

SHORT-TERM VACATION RENTAL CONTRACT

Between the Owner of the Property and the Guest

Property name	Villa CP
Address	17244 Santa Pellaia Baix-Empordà, Spain
Owner's name	Guy Spriggs
Address	Pl de les dones del trenta-sis, local 14 08012 Barcelona, Spain Email: coandguy@gmail.com Phone: +34 933 683 399
Owner's representative	Ramillas SLU "Ramillas"
Address	Pl de les dones del trenta-sis, local 14 08012 Barcelona, Spain Email: coandguy@gmail.com Phone: +34 933 683 399

Guest's name _____

ID/passport number _____

Please attach a photo/scan

Address _____

Email _____

Phone _____

Bank account (IBAN) _____

*For the return of the
security deposit*

Arrival date _____

Departure date _____

Number of guests _____

Maximum 10

Number of adults

Children under 16

Rental _____

BOOKING CONDITIONS

1. CONTRACT

1.1 A Contract for a short-term let will be entered into when Ramillas issues a confirmation invoice following receipt of payment by the Guest of the rental deposit.

1.2 The Guest must check the confirmation invoice carefully and notify Ramillas immediately of any queries or errors.

1.3 Any issues arising under the Contract for a short-term let should be addressed by the Guest to Ramillas. Ramillas acts on behalf of the owners of the property.

2. PAYMENT

2.1 Deposit. A deposit of 50% of the total rent is payable to reserve specified dates to stay at the Property.

2.2 Balance. The remaining 50% of the total rent becomes payable 6 weeks before the check-in date. Should a booking be made within 6 weeks of the check-in date, the full rental amount (deposit and balance) must be paid.

2.3 Damage Deposit. A Damage Deposit payment of €2000 in cleared funds is required one week prior to the start of your stay. The Damage Deposit will be refunded in full within 14 days of your departure from the Property if the Property is left in a satisfactory condition and all invoices have been paid. The Guest hereby agrees to give Ramillas authorization to deduct from the Damage Deposit an amount that Ramillas considers appropriate in the event that the Guest or anyone in their group staying at the Property causes either excessive damage or incurs a need for extra cleaning or leaves the Property without settling invoices for additional services or supplies received during their stay.

2.4 Payment Method. All payments must be made to Ramillas. Payment can be made by bank transfer, debit card, Paypal, Visa or MasterCard credit cards. Amex and Diners Club cards are not accepted. For bookings made less than one month before the start of the let, payment must be made by bank transfer.

2.5 Payment by bank transfer. Please transfer to the following account. You must pay in Euros and you are responsible for the costs of transfer.

Name of account	Ramillas SLU
Name of bank	Bankinter
IBAN	ES07-0128-3084-33-0500005972
Swift/BIC code	BKBKESMM

3. CANCELLATION

Any cancellation made by the Guest for whatever reason shall be in writing addressed to Ramillas at the email address on the booking form. Ramillas strongly recommends to Guests that they arrange cancellation insurance.

3.1 Cancellation refund

The amount of refund for a cancellation depends on when the cancellation notice is received by Ramillas:

- a) 12 weeks or more before check-in date, a 100% refund will be made.
- b) 6-12 weeks before check-in date, a 50% refund will be made.
- c) 0-6 weeks before check-in date, no refund will be made.

4. CHANGE OF DATES

Ramillas may consider a request from a Guest to change booking dates after confirmation has been issued. Such requests may be granted provided all of the following conditions are met:

- a) the Property owner agrees to the change
- b) the request is received more than 12 weeks before the scheduled arrival
- c) the Guest pays an administration fee of €100.

5. VAT

VAT is included in the rental fee where applicable.

6. PERIOD OF RENTAL

Check-in time is 5pm (17:00) on the day of arrival and check-out time is at 10am (10:00) on the day of departure.

7. USE OF THE PROPERTY

7.1 Number of guests. The Guest guarantees that the number of people in the group occupying the Property during the rental period will not exceed the number of people on page 1 of this Agreement.

7.2 Guest registration. Local regulations require all people staying in a hotel or rented accommodation to be registered with their valid passport or national ID document. The information is given to the local authorities to be used for mainly statistical purposes and tourism taxes and also it is available to the police in case of emergency, criminal investigations, etc.

7.3 The Property will be used for personal, domestic purposes only and cannot be sub-let to third parties. The Property shall not be used for any commercial purposes.

7.4 No smoking. Smoking is not allowed inside the Property except in designated areas of the garden.

7.5 No parties. The Property is in an area of outstanding natural beauty and parties, wedding groups or similar are not allowed.

7.6 No pets. Pets are not allowed on the Property.

7.7 Ramillas reserves the right to refuse entry to the entire Guest party if any of the booking conditions are not observed.

8. COMPLAINTS

Should there be any cause for complaint by the Guest during the occupation of the Property, the Guest must notify Ramillas promptly of such complaint. In the case of serious problems, notification must be confirmed in writing. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any compensation at all depending upon the circumstances. If you feel the problem has not been dealt with satisfactorily, during the rental period you should complete a guest report and write to us within 21 days of your return quoting your original booking reference and giving all relevant information. The guest report must be written by the Guest in whose name the booking appears detailing the full nature of the complaint. Ramillas will mediate between the Guest and the owner of the Property.

9. CARE OF THE PROPERTY

Guests shall take all reasonable and proper care of the Property, its furniture, pictures, fittings and effects in or on the Property, and shall leave them in the same state of repair and in the same clean and tidy condition at the end of the let as at the beginning. An inventory of the Property contents will take place before and after the rental period. In accordance with Clause 2.3, Ramillas reserves the right to charge the Guest for any additional costs it or the Property owner has incurred as a result of the Guest's stay, including but not limited to damage, breakage, removal or theft.

10. LIABILITY

Ramillas, its employees and agents and the Owner shall not, except if caused by their negligence or breach of these Booking Conditions, be liable to the Guests or third parties for any accident, damage, loss, injury, expense or inconvenience, which may be suffered, incurred or arise out of or in any way connected with the rental.

In all cases Ramillas's absolute maximum liability shall be the total price paid by the Guest for the specific bookings related to any given complaint.

If the Property becomes unavailable or unusable for any unforeseen reason after the date of booking and prior to the Guest's arrival, Ramillas will:

- (1) use its best efforts to find an alternative property; or
- (2) reimburse the Guest any money paid to Ramillas relating to the affected booking.

11. WARRANTIES

Ramillas uses its best efforts to maintain accurate and complete records including descriptions and photographs of the Property but does not warrant and will not be held responsible for minor changes to the Property or its contents, nor for the accuracy of any verbal information given by its employees or agents.

12. RIGHT OF ENTRY

Ramillas and its employees or agents shall be allowed the right of entry to the Property at all reasonable times for the purposes of inspection or to carry out any necessary repairs or maintenance during the term of the rental.

13. CANCELLATION INSURANCE

Cancellation insurance is not compulsory but Ramillas strongly recommends such insurance coverage to protect in case of cancellation.

14. TERMINATION

Ramillas and the Owner, acting on their own behalf or by their employees or agents reserve the right to terminate the Contract and require, without refund, the immediate departure of all persons from the property in the event of a serious breach of the terms of the Contract or these Booking Conditions. The breach may include but is not limited to any of the following events:

- a) serious damage to the Property which may exceed the damage deposit;
- b) a criminal or illegal act;
- c) unreasonable or abusive behaviour, or excessive noise;
- d) failure to observe safety precautions for fires, barbecue or stoves;
- e) any anti-social behaviour that causes the police or similar authorities to visit the Property.

15. APPLICABLE LAW

This Contract and Booking Conditions are subject to Spanish law and the competent court of Barcelona shall have exclusive jurisdiction.

16. SIGNATURES

Ramillas

Guest

Date

Date
