

# BOOKING CONDITIONS FOR CLIENTS AT CAN CHICHI

All bookings are made with Howard and Valerie Staniforth and any reference in this or other documentation to "we" or "us" means Howard and Valerie Staniforth. You (the person signing the booking form as party leader) agree to enter into a contract with us on the following terms and conditions. Your signature on the booking form will be taken as confirmation that you and your party understand and accept all of these conditions as follows:

## 1. Booking Conditions

### Deposit

1.1. A deposit of 50% of the property rental must be paid at the time of the booking. The booking does not become contractually binding between you and us until we have confirmed receipt of your deposit in our bank account in writing. We will advise you by e-mail, fax or letter. We reserve the right to refuse a booking without giving any reason.

Payments are to be made in Euros. If bank charges are incurred in connection with currency conversion these will be for your account.

### Payment of Balance

1.2. Payment of the balance of the rent must be made no later than **six** weeks before the booked arrival date. Failure to pay the balance on time may be deemed to constitute cancellation of this booking, and if this is considered to be the case then cancellation charges will become payable. If you book within ten weeks of the arrival date you will be required to pay the full cost of the property rental at the time of booking.

### Cancellation Charges

1.3. If you (or any member of your party) wish to cancel all or any part of your booking, we must be notified **in writing**. The cancellation will take effect from the day the written confirmation is received. The following charges will be payable, depending on when the notification of the cancellation is received:

*Between 12 and 4 weeks* of scheduled arrival at the property: 50% of total rental.

*Within 4 weeks* of scheduled arrival at the property: 100% of total rental.

The above cancellation charges also apply if we cancel the booking due to non-payment of the balance. If you change the dates of your booking, this will be treated as a cancellation of the original booking contract and cancellation charges may apply. Whilst we will do everything to accommodate your required change, if we are unable to make the changes you have requested, you will remain subject to the terms of this contract.

### **Cancellation by Us**

1.4. Though it is unlikely that we will have to make any changes to confirmed arrangements, it may conceivably happen and we will advise you at the earliest possible date. If, for any reason beyond our control, we are unable to provide you with the dates you have booked, and you are unable or unwilling to accept an alternative, we will cancel the booking and refund any sums paid by you. We will not be liable for any further obligations or claims.

## **2. Our Liability to you**

2.1. We shall not be liable for the death of or personal injury to any person named on the Booking Form or other person at the property.

2.2. We shall not be liable for any injury, loss, damage, delay, expense or inconvenience of any kind caused as a result of any defect in any aircraft, train or other conveyance or building or the contents thereof or the failure of any service provided therein, any delays in transport, itineraries or any act, omission or default of the travel services their servants or agents or any other causes whatsoever and howsoever arising whether or not within our reasonable control.

**YOU MUST HAVE FULL HOLIDAY INSURANCE COVER, INCLUDING ACCIDENTAL DAMAGE TO PROPERTY, AND EMERGENCY MEDICAL EXPENSES. PERSONAL POSSESSIONS ARE NOT COVERED BY PROPERTY OWNERS INSURANCE.**

2.3. Where you have asked us to give you information on additional services or equipment (such as baby sitting or boat charter) for which we have made no charge, this is an arrangement between you and the supplier direct. We accept no responsibility for the quality or safety of these services or equipment

## **3. Number of Persons/Replacements**

3.1. The maximum number of persons occupying any part of the property may in no circumstances exceed 10. Liquidated damages of 500 Euros will become payable immediately and a daily rate of 200 Euros will be payable for each extra person who has stayed overnight.

3.2. If you exceed the permitted number of 10 occupants you are in danger of invalidating our insurance cover on the premises and, if you do, this will be entirely at your own risk.

3.3. No camping in tents or caravans is permitted in the property grounds.

3.4. If you breach any part of this clause you may be asked to leave the property immediately without any refund or compensation.

3.5. We reserve the right to inspect the property at any time after giving you reasonable notice. No notice will be given if we suspect that any aspect of this clause has been broken

## 4. Letting period

The minimum letting period is one week.

## 5. Arrival and Departure

5.1. Arrival and departure is always on a Saturday.

5.2. The property will be available to you from 4.00pm onwards. Please do not arrive before that time as we have to ensure that everything is ready for your arrival.

5.3. If you are likely to be later than 6.00 pm, then do please let us know. It should not be a problem so long as we know in advance. If you arrive after 10 pm on the day of your scheduled arrival you will be charged at the rate of 25 Euros per hour until the time of your arrival to pay staff unsociable hours overtime rates.

5.4. The departure day and time in high season will be on Saturdays between 7.00 – 9.30 am. Our representative will make an appointment with you on the spot for the checkout. In case you wish to depart earlier, please let her know at least 24 hours beforehand. In some cases she can agree upon an address where you can leave the key and will then arrange for the deposit to be returned after checking.

5.5. A late arrival or early departure will not be a reason for refunding any sum of money. The amount for the entire stay will be charged.

## 6. Security Deposit

6.1. All rentals are subject to the condition that you will pay for any damages or loss caused by you to the property and its contents during your occupancy of the property. You will therefore be required to make a **Security Deposit of 500 Euros** with your final payment. Keys to the property will not be given unless the deposit has been made.

6.2. The Security Deposit will be refunded in full within 4 weeks of your departure from the property unless you have incurred any additional charges during your stay, which have not been separately paid for, or in the unlikely event that you have caused damage to the property or its contents, which requires repair or replacement.

6.3. The charges to be deducted from the deposit will be estimated by us and such estimate will be final and binding on you. The balance, if any, will be returned as soon as the charges have been collected and collated which can take up to 4 weeks.

6.4. If the necessary repairs or replacements cost more than the security deposit, less any charges not separately paid for, we will require you to pay the balance within 14 days of our advising you of the amount due.

6.5. Please be assured that should repairs or replacements be necessary we will do everything to minimise the costs to you. You should be aware that costs of repair are high in summer due to demand, and we need to ensure that the property is in an acceptable condition for subsequent parties.

6.6. Any items which have been broken should not be replaced. We will inform you of the cost, for which we will require payment and we will replace the articles ourselves.

6.7 A charge of 25 Euros each will be made for any keys lost or not returned.

## 7. Care of the Property

7.1. You agree to treat the property with care and consideration and to inform us of any damage you have caused as soon as possible.

7.2. You will either be provided with a demonstration of equipment or you will be given instruction leaflets. If you do not follow these instructions you will be liable for any damage caused.

**7.3. On leaving the property at any time of day and before retiring at night it is ESSENTIAL that all doors are fully locked.** In the unlikely event that you should be burgled, you must inform the Policia Local and obtain a Report Number for insurance purposes.

## 8. Cleaning

You will find the property clean and tidy when you arrive. In order for it to be clean and tidy for the next guests, you will be required to pay a cleaning charge of **150 Euros**, which must be paid direct to the cleaners. This amount is calculated based on it taking the cleaners five man-hours. However, if it takes the cleaning company more than five man-hours to return the property to a standard suitable for the next tenants, then the extra cost will be deducted from your deposit.

## 9. Utilities

Electricity charges are included in the rental. The voltage in Spain is 220v and, subject to having the correct plug, all your personal electrical equipment should work unless you are from America, in which case you will need a transformer.

If there are severe thunderstorms or the system is overloaded, it is possible and normal that the safety trip switch will be activated. Be sure you understand how to reset it. It is situated in the lobby to the garage in a cream plastic box. All switches must be up. If it trips a second time, check that you are not overloading the system or that one of your devices is not faulty. After checking this, contact our representative for an Electrician. Remember if he finds the fault is yours you will be charged for his callout.

## 11. Linen and Towels

Bed clothes, including sheets, pillowcases and duvet covers and hand towels are NOT included in the price, but can be supplied at the following prices:

Bed linen = 8 Euros per week per bed. Towel Set (1 large, 1 small towel) = 6 Euros per week

## 12. Telephones

No telephone service is supplied. In the event use is made of the telephone equipment at the property the costs incurred will be payable by you with an administration charge of 15%.

## 13. Beds

In order for you to calculate the bedding required, the Master bedroom has a King Size bed, comprising two single mattresses, the top front bedroom has a Victorian Double Brass bed. The third and fourth Bedrooms have two single beds each. The ground floor Study/Bedroom has a fully convertible Double Sofa Bed.

## 14. Swimming Pool

The pool is not available outside the months of June to September. This is mainly because it will be too cold! It is not heated. Under normal weather conditions, the pool should remain clear and blue. The average temperature during the summer months is around 25°C. If however there are severe weather conditions this might result in the pool becoming slightly discoloured and it may take a day or so to return to its normal colour. This is a natural phenomenon over which we have no control. Plastic toys do cause discolouration. Whilst they are provided they are not classed as life saving equipment and must not be removed from the premises.

Please note this is a private pool and **you use the pool at your own risk**. There are no lifeguards on duty. Diving is not permitted. The pool does not have depth markings and you should check the water depth before using it. Do not use the pool if you are under the influence of alcohol or other substances. Do not take breakable glass or utensils into the pool area or anywhere where there could be a danger from broken glass. Plastic glasses are provided specifically for this purpose. Do not swim at night. The surrounding tiles can become slippery when wet. Please take special care when the tiles are wet and do NOT run. Always be sure to supervise children at all times near the pool. Do NOT attempt to alter pool controls as these are predetermined by our Pool Maintenance Company based on usage and the required chemicals.

## 15. Valuables

Your property and your valuables, are at your sole risk. They are not covered by our insurance of the property. We are not responsible for their loss and we therefore recommend that you take out the appropriate personal travel insurance. Always secure all doors and windows when leaving the property (also blinds in Sitting Room/Dining Room). Lock and leave your car empty. Thieves operate in holiday areas.

## **16. Smoking**

Smoking is not permitted within the premises. Smoking is permitted on the balcony and in the garden area. Cigarette ends **must** be cleared away and not left lying around.

## **17. Complaints**

We sincerely hope there won't be any, but we will do everything possible to attend to any complaint speedily.

17.1. We do not accept responsibility for the breakdown of the supply of water or electricity nor of the swimming pool filtration system, though we will do everything humanly possible to arrange for any such problems to be resolved with the utmost speed. Utilities in Spain are likely to be slower than services in your own country. Please be patient.

17.2. Any complaints must be notified to our local representative immediately.

17.3. If you vacate the property before the end of the rental period for whatever reason, refunds are not available.

## **18. Photography**

Photographs taken at the property cannot be used or sold for profit or reward without our written authorisation.

## **19. Law**

Any disputes in relation to these Terms and Conditions or data you have entered on your Booking Form shall be between us and you and shall be governed in all respects by English Law whose courts will have exclusive jurisdiction over any disputes that it is impossible to resolve by negotiation. By signing this form you agree that neither you nor any member of your party will seek to have any dispute relating to these Terms and Conditions adjudicated in any other jurisdiction.

## **20. Correspondence**

Correspondence to you will be by e-mail, fax or letter. However, due to the unreliability of the Spanish postal service, we cannot guarantee the security of items sent to us by post. Correspondence to us should be sent via email, and bank transactions must be by Bank Transfer.

We do want you to have a wonderful holiday in Roses, and the above Contract is also designed to protect you and ensure that people renting the house before you leave it in the best possible condition for you to enjoy your holiday.

**Howard and Val Staniforth**