

Contract N° 2016-04111

Contract Date 10/12/2015

Reservation form



Tenant details

Tenant	Jose Arias	Tel	+5492644555666
E-mail		Mobile	
Address	Libertador 1390 Oeste Capital San Juan - Argentina	Id or Passport	-
_____ Tenant's Signature		_____ Date signed	_____ Place

Accommodation	Arrival	Departure	People
A Demo Villa 4 (Javea)	19/03/2016	09/04/2016	5

Rental price and extras

Qty	Description	Unit price	Total amount
1	Rental amount		10.000,00 €
1	Reservation Costs		Included
1	Reservation Costs		30,00 €
1	Obligatory end Cleaning		Included
1	Baby bed (Cot)		135,00 €
1	High chair		25,00 €
1	cuna extra		25,00 €
Total rent plus additional costs			10.215,00 €

Payments	Date	Amount
First payment	10/12/2015	30,00 €
Second payment	18/02/2016	0,00 €
Payment upon arrival	19/03/2016	185,00 €

A damage deposit of 500,00 € is required.

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Credit Card Authorization Form (*)

Name On The Card	<input type="text"/>	
Type Of Card	<input type="checkbox"/> VISA	
	<input type="checkbox"/> MasterCard	
	<input type="checkbox"/> Other, please specify (**)	<input type="text"/>
Card Number	<input type="text"/>	
Expiration Date	<input type="text"/>	
Security Code	<input type="text"/>	

(**) It is possible that only Visa and/or MasterCard are accepted. If this is the case, we will inform you immediately.

Payments	Date	Amount
<input type="checkbox"/> First payment	<input type="text" value="10/12/2015"/>	<input type="text" value="30,00 €"/>
<input type="checkbox"/> Second payment	<input type="text" value="18/02/2016"/>	<input type="text" value="0,00 €"/>
<input type="checkbox"/> Payment upon arrival	<input type="text" value="19/03/2016"/>	<input type="text" value="185,00 €"/>

By signing this form, you authorize us to charge your credit card for the payments checked above.

Signature

Date

(*) Signing this form is not required if you pay via wire transfer.

Booking Terms and Conditions

1. Definitions

1.1. Accommodation: In the contract described accommodation.

1.2. 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 renter under the agreed booking.

1.3. Booking agent: the letter himself, any intermediary or other independent organisation that handles the paperwork involved in the booking for the letter and takes payment.

1.4. Renter: the person named on the booking form who makes the booking.

1.5. Rent: The total rent as mentioned in the contract.

1.6. Booking: The booking of a holiday accommodation, as described in the contract.

1.7. Booking form: The contract between tenant and letter.

1.8. Letter: the person (owner) or company listed on the booking form that issues the reservation and acts as the representative of the owner.

2. Scope

These Booking Terms and Conditions apply to all booking agreements between letter and renter

3. Establishment of booking agreement

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

4. Changes

Changes to the booking agreement and deviations from these general conditions of sale will be valid only if agreed in writing between the letter or booking agent and the renter. 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 reservation contract, must be received by the booking agent within 3 working days after the reservation is made. Only then the reservation can be confirmed. The remaining balance must be in the booking agent's possession not later than the date mentioned on the reservation contract. 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. The booking price and any deposits due must be paid in full for bookings made within four weeks of the start of the rental. 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 in Euro per property per week or per day. We reserve 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 on to you as a net amount without surcharges. We do not accept responsibility for typographical errors in the brochure or pricelist. If the increase occurs within three months of receipt of the booking form, the renter will have the right to dissolve the agreement. Amounts already paid will be refunded to the renter in such cases.

7. Dissolution

The agreement will be dissolved (i.e. The booking will be cancelled) if the renter 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 renter may cancel the rental agreement in writing up to 60 days before the start of the rental. The booking agent will retain the deposit of at least 30% if the renter cancels. The renter will owe the full rental price if cancellation occurs within the 60 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. The booking agent can inform you of possibilities for taking out travel and/or cancellation insurance.

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 renter and his co-occupants caused by incorrect use of the rented property. If the renter incurs damage due to deficiencies in the rented property, any liability on the part of letter will be limited to 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 renter

A renter 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 renter will owe the entire rent. If the renter intends to allow more than the permitted number of persons to stay in the rented accommodation, the renter 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 renter must treat the accommodation according to generally accepted standards and vacate the property in a clean condition.

12. Deposit

You should note that accommodation providers typically require a deposit, dependant on the accommodation. The deposit is payable at the time of booking or on the day of arrival, depending on your booking agent and/or accommodation. 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 renter 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 incurred by the owner and/or accommodation provider exceed the paid deposit the renter 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 minimum stay is seven days as a rule. 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 four days or less. For more information you should contact your booking agent.

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 renter 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 renter for extra costs.

14. Documents

Before or at 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 renter 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 majeure, 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 of deficiency at your holiday destination, 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 destination, you should immediately inform the accommodation provider. This will give us an 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 web and in the pricelist 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. To verify 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 holder's reception desk. Bear in mind that you can never have too many towels on holiday, particularly if you have your own private swimming pool on your doorstep. Therefore, we advise you to take your own hand and bath towels with you.

19. Extra facilities

In many cases you can request an extra bed, child's bed, highchair, playpen and similar, provided that you state your 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 an extra €50 per pet on top of the mandatory final cleaning costs.

21. Luxury designation

Our website grades properties according to comfort. The grades denote a property's quality and living comfort.

6 star very luxury accommodation

5 star excellent accommodation

4 star very good accommodation

3 star good accommodation

2 star standard accommodation

22. Construction work

The villas depicted in our brochure and on our website are private properties that belong to various owners and are typically located in large residential districts. The villas are not located in holiday parks, so construction work may occasionally occur nearby. This work is carried out by homeowners or contractors with whom we have no relationship whatsoever and over whom we cannot exert any control. Neither the accommodation provider nor our organisation can be held liable for inconvenience caused by any construction work not commissioned by the accommodation provider.

23. Satellite tv

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

24. Water and electricity

Interruptions to water and electricity supplies are not uncommon in southern European countries. For various reasons municipal and/or regional authorities may decide temporarily to disconnect or reduce distribution. Neither your accommodation provider nor our organisation can be held liable for any damage incurred through such circumstances.

25. Power consumption

A mandatory weekly 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.

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 renter 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 renter to be correct until further notice. Every agreement between letter and renter will be subject to European law.

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