

# Exclusive Villa Spain - Short-term holiday let agreement

---

## Short-term holiday let agreement

This agreement is made this day *[date of confirmation email]*

The agreement is made between you and the owner(s) of the property.

*"You" and "your" means all persons named in the booking (including anyone who is added or substituted at a later date). "We" and "us" means the introducer of the property acting on behalf of the owners of the property. All bookings are made subject to these booking conditions.*

The following Booking Conditions together with the any information on the website through which you found the property form the basis of your contract with the owners. Please read them carefully as they set out our respective rights and obligations.

### **1. Making your booking**

Bookings can be made by completing the enquiry form online (if available) or by contacting us direct by telephone or email. Once we have received your booking and booking deposit, we will, subject to availability, confirm your stay by issuing a confirmation by email. This email will be sent to the party leader. Please check this email carefully as soon as you receive it. Contact us immediately if any information that appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 5 working days of our sending it out.

### **2. Payment.**

In order to confirm your stay, a minimum deposit of 30% of the full payment must be paid at the time of booking. This deposit is only refundable in certain events, mentioned below. We must receive the balance of the cost of your stay in EURO cash on arrival (unless otherwise expressly agreed at the time of booking). If you are not able to pay the balance on arrival, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in below will be payable.

#### **2a. Security Deposit.**

If requested, you must pay a security deposit as agreed in our confirmation emails at the start of your stay. The cost of any damage to the property or to any items in and/or at the property caused or any service charges incurred by you or any member of your party (for example telephone calls) will be deducted by us from the security deposit at the end of your stay. If no deductions are required, your security deposit will be refunded in full to you either on the day of departure or within two weeks of departure, as determined by us. If the security deposit is not sufficient to cover any damage caused or service charges incurred by you, you will be responsible for paying us any additional monies required immediately on request from us.

### **3. Your contract and jurisdiction.**

A binding contract between us comes into existence when we dispatch our confirmation email to the party leader. The laws of Spain govern this contract and all matters arising out of it. We therefore both agree that the Courts of Spain will deal with any dispute arising out of or in connection with your stay.

### **4. The cost of your stay.**

In the case of correction of errors, we reserve the right to increase or decrease the prices of accommodation at any time. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Please note, changes and errors occasionally occur. You must check the price of your stay at the time of booking.

### **5. Changes by you.**

Should you wish to make any changes to your confirmed booking, you must notify us by email as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee *may* be payable together with any costs incurred by ourselves.

### **6. Cancellation by you.**

Should you need to cancel your stay once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when we receive it in writing at our offices. We may be able to re-sell your period of stay, in which case we will be able to refund a percentage of the deposit (and final payment, if applicable) as follows:

If we are able to resell the whole period of your booking, we will be able to refund the deposit (plus any final balance paid), less an administration fee. If we are able to resell part of the period, we will refund part of the deposit (and part of the final balance paid) on a pro rata basis i.e. if your booking is for 10 days and we are able to resell 5 of those days, we will refund 50% of the deposit and 50% of the final balance paid. An administration fee will be payable.

# Exclusive Villa Spain - Short-term holiday let agreement

---

*Depending on the reason for cancellation, you may be able to reclaim this (less any applicable excess) under the terms of any insurance policy you may have. Claims must be made directly to the insurance company concerned.*

## **7. Insurance.**

It is strongly recommended that you take out adequate travel insurance. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs.

## **8. Changes and cancellation by us.**

Occasionally, we have to make changes and correct errors on website descriptions and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. If we have to make a significant change to or cancel your booking, we will tell you as soon as possible. We will endeavour to offer you an alternative should a significant change or a cancellation occur. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation.

Very rarely, we may be forced by "force majeure" (see clause 9) to change or terminate your stay after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds, pay you any compensation or meet any costs or expenses you incur as a result. You may be able to claim under your insurance policy for this.

## **9. Force Majeure.**

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## **10. Our Liability to you.**

10.1. We promise to provide your accommodation with reasonable skill and care. We do not accept responsibility if any death, personal injury, failure or deficiency of your accommodation arrangements is not caused by any fault of ours. When we talk about "fault" above, this means failure by ourselves to use reasonable skill and care in performing or providing the service in question. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: - (a) the fault of the person(s) affected or any member(s) of their party or (b) the fault of a third party not connected with the provision of your accommodation by us which we could not have predicted or avoided or

(c) an event or circumstance which could not have predicted or avoided even after taking all reasonable care (see clause 9) In addition, we will not be responsible where you do not enjoy your stay or suffer any problems because of a reason you did not tell us about when you booked your stay or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or any losses, expenses, costs or other sum you have suffered relate to any business.

Please note, we cannot accept responsibility for any services that do not form part of our contract. This includes, for example, any additional services or facilities any other supplier agrees to provide for you.

10.2. The promises we make to you about the accommodation we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the accommodation in question had been properly provided. If the particular accommodation which gave rise to the claim or complaint complied with local laws and regulations applicable to those accommodation at the time, the accommodation will be treated as having been properly provided.

10.3. \*We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where

# Exclusive Villa Spain - Short-term holiday let agreement

---

everything has gone wrong and you have not received any benefit at all from your stay. \*Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is EURO 75.00 per person affected as you are assumed to have taken out adequate insurance at the time of booking.

## **11. Complaints and problems.**

In the unlikely event that you have any reason to complain or experience any problems with your stay whilst away, you must immediately inform us. Any verbal notification must be put in writing and given to us as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

## **12a. Behaviour.**

You accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct to us at the time. If you fail to do so, you will be responsible for meeting any legal costs we incur in full in recovering full payment from you.

We expect all clients to have consideration for other people and for their property. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to the property, or in any way damage the reputation and/or goodwill of the Owner we are entitled, without prior notice, to terminate the occupation of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation. We will have no further responsibility toward such person(s). No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

## **12b. Commercial activity.**

No commercial activity may be undertaken at the property. This includes, but is not limited to, commercial photography, commercial filming or video taping, running a business from the property (except answering emails or phone calls relating to a business located in your home country). Any violation of this clause will result in immediate cancellation of your stay and you will be expected to vacate the property immediately. In the event that photography and/or video/filming has/have been undertaken, the images will remain the property of the owner until such time as an agreement for their release can be agreed.

## **13 Special requests and medical problems**

If you have any special request, you must advise us at the time of booking and clearly note it in the extra information section of the booking form. \*Although we will endeavour to meet any reasonable requests we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfillment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you or any member of your party has any medical problem or disability that may affect your stay, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

## **14. Passports, visas and health requirements**

It is your responsibility to ensure that you are in possession of all necessary travel and health documents (including Passports and Visas (where applicable) before departure. You must pay all costs incurred in obtaining such documentation. If you or any member of your party is not an EEC citizen or holds a non-EEC passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

## **15. Prices and Website Accuracy.**

Please note, the information and prices shown on our website may have changed by the time you come to book your stay. Whilst every effort is made to ensure the accuracy of the website and prices at the time of requesting the booking, regrettably errors do occasionally occur. You must therefore ensure you check all details of your stay (including the price) on your booking acceptance.

# Exclusive Villa Spain - Short-term holiday let agreement

---

## **16. Responsibilities and the role of Exclusive Villa Spain.**

Exclusive Villa Spain acts as the booking agent and is not the principal of this contract, Exclusive Villa Spain has visited and checked this property and has approved the description appearing on the website. It has duly been prepared in good faith.

### **Complaints procedure**

In the event of any problems you must contact us immediately, plus you undertake to do your best to resolve or minimise the problem in order to avoid any prejudices that could result, you must immediately get in touch with us by telephone on the day of your arrival, confirming your complaint in writing within 24 hours by fax or by e-mail. You are obliged to give us the time necessary to resolve the problem.

Should there be no written complaint supplied as above specified and you leave the accommodation prematurely and without an explicit authorisation by us, you forfeit your rights for a refund of the rental price, unless the terms of this contract have been breached. Complaints received at the end of the stay will not be taken into consideration and no refunds will be given.

Should a complaint be upheld and a refund forthcoming but the amount of refund cannot be agreed between the parties we will appoint an independent arbitrator who will decide on the amount of refund if any that is due.

Please note that the property is not an official tourist structure, such as an hotel, residences, etc. but a private dwelling. Being such, there is no standard or categories that are internationally recognised, indeed it reflects the architecture and furnishings, the local traditions and the personal taste of the owner. This is precisely the kind of holiday that we offer: the chance to partake in the culture of the area chosen, living for a few weeks in the same surroundings as an inhabitant would. We cannot however exclude the possibility that these differences can sometimes result in minor inconveniences - due to the special nature of its architecture and of traditions in the area - but which cannot be accepted as complaints.

### **Administration fees:**

Amendment to a booking : EURO 50.00 per amendment event.

Cancellation of booking and refund of deposit or balance : EURO 50.00 deducted from any payment returned.