

## Terms and Conditions ...

*Please read the following carefully as the letting of the property shall be solely on the terms and conditions appearing below and on no other terms.*

*If you have any questions, please E-Mail us: [casacruz@iznajarvillas.com](mailto:casacruz@iznajarvillas.com)*

- 1.** Your acknowledged booking request constitutes an offer only and no legally binding agreement shall come into existence until such time as the offer is accepted in writing and a deposit received by the owners/agents.
- 2.** A deposit of 35% of the total letting cost shall be paid if the booking is made more than 8 weeks prior to the intended start date of the letting and such sum shall be paid immediately dates have been confirmed. The balance of the letting cost shall be paid not later than 8 weeks before the start date of the letting.
- 3.** If a booking is made less than 8 weeks prior to the intended start date of the letting then the whole of the letting cost shall be paid and such sum shall be paid immediately dates have been confirmed.
- 4.** A security deposit, for breakages, non-return of keys etc., of €200.00 shall be payable on arrival which sum shall be held by the owners/agents until the end of the letting and from which the owners/agents shall be at liberty to deduct such sums as may be incurred by the owners/agents in respect of any damage occasioned to the property, it's contents or the swimming pool on the part of the client or any of his/her party or guests. Such deposit is payable without prejudice to the right to make a claim in respect of any damage occasioned to the property or it's contents by reason of any act or default on the part of the client, his/her party or guests, amounting to any sum greater than €200.00.
- 5.** In the event of cancellation by the client, the owners/agents must be notified immediately in writing and the date of cancellation shall be the date upon which such notice is received by the owners. The following cancellation charges shall apply:-

<b>Cancellation Period before departure</b>	<b>Cancellation Charges</b>
More than 56 days before departure	Total of deposit (Not refundable nor transferable)
43 - 56 days inclusive before departure	50% of the total letting cost
0 - 42 days inclusive before departure	100% of the total letting cost

**6.** The letting shall commence at 4.00 p.m. on the first date of the letting and shall terminate at 11.00 a.m. on the last day of the letting or at such other times as otherwise shall be specifically agreed.

**7.** Upon arrival at the property the client, with the owners or their agent, shall read and check that the inventory of contents is correct and that the same are in good working order and condition and sign the inventory form. The signed inventory shall thereafter be conclusive of those facts.

**8.** At the end of the letting and before departure the client shall, with the owners or their agent, inspect the contents of the property and compare the same against the signed inventory. It is the client's responsibility to ensure that this is done. Any damage and/or losses shall be noted on the said inventory and the client shall sign the same. This further signature shall thereby acknowledge that the same is conclusive of the facts stated on the form.

**9.** In the event of the client leaving the property prior to the inventory being checked then the same shall be checked by the owners or their agent and his/her statement shall be conclusive of the facts stated on the form.

**10.** The client shall keep and leave the property and its contents in the same clean and good order as upon arrival and shall be liable for the cost of any additional cleaning should the same be required.

**11.** No person who is not specifically named in the booking shall occupy or use the facilities on the property at any time, without the prior permission of the owners/agents. The client and his/her party shall use the property in a good and tenant-like manner.

**12.** The owners/agents reserve the right to close down the swimming pool during the out of season periods in the event of a change in the weather conditions and may do so without payment of any compensation or deduction from the letting price.

**13.** In the event of any dissatisfaction or complaint concerning the letting, the client shall notify the owners or their agent thereof, and confirm the same in writing in any event within 7 days of the date of the termination of the letting. No liability whatsoever shall attach to the owners or their agent in the absence of such written notification.

**14.** In the event, for whatever reason, that the property becomes unavailable or is not reasonably fit to be let at the commencement of or during the course of the letting, after the booking has been accepted, the owners/agents offer to use their best endeavours to assist the client to find reasonably suitable alternative accommodation. In the event that such accommodation cannot be found, the owners/agents shall refund to the client in full the client's deposit and any such other sums as the client may have paid to the owners, and neither the owners nor their agents shall have any further liability whatsoever to the client or his/her party.

**15.** Neither the owners nor their agent shall be liable for any defect in or the breakdown of any mechanical, electrical or any other item of equipment, goods or property, or temporary loss of services (e.g. electricity, gas or water) including the property itself or the swimming pool, but shall upon the receipt of notice of the same use their best endeavours in respect of the property to effect repairs to or the replacement of any such item within a reasonable time and the client shall not be entitled to any compensation whatsoever in respect thereof.

**16.** Neither the owners nor their agents shall in any way be liable for the occasional appearance in the property of insects, vermin, or other rodents or animals which generally frequent the Spanish countryside but every reasonable endeavour shall be made to limit or eradicate the same when notified of their presence.

**17.** In the event of any breach of the above terms and conditions the owners/agents may in their absolute discretion terminate the agreement forthwith, and the client shall be liable to compensate the owners/agents for any loss or damage whatsoever or howsoever thereby incurred.

**18.** Whilst the owners/agents make every effort to ensure that the particulars of the property are fairly represented and describe the property, its surroundings and amenities as being an accurate and fair description, the owners/agents shall not be liable for any errors of the same.

**19.** In the event of dispute or difference arising under this agreement or arising out of the letting, the law prevailing in England and Wales shall apply and any such dispute or difference shall be heard and determined by a court in Winchester, England.