

HARISSAVILLAS IBIZA

Terms and conditions

Reservation, booking and payment schedule

1. Within seven (7) days after the reservation the agreement concerned will have to be signed and the lessee must have transferred fifty per cent (50%) of the total rent to the bank account of the lessor. This will serve to confirm the booking, making it peremptory.

Cancellation

2. In case of cancellation of a booking in the period up to at least 12 weeks before the date of commencement of the rental period, the lessee is indebted for 10 per cent (10%) of the total rent. In case of cancellation within twelve (12) weeks and at least six (6) weeks before the date of commencement of the rental period, the lessee is indebted for forty per cent (40%) of the total rent. In case of later cancellation, the lessee is indebted for the full amount of the rent. In either case the date of receipt of the cancellation will be binding. Cancellations must be done by means of e-mail or a registered letter.

Rent

3. The rent is calculated per week and depends on the number of occupants registered with the booking. In case the number of persons of the initial booking will be extended, extra rent will be charged for this. Children under the age of two years will be allowed to stay free of charge. It is not allowed to use the house with more persons than is agreed upon in the rental agreement. This includes children under the age of two.
4. The rent includes the expenses for current, gas, water, and cleaning services. In case of a one-week rental period the house will be cleaned three times; twice during the week and the third cleaning takes place on the day of departure. In case of a longer period, cleaning will take place three times a week.

Payment of the rent

5. Four weeks before the commencement of the agreed rental period the balance of the amount, which is the remaining fifty per cent (50%), must be paid in the bank account of the lessor. In case the money has not been received by the lessor or is not paid in cash at the transfer of the key, the lessee will not be checked in and the lessor will dissolve the agreement out of court. The lessee is not entitled to restitution of the down payments. This will serve as compensation for damages suffered by the lessor through non-compliance of the lessee.

Guarantee deposit

6. The lessee will be held accountable for damages in and/or to the property. Any damages will need to be fully compensated by the lessee before check-out.

Rental period

7. The rent of the house will become effective on the first day of the agreed rental period at 14.00 hours local time and ends on the last day of the agreed rental period at 10.00 hours local time. In case the lessee checks in after 23.00 hours he will have to pay an extra fee.

Obligations for the lessee/ Rules of the house

8. The lessee is committed to treat the rented object and its appurtenances with respect and leave everything in good ordnance. All damage to the rented object that the lessee notices during his rental period will have to be reported to the lessor. The lessee is accountable for damages that have been incurred or caused by himself.
9. The lessee commits himself not to cause any inconvenience.
10. Except of prior obtained permission, the rented object may only exclusively be used for holiday purposes. This exception also goes for celebrations and parties.
11. Sub-letting is not allowed.
12. It is not allowed to carry out any alterations or modifications to the property.
13. The lessee shall daily remove all garbage from the house to the large containers that are placed on all main roads and secondary roads.
14. In connection with vermin, all food left-overs in and around the house will have to be cleared away immediately.
15. Pet animals are allowed in some cases and must always be requested at booking.
16. In the direct vicinity of, or at the swimming pool, all glass kitchenware is forbidden. This is in connection with the imminent danger of its usage.
17. The use of air conditioning units is exclusively limited to the circumstance when all doors and windows are closed. During the daytime and when the sleeping quarters are not in use all air-co units will have to be switched off.
18. Open fires are not allowed by law. When using the BBQ/grill charcoal or grill coal must be used; all on the lessee's risk.

Completion/ delivery

19. At the end of the term the lessee commits himself to deliver the rented object and its appurtenances in the same condition as it was upon arrival. Should the lessee fail to do so in this respect, or in other respects fail to meet the obligations stemming from this agreement, the lessor is entitled to settle all resulting damages on the expense of the lessee without prejudice to the right of the lessor to further damages.

Liability

20. The lessor is not liable for damages suffered by the lessee or by third parties present on account of the lessee as a result of their stay in the rented property. The lessee indemnifies lessor against claims in this respect. In particular, the lessor is not responsible for damages resulting from burglary and also not for damages because of burglary suffered by third parties present on account of the lessee.
The lessor is not liable for disturbances and interruptions such as, but not limited to, interruptions of utility services (electricity and water) and technical installations. However, the lessor will do its utmost to solve the problems, within its and for construction activities and alterations to the main roads and access roads without prior and timely notification.
21. The lessor can only be held liable for damages attributed to gross fault or negligence from the lessor's part. This liability is always limited to direct damages and all collateral damages are excluded.

HARISSAVILLASIBIZA

Circumstances beyond control

22. In case of circumstances beyond control, be it of a permanent and or a temporary nature, the lessor has the right to dissolve the agreement completely or partially, or to suspend it temporarily. Under this circumstance the lessee cannot demand compliance and/or claim damages.

Privacy

23. The lessor shall treat all personal data submitted or known to him in conformity with the Law on Protection of Personal Data.

Applicable Jurisdiction

24. As far as not stipulated otherwise by the rules of Private International Law, Spanish law exclusively applies to the present agreement. All disputes pursuant from this rental agreement will in first instance be tried by the competent judge in Spain, unless the rules of the Private International Law stipulate otherwise.
25. If and as far as any of the stipulations in this agreement would prove to be void, all other conditions remain standing, and the invalid article will supposed to have been converted thus, according to the apparent intention of parties.

