

BOOKING FORM – CASA CRISTAL

THE OWNER:

Owner:	The registered owner of the property to be let (herein referred to as the "Owner")
Agent:	Toscana Hills Management, Toscana Hills, Urb. Bel-Air, Parcela ZA 13B, 29679, Benahavis, Costa del Sol, Spain (herein referred to as the "Agent")
Accommodation Address:	Casa Cristal, Sierra Blanca, Marbella, Costa del Sol, Spain
Contact E-mail Address:	info@casacristal.net
Contact Telephone No:	(0034) 951 318 848

THE HOLIDAYMAKER:

(herein referred to as the "Holidaymaker")

Full Name:	
Passport Number:	
Domicile Address (physical address; a PO Box address is not acceptable):	
Telephone No:	
Mobile No. (needed for handover of keys etc on arrival at the accommodation):	
E-mail address:	

THE ACCOMMODATION:

Luxury fully furnished & equipped four bedroom detached villa with private swimming pool and gardens situated at the Accommodation Address cited above.

Please Note: Casa Cristal sleeps a maximum of eight (8) persons.

HOLIDAY DETAILS:

Total number of Adults:	
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Total number of Children:	
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FLIGHT DETAILS:

Dates	From:		To:	
Arrival details:	Flight arrival time:		Flight number:	
Departure details:	Flight departure time:		Flight number:	

BOOKING DATES:

Arrival date at the Accommodation:	
Arrival time at the Accommodation:	
Departure date from the Accommodation:	
Departure time from the Accommodation:	

MONEY DUE:

Holiday rate for total period:	
Amount payable now:	

PLEASE NOTE:

- ❖ The payment of your deposit of 25% is non-refundable against cancellation.
- ❖ A further 50% is due one month before the arrival date of your holiday. This amount is refundable against cancellation at the discretion of the Owner.
- ❖ The balance of 25% is due one week before the arrival date of your holiday. This amount is refundable against cancellation at the discretion of the Owner.
- ❖ Return of this form (whether signed or not) and/or payment of a deposit, is deemed as acceptance by the Holidaymaker of the booking conditions, in favour of the Owner.

Signed and accepted at: (place and country)

on this the: day of: 2009

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The Holidaymaker

NB:

- There will be a €2 500 returnable security deposit payable with your final balance.

Please complete **all the shaded areas within pages 1 and 2, and sign on pages 2 and 5**, and return the booking form, either by post to: Toscana Hills Management, Toscana Hills, Urb. Bel-Air, Parcela ZA 13B, 29679, Benahavis, Costa del Sol, Spain, or scan/e-mail to: info@casacristal.net.

- Deposit money (or 75% if within one (1) month of holiday date / full amount if within one (1) week of holiday date) to be paid within five (5) working days of submission of this form.

BOOKING CONDITIONS - CASA CRISTAL

Definitions:

- "the Owner"** the person with legal title to the Accommodation described in the Booking Form
- "the Agent"** the person or persons identified in the Booking Form
- "the Holidaymaker"** the person or persons identified in the Booking Form
- "the Accommodation"** the holiday property described in the Booking Form

Reservations and bookings are accepted by the Agent on behalf of the Owner of the Accommodation upon the conditions shown on the Booking Form and as follows:

1. The Agent acts entirely as a booking agent on behalf of the Owner of the Accommodation. For the avoidance of doubt, upon confirmation of the holiday reservation, the contract is between the Holidaymaker and the Owner of the Accommodation. This contract becomes enforceable in law by the Owner against the Holidaymaker as from the date on which the Booking Form is returned by the Holidaymaker to the Agent (whether signed or not) and / or the Holidaymaker makes payment of a deposit to the Agent.
2. The Owner does not accept liability for the acts or omissions of the Agent, their authorised representatives, or of any person in their employ. The Owner does not warrant and accepts no responsibility for the accuracy of any verbal information or statements made by the Agent and/or her servants.
- 2A The Agent does not accept liability for the acts or omissions of the Owner, his authorised representatives, or of any person in their employ. The Agent does not warrant and accepts no responsibility for the accuracy of any verbal information or statements made by the Owner and/or his servants.
3. Reservations will be made, at Owner's discretion, upon receipt of a deposit of 25% of the total cost of the holiday together with a Booking Form duly completed and signed by the Holidaymaker, who must be over 18 years of age and will complete on behalf of all the persons who will occupy the Accommodation during the period of the holiday.
4. A refundable security deposit of €2 500 is to be paid to the Agent prior to the handover of keys to the Accommodation to the Holidaymaker. Failure to comply will be treated as a cancellation and any money paid to the Agent will be forfeited.
5. Payment of the balance of the total cost of the holiday booking is as follows: a further 50% is due one month prior to arrival, with the balance of 25% due one week prior to arrival. Failure to ensure that such payments reach the Agent before the stated deadlines may result in the cancellation of the holiday and forfeiture of any money previously paid, at the discretion of the Owner.
6. The information / photographs of the Accommodation have been compiled as accurately as possible at the time of going to press. However, facilities or physical attributes may be changed without notice. In such circumstances, the Owner does not accept any responsibility and no claim may be entered by the Holidaymaker against the Owner in this regard.

7. The Holidaymaker undertakes to keep the Accommodation and all furniture, fixtures and fittings in or on the premises in the same state of repair and condition as at the commencement of the holiday and also undertakes to leave the Accommodation in the same state of cleanliness and order as when the Holidaymaker arrived. The Owner must be compensated by the Holidaymaker for any damage and/or breakages which may occur and excess cleaning that is required, to be determined at the discretion of the Owner.
8. During the currency of the holiday period, the Owner or Agent shall be allowed access to the Accommodation at any reasonable time, upon giving verbal notice to the Holidaymaker.
9. The number of persons using the Accommodation is not to exceed eight (8) persons or the number of persons indicated on the Booking Form (if the amount indicated on the Booking Form is less than eight (8) persons).
10. In the event of cancellation of the booking by the Holidaymaker through no fault of the Owner, this contract will remain legally binding and the balance of the cost of the holiday will be legally due to the Owner. The Holidaymaker is therefore advised to take out a holiday cancellation insurance policy. Any cancellation must be made in writing and sent to the Agent by Recorded Delivery post with Acknowledgement of Receipt, as well as by email.
11. On occasion it may be necessary for the Agent or Owner to make a material alteration to the holiday arrangements. In this event, every effort will be made to provide alternative arrangements of comparable standard, or a full refund of monies paid to the Agent will be made. However, in such a case, neither the Agent, nor the Owner, shall be under any other liability towards the Holidaymaker, or any other party, pursuant to the alteration.
12. The Agent and Owner reserve the right to refuse any booking request.
- 12A. The Agent and Owner reserve the right to cancel any booking already made, if the accommodation becomes, for some reasons(s) beyond the Owners' direct control, unavailable, subject to the Agent refunding in full any sums paid to the Agent. However, in such a case, neither the Agent, nor the Owner, shall be under any other liability towards the Holidaymaker, or any other party, pursuant to the cancellation.
13. The Holidaymaker must at all times whilst using the Accommodation observe the rules of the suburb within which Casa Cristal is situated.
14. If the Holidaymaker fails to observe any of the conditions hereof, or the rules as stated in the previous point, the Owner or the Agent will have the right to cancel the contract and require the Holidaymaker to immediately vacate the Accommodation without any recompense.
15. The Agent endeavours to carry out everything possible to ensure that the Holidaymaker has an enjoyable and successful holiday. Should a problem occur, the Holidaymaker must immediately notify the Agent thereof, so that all reasonable steps may be taken to resolve the problem. A problem cannot be resolved by the Owner or the Agent unless details are made known to the Agent as soon as the problem arises and in any event no later than 24 hours from when the Holidaymaker becomes aware of the problem. If, in the sole opinion of the Owner, the Accommodation (or a part thereof) is rendered unusable due to the problem, the Owner may, in his sole discretion, agree to the cancel the Accommodation. The Holidaymaker may not cancel the contract due to an alleged problem. If the Holidaymaker vacates the Accommodation prematurely (as a result of any alleged problem) without the Owner's written agreement, this contract will remain legally binding and the balance of the cost of the holiday will be legally due to the Owner. If the Holidaymaker makes any form of claim against the Owner upon return from the holiday, without having followed the notification procedure as outlined above, or without having obtained the Owner's written agreement as outlined above, then no liability for any claim will be accepted by the Agent or Owner, or correspondence entered into.

- 16. If payment for the deposit and/or the balance due is made by credit card (via PayPal) or any other means and a charge against the Agent is levied by PayPal or any other intermediary or bank in respect of such payment, the charge will be refundable to the Agent by the Holidaymaker.
- 17. This contract shall be governed by and construed in accordance with English law. The Holidaymaker accepts and agrees that the Owner make bring any legal action or proceeding against the Holidaymaker based on this contract in a jurisdiction and court of the Owner's choice.
- 17A The invalidity or unenforceability of any provision of this contract will not affect the validity or enforceability or any other provision. Any invalid or unenforceable provision will be severable.
- 18. Payment of the deposit (or full amount due if holiday is less than one (1) week from the date of booking) and / or the return of the booking form (whether signed or unsigned) will be deemed as acceptance of the booking conditions contained herein.
- 19. The Holidaymaker is to provide the Agent with a copy of his/her passport, prior to the Holidaymaker being given possession of the Accommodation. Failure to provide the Agent with a copy constitutes a material breach of this contract.
- 20. In the event that the final dates of the Holidaymaker's booking and/or the final rental payable by the Holidaymaker change from the dates and amounts stated in the Booking Form, such change will not impact on the Booking Conditions which will remain enforceable against the Holidaymaker.

Signed and accepted at: **(place and country)**

on this the: **day of:** **2009**

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The Holidaymaker