

**Booking Contract CAPANES DEL GOLF**  
**Block Los Arqueros, apartment 1A**  
**26679 BENAHAVIS**

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**- TERMS & CONDITIONS :**

1. The deposit must be paid within 3 days after receiving this contract to guarantee the reservation.
2. This contract will come into existence when we receive payment and accept your booking by issuing a confirmation of booking for the holiday dates shown in the rental agreement. The contract binds you & all the members of your party. It is your responsibility to ensure that all members of your party accept the terms of the contract set out in these terms & conditions of booking. Failure to disclose all relevant information or comply with these terms may lead to termination of the contract & loss of the booking.
3. A deposit of 50% of the holiday rental price is payable within 5 days after time of booking.
4. The balance 50 % rental price + Security Deposit (400€) + cleaning fee (125€/145€) must be paid so as to arrive no later than 60 days before the commencement of your holiday. If the balance is not received by this due date then your holiday will be treated as a cancellation and the 50 % deposit will be taken as a compensation for the cancellation.
5. Bookings made less than six weeks before your arrival date must be accompanied by the full amount of the holiday charge and the 400,- € refundable security deposit + Cleaning fee (145€)
6. All cancellations must be immediately notified by telephone and then in writing to [info@capanesdelgolf.be](mailto:info@capanesdelgolf.be)
  - If you cancel your holiday more than 60 days before arrival, then you receive a pay back of your 50% deposit
  - If you cancel you holiday more than 30 days before arrival, you receive 50% of the total rent back + Security deposit + Cleaning fee
  - If you cancel less than 30 days before arrival, then the full balance remains due and is not refundable except security deposit + cleaning fee.
7. We strongly advise that you take out comprehensive travel insurance. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.
8. Your booking will not be cancelled by the owner except in exceptional circumstances beyond our control. Notification will be given of the cancellation as soon as possible and we will promptly refund all payments made for your holiday. Our liability for cancellation will be limited to payments made to us.
9. The number of persons using the accommodation at any time must not exceed 4 and only those people listed on the booking form can occupy the apartment. We reserve the right to terminate the booking without notice and without refund in case of a breach of this condition.
10. Bookings cannot be accepted from persons under eighteen years of age.
11. We (the owner) reserve the right to refuse a booking without giving any reason.
12. We or our representative reserve the right to enter the apartment at any time to undertake essential maintenance or for inspection purposes.
13. At the end of you holiday you must make sure that :
  - All garbage / bins must be removed / emptied to the specified areas outside the apartment
  - All dishes – pots and pans must be cleaned and placed back in the cabinets.
  - Dishwasher must be emptied
  - All bed linen must be stripped and together with the towels placed in the hall.
  - Keys must be left on the kitchen table
14. After you have left, we have inspection of the apartment + the apartment will be thoroughly cleaned and prepared for next incoming guests. Any damages will be reported to you and claimed from you security deposit when necessary.
15. Damage deposit – In making a booking you accept responsibility for any theft, breakage or damage caused by you or any member of your party and agree to indemnify us in full for any loss that we may incur as a result. The security deposit will be returned within 14 days of the end of your holiday less the cost of damage/breakages.
16. Damage to property – Please treat the facilities & accommodation with due care so that other guests may continue to enjoy them. In the event that you notice damage in your accommodation please let us know immediately so that we can take the appropriate action. If there have been any breakages during your stay, we would be grateful if you could replace them or advise us before you leave. The accommodation will be inspected at the end of the holiday & you may be charged for any loss or damage found.
17. Pets or smoking inside the apartment will result in immediate termination of occupancy and forfeiture of all payments inclusive deposit.
18. At all times lock the doors and close the windows when you leave the property unoccupied.
19. The owner reserves the right to make a charge to cover additional cleaning costs if the client leaves the property in an unacceptable condition.
20. Please note that in the event that any keys issued are not returned at the end of your stay, then the cost of replacement will be charged to you.
21. The client may in no circumstance re-let or sublet the property, even free of charge.
22. The client may not organise any parties in the apartment. We have a maximum noise detector with silent alarm installed in the hall way
23. The client will respect the community rules in Capanes Del Golf ( to be found in the manual in the apartment)
24. The internet connection and digital Television is available (at no extra cost) subject to technical availability.
25. The owner shall not be liable for any temporary defect or malfunction of any equipment, machinery or appliance in the building, grounds or pools.
26. All inventory must remain in the property it was in at arrival and not be taken to another property.
27. Children under 16 must be supervised by their parents/guardians at all times.
28. We reserve the right to terminate a holiday without compensation due to the unreasonable behaviour of the persons named on the booking (or their guests) and may impair the enjoyment, comfort or health of others.
29. Any problem or complaint which the client may have concerning their holiday must be immediately reported directly to us/our representatives and we will endeavour to put matters right. Any complaints not reported to us/the property manager at the time and only reported after the client has returned from holiday will not be considered by the proprietor.
30. We reserve the right to make reasonable amendments or additions to these terms and conditions without notice.
31. This property is privately owned and is our home. We expect all guests to enjoy the facilities and treat the property with the same respect that they would with their own house.

Initials :