

BOOKING TERMS & CONDITIONS

1. The property known as Brisa-Del-Mar, Apartment L140, El Pinar de San Gines, La Azohia, is offered for holiday rental subject to confirmation from Jeff and Pat Häggi (from here on referred to as “the Owners”) to the renter (from here on referred to as “the Client”);
2. To reserve the property, the Client should complete the booking form and pay the initial non-refundable deposit of:
 - a. 25% of the total rent due at time of booking.
 - b. If booking in peak season, i.e., June through August a 50% booking fee is due.

The booking form should be returned to the Owners via email at mail@brisa-delmar.co.uk and payment of the initial deposit made electronically by bank transfer, credit card through PayPal or by cheque in the post. Instructions on how to make payments by cheque will be sent to the Client if required. Following the receipt of the booking form and initial deposit, the Owner will send a confirmation invoice. This is the formal acceptance of the booking and commencement of the binding contract between both parties. English law governs this contract and all matters arising out of it. We both agree that the courts of England will deal with any dispute arising out of or connected with your holiday.

3. The balance of the rent together with the security deposit (see clause 4) is payable 8 weeks before the start of the rental period. If payment is not received by the due date, the Owner reserves the right to give notice in writing that the reservation is cancelled. Reservations within 8 weeks of the start of the rental period require full payment at the time of booking;
4. A security deposit of €200 for the rental period is required in case of damage to the property or its contents. The cost of any damage to the property or to any items in and/or at the property or any service charges incurred by the Client or any member of their party (for example extra cleaning due to smoking on the property) will be deducted from the security deposit at the end of the stay. If the security deposit is not sufficient to cover any damage caused the Client will be responsible for paying the Owner any additional monies required immediately on request from the Owner. In the event of no damage, the security deposit will be refunded in full one week following vacation of the property as soon as the property has been inspected;
5. Subject to clauses 2 and 3 above, in the event of a non-insurable cancellation, refunds of amounts paid will be made if the Owner is able to re-let the property. The Client is strongly recommended to arrange a comprehensive travel insurance policy (including cancellation cover) and to have full cover for the party’s personal belongings, public liability, etc, since these are not covered by the Owners insurance.
6. The rental period shall commence at 3:00pm on the first day and finish at 10:00 am on the last day (unless agreed otherwise). The Owner shall not be obliged to offer accommodation before the time stated and the Client shall not be entitled to remain in occupation after the time stated.
7. The Client agrees to be a considerate tenant and to take good care of the property and to leave it in a clean and tidy condition at the end of the rental period. The Owner reserves the right to make retention from the security deposit to cover the additional cleaning costs if the Client leaves the property in an unacceptable condition. The Client also agrees not to act in any way, which would cause disturbances to those residents in neighbouring properties;
8. The Client and party acquire no rights whatsoever over the property excepting occupation as a holiday let for the period booked. The Client shall not sub-let the

property; Only those persons whose names appear on the booking form may use the property in La Azohia. The number of persons (adults and children) must not exceed the number of sleeping places indicated on the website. The substitution of persons during the rental period is prohibited unless previously agreed. Please note that we do not allow pets on the property.

9. The Client shall report to the Owner (or Owners agent) without delay any defects in the property or breakdown in the equipment. Such as appliances in the property and arrangements for repair/replacement will be made by the Owner or representative as soon as possible;
10. The Owner shall not be liable to the Client:
 - a. For any temporary defect or stoppage in the supply of public services to the property;
 - b. For any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes, or other matters beyond the control of the Owner;
 - c. For any loss, damage or inconvenience caused to or suffered by the Client if the property shall be destroyed or damaged before the start of the rental period. In such event the Owner shall, within seven days of the notification to the Client, refund to the Client all sums previously paid in respect of the rental period;
11. Under no circumstance shall the Owner's liability to the Client exceed the amount paid to the Owner for the rental period;
12. The use of accommodation is entirely at the Clients (user's) risk and no responsibility can be accepted for injury to a user or visitor and loss or damage to the user's or visitors belongings;
13. No responsibility can be accepted for any loss or damage to any motor vehicle or its contents.

Please note that payment of your initial deposit to secure the booking denotes you have read, understood and accepted the Owners Booking Terms & Conditions.