

## The Apartment Calahonda Holiday Rental Agreement:

This Agreement is made on xxxxxxxx

Between **Michael James** (hereinafter referred to as the 'OWNER'), address at Calle Artoni 3, Sitio de Calahonda, Mijas Costa, Malaga, 29649, **of the first part**;

And the Holiday Rental Client: (hereinafter referred to as the 'CLIENT')

For the Holiday Rental of The Apartment, Calle Artoni 3, Sitio de Calahonda, Mijas Costa, Malaga, 29649 (, hereinafter referred to as the 'PROPERTY');

**Arrival Date:**

**Checkout Date:**

**Lead client name:**

**Lead client tel no:**

### Basis of Agreement

'OWNER' promotes the above property for short term holiday letting purposes.

The term 'CLIENT' shall be deemed to apply to every member of the party booked to occupy the 'PROPERTY' during the applicable holiday period.

Whereby it is agreed by both parties that the following Terms and Conditions shall apply:

### Property descriptions

'OWNER' takes all reasonable precautions to ensure that the descriptions and rental prices of the property or services shown on their website <http://www.theapartmentcalahonda.com> are accurate. However, errors do occasionally occur and 'OWNER' reserves the right to alter descriptions or prices if necessary, whereupon the 'CLIENT' shall be notified and given the option of accepting such alterations.

### Prices

All prices for 'OWNER' rental properties and associated services are in Euros, and the 'CLIENT' agrees to remit all payments to 'OWNER' in Euros unless previously agreed that 'OWNER' is happy to receive payment in a different currency.

The price to the 'CLIENT' for the rental period of any selected property shall include:

Occupation by the 'CLIENT' for the period and times booked of the selected 'PROPERTY' as detailed on the website <http://www.theapartmentcalahonda.com>.

Normal pre-arrival and post-departure cleaning and laundry services including a set of clean linen and bathroom towels (including beach towels) per named guest, with a clean linen change each subsequent week of occupation.

Utility charges, such as electricity, gas and water charges.

For the avoidance of any doubt, the prices shall not include:

flights, car hire, transport to and from the airport ,travel insurance

'OWNER' can supply the 'CLIENT' with a Malaga Airport transfer service, which can be booked by calling on 0034 667204629 or by email on [info@theapartmentcalahonda.com](mailto:info@theapartmentcalahonda.com) and be paid for by the 'CLIENT' upon arrival, in cash (Euros only).

The price for such transfer service is 50 Euros each way.

### Bookings procedure

An initial non-refundable booking deposit of 25% of the total rental price shall be required by 'OWNER' to confirm the booking by the 'CLIENT'. The balance of the rental price shall be required no later than 42 days (six weeks) before the commencement of the rental. If the balance is not paid by the 'CLIENT' by the due date, the Agreement shall be deemed to be cancelled and the booking deposit forfeited. In the case of a booking made for a holiday rental within 42 days, 'OWNER' shall require immediate and full payment from the 'CLIENT'.

### **Security deposit**

Upon arrival at the 'PROPERTY', the 'CLIENT' may be asked to provide a copy of their passport or full driving licence as proof of identity, as well as details of a valid credit card from which the number will be taken as a form of security deposit.

The 'CLIENT' may also be required to sign an Agreement authorising 'OWNER' to debit from the nominated credit card, any agreed applicable deductions in respect to any additional cleaning or laundry or damages, or any other services the 'CLIENT' may have requested during the holiday, including the cost of any client-generated emergency call-outs or lost keys.

Should the 'CLIENT' not have a valid credit card, the 'CLIENT' may be asked to provide a cash payment in Euros as the security deposit, representing 25% (twenty five percent) of the total holiday rental price, or an amount of 300€ (three hundred Euros) for the apartment rental, whichever is the greater, for which the 'CLIENT' will be given a receipt.

### **Upon departure**

Upon the departure of the 'CLIENT' from the 'PROPERTY' at the end of the rental period, the 'CLIENT' agree that the 'PROPERTY' shall be left in exactly the same state and condition that the 'CLIENT' found it upon their arrival, with the exception of the linen requiring to be laundered and the property requiring to be cleaned as a result of normal usage. In the event that extra cleaning and laundry is required as a result of extraordinary or inappropriate usage, such excess cleaning and laundry charges shall be deducted from the security deposit either in cash or from the nominated credit card of the 'CLIENT'.

In addition, upon completion of the post-departure inventory check by 'OWNER', for which the outcome shall be deemed conclusive, should any damage or breakages have occurred to the property or its contents, or any inventory be found missing, the 'CLIENT' will be advised of the value of such damage or losses, and this sum shall be deducted within 10 days from their nominated credit card, including the prevailing credit card charge of 'OWNER', up to a maximum of 100% of the value of the holiday rental price.

Any cash security deposit shall be held by 'OWNER' until 30 (thirty) days after the completion of the rental. Any applicable deductions shall be made for damage to the property or contents, missing inventory, additional cleaning or laundry or any other requested services, excess cleaning or laundry charges, and any client-generated emergency call-outs or lost keys. Should the cash security deposit not cover any or all of the above circumstances then the 'CLIENT' shall immediately and in full re-imburse 'OWNER'. The balance remaining of any cash security deposit shall be repaid to the 'CLIENT' via transfer to a nominated bank account, for which the 'CLIENT' agrees to accept the charges.

### **Cancellation**

In the event of a cancellation for any reason whatsoever by the 'CLIENT', the 'CLIENT' must immediately notify 'OWNER' by telephone and confirmatory email. The email received date shall be deemed to be the date when such notice is received by 'OWNER'. In the event of cancellation, the initial booking deposit is not refundable in any circumstances. Thereafter, the following charges shall apply to the full price of the accommodation:

More than 42 days - Initial booking deposit forfeited

Between 42 and 0 days - 100% of balance forfeited

The CLIENT is not freed from the responsibility of full payment between 42 and 0 days from the commencement of the rental period due to personal circumstances or force majeure (war, strike, block, catastrophe of nature, travel restrictions, Act of God, etc.) preventing the CLIENT from exercising the use as per rental agreement. OWNER can immediately annul the rental agreement if the holiday home is not available due to force majeure without refund.

### **Changes**

In the unlikely event that 'OWNER' needs to change the accommodation booked by the 'CLIENT', 'OWNER' shall notify the 'CLIENT' and shall offer to provide other accommodation of the same or higher standard, which the 'CLIENT' has the right to refuse, in which case all monies received from the 'CLIENT' in relation to the original property booked shall be refunded, in full and final settlement of any claims by the 'CLIENT'.

'OWNER' reserves the right to make changes or modifications to this Agreement in the light of alterations to their standard trading practices or methods of operation. Such changes shall be notified to the 'CLIENT' in writing. Any other changes or modifications of a material nature proposed by 'OWNER' to this Agreement shall be notified in writing by 'OWNER' to the 'CLIENT' and must be agreed by both parties.

### **Keys**

Should the 'CLIENT' fail to return, or lose, a set of keys then a replacement charge shall be levied at the rate of 12.50 Euros per key.

### **Occupancy**

The 'CLIENT' must provide the names and passport/identification numbers of all occupants of the property during the rental period at the time of booking. No person, other than those whose details are included on the booking form, shall occupy the property at any time. Properties are available for occupancy from 4pm on the day of arrival and must be vacated by 10 am on the day of departure. Pets are not allowed unless specified on the property details.

### **Emergencies**

In the event that a 'CLIENT' loses the key(s) to, or is locked out of, the 'PROPERTY', or has a similar client-generated emergency, and requires the telephone assistance of 'OWNER', or a representative of 'OWNER' is obliged to visit the 'PROPERTY' to supply an additional set of keys or to resolve the problem, the 'CLIENT' shall be responsible for such call-out charges, and/or key replacement costs.

'OWNER' will provide the 'CLIENT' with an emergency telephone number which is available in cases of genuine emergency, between the hours of 6pm to midnight, and 8am to 10am on normal working days and between 8am to midnight on Saturdays (during Winter months), Sundays and Bank Holidays.

### **Liabilities**

'OWNER' shall not be responsible, nor be held in any way liable, for the following occurrences and no compensation shall be forthcoming from 'OWNER', and no deductions shall be permitted from the rental price, in the event of such occurrences:

Closing of swimming pool or cessation of any other facilities, published or otherwise, by the community of owners or the particular owner of the rental property (although, in the event of such occurrence prior to the holiday period, the 'CLIENT' shall be notified and given the opportunity to either change accommodation and/or holiday dates, or cancel the booking)

Any water or electrical cuts, defects or breakdown of any equipment or appliances in the property (although, upon notification of the problem by the 'CLIENT', 'OWNER' shall endeavour to restore or replace such service or item within a reasonable time);

Existence of any insects, vermin or other animals within the boundaries of the 'PROPERTY' (although, upon notification by the 'CLIENT', 'OWNER' shall endeavour to eradicate such problem within a reasonable time);

Any noise or disturbance originating beyond the boundaries of the 'PROPERTY';

Any loss or damage to property belonging to the 'CLIENT' or guests of the 'CLIENT' howsoever caused;

Any injury to, illness, or death of the 'CLIENT', or guests of the 'CLIENT', howsoever caused.

### **Insurance**

The 'OWNER' strongly recommends that the 'CLIENT' must have an adequate and fully comprehensive travel insurance policy.

### **Disposal or Subcontracting of Rights**

This Agreement is personal to the 'CLIENT' who may not assign nor dispose of their rights hereunder nor subcontract nor otherwise delegate any of their obligations without the express written consent of 'OWNER'. Whilst accepting full responsibility for its obligations at all times under the terms of this agreement, 'OWNER' reserves the right to subcontract services to associated companies where necessary in order to fulfil those obligations to the 'CLIENT'.

### **Termination**

This Agreement shall be terminated forthwith if the 'CLIENT' commits a breach of any of the provisions of this Agreement. In the event that this Agreement is terminated, 'OWNER' may at its sole discretion withhold any monies due to 'CLIENT' to meet any potential claims made against the 'CLIENT' or 'OWNER'.

### **Acceptance of Terms and Conditions**

The 'CLIENT' confirms that they have read and accepted the Terms and Conditions applicable to this Booking by either signing below or by proceeding to pay in full the required rental amount for the above named property.

The OWNER

The CLIENT