

TERMS & CONDITIONS

These conditions set out the basis upon which **KEY HOME SERVICES** (KHS) accepts bookings for holidays described on our website and any associated web sites. Please read these conditions carefully.

1- Contract

You may book holiday rentals by e-mail or telephone. The binding contract comes into existence when the booking has been confirmed to you by e-mail. This contract will be governed by Spanish Law and is subject to the exclusive jurisdiction of the courts of Spain. In all cases the person making the reservation on behalf of the group accepts these booking conditions on behalf of every member of the group.

2- Payment terms

All prices quoted on the web page are subject to change and we reserve the right to correct and amend errors in both advertised and confirmed prices.

In order to confirm your holiday we will require a 20% deposit of the total rental cost to be paid at the time of booking.

The outstanding balance must be paid 15 days prior to arrival, except for cash payments. In case of bank transfers sent from outside the EU, a 10€ charge is applicable. For card payments, the corresponding fees will be added to the rental price, as we need to receive NET payment.

Keys will not be handed over without having received payment in full.

3- Arrival

You will receive maps & directions to reach our office in the heart of the Duquesa port from which you will be able to pick up your keys 24/7.

An emergency number will be available in case of difficulties.

4- Changes

If you wish to modify your booking, we will do our best to accommodate your needs, subject to availability.

5- Cancellation

If you find yourselves forced to cancel your holiday, in full or in part, you must inform us immediately by e-mail.

Once a contract comes into existence you agree to pay the total cost of the holiday. Deposits and rental payments are NON refundable at any stage.

6- Security deposits

On arrival and collection of keys you will be asked to provide a credit card number (if not provided already) and sign our registration form which clearly states the number of sets of keys you have been given as well as any garage remote or fob.

Upon signing this registration form you authorise KHS to deduct any damages, breakages or losses caused to the property, its contents or community (including extra cleaning) during your stay.

Minor damages such as a broken glasses, chipped plates, etc. will not be charged for.

7- Holiday insurance

It is your responsibility to obtain your own travel insurance.

8- Cancellation by KHS

Occasionally we have no option but to cancel your booking due to circumstances beyond our control and we reserve the right to do so. We will do our best to avoid it and we will make every effort to offer you an alternative property, subject to availability. If this was not possible we will make a full refund of all monies paid.

Compensation will not be paid, nor will liability be accepted, other than offering alternative accommodation or a full refund.

In all cases where compensation is payable, this limits our liability to the payment made. We are unable to pay any expenses or related costs incurred as a result of any cancellation or amendment.

If due to cancellation or significant change in your selected holiday accommodation, you choose to accept a cheaper property than the one originally selected and paid for, we will refund the difference in price.

Should you choose to upgrade to a more expensive property than the one originally selected we may ask you to pay the difference.

9- Amendment by KHS

No compensation is payable for minor changes or alterations. Minor changes do not give you the right to refuse the holiday accommodation originally selected.

The properties featured in our website are often inspected however, on occasion owners may effect changes in the intervening period. Also regrettably, regardless of strict quality control, errors do occur. As soon as we are aware of any changes or errors, they will be corrected immediately and we will advise

you. Normally these will be only minor alterations and will not affect your holiday.

Should there be a significant change we will notify you as soon as possible and discuss the implications of the change or error. Should you decide that the change is sufficient to alter your holiday to the degree that you do not want to accept it, where ever possible we will offer you alternative accommodation (subject to availability), or offer you a full refund of payments made to us.

10- Your responsibilities

For the duration of your holiday you are responsible for the property which you have booked and you are expected to take care of it. You are responsible for leaving the property in a clean and tidy condition and may be billed for any amount over and above the time normally spent on the cleaning. You are liable for any breakages and damage to the property or its contents, and if you do not replace any breakages or pay locally for any damage sustained, you will be billed when you return from your holiday. Any third party visiting the property during your holiday will be regarded as your responsibility and any damages or breakages caused by any third party will be your liability. You are responsible for any damage to any third party visiting the property that is caused by you or any member of the party staying in the property, or any other person whom you may invite to the property.

11- Numbers of people accepted at holiday accommodation

We reserve the rights to refuse admission to more people (including children and infants) than the maximum allowed as stated in the property description.

12- Complaints

It is our policy to endeavour at all times to satisfy our clients and to this end we ask that should there be any complaint we have the opportunity to rectify any incidents with the property or any service which we may have arranged on your behalf. In the unlikely event of a complaint or incident, we would ask you to contact our office so that we are immediately made aware of and are able to assist you. Should you feel that your complaint or incident remains unresolved, we would ask you to write to us giving us all the relevant details, before your return home. Failure to observe this procedure will make it difficult or impossible for us to rectify the incident at the time of its occurrence and therefore we regret that we will be unable to accept any liability regarding any complaint or claim which is not notified in accordance with this.

Although we are very sympathetic to any instances of unforeseen building or construction work which may occur in the vicinity of your holiday home, this is completely outside our control. Although we will try our best to help you, we

have no ability to stop any such work or noise and therefore cannot accept liability.

13- Force Majeure

We regret that we are unable to accept any responsibility or liability for any problems or events which we could not, even with all due care and attention possibly foresee or avoid. These items may include war or threat of war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, flood, fire or disease and all similar events outside our control.

14- Website

This website is constantly being upgraded, altered and amended. Thus it is not a brochure which has a beginning and end date, therefore it is possible that prices and information may have changed by the time you decide to book a holiday. We therefore emphasise that it is essential that at the time of booking you check all details and verify all prices of accommodation. All distances and measurements mentioned in the descriptions of properties are approximate.

15- Personal safety and safety standards

Please be aware that when travelling abroad you should take greater care than normal when you are visiting unknown destinations.

When parking and leaving any vehicle all articles should be locked in the boot and covered so as to be totally out of sight.

We cannot accept liability for any death, injury or loss sustained due to the non-observance of your own safety.

16- Communal facilities

All communal facilities available in communities are not charged for or a condition of booking. KHS does not provide any support nor does it provide any guarantee that you will be able to use any or all of these facilities during your stay as the maintenance of these are out of our control. This includes but is not limited to communal WiFi systems, swimming pools, underground parking and lifts.

17- Parking

Parking is at your own risk and we offer no warranty or indemnity as to the protection or safety of vehicles left in the car parking premises or any goods left within the vehicles. Use of the car park is entirely at the customer's risk.

18- Access and cleaning during your stay

The accommodations that we offer are fully equipped and all have washing machines for your convenience.

On occasion for maintenance and security of our guests it may be necessary for a member of our staff to enter the property during your stay. We will always contact you prior to this wherever possible.

19- Apartment facilities

All properties rented via KHS are fully equipped for everything you may need for your stay and are serviced and checked regularly. In the unlikely event that any equipment breaks down during your stay we will do our best to repair or replace these items as soon as it is practically possible. This may include but is not limited to internet, air conditioning and kitchen appliances. KHS is not liable for such breakdowns or delay due to outside contractors and compensation will not be offered.

20- Data protection

If you make a booking with us, KHS will record your personal details and this will be processed in accordance with the EU Data Protection Act. Your data will be used principally to meet your requirements. We retain the data you provide, including your purchase history and data we collect when you use our products and services, which may be used for the following purposes: accounting, billing and audit, credit or other payment card.

None of your details will be shared with third party organisations except the Police and Guardia Civil.