

# Terms and Conditions

**1. BOOKING** We can only confirm a booking upon receipt of the relevant holding deposit and signed booking form. A contract will exist only from the time we issue our confirmation of your booking. Any payment(s) received (by cheque or cash) are subject to these conditions, and cancellation for any reason will also be subject to these conditions at all times. Any accommodation booking is only for the use of the clients named or numbered on the booking form, and any subletting, sharing, over occupation or assignment is prohibited. If for any reason we have to cancel your booking, we will, in full and final settlement, refund all amounts paid to date.

Entry and departure to/from the property is strictly as per the dates stated on the booking form [entry time 4.00pm/departure time 10.00am].

Failure to depart on time will be a breach of the contract, and can result in the client being charged one extra week's rental.

**2. COMPLAINTS** Any complaints regarding the accommodation must be advised to us within 48 hours of your first arrival. These complaints must be itemised, and presented in writing to us. We will be unable to accept any subsequent claims unless this procedure is carried out in full compliance as stated above.

**3. PAYMENT BALANCE** Any outstanding balance is due for payment 8 weeks before the date of departure. A reminder will be sent prior to the due date, but we cannot guarantee receipt. It is the responsibility of the party leader to ensure the final payment is made by the due date. If payment were not received on time, we would endeavour to contact the party leader to request the payment. However if payment was still not forthcoming within 5 days of the due by date, or it was indicated that payment would not be forthcoming, we would have no alternative, and shall be entitled to cancel the booking and retain the holding deposit without notice.

**4. LATE BOOKINGS** For bookings within 8 weeks of departure, you are required to convey the full payment and signed booking form immediately. This booking would then be subject to written confirmation.

**5. SECURITY & SAFETY** All baggage, money and personal possessions remain at all times and in all circumstances at the owners (the clients) risk. Suitable insurance cover should be purchased to protect any items of value. The owners cannot be held responsible for any accident or injury howsoever caused to any occupier or visitor to the property. All such persons are advised to take care that such injury is not caused by equipment. The use of all electrical items is entirely at the discretion of the user, and we will not be responsible for any injury or damage that may be a result of such usage. It is to be noted that proper precautions should be taken in relation to the marble and tiled floors which are common in Spain and it should be ensured that these are kept dry at all times to prevent accidents. All members of the party are advised to take full medical and accident insurance to cover all eventualities and this contract is accepted by the owners on that basis.

**6. SERVICES** We are unable to accept responsibility for any inconvenience caused by disturbance of any kind, and at any time from neighbouring property, land, tenants/clients or animals. Or by the failure of local services for any length of time, such as electricity, water supply, electric or gas equipment. Or for the unavailability of any general amenities, including television (analogue or satellite), swimming pools that may have to be drained and re-filled from time to time, road works or condition of roads. As we have no jurisdiction, we therefore cannot guarantee availability in regard to community pools. It should be noted that the communal swimming pool is not available during the winter months, the usual available period for the pool is April to October, but this is completely at the discretion of the complex President. A guarantee cannot be given to the condition of the BBQ. Views from the property may change from time to time due to happenings/building beyond our control, and cannot therefore always be guaranteed. Any damages/breakage's must be replaced or paid for.

We retain the right to charge for damages/breakages upon your return, if not replaced or paid for at the time of occupancy.

**7. CANCELLATION.** Cancellation of your booking may be given at any time providing that it is made by the person who signed the booking form, and is communicated to us in writing and by recorded delivery. In this event the following percentages of the entire cost of the booking will be charged:

**Days before Departure Amount Charged**

90 days or more holding deposit only

90 - 61 days 50% of total cost

60 - 46 days 75% of total cost

45 - 31 days 90% of total cost

30 - 1 days 100% of total cost

**Adequate insurance should be taken out to protect against cancellation of all booking aspects.**

**8. DAMAGES DEPOSIT** This will be charged 8 weeks prior to rental period and must be supplied with the final payment. It will be refunded once we are in receipt of a satisfactory report on the property, its grounds and neighbouring property from our managing agents and have received keys back from you. All damages/breakages must be replaced or paid for. Damage claims over and above the amount of the damages deposit will be charged to you in full. All claims are completely at the discretion of the owner, who always has the final say on the total claim amount.

We have instructed the managing agents to check that the persons named in the booking contract are those actually occupying the property.

We regret having to reserve this right but unfortunately, the occupation of the property in the past has been abused and we have a legal obligation over the pool and communal facilities.

**Thank you for your co-operation. We hope you enjoy your stay!**

**Casa Bri-Ann**