



Booking Contract

General

These terms and conditions (the “Booking Contract”) are between and shall bind the property owner or manager (“we”, “us” and “our”) and the holidaymaker(s) who book our property (the “Property”) through one of our websites or affiliates (the “Website”). Each such booking is referred to in the Booking Contract as a “Booking”. References to “you” or “your” are references to the person making the booking and all members of the holiday party.

Any Booking is subject to the Booking Contract. This Booking Contract and our confirmation email contain the entire agreement between us and you and forms the basis of your agreement with us so please read them carefully. Nothing in this Booking Contract affects your usual statutory rights.

The payment facilitator used by us on your Booking will be Stripe Payments Europe Ltd (“Stripe”), which is registered in Dublin, Ireland and has its registered office at 1 Grand Canal street Lower, Dublin 2, Co.

For the avoidance of doubt, you acknowledge and agree that the provider of the Property is us and not Stripe.

Making your Booking

There are two ways in which a Booking can be made by you. Either you can:

- book a Property with us by making the payment specified in the initial quote provided to you by us via the Website (the “Quote”) once we have accepted your booking request. The Booking shall be made and this Booking Contract shall be effective once the Initial Deposit (as defined below) or full payment has been received by us and you have received an email confirming the Booking and including the Cancellation Policy (as defined below); or
- issue us with a booking request form via the Website (“Booking Request Form”) and pay the full payment or Initial Deposit for the Property. The Booking shall be made and this Booking Contract shall be effective when we have received the full amount payable for the Property or the Initial Deposit.

If the Quote or Booking Request Form requires that you:

- make a payment in full, then you must pay the full amount for the Booking and the card payment fee to Javea Holidays by the due date; or
- pay an initial deposit (the “Initial Deposit”) followed by a balance payment (the “Balance”), then you must make both payments to Javea Holidays within the specified time periods.

You shall be required to pay the applicable damage deposit (the “Damage Deposit”), cleaning fee and/or any other fees (“Other Fees”) as set out in the email confirmation as part of your payment in full or your Balance payment (as applicable).

You should carefully check the details of the Quote or Booking Request Form before making any payment to Javea Holidays regarding your Booking, as well as the confirmation email and inform us immediately of any errors or omissions.



Paying for your Booking

Where you have only paid the card fee and an Initial Deposit, you are required to send to Javea Holidays your payment for the Balance and you may be required to pay the Damage Deposit and/or Other Fees within a certain period prior to the arrival date specified in the email confirmation (the "Arrival Date"). If you fail to make the balance payment due to us on time, we shall be entitled to treat your Booking as cancelled by you and the Cancellation Policy (as defined below) shall apply.

If you cancel or amend your Booking

If you need to cancel or amend your Booking you must write to us or email us as soon as possible. A cancellation or amendment will not take effect until we receive confirmation from you. The cancellation policy described in your email confirmation ("Cancellation Policy") applies to your Booking and we will refund any amounts due to you in accordance with the agreed Cancellation Policy.

If in the event that:

- any Balance required from you is not paid in accordance with the timeframes set out in the Cancellation Policy; or
- you do not arrive at the property within **24 hours** of your arrival time without notifying us, then we shall be entitled to treat your Booking as being cancelled by you and the Cancellation Policy shall apply.

If we cancel or amend your Booking

We would not expect to have to make any changes to your Booking once it is agreed between you and us, but sometimes problems occur and we do have to make alterations or, very occasionally cancel Bookings.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your Booking. If we cancel your Booking, we will refund you any fees you have already paid. However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

The Property

The property will not be available for occupancy until **16:00 hours** on the day of arrival, although every effort will be made for it to be ready as early as possible, subject to cleaning and preparation being complete. At the end of your stay, the property must be vacated by **10:00 hours** unless a later departure has been agreed in advance with us.

If your arrival will be delayed, you must contact the person whose details are given on the booking confirmation email so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival, we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you for fees already paid to us. Please see the Cancellation Policy for further details.

In the event of arriving to your property and finding any faults, problems or damage, you must make us aware within **24 hours** of your arrival, and you are obliged to give us the time necessary to resolve the problem. If no such notice is given or received within the specified time frame, we reserve the right to recover the costs of repair or replacement from your security deposit following your departure.



Your Obligations

You agree to comply with the regulations set out in any property manual at the Property and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition.

You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

You agree to take all necessary steps to safeguard your personal property while at the Property. You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

You cannot allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property, nor can you take your pet into the Property unless permitted by us in writing in advance. If you do so, we can refuse to hand over the Property to you or can require you to leave it. We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for any fees already paid to us in those circumstances. Any refund will be at our sole discretion.

You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs, in an emergency or to ensure you are complying with this Booking Contract.

You agree to pay on arrival to our offices, a fully refundable damage deposit of **250,00 €** for apartments, townhouses and/or **350,00 €** for villas or penthouses. Payment will be required on arrival and taken on a credit/debit card as a normal sale transaction. Following your departure and successful property check, the damage deposit will be refunded to the same card from which it was paid within 5 working days. Should the property fail the inspection you will be notified in writing within 7 days and costs of repair/replacement will laid out clearly.

For the avoidance of doubt, we will not be liable to refund you for any fees you may have paid to any third party in connection with payment of your security deposit or refund any difference due to a fluctuating exchange rate between your arrival and departure dates.

Winter Rentals / Long Let – 1+ Month(s) (01 November – 31 March)

In the winter months or 'off-season' - longer term duration rentals (30+ nights) are available on monthly tariffs which do not include utility bills. These bookings require a fully refundable damage deposit of **750,00 €** for apartments and **1,000.00 €** for villas. Payment will be required on arrival and taken on a credit/debit card as a normal sale transaction.



Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If, however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve problems properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence at the Property.

If any complaint cannot be resolved during your holiday, you must write to us or email us with full details within 21 days of the end of your Booking.

For the avoidance of doubt, you shall always contact us if you have any complaint in relation to your Booking or the Property.

The properties that we let are private dwellings, rather than tourist residences. They therefore reflect the personal taste of the owners and, in some cases, also the culture, traditions, and standards that make each property distinct. It is possible that such differences may result in minor inconveniences which cannot be accepted as complaints. Please be aware that windows and patio doors in Spain are not necessarily fitted with safety glass.

Limit of Liability

Our maximum liability for losses you suffer as a result of us acting in breach of this Booking Contract is strictly limited to the amounts received by us in relation to your Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaching this Booking Contract. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.

For the avoidance of doubt, we shall not be liable to you or responsible for:

- any issue between you and any third party regarding the Booking;
- any failure in relation to any payments due to the failure of a payment solution provided by a third party; and
- the rejection of any payment of yours by a third party payment solution provider.

We promise to provide the accommodation facilities that you have booked, and perform the services contracted, with reasonable skill and care. We do not accept responsibility for death, personal injury, or any failure or deficiency in respect of your accommodation arrangements that are not caused as a direct result of any fault on our part, nor for failures to local power and water supplies. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.



Law and Jurisdiction

This Booking Contract (including any non-contractual obligations arising under or in relation to this Booking Contract) between you and us is governed by Spanish law and we both agree that any dispute, matter or other issue which arises between us will be exclusively dealt with by the Courts of Spain.

Miscellaneous

You may not transfer your Booking or any rights and responsibilities under this Booking Contract to any other person, without our prior written consent.

We reserve the right of access to the property at any time without prior notice, in the event of complaints being received or police, fire and ambulance services being called to the property.

We do not permit pets or animals at any property unless arranged and agreed in writing in advance. There may be an extra charge in cases where such an arrangement has been made.

Some of our properties offer TV with a variety of multi-language speaking channels, transmission being obtained by various means, according to local facilities and laws. Due to circumstances such as distance, methods of transmission, satellite positioning, signal strength, on occasions weather, and local licence procedures, we do not guarantee the availability of these facilities, although we will always do our best to restore any failures that may occur.

If at any time any part of this Booking Contract is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

This Booking Contract, together with the Cancellation Policy and our confirmation email contain the entire agreement between us and you relating to the Booking and shall supersede any previous agreements, arrangements or discussions between you and us, whether oral or in writing.

No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between you and us prior to receiving the confirmation email except as expressly stated in this Booking Contract. Neither you nor we shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Booking Contract (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Booking Contract.

We will not be in breach of this Booking Contract, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire, explosion or accident.



Summary Table

1. Booking deposit.	30% of total amount, and non-refundable once paid.
2. Balance paid before holiday.	6 weeks (42 days) prior to arrival. Non-refundable once paid.
3. Late bookings > within 6 weeks*.	Full payment required, and non-refundable once paid.
4. Cleaning costs Included.	Property cleaned before and after your stay.
6. Laundry costs included.	Laundry of bed linen and towels.
5. Towels provided.	Hand/bath/kitchen towels supplied weekly (excluding beach towels).
6. Bed linen provided.	Fresh bed linen/towels supplied weekly.
7. Mid-Stay Clean (Apartments or Townhouses).	Available at an extra charge.
8. Mid-Stay Clean (Villas).	Included in the total cost.
8. Low season bookings of 1+ months.	Prices exclude laundry, water, gas and electricity costs which are settled prior to departure and based on meter readings.
9. Damage deposit payable on arrival.	Amount taken on a credit or debit card as a normal sale transaction and refunded to the to the client within 5 working days, less deductions for damages (including stained bed sheets or towels), breakages, and/or loss of keys.
10. Cancellation policy for long lets.	100% refund up to six months prior to arrival date. 50% refund up to three months prior to arrival date.
11. Animals	In properties where animals or pets are permitted please note that an additional cost may be applied to the security deposit, and that any additional cleaning or laundry costs required due to hair or odours will be taken from the security deposit.