

Rental Agreement – Jazmines 50, Estrella de Mar, Los Urrutias

1. Reservation Deposit

25% of the total of any reservation is required to secure dates for the advertised property. Until the Reservation Deposit has been paid no reservation can be guaranteed. Should you be booking a property with us within 60 days of booking, the whole amount will be due to secure the reservation.

2. Our Contract with Our Guests

Payment of the Reservation Deposit confirms that you agree to our rental terms and conditions as detailed in this document. You are also confirming that you:

- Are over 25 years old.
- Take full responsibility for all persons who will stay in the accommodation.
- Will leave the property in good order at the end of your stay.

3. Confirmation of Booking

Upon receipt of either the full payment or the Reservation Deposit you will receive an email confirming your booking details and receipt of your payment. Your confirmation details will specify the number of people in your party. No additional persons may be added to your party without prior negotiation and agreement. On full payment you will receive all necessary information to ensure your safe arrival to the property.

4. Balance Payment

We will request the balance payment by email. It is your responsibility to ensure the balance is paid. We cannot be held liable for non-receipt of our email request. Should payment of the balance not be received within 48 hours of the payment request, we reserve the right to cancel the booking and release the dates for alternative reservations. In such circumstances, our cancellation policy will apply.

5. Inclusions and Exclusions in the Rental Rate

The rental includes the following: linen and towels (for the number of people who have booked), cleaning of the house on departure, internet access, water and electricity. If you are staying for three weeks clean linen will be provided during the second week.

Due to the rising price of electricity and water we no longer provide unlimited use. We find that 150 units of electricity and 4 units of water is normally sufficient for a group of 4 people for one week. Different group sizes are allocated the quantities of water and electricity according to the table below – this reflects the fact that larger groups pay a surcharge.

We will read the meters before you arrive and when you leave. If you use more than the allocated number of units of electricity per week we will charge additional units at cost. We very rarely have to surcharge for utility usage and we make no profit from the rate we charge.

Number of Guests	Water	Electricity
Up to 4 people	4 units	150 units
Up to 5 people	5 units	175 units
Up to 6 people	6 units	200 units

Additional Items not included in the rental:

- Extra linen and towels (charged at 10 euros per set)
- Insurance for guests' personal items such as luggage, valuables
- Unjustified call outs to the property caused by guests (charged at 20 euros per call out.)

6. Security Deposit

You agree to provide us with a security deposit of 120 euros. This covers damage to the property and furnishings, loss of keys, extra cleaning and excessive electricity and/or water usage.

The deposit will be returned to you within 7 days of your departure providing the house has been left in good order. You agree to compensate us for any damage in excess of 120 euros.

7. Check in and Check Out

To allow time for the house to be cleaned and prepared for our guests you may not check in before 4pm and must leave the property by 11.00 am on your departure day.

Early check in or late checkout may be booked in advance but are not always available.

These should be booked and paid for before your holiday.

- Early Arrival - before 4pm €25
- Late departure - between 11am & 4pm €25
- Late departure - between 4pm & 10pm €50

8. Cancellation Policy

If you need to cancel your holiday any money paid will be returned using the following criteria.

Weeks before departure	Amount Refunded
Up to 60 days	Deposit withheld
Less than 60 days	No refund

9. Making Changes to Your Booking

Should you need to change your dates for the property you have booked we will try to accommodate your requirements however due to other bookings this may not be possible. During low season it is much more likely that we will be able to make any changes. During high season it is highly unlikely.

10. Travel Insurance

Please ensure that you take out travel insurance to cover your costs in the event of the following situations:

- Cancellation of holiday
- Changes to travel plans (duration, dates etc.)
- Repatriation due to accident or illness
- Failure of water and electricity supply.
- Fire and theft.

11. Mechanical, Electric and Technical Failures

We cannot be held liable for any unforeseen mechanical, electrical and technical failures such as television, cable service, internet connection, satellite television, appliances, air-conditioning etc. We will endeavour to fix or replace machines in the event of failure as quickly as possible.

If the internet service or satellite television is unavailable due to situations outside our control (eg. failure by service provider or weather conditions) we are not liable.

12. Utility Failure

We cannot be held liable for any failure of electricity or water supplies. These are outside our control and are the responsibility of the respective utility companies. Should a failure disrupt your holiday you will need to claim compensation through your travel insurance.

13. Access to Authorized Personnel

You agree that persons authorized by us including tradesmen and staff may enter the property during your stay with us to carry out necessary repairs and maintenance as appropriate. We will ensure as far as possible that you are notified of their arrival and will try as far as possible to arrange visits at a time convenient to you, to respect your privacy, and not interrupt your stay.

14. Liability

We are not liable for losses incurred through circumstances outside of our control. This includes but is not limited to accident or injury to any member of your party or visitors, loss or damage to any personal goods or property (including theft from safe), travel delays, burglary, theft, nearby building works, noisy neighbours, the closure of swimming pools, bad weather conditions, war, earthquakes, riot, disturbance, traffic congestion, transportation strikes and anything that causes a loss of enjoyment of the property.

For circumstances within our control, our responsibility is limited to the amount of rent paid to us.

We accept no liability for personal injury, claims or damages for your misuse of any safety systems available on the property or negligence of use of stairs, balconies, terraces, swimming pool and wet floors or any other everyday household hazards.

15. Pets

We do not permit pets at the current time.

16. Behaviour

The person providing their contact details at the time of booking shall be liable for the appropriate behaviour of all guests in the party. Failure to behave in a proper manner with respect for neighbours and property will be construed as a breach of our agreement. Should complaints be received from neighbours or should we be informed of any damage to the property (caused by you or your party) you will be asked to vacate. Should we ask you to leave in these circumstances then no refund will be offered. We will not be liable for any associated costs or further claims by you or your party and you will forfeit any damage deposit and prepaid rental.

17. Breach of Terms and Conditions

Should you breach our Terms and Conditions, your breach will terminate our agreement with you immediately. We will ask you to leave the property immediately. Should we ask you to leave in these circumstances then no refund will be offered. We will not be liable for any associated costs or further claims and you will forfeit any damage deposit and prepaid rental.

18. Remedies

In the event of a dispute between us and you, we will seek to resolve the dispute by mediation in the appropriate Spanish Courts.