

BOOKING CONDITIONS for TORROX PARK PENTHOUSE STUDIO/APARTMENT

1. The property known as **THE PENTHOUSE** (the 'Property') is offered for holiday rental subject to confirmation by **BRIAN AND SARA THORLEY** (the Owner) to the renter (the Client)
2. To reserve the 'Property', the client should complete and sign the booking form and return it together with the payment of the initial non-refundable deposit (50% of the total rent due). Following receipt of the booking form and the deposit, the Owner will send a confirmation invoice and letter.
3. The balance of the rent is payable not less than eight 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. The Client will remain liable to pay the balance of the rent unless the Owner is able to re-let the 'Property'. In this event, clause 6 of these booking conditions will apply.
4. Any chargeable expenses arising during the rental period should be settled locally with the Owner's representative before departure from the property.
5. A security deposit of **£200 or 300 euros** is also payable with the balance' and this is required in case of, for example, damage to the 'Property' or its contents or excessive cleaning where the property is not left in the condition that it was found. However, the sum reserved by this clause shall not limit the Client's liability to the Owner. The Owner will account to the Client for the security deposit and refund the balance within two weeks after the end of the rental period.
- 6 .Subject to clauses 2 and 3, in the event of a cancellation, refunds of amounts paid will be made if the Owner is able to relet the 'Property' and any expenses or losses incurred in doing will be deducted from the refundable amount. **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 Owner's insurance.**
7. The rental period shall commence at 4.00 pm on the first day and finish at 10.00 am on the last day. 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.
8. The maximum number to reside in the 'Property' must not exceed **2** unless the Owner has given written permission.
9. 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. Although a final clean is included in our prices, the Owner reserves the right to make a retention from the security deposit to cover 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 disturbance to those resident in the neighbouring properties.
10. The client shall report to the Owner's representative without delay any defects in the 'Property' or breakdown of the equipment, or appliances in the Property .
11. The Owner shall not be liable to the Client :
 - for any temporary defect or stoppage in the supply of public services to the 'Property', nor in respect of any equipment or appliance in the 'Property'.
 - 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.
 - for any loss, damage or inconvenience caused to or suffered by the Client if the 'Property' shall be destroyed or substantially damaged before the start of the rental period and in any such event, the Owner shall within seven days of notification to the Client, refund to the Client all sums previously paid in respect of the rental period.
12. Under no circumstances shall the Owner's liability to the Client exceed the rental paid to the Owner. .
13. Electricity is included for lettings.
This contract shall be governed by Spanish law in every particular including formation and interpretation and shall be deemed to have been made in Spain.
Any proceedings arising out of or in connection with this contract may be brought in any court of competent jurisdiction in Spain.