

LAS PERGOLAS VILLA RURAL – RENTAL TERMS AND CONDITIONS

Las Pergolas Villa Rural
www.villapergolas.com
Camino Lugar de Abajo 2
E – 35572 Tias, Las Palmas

***** PLEASE READ THESE CONDITIONS CAREFULLY, WHEN YOU MAKE A RESERVATION, YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT THE TERMS OF WHICH ARE SET OUT IN THESE CONDITIONS *****

1. GENERAL

This is a contract for a short-term holiday rental (Contract) between the owner of Las Pergolas Villa Rural (**we** or **us**), and the person making the booking (**you** or **your**) and all members of the holiday party as provided at booking. You must be at least 18 years of age at the time of the booking.

The Contract shall be governed by Spanish law and is subject to the booking conditions set forth below. The courts of Arrecife (Las Palmas) shall have exclusive jurisdiction over this Contract.

2. REGULATION OF THE PROPERTY

By entering into a Contract, you confirm you have reviewed and accepted the House Regulation attached to this Terms and Conditions and you undertake to unconditionally abide to their terms.

3. DURATION AND TIMES OF RENTALS

Unless expressly agreed otherwise, you should not arrive before 4 p.m. on the commencement date, and you should leave by 11 a.m. on the day of departure. Failure to do so may result in you being charged a further day's rental.

You must use the property solely for the purpose of a holiday during the holiday period, and not for any other purpose or longer period.

4. BOOKING PROCEDURE

You confirm that you are authorised to book on behalf of all persons who will occupy the property and that those persons are aware of the booking conditions.

You shall be a member of the party occupying the property and are required to ensure that:

- a. Each member of the party shall provide, before or upon their arrival, copy of their documents and personal details for the purposes of providing all required legal notices to the competent authorities;
- b. Each member of the party is aware of and will comply with the House Regulation;
- c. The number of persons within the party shall not exceed the maximum number of persons permitted to occupy the property.

Any breach of these provisions shall constitute a breach of contract, thereupon we may terminate the booking forthwith in which event all moneys paid by you will be forfeited and you may be required to vacate the property.

We reserve the right to repossess the property at any time where damage or nuisance have been caused by you or any member of your party and, in such event, we shall not be liable to make any refund whatsoever.

5. PAYMENT

The full amount of the payment for the rental fee shall be paid on the booking date.

6. CANCELLATION

***** ALL CLIENTS ARE ADVISED TO TAKE OUT PERSONAL HOLIDAY CANCELLATION INSURANCE *****

Any request to cancel a booking must be made to us in writing. Cancellations are permitted until 28 days before the commencement date and any amount paid will be refunded in full. After such date, we will use reasonable endeavours to re-rent the property in respect of the cancellation period. If we are successful, you will be refunded the difference between moneys you have paid less the sums receivable from the re-rental after deduction of all costs and expenses incurred by us, which shall include an administration fee of EUR 50.

7. CHANGES TO BOOKINGS

We will consider any request to change dates after confirmation has been issued. We reserve the right to charge an administration fee of EUR 50 in the event a change of booking is made.

8. BOOKING DEPOSIT

Bookings of Las Pergolas Villa Rural require a damage deposit of EUR 500. You will be required to make this payment by either cash, cheque, bank transfer or card before your arrival at your accommodation. This amount is fully refundable within 2 weeks of your departure, providing the property is left clean and tidy, that there have been no breakages, extra cleaning required, any extra people found to be staying at the property or professional shootings being made. We reserve in any case to recover any extra damage or extra fee in addition to the damage deposit in any of the above circumstances. In particular, professional shootings not agreed in advance will be subject to an additional fee equal not less than the higher of: (i) 150% of the booking fee; and (ii) EUR 4,000.00.

9. CONFLICT

In the event of any conflict between these booking conditions and any other contents of any brochure or website, these conditions shall prevail.

10. DISCLAIMER

Please be forewarned that it is possible to catch computer viruses by accessing a web page or by downloading or running an infected program. Whilst we have taken steps to ensure that the pages on this web site are free from infection, such is the nature of the Internet that no assurance can be given that the pages of this web site are indeed free from infection.

11. PRIVACY

By entering into a Contract, you acknowledge and accept the privacy notice attached.