

## Casa Verde - Terms and conditions 2005/6

### contract

If you make a booking with us, a binding contract will come into existence when we issue and send you a confirmation – normally by e-mail and the an Invoice. This contract is governed by the law of England and Wales and the jurisdiction of the English and Welsh Courts. The contract is made with the person named on the Invoice (“the Client” or “you”), who must be over 18, and who is deemed responsible for informing all members of the party about all matters relating to the holiday.

### payment

Bookings will be confirmed on receipt of the appropriate deposit payment. The Invoice will detail the total cost of the accommodation, the deposit due, the security deposit due and payment due dates.

The final payment must be paid six weeks before arrival at the villa. If it is not paid on time we reserve the right to cancel the booking, retain the deposit and apply cancellation charges as described below.

### prices

Our prices are in pounds sterling but we are willing to accept payment in Euro – the price will be computed at the time of booking based on normal market exchange rates.

### cancellation

Any cancellation must be notified to us in writing (this includes e-mail) by the person who has contracted the holiday. If such notification is received more than 42 days before the holiday commencement date, only the deposit will be retained by us. Otherwise, the following charges apply: 21-41 days before, 50%; 15-20 days before, 75%; 14 days or less, 100%.

**Please note that we strongly recommend that all members of the holiday party obtain appropriate travel and personal insurance cover.**

Force majeure: it may in extremis be necessary for us to cancel the accommodation due to circumstances outside our control, for example fire, flood or natural disasters. In such an event we will provide a full refund of all monies paid. In no circumstances shall we be liable for loss or cost associated with such cancellation.

## amendments

If the client wishes to alter or amend the period or dates of the booking, we will do our best to comply with the request. If we are unable to comply with such a request and you need to cancel, the cancellation clause above will apply.

## party size

Under no circumstances may more than the maximum number of persons (including children) as stated in the property description occupy a property, except by prior written agreement with us. Failure to observe this condition is deemed to constitute a cancellation of the booking by the client and we reserve the right to refuse admittance or terminate the booking and apply the appropriate cancellation charges. No pets are allowed at the property.

## responsibilities

The client is responsible for any property occupied and is expected to take reasonable care of it and to leave it in a clean and tidy condition. Any damages are the responsibility of the client, and their cost shall be refundable on demand. Arrival at the villa is after 4pm; departure is by midday, to allow for preparation for the changeover of guests.

## security deposits

A security deposit of £500 is required. We reserve the right to deduct any related charges from this deposit if items are broken or need to be replaced, or if the property is left in an unreasonable state and extra cleaning is necessary. Otherwise the deposit is refunded in full three weeks after the holiday. Clients are kindly requested to replace breakages prior to departure. If the cost any damage is in excess of this deposit, the party leader will be responsible for making good the shortfall together with any costs of collection.

## health

While personal insurance for accident, illness and injury is highly recommended, European Union nationals please note that national health service is provided to them free of charge in Spain. They should bring with them an "E111" form to be able to legally claim this service. In the UK this form is available from Post Offices.

## Problems whilst on holiday

In the event that the client has a problem whilst in the property, he or she should contact our managing agent, Just Property Spain (*click for link*). Tel: +34 660 416 774 office (Spain) or +44 (0) 121 288 1795 (UK).

### liability

We cannot be held liable to accept responsibility for death, bodily injury or illness whilst in the accommodation.

### law & jurisdiction

This contract is governed by the law of England and Wales and the jurisdiction of the English and Welsh Courts.

No-one has the authority orally to vary these terms and conditions or enter into any verbal agreements with the client