

HARISSA VILLAS IBIZA

Please Note: These are the standard terms and conditions; - some properties have additional property specific terms.

On the one hand, Harissa Villas Ibiza, S.L, a private limited company registered in Spain, with company number B57873606 with office located at Cami Cala Carbo, 2, San Josep de Sa Talaia, 07830 Ibiza, Spain.

And, on the other hand, the user of the website hereinafter referred to as the CLIENT or LESSEE who accesses the WEBSITE for information purposes and to contract the villas offered through the WEBSITE. The CLIENT or LESSEE hereby declares that he or she is an adult (at least 18 years of age) and has the legal capacity to be bound by this agreement and to use this WEBSITE in accordance with these General Terms and Conditions of use, which he or she fully understands and recognizes.

By using the WEBSITE, the LESSEE fully accepts all the General Conditions published on the HARISSA VILLAS IBIZA, S.L. website at the time of use, and in particular those regarding limited liability for both HARISSA VILLAS IBIZA, S.L. The CLIENT must carefully read the General Conditions each time a booking is made as they may have been modified since their last visit.

1. DEFINITION

Harissa Villas Ibiza is an independent company that works on behalf of the owner of the property. The contract is stipulated between the owner represented by Harissa Villas Ibiza and the tenant.

You, our client, when there is more than one of you, are each responsible for all obligations for the properties in full. The guest by making a deposit payment is deemed to have confirmed the contract and to have accepted these terms and conditions.

You agree to pass on these General Terms and Conditions to all members of your party, as they govern the property rental and everyone in your party. Booking Terms and Conditions are subject to change without notice. The Property Management Company may at any time modify any relevant terms and conditions, policies or notices. You acknowledge that by visiting the website from time to time, you shall become bound to the current version of the relevant terms and conditions (the "current version") and, unless stated in the current version, all previous versions shall be superseded by the current version. You shall be responsible for reviewing the then current version each time you visit the website.

2. BOOKING

Within seven (7) working 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 preemptory. The prices given are always in Euros unless stated otherwise.

3. RENT

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 than six (6) persons. This includes children under the age of two.

The rent includes the expenses for current, cooking 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 two times a week.

The Eco Tax charge, which is a local government fee that each tourist has to pay. The charge is 2.20 E per person per night.

4. PAYMENT OF THE RENT

Forty-five (45) days 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, 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.

5. GUARANTEE DEPOSIT

The guarantee deposit is required, and the amount varies between 1000 Euros – 3000 Euros depending on the villa and will have to be paid by bank forty-five days (45) before check in. This is against excess damage and should be paid into the account of Harissa Villas. Such an amount will be used to cover any possible damages or loss caused in the villa during the rental period. Damage deposit is eligible for refund post departure date, once Harissa Villas Ibiza has checked with the property owner that the villa remains free of damages, missing items or no additional cleaning for properties left abnormally dirty. In case the guarantee deposit will not be paid at this moment, the lessor reserves the right to cancel the booking and to withhold the down payment by way of compensation for damages.

6. RENTAL PERIOD

The rent will become effective on the first day of the agreed rental period at 15:00 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 10:30 hours he will have to pay an extra fee except proved agreement in advance.

7. CANCELLATION OF BOOKING BY THE CLIENT

In case of cancellation of a booking in a period up to at least 90 days before the date of commencement of the rental period, the lessee will only receive a full refund if Harissa Villas manages to make the same booking with someone else. We will do our best to find a replacement booking for your property, and this is often possible however not a guarantee. If this does not happen, the lessee is indebted for thirty per cent (30%) of the total rent of the booking. In case of cancellation within forty-five (45) to ninety (90) days before the date of commencement of the rental period, the lessee is indebted for fifty per cent (50%) of the total rent. In case of cancellation thirty (30) days before the check-in date, 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 an e-mail to booking@harissavillas.com

8. CANCELLATION OF BOOKING BY THE COMPANY

We do not expect to have to make any change to your booking, although we may need to do so in relation to factors beyond our reasonable control. Such factors may include the sale or withdrawal of the property by the owner, or the property otherwise becoming uninhabitable, e.g., due to fire or flood. In such cases, we will advise you of the situation as soon as reasonably possible. We will always make every effort to find a suitable equivalent alternative.

Should your villa booking be affected by Force Majeure you are not entitled to a refund or compensation. Force Majeure means unusual and unforeseeable circumstances beyond the Company's control, the consequence of which neither the Company could avoid even with all due care, including, but not limited to, war, threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, unavoidable technical problems with transport, machinery or equipment, power failure, changes imposed by rescheduling or cancellation of flights by an airline, natural or nuclear disaster, fire, flood, drought, adverse weather conditions or epidemics. In order to secure a refund or compensation please contact your Insurance Company in the first instance. We strongly recommend that you secure adequate travel insurance, which should in most cases, include cover, under certain circumstances, against loss of deposit or cancellation fees, at the time of booking.

8. OBLIGATIONS FOR THE CLIENT / LESSEE & RULES OF THE HOUSE

8.1. The lessee commits himself to managing the rented object and its appurtenances as a prudent man. All damage to the rented object that the lessee notices during his rental period will have to be reported to the lessor by him and the lessee is accountable for damages that have been incurred by himself or because of him.

8.2. The lessee commits himself not to cause any inconvenience.

8.3. Except of prior obtained permission, the rented object may only exclusively be used for holiday purposes. This exception also goes for celebrations and parties.

8.4. Sub-letting is not allowed.

8.5. It is not allowed to carry out alterations or modifications to the house itself, the swimming pool and the garden.

8.6. The lessee shall daily remove all garbage from the house to the large containers that are placed on all main roads and secondary roads.

8.7. In connection with vermin all food left-over in and around the house will have to be cleared away immediately.

8.9. Pet animals are allowed in some cases and must always be requested at booking.

8.10. All lights will have to be switched off in the daytime if not necessary. We aim sustainable tourism practices and conscious use of resources.

8.11. 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.

8.12. The use of air conditioning units is exclusively limited to the circumstance that 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.

8.13. 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. This includes candles use inside the properties and also outdoors garden and fence areas.

8.14. No parties, events or large noisy gatherings are allowed at the properties. DJ equipment and /or sound systems are completely forbidden during holidays stays into and near residential areas. The booking will be

cancelled without any refund if the owner or the agency receives complaints about loud music, parties, events or other similar gatherings during the stay of the client.

8.15. Properties are to be used for domestic and private holiday use. If you do wish to use the Property for a commercial purpose, please contact us before booking. This is possible only upon agreement and definition of the commercial activity in advance.

8.16. Smoking is strictly prohibited inside of the villas.

8.17. You will be notified of the maximum number of people who are permitted in the Property, and you may not exceed that number.

9. CAUTION AND PERSONAL INJURY

We are not responsible for personal injury to you or your party unless we have been negligent. If the negligence is that of the owner, your recourse must be against such a person.

Many of the properties have dangers such as swimming pools, dry stone walls, and unfenced drops. Please take care and caution. Children must always be supervised, especially around the swimming pool.

The customer warrants they shall provide their own Travel and Holiday Insurance, which must be valid for the length of your holiday. Neither the property owner nor representative will be held responsible for the loss or damage of personal belongings or personal injury.

It is also worth bearing in mind that holiday properties may not always offer the same standard of comfort and furnishing as your own home. They often reflect local styles, traditions, and owners' tastes. Comfort levels may be different, for example, kitchens may not include some equipment that is unique to your own kitchen.

If you do break or lose anything of Harissa Villas Ibiza or the owner's, you must tell us so we can arrange replacement or repair. We ask that you do not try to rectify the problem yourself.

10. COVID 19

In the event of another outbreak of Covid or the FCO suspending travel, affecting travel to and from Spain, the following conditions will apply.

Should there be no travel ban in place in Spain, but you are not wishing to come to Ibiza during the current year and would like to move to the next year, then we would charge a service fee of 25% and the price difference between your current stay and your new stay.

If your reservation is made under our special offer scheme whereby you the client enjoy a special discount, the special offer will NOT be transferred to the following season. You will be offered a credit note (valid for 365 days from the date of issue) for your reservation equal to the amount of money you have paid, which can be used for any of our villas within the same price band. If you cannot come to Ibiza at the same time the following season your credit note can be used in other price bands. No refunds will be offered.

Please note that any PCR Covid test or similar tests put in place to allow travel do not constitute a restriction to travel either because flight cancellations or compulsory quarantine do not constitute a restriction to travel.

From July 1, 2020, if you fly to Spain from other countries (including children of any age), it is mandatory to fill in the Health Control Form (FCS) associated with your trip, in order to present it at the Health Control of the

airport of arrival in Spain. You can access the form on the website www.spth.gob.es or download the Spain Travel Health app on your mobile from the same website.

YOU SHOULD NOT TRAVEL if you have symptoms compatible with COVID-19: fever, cough, shortness of breath, with onset in the last 14 days, or if you have been diagnosed with COVID-19 in the last 14 days.

You must complete the Health Control Form on the website or the app, and from 48 HOURS before the flight, you can submit the form. Once submitted, you will receive an email with a QR code that will allow you to access the airport of destination. You can print out the code or save it on your mobile phone.

At the airport of destination, you must show the QR code that will be scanned in order to be able to access the terminal and collect your luggage.

If during your stay in Spain you have symptoms compatible with COVID-19 (fever, shortness of breath, cough) or other symptoms compatible with COVID-19 such as decreased sense of smell and taste, chills, sore throat or vomiting, you should isolate yourself in your room and call the hotline for your region and in case of emergency call 112.

Harissa Villas Ibiza cannot be held responsible for the quarantine costs in the event that you as the client\ lessee are infected. As the client, you must pay the extra costs for each night and for losses due to Harissa Villas Ibiza not being able to welcome future reservations during the quarantine period. Again, we would strongly recommend that adequate travel insurance is taken out prior to your arrival.

Upon suspicion of infection by Covid-19, the client must perform the corresponding diagnostic test (PCR). If the result is positive, you must immediately inform HARISSA VILLAS IBIZA in writing, attaching the test result, and remain isolated in your room during the quarantine period established by the health authorities.

If the isolation period exceeds the rental period of the villa, the client must pay Harissa Villas, for each extra day, the daily amount in Euros that the villa costs. Additional charges will also be applied as compensation to Harissa Villas for not being able to dispose of the villa and having an impact on the next client that is due to arrive.

In case of that the quarantine period coincides with the beginning of another reservation in the same villa, the client must pay, as compensation, the price paid for the subsequent reservation.

The foregoing, as long as there is no possibility of transfer to a tourist accommodation for tourist patients who must perform home isolation, in which case the client must leave the villa and pass the quarantine in the said center, the client has to run with all the expenses.

We are aware that this section can change at any time and we are depending on the traffic travel system to be advised in case of law changes.

10. COMPLETION / DELIVERY

At the end of the term the lessee/client commits himself to deliver the rented object and its appurtenances in a swept clean status. Should the lessee fail to do so in this respect or in other respects fail to meet the obligations stemming from this agreement the Harissa Villas Ibiza is entitled to settle all resulting damages with the deposited guarantee sum, without prejudice to the right of the lessor to further damages. The deposit, or at least the balance of the guarantee sum, will be repaid within three days in the account of the lessee.

