

GENERAL TERMS AND CONDITIONS

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I. INTRODUCTION

The terms and conditions of rental booking are an integral part of the contract between the client, hereafter 'you', 'your' or 'yours', and

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, hereafter 'we', 'us', 'our' or 'ours', and therefore the signature of this contract implies acceptance of each and every one of these terms and conditions.

Formulating a rental request through the Abahana Villas, S.L. booking centre also implies the acceptance of the specific terms and conditions of each accommodation.

The agency Abahana Villas, S.L. offers - directly and through several collaborating agencies (administrators) – tourist accommodation rentals.

II. PRICES

The published prices for villas and apartments are always per week and in accordance with our lists. In principle, minimum stays are seven nights, entering on a Saturday and

leaving the following Saturday. In mid and low seasons, clients may choose another day to enter and leave, and in some cases, it may be possible to book shorter stays.

Prices include the provision of the fully equipped accommodation, the different charges and fees inherent to the house (VAT, local taxes, service charges or tourist taxes if applicable), maintenance and cleaning of pools and gardens.

Prices do not include contract expenses or cancellation insurance, which is optional but strongly recommended.

Additional expenses such as the final cleaning, household linen (sheets and towels), air conditioning, heating in the winter and other expenses such as extra beds, cots, baby chairs, supplementary charges for pets, weekly bed linen changes and any other charges that may appear on the booking, may or may not be included in the price, depending on each accommodation.

In any case, any of these additional expenses will be indicated in the booking contract-voucher, as well as their exact cost.

III. BOOKING AND PAYMENT

The booking and contract is made out to end clients, us not being liable for any damages derived from the loss of business profits.

Rental bookings may be formalised in writing, by telephone, by fax or via the Internet.

You will receive a confirmation of the booking, together with a booking contract-voucher. Depending on the accommodation chosen, this contract should be returned duly accepted and signed by you.

The method of payment may be via bank transfer, credit card (Visa or MasterCard), money order or cash. Bank and holiday cheques are not accepted.

We will usually request an advance to be paid into our account within a maximum term of seven days, which will act as confirmation of the booking and the subsequent acceptance of the general and specific terms and conditions. The remaining balance must be paid in accordance with the rental contract-voucher.

It is normal to ask for the full amount of any booking made less than sixty days prior to the start of the rental period or to request the full payment, exclusively in cash, to

be made on handing over the keys.

In case of failure to comply with the established terms, the booking may be cancelled automatically with no prior notice. See specific terms and conditions of accommodation.

IV. CANCELLATION INSURANCE

Clients may contract a booking cancellation guarantee for a percentage of the booking, which may vary depending on the accommodation, and which covers possible cancellations for reasons of force majeure (work layoff, accident, illness or death).

In any of these cases, proof of the reason must be sent by certified post. The date of reception of this communication will determine any cancellation expenses. If a client decides to cut short his or her stay unilaterally for any reason, no reimbursement will apply.

See specific terms and conditions of the accommodation.

V. GUARANTEE DEPOSIT

A deposit is required, which may vary depending on the accommodation. This deposit is used as a guarantee of the proper use of the home, the conservation of the furniture and items in the house, and

conditions of use and leaving.

Said amount shall be paid via credit card on the day of your arrival and shall not be debited at any time from your account save for failure to comply with these terms and conditions.

The printed deposit form will be returned a week after the end of your vacations via registered post, after having inspected the state of your holiday home.

See specific terms and conditions of the accommodation.

VI. HANDING OVER THE KEYS AND LEAVING THE PROPERTY

The keys will be handed over at the address, date and time indicated in the booking contract-voucher.

Should clients arrive outside these hours, on public holidays or a Sunday, they must contact the receiving company in order to coordinate the handover of keys. In these cases it is normal to be charged a supplementary fee.

After 48 hours without having received any news from the client, we will consider the booking cancelled, with no right to any kind of reimbursement.

The accommodation will be left before 10 am, in the same state as it was handed over, tidy and with no accumulated rubbish. If this is not the case, clients will be charged a supplementary fee,

or in serious cases, they will lose their deposit.

See specific terms and conditions.

VII. TERMS AND CONDITIONS OF USE

The number of persons per accommodation may not exceed the capacity stated on the booking contract-voucher, not even during the stay. It is also not possible to change the identity of more than fifty per cent of the people who have started the stay.

Many owners do not allow parties at their homes, or groups of people that only include under-25s of the same gender. In these cases, the booking must bear our authorisation for this purpose in writing.

In addition, pets are only allowed if expressly authorised on the booking contract -voucher.

Final cleaning does not include dishes, cutlery and kitchen utensils, or taking the accumulated rubbish to the nearest rubbish containers.

Clients must allow access to the agency or authorised personnel during their stay to check compliance with these obligations.

The agency reserves the right to cancel the rental in case of reasonable doubt regarding the possibility of clients causing serious damage to the property.

Non-compliance with the conditions of use

and/or leaving will lead to the automatic cancellation of the contract and to the loss of the guarantee deposit. See specific terms and conditions.

VIII. ALTERNATIVE ACCOMMODATION OR CANCELLATION OF THE CONTRACT

Abahana Villas, S.L. reserves the right to provide an alternative to the accommodation chosen, with similar characteristics, in case of serious unforeseen circumstances. In cases of force majeure Abahana Villas, S.L. may cancel the contract, reimbursing the total amount paid.

IX. OBLIGATIONS AND LIABILITIES

Except for any errors in transcription, the information regarding the description of the accommodation is established in good faith on the basis of the indications provided by the administrator or owner, and only the

owner is liable for this information. In addition, the administrator, as the intermediary of the service, cannot be made liable for any possible modifications that affect the accommodation or its surroundings, noises, works or power cuts; or for any negligence or omission of services by third parties as well as cases of force majeure or unforeseen delays which may affect the administrator.

Neither the owner nor the administrator of the accommodation is to be made liable for any damage (injuries, illness, death, material damages or theft) suffered by the client or his/her companions, them being entirely liable for this kind of damage. Therefore, they must protect their safety and belongings. The use of the pool and other installations of the accommodations is the responsibility of the users.

X. COMPLAINTS

We do everything we can to ensure you have a happy holiday. However, we are open to any complaint or suggestion that you wish to express. Rest assured that we will provide you with a speedy and satisfactory solution. In case of any incidents, we advise you to notify your agency immediately with the aim of solving the problem as speedily as possible. Some problems (the proper operation of certain installations, for instance) can only be detected after you arrive, so we ask you to check everything works properly, notifying us of any incidents.

X. JURISDICTION

In case of disagreement regarding this contract, both parties agree to submit to the jurisdiction of the Office of Arbitration of Benidorm.