otherwise, The Letter is not liable for damages in cases concerning clause 17.

### **19. Pool Heating**

Pool heating is charged separately (if not stated otherwise) and has to be booked in writing minimum 4 weeks prior to arrival. In general the pool heating heats sufficiently from 1<sup>st</sup> of April until 31<sup>st</sup> of October. In cold weather conditions we cannot guarantee a certain temperature in the pool. The Renter needs to cover the pool with the provided pool cover at all times when the pool is not in use. If the pool heating does not work properly due to broken equipment the separate surcharge – if paid separately - will be returned to the guest. The Renter is not entitled any payback on the rental price of the property due to any problems with the pool heating or unsatisfactory water temperature.