



Guest Terms & Conditions

These Booking Terms and Conditions set out the basis upon which SOL Searchers accept bookings for a property rental on behalf of the Owners of the properties. References to "you", "client" or "party leader" mean the person making the booking and all members of the rental party who have been accepted by SOL Searchers on behalf of the Owner.

1. How to Book your Accommodation

All bookings will be made upon the completion by the party leader (minimum age 21) of a 'Booking Form' and on the agreement of these Booking Terms and Conditions as detailed on our website. Accommodation is for the use of the named clients only and may not be added to without our consent or sub-let in any way. Upon receipt of the Booking Form and providing selected dates are available we will then forward your provisional reservation confirmation along with a printable invoice containing all the relevant payment details. Please inform us of your flight details and passport numbers (to comply with Spanish Law) at least 4 weeks before commencement of holiday if not advised on initial booking form.

2. Payment

A deposit payment of 25-50% (depending on property) of the total cost of your break is required to secure your booking. This is due immediately if paying by PayPal or within 7 days of making your reservation if paying in any other agreed way. The balance must be paid 8 weeks (including the damage deposit) before the start of your break. You must ensure that you pay any amount required in accordance with the payment schedule. If you do not, we will have the right to cancel your reservation and keep or claim your deposit (as it is a non-refundable booking fee). We do not send reminders of any payments. Payment by credit card is available through PayPal and incurs an additional non-refundable admin charge of 4% of the total amount due. Payment by credit/charge card confirms that you accept this additional charge. Credit Card payments are made in Sterling and any Euro rate quoted in the invoice will be converted at the exchange rate of the day – please confirm the correct amount with SOL Searchers.

We do not store credit card details nor do we share customer details with any 3rd parties.

3. Damage Deposit

A security deposit of £100 minimum will be required at the same time as the balance payment. This will be requested as a transfer payment or we will simply hold your Card details until the post departure. Providing there is no loss, additional cleaning necessary and no damage is caused during the letting period, the full deposit will be returned via bank transfer within 14 days of departure provided we have received your bank details post occupation. We urge you to notify SOL Searchers of any damage to the property during your stay so that it may be quickly rectified. Clients are requested to replace all breakages prior to departure. Damage discovered after the end of the letting period will be notified to the party leader. Claims against the deposit will be made in the event of any damage caused other than wear and tear. If you fail to vacate the property at the specified times or if additional cleaning is required then this is chargeable against the deposit or credit card. **Please supply your bank details upon your arrival home to facilitate a damage deposit refund by bank transfer.**

4. Our Agreement

A contract is formed when we receive the Required Payment and you have received a Confirmation. Our agreement incorporates the contents of the current online brochure and this agreement which you accepted online at the time of booking. Our agreement with you binds you (Party Leader) and all members of your party including children and any day visitors. You must ensure that all members of your party are aware of, and accept all of this agreement. Our agreement continues until the last member of your party has left the accommodation, including any extensions to your stay and for such time afterwards as may be necessary.

5. The Price of Your Break and What it Includes

The most up-to-date prices are available on our website and will be quoted when you make a reservation. The agreed price for your accommodation will be shown on the confirmation. This includes the use of the accommodation for the maximum number of guests we indicate, any other amenities or services described as included in the price quoted in the information plus clean linen and towels (excluding beach towels) upon arrival. Heating may incur an additional charge during winter months and this will be clearly itemised on your information. Check in is from 4pm on your arrival day and check out no later than 10am on your departure day. Early check in or late departure may be requested in advance but cannot be guaranteed. Free weekly linen changes are offered in most properties but not all, please check with us for confirmation. One set of keys will be issued upon arrival; one additional set may be requested in advance. Should you lose your keys, spare keys will be provided during office hours from a designated collection point, a charge of £30 will apply outside office hours.

6. The Price does not include

- Airport Transfers are available at an additional charge.
- Travel Insurance must be purchased separately.
- Children's equipment is available at an additional charge (cot linen not supplied).
- Some properties do not offer free weekly linen changes, please enquire for linen/maid service costs if required.
- Flights are not included.

7. Cancellation by the client

If you wish to cancel your rental period in full or in part, you must confirm in writing by email. A cancellation can only be accepted from the lead member of the party and will be effective from the date the cancellation instruction is received by SOL Searchers. The cancellation charges set out below in Condition 8 will be payable, and are based on the expenses and losses suffered by us as a result of cancellations. You remain responsible for the total cancellation charges of the booking and all outstanding balances must be paid in full.

8. Cancellation Charges

Cancellation charge is as a percentage of the total rental period cost, inclusive of extras.

Notice prior to holiday commencement date	% Cancellation Charge
More than 8 weeks	Retention of Booking Deposit
6 - 8 weeks	60%
4 - 6 weeks	75%
Less than 4 weeks	100%

The damage deposit is fully refundable but please note that credit card charges are non-refundable.

9. Amendments by the client

If you wish to amend your booking once you have received a booking confirmation, we will do our best to satisfy your requirements. An administration fee of £15, together with any other costs may be charged for each change made to the complete booking confirmation. However, it is important to realise that a change of property or dates may have to be treated as the cancellation of one booking and the making of another. In such cases cancellation charges may be incurred and the cancellation charges in Condition 8 will apply. When the change is requested we will remind the party leader of the cancellation charges applicable. If the party leader still wishes to change the booking it will be treated as cancelled by you.

10. Cancellations or amendment buy Sol Searchers

Some modifications and alterations to a property may be made after properties are added to the website.

If they are major and we are made aware we will inform you; however, we cannot accept responsibility for minor changes, building work, water and mains service, neighbours and items beyond our control (please refer to Condition 11 Force Majeure).

Neither the Owner nor SOL Searchers expect to make any changes to your booking, but occasionally problems occur and bookings have to be changed or cancelled. If this does happen, we will contact the party leader as is reasonably practical, explain what has happened and inform them of the cancellation or change.

If a significant change has been made or your booking has to be cancelled, we will offer the party leader the option of:

- a) Accepting the changed arrangements;
- b) Accepting an alternative property of similar type and standard in a similar location;
- c) Cancelling your rental period with a full refund of payments

Where your booking has significantly changed or cancelled, and you do not wish to accept any change with good reasoning, or we cannot offer an alternative property, SOL Searchers will refund all of the monies to you. In the unlikely event that the party leader fails to tell us that you wish to accept change or refuses an alternative property offered, we are entitled to cancel the booking and you will receive a refund of all monies.

A compensation payment is not payable and no liability can be accepted jointly or individually by either the Owner or SOL searchers if we are forced to make a change or cancellation as a result of an unusual and unforeseeable circumstance(s) or event(s) beyond our control, to which the consequences could not have been avoided even with all due care (please refer to Condition 11 Force Majeure).

11. Circumstances beyond the control of owner/Sol Searchers

Where a cancellation or major change is made as a result of destruction or damage of the property by another cause (other than negligence by the Owner or Sol Searchers) or Force Majeure to include; fire, flood, exceptional weather conditions, epidemics, war, riots, civil commotion, strikes, disasters, terrorist activities, technical problems with transportation which may effect the service of properties abroad, the re-scheduling or delay of aircraft or other transportation or other events outside the control of the company, SOL Searchers or the Owner shall not be held responsible in any way and we cannot pay any expenses or costs you incur as a result.

Minor changes are not eligible for compensation and do not entitle you to cancel or take an alternative rental property without paying our normal charges.

SOL Searchers cannot be held responsible for any disruption caused by loss of utility services or external works resulting in noise, disturbance or inconvenience. SOL Searchers will of course make every effort to resolve such problems should they arise but cannot undertake any guarantee to resolve any matters that are outside of our control.

The opening hours of any communal swimming pool can vary and they are normally open from June to September unless otherwise specified.

12. Our Responsibilities

The accommodation we arrange on your behalf belongs to the property Owner and we act as agent on their behalf. We manage all the rental arrangements and will accommodate your specific rental requirements to the best of our ability. We endeavour to offer you prompt assistance should you or any member of your party find yourself in difficulty whilst renting one of our properties. If there are any problems with the property during your stay and you require assistance you will find the relevant contact number in your information pack.

We accept responsibility for ensuring the accommodation, which you book with us, is supplied as described on www.solsearchersproperty.com and the services offered reach a reasonable standard based on the information given within the site and documentation provided before the commencement of your stay. SOL Searchers aim to provide clients with an up to date overall impression of the accommodation, its facilities and surroundings. SOL Searchers cannot be held responsible for any design or environmental changes since the photographs were taken but will of course aim to satisfy all the clients' needs where possible. Where any reference is made to local public services, these are intended for the clients' convenience and we are unable to accept responsibility for the non-availability of these public services. All distances mentioned are approximate and driving times are a guide and may vary subject to road conditions and volumes of traffic.

SOL Searchers, its employees and property owners cannot be held responsible for any death, injury, accident, sickness or criminal act unless in the case of SOL Searchers, this results from the negligence of SOL Searchers or one of our employees (providing they were at the time acting in the course of their employment). Or unless in the case of the Owner, this results from the Owner's negligence or that of any employee of the Owner (providing they were at the time acting in the course of their employment). By agreeing to these Terms and Conditions the party leader and their guests confirm that they accept responsibility for their own actions and the result thereof and waive any right to hold SOL Searchers or the property owners responsible in any way.

The Company does not accept liability for loss of main services such as electricity, gas or water supplies, nor any actions taken in the vicinity of the property by any authority over which there is no control. Refunds or compensation would not be payable and cancellation charges would still apply. With regard to building work, we would of course inform you of any building work that occurs at your chosen property or in its grounds (save that being for maintenance). Building work and noise outside the boundaries of the property is beyond our control; however, we will endeavour to inform you should we consider it might directly affect our website description of the property or would materially effect any special request made by clients - see Your Responsibilities.

There may be occasions where an advertised facility is either modified or not available. Such situations may be dictated by local circumstances, necessity for maintenance (e.g. swimming pools), unsuitable weather conditions, fuel shortages, power cuts and other circumstances beyond our control. If we are advised of this we will endeavour to inform you, but the Company cannot be held liable in such circumstances.

As SOL Searchers acts only as agent for the Owner, we cannot accept any liability for any act(s) or omission(s) of the Owner or anyone representing, or employed by, the Owner. Further, SOL Searchers cannot accept any liability for any shortcomings or defects with or in any property as all properties are within sole control of the Owner. Please also refer to Condition 11 Force Majeure.

Our liability in all cases shall be limited to a maximum of the value of the holiday or that portion of it affected.

13. Your Responsibilities

You and all members of your party are responsible:

- a) For the property and you are expected to take reasonable care of it. If on arrival, you find any damage not caused by your party please immediately bring this to our representative's attention
- b) For leaving the property in a clean and tidy condition, similar to how you found it upon your arrival.
- c) For any damage to the property, its contents or to any Third Party visiting the property, which is caused by you, a member of your party or any person you invite to the property. We strongly recommend you take out Personal Insurance, which provides personal liability protection.
- d) For costs of any breakage or damage in or to the property, along with any additional costs that may have been caused by you and/or any members of your rental party. We can require payment from you to cover such costs.
- e) For ensuring the guest call out service is necessary and related to the property otherwise a charge of 40 Euros per call out will be deducted from the damage deposit. Outside of 8:00 am to 8:00 pm the charge increases to 80 Euros per call out. If guest call outs continue then additional charges will be levied to them. The charges made for the guest call out service are at the discretion of SOL searchers.
- f) For allowing the Owner and any representatives of the Owner (including workmen) access to the property at any reasonable time during your occupation of the property (except in cases of emergency or where a problem needs remedying quickly and you cannot be contacted in time. In this situation the Owner or representative is entitled to enter the property at any time without giving prior notice).
- g) For making yourself aware of all possible hazards at the accommodation e.g. slip hazards on tiled floors with particular care and caution observed in and around the pool.
- h) For not exceeding the maximum occupancy levels.
- i) For not smoking inside any of our properties.
- j) For taking responsibility for the supervising of children in high risk areas such as balconies and swimming pools.
- k) For arranging your own PERSONAL TRAVEL INSURANCE so as not to claim on the Owner's in the event of cancellation, theft etc. SOL Searchers insist that clients obtain their own medical accident and personal property insurance. SOL Searchers accept no liability to loss or damage to your personal property during your stay at the property.
- l) For informing us of any disability or special requests so we can make suitable enquiries and arrangements for you.
- m) For not allowing pets inside the property unless this has been agreed in advance and is shown on your booking confirmation.

14. Breach of Conditions

Behaviour should not be excessive, noisy or disruptive, especially at night. Offensive or illegal behaviour will not be tolerated and may result in the police being involved. Offensive or aggressive behaviour or language towards our staff is not acceptable. We may ask you and/or any member of your party to leave immediately if your conduct results in police attendance or is considered by us to be inappropriate; likely to cause harm; or impair the enjoyment, comfort or safety of anyone; or is likely, in our belief, to breach any of this agreement. The Company's responsibility will then cease, and there will be no obligation to cover any expenses incurred by the party as a result of cancellation brought about in these circumstances. No claims will be accepted for refunds or compensation whatsoever. Cancellation charges will be enforced. In this situation neither the Owner nor SOL Searchers is under any obligation to find any alternative accommodation for you.

15. Complaints

We do not wish to have dissatisfied clients and we consider it part of the rental contract to be given the opportunity to put right any grievances you may have whilst at the property. In the unlikely event you are dissatisfied; you must in the first instance contact SOL Searchers so that any problems can be resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Immediate discussion with us whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding water heating of the property) cannot possibly be investigated unless registered while you are in residence.

If after this, you feel that the problem has not been resolved to your satisfaction, then you must, within 28 days of the end of your rental period, put your complaint in writing via email to SOL Searchers. This will then be investigated and rectified with the Owner. Accordingly, in any situation if you did not make a complaint or claim in accordance with this procedure, it may affect the resolution of your complaint. Any request for compensation is not an immediate entitlement and the decision is at the discretion of the Owner to assess the appropriateness.

We encourage and welcome any feedback you may have after your stay. Any negative feedback will not be treated as a complaint but will be considered for improvement by the Owner

SOL searchers cannot be held responsible for unforeseen construction work in the vicinity of the property, which is totally beyond our control. Although we are very sympathetic under these circumstances and will assist, we have no power to stop construction work and, as such, cannot be held liable.

This agreement and any dispute between us will be governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the courts of England and Wales over any matter arising out of our agreement or your accommodation rental. You may choose to submit to the law and jurisdiction of Scotland or Northern Ireland if you are resident there. We must both act reasonably in selecting or agreeing any jurisdiction including any forum for dispute resolution.

Each of the provisions of these Conditions are distinct and severable from the others and if at any time one or more provision is or becomes invalid, unlawful or unenforceable (whether wholly or to any extent), the validity, lawfulness and enforceability of the remaining provisions (or the same provision to any other extent) shall not in any way be affected or impaired.

I hereby agree to the terms and conditions outlined above and accept responsibility for myself and the other members of my party to adhere to the conditions outlined within this document.

Print Below:

Sign Below:

Date: / /