

# Booking Terms and Conditions

## 1. Definitions

- Accommodation: Accommodation described in the booking form.
- Accommodation provider: the party who actually provides the booked accommodation and further arranges services locally, such as key-holding, cleaning, maintenance, etc., and receives payments payable locally by the Tenant under the agreed booking.
- Booking agent: the Letter himself, any intermediary or other independent organisation that handles the administrative processing involved in the booking for the Letter and takes payment.
- Tenant: the person named on the booking form who makes the booking.
- Rent: The total rent as mentioned in the booking form.
- Booking: The booking of a holiday accommodation, as described in the booking form.
- Booking form: The agreement between Tenant and Letter.
- Letter: the person (owner) or company mentioned in the booking form that issues the booking and acts as the representative of the owner.

## 2. Scope

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

## 3. Establishment of booking agreement

An agreement will be established subject to these Booking Terms and Conditions as soon as the Tenant makes a booking via the Internet, in writing, by telephone, by e-mail or personally with the Letter or at any other Booking agent.

## 4. Changes

Changes to the booking agreement and deviations from these general booking conditions will be valid only if agreed in writing between the Letter or Booking agent and the Tenant. Insofar as changes result in higher or lower costs, the resulting change to the rent must be agreed by parties in writing.

## 5. Payment

Bookings can be made via the Internet, in writing, by telephone, by e-mail or personally with a Booking agent. The down payment as mentioned on the booking form, must be received by the Booking agent within 3 working days after the reservation is made. Not paying on time may result in cancellation of the booking. The remaining balance must be in the Booking agent's possession not later than the date mentioned on the reservation form. If these payment terms are not observed the Booking agent is entitled to cancel the booking without having to refund the payments that have already been made. If bookings are made within four weeks before the rental period, the rent and any deposit, must be paid entirely at time of booking. Deposits will be refunded only if the booking cannot be honoured due to a cause attributable to the Letter or Booking agent.

## 6. Prices

Prices are stated per accommodation per month per week or per day. The Letter reserves the right to amend the booking price if occasioned by changes to owed levies, exchange rates and taxes. Increases in these costs will be charged to the

Tenant as a net amount without surcharges. We do not accept responsibility for typographical errors in the price list or web publications. If the increase occurs within three months of receipt of the booking form, the Tenant will have the right to dissolve the agreement. Amounts already paid will be refunded to the Tenant in such cases.

#### 7. Dissolution

The agreement will be dissolved (i.e. The booking will be cancelled) if the Tenant fails to satisfy the provisions of clause 5. The deposit will be forfeited to defray incurred costs and damage, including but not confined to loss of profits.

#### 8. Cancellation

The Tenant may cancel the rental agreement in writing up to 30 days before the start of the rental. If the Tenant cancels the Booking agent will retain the deposit. The Tenant will owe the full rental price to the Letter if cancellation occurs within the 30 days preceding the agreed rental.

#### 9. Insurances

The rent excludes insurances unless it is explicitly stated that the rent includes insurances and the type of insurance is named.

#### 10. Liability of Letter

Under no circumstances whatsoever will the Accommodation provider, Booking agent or Letter be responsible for any loss or loss of value and/or damage to property of the Tenant and his co-occupants caused by incorrect use of the rented property. If the Tenant incurs damage due to deficiencies in the rented property, any liability on the part of Letter will be limited to the amount of the rent. Damage resulting from non-fulfilment by the Letter will be subject to the compensation provided for by law. Letter will not be liable for any other damage.

#### 11. Liability of Tenant

A Tenant 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. 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 may result in dissolution of the booking agreement and loss of the deposit. Payments already made will not be refunded in such circumstances and the Tenant will owe the entire rent. If the Tenant intends to allow more than the permitted number of persons to stay in the rented accommodation, the Tenant must, prior to the rental period, submit a written request to this effect to the Booking agent. The Accommodation provider has the right to refuse such a request or to require an additional surcharge. The Tenant must treat the accommodation according to generally accepted standards.

#### 12. Deposit

You should note that Accommodation providers may require a deposit, depending on the accommodation and the destination. The deposit is payable at the time of booking or on the day of arrival, depending on your Booking agent and/or accommodation. In order to provide the accommodation provide with the opportunity to check the accommodation properly, the deposit will be returned 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 Tenant 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 or the damage suffered by the owner and/or Accommodation provider exceed the paid deposit the Tenant must immediately pay the

excess to the Accommodation provider. All instances of breakage, loss and/or damages must be reported immediately to the Accommodation provider and paid for.

### 13. Duration of stay, arrival and departure

The customary arrival and departure days may vary according to location. Outside the high season it is generally possible to choose any day of the week as the arrival or departure day. A daily surcharge will generally be payable for rentals of less than a week. For more information you should contact your Booking agent or make a calculation yourself on the website.

The rented property at your holiday destination will generally be available for occupancy between 16:00 hrs. and 18:00 hrs. You should inform the key holder if you expect to arrive after 18:00 hrs. In the event that you arrive later than the time reported in advance to the key holder, the Accommodation provider is authorised to charge you for any extra costs incurred for handing over the keys. On the day of departure you must vacate the accommodation before 09:30 hrs. Failure to do so gives the Accommodation provider and Letter the right to charge you for damages. You may lose your security deposit as a result.

Upon departure the Tenant is expected to leave the accommodation in decent condition – that is: generally clean. The items in and around the accommodation should be put back in their original location (as upon arrival). Crockery should be washed and stored in the appropriate place. The Accommodation provider is authorised to carry out a final check. If the Accommodation provider 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 Tenant for extra costs.

### 14. Documents

Before or upon booking your Booking agent will provide you with the general information you need about the rented property and local area.

### 15. Changes and cancellations

The Tenant has the right to alter or cancel the agreed services in any material respect on account of compelling circumstances. Compelling circumstances mean circumstances of such a nature that the Accommodation provider cannot reasonably be held to further fulfilment of the agreement. The Accommodation provider may cancel the booking in the event of force major, war, strikes and natural disasters. In such circumstances the Booking agent will be under obligation to refund any amounts already paid. The Accommodation provider reserves the right to replace the rented property by an equivalent property for reasons of quality assurance.

### 16. Complaints

If you notice a mistake or deficiency at your holiday accommodation, you should report it to the Accommodation provider or to the local agent/Booking agent. This may avoid further inconvenience. If you have serious complaints at the holiday accommodation, you should immediately inform the Accommodation provider. This will give the Accommodation provider the opportunity to resolve the complaint sooner. If your complaint was not satisfactorily resolved at the holiday destination, you must inform the Booking agent in writing of your complaint, providing details, within two weeks of leaving the accommodation, in the absence of which the complaint will no longer be admissible. You will forfeit all rights to a refund if you obtain other accommodation or leave the rented property prematurely without first consulting the Booking agent.

#### 17. Cleaning costs

You can see on the website and in the price list whether cleaning of the property is included. If cleaning is not included, the costs will be stated. The cleaning costs will be specified together with the rental price on the booking form. These costs are generally payable to the key holder on the day of arrival.

#### 18. Bed linen and towels

Bed linen and towels are usually included in the rental price. In order to verify that this is the case, you should view the property details on the web. In some cases you may be required after each week of your stay to exchange the bed linen and towels at the key holders reception desk.

#### 19. Extra facilities

In many cases you can request an extra bed, child's bed, high chair, playpen and similar, provided that you state such needs at the time of booking.

#### 20. Pets

Most property owners do not allow pets. You may keep a pet in or around the villa only with the explicit permission of the Accommodation provider stated on the booking confirmation. The Accommodation provider may require extra mandatory final cleaning costs.

#### 21. Construction work

The rental accommodations are usually private properties that belong to individual owners and are typically located in large residential districts. The accommodations are usually not located in holiday parks, so construction work may occasionally occur nearby. This work may be carried out by home owners or contractors and / or public institutions, with whom we have no relationship whatsoever and over whom we cannot exert any control. Neither the Accommodation provider, nor the Booking agent, nor Letter can be held liable for inconvenience caused by any construction work not commissioned by the Accommodation provider.

#### 22. Satellite tv and cable tv

Where descriptions refer to satellite tv or cable tv, it does not automatically mean that reception includes all stations. The mostly foreign owners have decoders that are not always suitable for receiving all international programs.

#### 23. Water, electricity and Internet

Interruptions to water, electricity supplies and internet connection are not uncommon in some countries. For various reasons Local and / or regional authorities and / or companies may, for various reasons and / or failure to decide temporary closure and / or reduce distribution. Neither your Accommodation provider nor the Letter can be held liable for any inconvenience or damage incurred through such circumstances.

#### 24. Power consumption

A mandatory surcharge may sometimes be payable in certain seasons for properties with heating and/or air conditioning. For more detailed information and the amounts payable, you should view the property details stated on the web, or contact your Booking agent.

## 25. Privacy policy

In compliance with the regulations on Protection of Personal Data, we inform you: That the personal data that is collected from you will be included in a file whose owner is MMC Property Services Javea SL with NIF ES-B72432610 and address Calle René Magritte 1, 03730 Javea, (Alicante) Spain;

That the treatment finds its legal basis in the consent given by you when signing this document and consequently, you accept that the collection of the data has the following purposes: Create a registration form, provide the ordered service, enable any communication and / or notification that may be legitimate based on the relationship between the parties;

That you can exercise the rights of: access, rectification, deletion, limitation, portability, objection, to present a claim at a control authority, and withdraw the consent at any time, by letter, enclosing a photocopy of your ID / Passport to the postal address indicated above;

That data will be kept while the relationship between the parties is maintained or during the years necessary to comply with the legal obligations.

## 26. Jurisdiction and law

Notwithstanding the legal rules governing the jurisdiction of the civil courts, any dispute arising between supplier and principal or client will be resolved by a court of law with jurisdiction in the country and region where the Letter is established. For one month after the Letter has invoked this provision in writing, the Tenant will have the right to opt for resolution of the dispute by a civil court with jurisdiction at law or under international treaty. The Letter will consider the address stated by the Tenant to be correct until further notice. Every agreement between Letter and Tenant will be subject to International law.