

BOOKING TERMS AND CONDITIONS FOR CASA JENNY ALORA 29500 MALAGA SPAIN REFERENCE: VFT/MA/64112

1. General Information

1.1 Your 'contract' is with Miss Jenny Butler, the property owner, referred to as the 'Host'.

1.2 References to 'you' or 'your' are references to the person making the booking and all members of the holiday party.

1.3 These Booking Terms and Conditions form the basis of the contract between the Host and you and should be read carefully. Nothing in these Booking Terms and Conditions affects the legal rights of either party.

2. Making a Booking

2.1 Your request for a booking at Casa Jenny should be made via the www.casajennyalora.com website enquiry form and include your full name and contact telephone number.

2.1.1 The Host will endeavour to provide you with a written response that your booking has been provisionally accepted (or otherwise) within 24 hours of receipt of the enquiry form.

2.1.2 Upon receipt of this provisional acceptance you must pay the 25% Reservation Deposit either via Paypal (Jennibee024@gmail.com), or bank transfer (details will be provided on request). Where the booking is made less than 30 calendar days of the arrival date, the full amount is payable.

2.1.3 Once the Reservation Deposit have been received and accepted by the Host, you will receive written confirmation of your booking and a receipt.

2.1.4 You should carefully check the details of the written confirmation and inform the Host immediately of any errors or omissions.

2.1.5 If the Reservation Deposit has not been received within 48 hours of the provisional acceptance, the booking shall be deemed to be cancelled.

2.2 The Contract between You and the Host shall only be formed when your booking is confirmed and written confirmation provided by the Host, and is subject to these Booking Terms and Conditions.

2.3 The Host reserves the right to refuse any booking prior to the issue of the booking confirmation. Any Reservation Deposit monies paid shall be promptly refunded.

2.4 Your booking is made as a consumer for the purpose of a holiday and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you.

3. Paying the Balance

3.1 You must pay the balance of your booking no less than 30 calendar days prior to your arrival date.

3.2 If you fail to make the payment due in full and on time your booking may be treated as cancelled by you.

4. Booking Amendment / Cancellation by Guest

4.1 If you need to cancel or amend your booking you must contact the Host as soon as possible in writing.

4.2 Any amendment or cancellation of your booking will not take effect until receipt by the Host of such confirmation from you.

4.3 Where a booking is cancelled, and it is at least 30 full calendar days prior to

the arrival date (as shown on the Host booking confirmation), the Host shall retain the Booking Reservation Deposit and refund the remaining balance that has been paid.

4.4 Where a booking is cancelled, and it is at least 14 full calendar days prior to the arrival date (as shown by the Host booking confirmation), the Host shall retain the Booking Reservation Deposit and refund 50% of the remaining balance.

4.5 Where a booking is cancelled with less than 14 full calendar days prior to the arrival date, or you leave before your departure date, no refund shall be payable.

4.6 The 'Cleaning Fee' is always refunded if the booking is cancelled before check-in.

5. Booking Amendment / Cancellation by Host

5.1 In the unlikely event the Host has to amend or exceptionally cancel a booking, you will be notified in writing as soon as reasonably practical of the change to your booking.

5.2 If it is necessary to cancel your booking, the Host shall refund the balance of any monies paid by you. In addition, you shall be eligible for a 25% discount on a future booking.

6. Your Accommodation

6.1 The check in time for your accommodation shall be between 3pm and 5pm local time on your arrival date and shall be agreed prior to your arrival.

6.2 You must vacate the accommodation by 10am local time on your departure date.

6.3 If you expect to arrive later, or earlier, than the times stated in 6.1 and 6.2 above, it is possible for you to 'self check-in / out'. This **only by prior agreement** with the Host who will provide a pin number and instructions for the key safe by the front door of the accommodation for you to collect / leave the key.

6.4 If your arrival is delayed, you must contact the Host as soon as possible so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the accommodation. If you fail to arrive by midday on the day after your Arrival Date and you do not advise the Host of your anticipated late arrival, your booking may be considered as having been cancelled by you. In this event you will not be entitled to any refund of monies paid.

7. Guest Obligations

7.1 You agree to keep and leave the property and the furnishings, kitchen equipment, crockery, glasses, bedding and towels (except items needing normal laundry services) clean and in good condition.

7.2 You agree not to cause any damage to the property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to any other occupier of adjoining or neighbouring properties.

7.3 You agree to take all necessary steps to safeguard your personal property. The Host accepts no liability in respect of damage or loss of such property, except where the damage or loss is caused by the negligence of the Host.

7.4 You cannot allow more people to stay in the property than expressly authorised, nor can you significantly change the make up of the party during your stay in the property, unless it has been agreed with the Host in advance and it is shown on your booking confirmation. If you do so, you may be refused access to the Property, or be required to leave it. Any of these circumstances may be treated as a cancellation of the booking by you.

7.5 You agree to report any breakages and / or incidents that need attention prior to you checking-out.

7.6 You agree to allow the Host, or representative, access at any reasonable time during your stay for the purpose of essential repairs.

8. Falsified Bookings

Any booking obtained under false pretence will be subject to forfeiture of the Reservation Deposit and / or total booking monies; and the party will not be allowed to check in.

9. Noise Levels

The house is in a 'residential area' and noise levels should be kept to a reasonable level, particularly between 11.30pm and 6am; and also during siesta time between 2pm and 5pm.

10. Guest WiFi

Guest WiFi is provided free of charge for paying guests at the house. Your signature on the Booking Contracts and acceptance of these Booking Terms and Conditions shall also be acceptance of Annex B 'Guest WiFi Access Terms and Conditions'.

11. Complaints

11.1 If you have any cause for complaint it is important that remedial action can be taken as soon as possible. It is essential that you contact the Host if any problem arises so that it can be speedily resolved; notification of any issues whilst you are in residence will usually enable shortcomings to be rectified straightaway.

11.2 In the unlikely event any complaint cannot be resolved during your stay, you must put your complaint in writing to the Host with full details and within 28 days of the end of your stay.

12. Host Liability

12.1 As Host, the maximum liability for losses you suffer as a result of the Host acting in breach of these Booking Terms and Conditions is strictly limited to the amount paid by you for your booking and any losses which are a foreseeable consequence of the Host breaking the Agreement. Losses are foreseeable where they could be contemplated by you and the Host at the time your booking was accepted.

12.2 This does not include or limit in any way the Hosts liability for death or personal injury caused by the Hosts negligence, or for fraud, or fraudulent misrepresentation; or for any matter for which it would be illegal for the Host to exclude, or attempt to exclude liability.

13. Law

This Contract is governed by the law of Spain and any dispute, matter or other issue which arises between the Guest and Host which cannot be reasonably settled by other means, will be dealt with by the Courts of Spain.

14. Reporting of personal data – Royal Decree 933/2021 of October 26.

In accordance with the Royal Decree 933/2021 the personal information as detailed at Annex A is required for each guest and shall be collected from you and registered securely by the Host with the Spanish Ministerio del Interior. This is a legal obligation and as such refusal to provide such information shall deem your booking as non-compliant and your booking will be cancelled.

ANNEX A to BOOKING TERMS AND CONDITIONS FOR CASA JENNY

GUEST REGISTRATION

In accordance with Royal Decree 933/2021 of October 26 Annex I B)

Name of establishment: CASA JENNY CALLE HERRADORES 30

Town: ALORA

Province: MALAGA

Tourist Licence number: VFT/MA/64112

1. Traveller data

- a) **Name:**
- b) **First surname:**
- c) **Second surname:**
- d) **Sex:**
- e) **Identity document number:**
- f) **Type of document (DNI, passport, TIE):**
- g) **Nationality:**
- h) **Date of birth:**
- i) **Place of habitual residence (full address):**
- j) **Landline telephone:**
- k) **Mobile phone:**

l) Email:

m) Number of guests:

n) Relationship between guests (in the event of minors):

2. Transaction data:

a) Contract details

Booking reference:

Date:

Signature:

b) Data on the execution of the contract.

Date and time of entry:

Date and time of departure:

c) Payment details:

Type (cash, credit card, payment platform, transfer):

Payment method identification:

Holder of the payment method:

Card expiration date:

Payment date:

ANNEX B to BOOKING TERMS AND CONDITIONS FOR CASA JENNY

GUEST WIFI ACCESS TERMS AND CONDITIONS

1. Extent of the Service

1.1 Your use of Internet Services is carried out entirely at your own risk.

1.2 The Host has no responsibility for, or control over, the Internet Services you access and does not guarantee that any services are error or virus free.

1.3 The Host has no responsibility for, or control over, the information you transmit or receive via the service.

1.4 The Host does not guarantee:

1.4.1 The availability of the Service;

1.4.2 The speed at which information may be transmitted or received via the Service; or

1.4.3 That the Service will be compatible with your equipment or any software which you use.

1.5 Whilst reasonable steps are taken to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service, the Host does not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service and you accept that it is your responsibility to protect your information.

1.6 The Host reserves the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the Service.

2. Guest Use of the Service

2.1 You must not use the Service to access Internet Services, or send or receive emails which:

- 2.1.1 are defamatory, threatening, intimidatory or could be classed as harassment;
- 2.1.2 contain obscene, profane or abusive language or material;
- 2.1.3 contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature;
- 2.1.4 contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;
- 2.1.5 contain material which infringe third party's rights (including intellectual property rights); or
- 2.1.6 are otherwise unlawful or inappropriate.

2.2 Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, email or otherwise use such content unless certain that the owner of such works has authorised its use by you.

2.3 The Host may terminate or temporarily suspend the Service if they reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.2 above.

2.4 The Host recommends that you do not use the Service to transmit or receive any confidential information / data; if you choose to do so you do so at your own risk.

3. Criminal Activity

3.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in Spain, or in any country throughout the world.

3.2 You agree and acknowledge that the Host may be required to provide assistance and information to law enforcement, governmental agencies and other authorities; and is entitled to co-operate with law enforcement and rights-holders in the investigation of any suspected or alleged illegal activity by you.

4. Other Terms

You agree to compensate the Host fully for any claims or legal action made or threatened against the Host by a third party because you have used the Service in breach of these terms and conditions.