

## Booking conditions Villa in Spain version June 2011

All bookings are made with Villa in Spain. These names are working names of the private owner of Villa Roble 9 at Las Colinas Golf and Country Club. The contract comes into force on payment of the first payment designated bank accounts of Villa in Spain in The Netherlands or Spain. Your payment will be taken as your and your party's acceptance of the following conditions:

### 1. BOOKING

A deposit of 30% of the property rental must be paid. no contract with us will exist until we have received this amount and have subsequently confirmed your booking. Should you later cancel, cancellation charges will become payable in accordance with paragraph 3.

### 2. PAYMENT OF THE BALANCE

The balance of the payment must be paid at least eight weeks before departure. If the balance is not received by us by the due date, we shall be entitled to cancel the booking without prejudice to our claim for cancellation charges, and to retain the deposit. For bookings made within eight weeks of departure date, you will be required to pay the full cost of your holiday at the time of booking.

### 3. CANCELLATION BY YOU

It is agreed between us that should you wish to cancel all or any part of your booking, or that the booking is cancelled by us due to non-payment, then we shall be entitled to the following percentage of the holiday cost.

12 weeks or more before departure Deposit (30%)

12-6 weeks before departure 50%

6 weeks-departure date 100%

Cancellations must be received in writing by us.

### 4. ALTERATIONS / CANCELLATIONS BY US

Though it is unlikely that we will have to make any changes to confirmed arrangements, it does occasionally happen, and we will advise you at the earliest possible date. If for any reason beyond our control we are unable to provide you with the property you have booked, we reserve the right to transfer you to a similar property. However, if this is not possible or you do not wish to be transferred, we will cancel the booking and refund the amount paid to us for the property, but we will not be liable for any cancellation charges for travel arrangements.

### 5. NUMBER OF PEOPLE / REPLACEMENTS

The number of people must not exceed the number of sleeping place indicated in the website. Should the key holder find more persons than those stated, it is totally up to his discretion to ask the clients to vacate the house. Infants (children under 2 on date of return) are not included in occupancy figures. However we limit the number of infants/toddlers up to two. Each extra child and every child over 2 (whether sleeping in a baby cot or not) will be counted as part of the villa occupancy.

### 6. COMMERCIAL USE

Should clients intend to use a villa for any type of commercial use such as photo shoots or filming this should immediately be advised at the time of booking. Such use will only be allowed with the written consent of Villa in Spain, who in turn will implement specific arrangements and stipulations thus imposed by the villa owner. no private parties, weddings, wedding receptions or large gatherings are allowed in the properties without written permission from Villa in Spain. No camping is permitted on the property grounds.

## 7. ARRIVAL AND DEPARTURE TIMES

Clients must arrive between 4 p.m. and 7 p.m. and leave before 10 a.m. on the day of departure. If the client is late, advance notice must be given in writing. In case of flight delays or inconvenient while travelling, clients should contact our office or the local housekeeper. Late arrivals are very difficult to be arranged and the housekeepers may reserve the right of asking for an extra fee, depending on the single case. In any case it is not possible to arrange arrivals after 10 p.m. It is up to the keyholder's discretion to decide whether or not to allow clients to enter the house at times other than those stated. Casa In Italia declines all responsibility in the matter.

## 8. SECURITY AND TELEPHONE DEPOSITS

A security deposit as stated in the price list is payable upon arrival to the keyholder in cash (any currency) or with traveller's checks (duly filled and signed). This is to cover the cost of any damage or breakages during your stay to the property or the contents. This amount, less any applicable claims and costs of cleaning, will be returned to you on the morning of departure. Failure to pay the deposit can result in the keyholder refusing entrance to the house.

## 9. PETS

Pets are generally not accepted by house-owners. If you want to bring one with you, please check in advance if this is possible. If accepted, you will be requested for an additional security deposit and/or adequate insurance.

## 10. COMPLAINTS

We visit and check each property on regular basis and the descriptions in the website or brochure are therefore accurate and made in good faith. However we decline all responsibility for any modifications made by the owners without our knowledge. We also do not accept responsibility for the breakdown of the supply of water, gas nor electrical and telephonic lines, including electronic devices and internet connection, though we will use our best endeavors to arrange for problems to be solved. If you have any problem during your stay which cannot be satisfied by dealing directly with the owner or manager of the property, you should contact us immediately. It is impossible for us to claim compensation from the owner after you have returned from your holiday if you have not recorded the problems with us during your stay. Complaints lodged only at the end of the holiday period will not be taken into consideration. Clients who abandon the house without authorization from Villa in Spain lose all rights to any eventual refund or rebate.

## 11. CLEANING

The property will be clean throughout at the beginning of the rental period and must be left by the tenant clean throughout at the end of the rental period. Tenant is obliged to pay for the weekly cleaning service. The costs will be mentioned in the website as a part of the rental costs. Linen is normally changed once per week. A washing machine is available.

## 12. BEHAVIOUR

The client signing the contract is responsible for the correct and decent behavior of his party. Should the client and his party behave in a manner that is not acceptable by civilized standards, the key holder may ask the client and his party to vacate the house.

## 13. PEOPLE WITH HEALTH ISSUES

People with disabilities or health issues should verify with us the suitability of the property that they are considering. Our properties is in the countryside, and bugs, spiders, wasps and domestic animals are common in rural settings. Please take note of this in case someone in your group has serious allergies.

#### 14. SWIMMING POOLS

Swimming pools are not open all year. If your rental period is outside the period April 30th to November 31<sup>st</sup>, please check with us that the pool is open. Swimming pools are enclosed with fences but there are no lifeguards. Clients' use of the swimming pool is at their own risk. Children must be supervised at all times. Neither the villa owners nor Villa in Spain and its Agents assume responsibilities for use of the swimming pools.

#### 15. HEATING

Heating costs are included in the price. The properties are equipped with hearth and barbeque. Wooden logs and gas bottles are not included in the price. If not cleaned well enough, usage of the hearth and barbeque, additional cleaning costs will be charged after your stay.

#### 16. WATER AND ELECTRICITY

Please note that most of the properties that we offer are purpose-built Mediterranean holiday villas. Water shortages do almost never occur; please use it sparingly during the summer months.

#### 17. INTERNET CONNECTION

Our properties have a free WIFI internet connection. From our experience, when a connection is interrupted due to technical reasons beyond our control, it is unfortunately very difficult, despite our efforts, to receive immediate assistance from some of the internet providers operating in Spain. We therefore strongly suggest that those who need to access their emails should bring their own mobile solution, or a similar portable device. Please note that in any case we cannot accept responsibility for lack of these services (see also item 10).

#### 18. LIABILITY

The liability of Villa in Spain, its owners and the persons for whom Villa in Spain is responsible and/or liable, for damage, including consequential damage (including damage due to delay or lost profits), attributable to it, shall in all events be limited to the the invoice value of the part of the agreement from which the liability ensues.

#### 19. DISPUTES AND APPLICABLE LAW

Any disputes with respect to the agreements entered into by villa in Spain shall be submitted to the competent court in 's Hertogenbosch, the Netherlands. Furthermore, Villa in Spain shall be entitled to submit any dispute with a party being a consumer (i.e. a natural person not acting in the course of a profession or business) to the court having territorial jurisdiction pursuant to the law. If such court is not the court in 's Hertogenbosch and Villa in Spain submits the dispute to the court in 's Hertogenbosch, such consumer may notify Villa in Spain in writing, within six weeks of Villa in Spain invoking this provision, that it wishes the court that has jurisdiction pursuant to the law to decide the dispute.

All agreements entered into with Villa in Spain shall be governed by the laws of the Netherlands.