TERMS AND CONDITIONS OF HIRE FOR RENTAL OF APARTMENT 2E and/or 3E GLADIOLO AT LA RESERVA DEL HIGUERON, SPAIN

1. Contract of Hire
All bookings are accepted by the Tanya & Simon Stevens (hereinafter called "The Owner") and are subject to these conditions which are deemed to have been accepted in full by the hirer and all persons in the party. Bookings can be made by post, email or through the website and would be deemed to be accepted once payment is received by us. However, before releasing keys we respectfully request that you read the following indicating your acceptance by initialling each of the first three pages and then signing at the end of the document on page four.

2. Deposit
A non-refundable deposit of 30% of the total cost is required to secure your booking. Your booking must be made by email, through the website or by telephone (followed by written confirmation) and will be held provisionally for five days or until the full deposit is received by The Owner, whichever is sooner. If your booking is made eight weeks or less before the hire commencement date it must be accompanied by full payment. Should The Owner not receive your payment within five working days then your provisional booking will be released. All payments shall be made by internet bank transfer, electronic bank transfer or sterling cheque.

3. Confirmation of Booking
Your booking is only confirmed on receipt of your deposit and confirmation will be sent to you by either email or post stating the balance cost and due date the final balance is to be paid.

4. Final Payment
The balance will be paid a clear twelve weeks prior to the hire commencement date by internet bank transfer, electronic bank transfer or sterling cheque. If your booking is made eight weeks or less before the hire commencement date it will be deemed provisional for five days or until full payment is received, whichever is sooner. If The Owner does not receive the balance by the seventh week prior to your rental commencement date, The Owner shall be entitled to cancel the booking without prejudice.

5. Form of Payment
All payments prior to your arrival date shall be paid by either internet bank transfer, electronic bank transfer or cheque in UK Sterling, unless otherwise agreed. Bank account details will be provided once the booking form has been received.

Payments made during the apartment hire period shall be paid locally in cash in Euros.

Refund of the £250.00 damage waiver deposit will be refunded to you by either internet bank transfer or cheque in UK Pounds, unless otherwise agreed.

6. Cancellation by Hirer
All cancellations of bookings must be made in writing and notified to and received by The Owner no later than twelve clear weeks prior to the rental period. If cancellation is prior to this deadline the deposit only will be forfeited. If cancellation is less than twelve clear weeks before departure, the full hire cost is to be paid.

7. Alterations and Cancellations by Us
In the unlikely event that a apartment becomes unavailable due to circumstances beyond our control, the hirer will be offered alternative accommodation if available or a full refund of monies paid at that time. In the event that no suitable accommodation can be offered then a full refund of monies already paid for the apartment rental will be refunded. Any refund is restricted to the apartment hire costs and we are cannot be held liable for any cancellation or administration charges for travel arrangements, etc.

8. Amendment Charges
In the event you wish to alter details of a fully confirmed booking within the twelve week period, there will be an amendment charge of £25 per change in addition to any increase, if any, in the cost of the revised arrangement. Confirmation of the amendments must be sent by you to us in writing or by email.

9. What is Included
The apartment rental includes the cost of a weekly delivery of bed linen and towels (one bath towel and one hand towel per guest), end of stay clean, water, electricity, gas, maintenance of swimming pool and garden. Any defects or deficiencies must be reported within 48 hours of your arrival. After this time it will be assumed that everything is in order.

10. What is Not Included
The apartment rental prices do not include personal, travel and cancellation insurance, beach towels, travel, transportation, airport transfers, full resort representation or mid-stay cleaning of the villa. Satellite TV, video, DVD, garden furniture etc are free items, therefore the availability or function of any such item cannot be guaranteed. In most cases satellite transmission will only receive a limited number of channels.

11. Occupancy
Only persons listed on the booking form may occupy the apartment. The apartment cannot be re-let or sublet to any other group/party or individual without the written approval of The Owner.

Under no circumstances may more than the maximum number of persons specified in the apartment description, or booking form, occupy the apartment except by prior written agreement. The Owner, or their representatives, reserve the right to refuse admittance to the apartment to the hirer and their party if they are in breach of this condition.

Generally we do not accept animals to any of our apartment. However, there may be certain exceptions, please enquire. In such cases you must obtain written permission from The Owner.

12. Hirer's Responsibility
The hirer is responsible for taking all reasonable care of the property and its contents. At the end of the hire period, the property and its contents, including all equipment, furniture, utensils, etc must be left clean and tidy which includes the crockery and cutlery cleaned and stored in the appropriate cupboards and ensure that the cooker, oven, fridge and, where available, microwave are all clean. The hirer shall ensure that no member of the party engages in any activity in or around the apartment and swimming pool which may cause damage, offence to the neighbours, pollution to the water or damage to the structure or filtration equipment, this includes unacceptable anti-social behaviour. The hirer shall also ensure that the barbecue is cleaned and that all rubbish is cleared away from the property and placed in the communal dustbins.

13. Damage to Apartment and its Contents
Except in the case of normal wear and tear, the hirer will be responsible for making good any damage to the apartment or its contents which has occurred due to negligence, wilful damage or irresponsible behaviour on the part of those occupying the villa or their guests. Such damage must be immediately reported to us or our representatives. The cost of the replacement or damage must be paid for by the hirer to The Owner. A figure of £250.00 (unless otherwise advised) is held against damage to the property, furnishings, excessive cleaning requirements or unnecessary call-outs, including those outlined in section 12. above.

14. Rights of Access
The Owner, their representatives or their sub-contractors have the right of access to the villa at any time with due regard to the convenience of the hirer for the purpose of linen changes, inspection of the property and to carry out any essential or routine repair or maintenance work.

15. Responsibilities
Neither The Owner or their representatives can be held responsible for any circumstances beyond their control including, but not limited to, mechanical breakdown, illness, swimming pool maintenance, emptying of swimming pool for necessary maintenance, failure of any public service supply. The hirer responsible for booking undertakes that no person will suffer anything to be done which would endanger the policy of the apartment

owner's insurers in respect of the apartment and its contents which might make the same void or voidable.

16. Injury Loss and Damage
The use of the accommodation is at the visitors risk and no liability will be accepted by The Owner for any loss or damage of belongings, personal injury or death however incurred. Your insurance company will be best placed to advise you on these matters.

17. Accuracy of Information
The Owner takes a great deal of care to work to make sure that the information and photography contained in this website to the best of our knowledge is correct. However the apartment is privately owned and therefore from time to time The Owner may make changes in our home to details like decoration, furniture and fittings. All information supplied by us is given in good faith and is based upon information available at the time. All reasonable measures have been taken to ensure accuracy, but The Owner and their representatives are not liable for any variation however caused.

18. Apartment Arrival and Departure Times
The apartment will be available for occupation from 4.00pm local time on the day of arrival and must be vacated by 10.30am on the day of departure, unless otherwise agreed in writing by The Owner.

19. Keys, Directions and Local Contact Numbers
Detailed instructions for key collection and directions to the apartment will usually be sent one week prior to the rental commencement, together with a local contact telephone number of a representative working on behalf of the property owner should you have any problems whilst at the apartment.

20. Complaints
In the unlikely event that you have a complaint about the apartment or its contents whilst on holiday, it must be reported immediately to The Owner or their representatives who will take reasonable steps to resolve the matter on behalf and in liaison with the owner of the property.

21. Building Work
In the event of building works taking place by local authorities, private developers or neighbours, it is important to note that The Owner is not responsible for such work, is unable to stop such work taking place or unable to control the level of noise, neither can The Owner be responsible for any building works that take place during a holiday.

22. Force Majeur
The Owner regrets it cannot accept liability or pay any compensation where the performance or prompt performance of its contractual obligations is prevented or affected by 'force majeur'. In these Terms and Conditions of Hire, 'force majeur' means any event which we or the supplier of the service(s) in question could not, even with due care, foresee or avoid. Such events may include, but are not limited to, war, threat of war, civil commotion or strife, hostilities, strikes or other industrial disputes, natural disasters, fire, acts of God, terrorist activities, quarantine, epidemics, weather conditions, government action or other events outside our control.

23. Law and Jurisdiction
This agreement shall be governed by the laws of Spain to which both parties expressly submit.

24. Insurance
The apartment hire cost does not include any personal insurance cover of any kind. It is strongly recommended that adequate personal accident and medical insurance is taken out as sensible at any time during foreign travel.

25. Carbon Footprint Reduction
In order to limit unnecessary harm to the environment and to help keep electricity usage costs at sensible levels, The Owners politely draw your attention to the following:

(a) Air conditioning

The visitor and or his/her party are respectfully requested to:

Be mindful of economy when using the air conditioning. These units use **HUGE** amounts of power so please only switch on individual ones **WHEN NEEDED** and ensure that, when leaving the apartment during your stay, **ALL THE UNITS ARE SWITCHED OFF**.

Note that approximately **3-5 MINUTES** after turning each air conditioning unit on, it will bring the room temperature down to the desired level.

Please also ensure that when the air conditioning units are working **ALL DOORS AND WINDOWS** are closed, otherwise the compressors may become damaged.

(b) Lighting
The visitor and or his/her party are respectfully requested to:

Please ensure that all indoor and outdoor lighting around the apartment is switched off **AT NIGHT BEFORE RETIRING.** In addition to unnecessarily burning-up excessive power, lights left on at night will attract many unwelcome insects and mosquitoes.

Please make sure to turn off lights before leaving the apartment and check in the morning to ensure that outdoor lights have not been left on (it's not always easy to see in the bright sunshine).

When you depart at the end of your holiday please have one final check to see that both the air conditioning and lighting (especially outside on the balconies) are all switched off.

I accept and agree to the above Terms and Conditions.

Full Name:.....

Signature:..... Date:.....