

FINCA SON SALAS

LUXURY FINCA
SOLLER, MALLORCA

Terms & Conditions

Upon booking at Finca Son Salas, all guests agree to the following agreement:

For one party,

Marrutxo S.L. with CIF B-07044399 and domiciled for the purposes of notifications at "58 Cami de Son Sales, Soller, 07100, Balearic Islands, Mallorca, Spain".

(Hereinafter "**The Owner**".)

For the other party,

(Hereinafter "**The Guest**".)

Both parties recognise they have sufficient legal capacity to enter into this act and freely,

WITNESSET

- I. Whereas, the Owner is the owner of the following property in perfect working order "Finca Son Salas" (Finca with 9 bedrooms, surrounding gardens, swimming pool and tennis court) with licence AG/225 and address 58 Cami de Son Salas, Soller, 07100, Mallorca (Hereinafter "**The Property**".).

On the conditions and with the furniture and services described in this agreement.

The Property is clean, in perfect working order, conservation and habitability, and the utilities and services it has are in working order.

- II. Both parties have agreed to enter into the usage of the property described above, so they hereby arrange this agreement, that shall be governed by the following terms:

CLAUSES

ONE. OBJECT

- 1.1 The Owner hereby cedes on usage, for the term that shall be stated, to the Guest, who accepts, the Property and the services described.

TWO. RENT, DEPOSIT, CANCELLATION AND TAXES

- 2.1 The Guest agrees to pay the total amount for the rental period, with the following payment schedule: 30% of the total amount paid as a deposit at the moment of reserving the property, the following 30% to be paid 90 days prior to the Guest entering the property, and the remaining 40% to be paid 60 days prior to the Guest entering the property.
- 2.2 In the event the Guest fails to make timely payment of any amount set out in 2.1, the booking will be automatically cancelled.
- 2.3 Prior to entering the property, the Guest shall deliver the Owner a security deposit. That security deposit shall be returned to the Guest at the end of the rental period, once the Property is checked. The security deposit amount does not limit the amount that the Owner can claim from the Guest for damage etc.
- 2.4 The Guest agrees to the following cancellation policy:
30% loss of total rental amount, if cancelled 90 days or more before date of arrival
60% loss of total rental amount, if cancelled 60 days or more before date of arrival
100% loss of total rental amount, if cancelled less than 60 days before date of arrival
- 2.5 The Guest will provide the passports of all their guests staying at the Property, and pay the relevant legally required Tourist Tax directly to the Owner upon arrival:
- | | | |
|-------------|--------------------|---------------------------|
| Low Season | (November - April) | 0.50 Euros per person/day |
| High Season | (May - October) | 2.00 Euros per person/day |
- Note: (1) Children under 16 are exempt. (2) 50% discount starting on 9th day of stay.

THREE. TERM

- 3.1 Usage of the Property is granted for the period booked (agreed by in writing) starting at 4:00 pm on the first day, and will be automatically terminated without any notice being required, on the last day booked at 11:00 am, and the Guest must deliver the keys prior to that moment and vacate the Property.
- 3.2 The Guest must leave the property in the state in which it was found, leaving it free of items and belongings and with the utilities available and the furniture and objects in perfect working order, without an extension thereof being permissible, unless agreed in writing between the parties.

FOUR. OBLIGATIONS OF THE PARTIES

- 4.1 The maximum occupancy for the Property is 16 guests when renting the Finca alone, and 18 guests with the Pool Suite.
- 4.1 The Guest is obliged to conserve the Property in perfect conditions during the term freely agreed between both parties.
- 4.2 The Guest may not perform disturbing, unhealthy, noxious, hazardous, illicit acts, on the premises. Nor may flammable, explosive or corrosive materials be stored in the home and/or mercantile or industrial activities be performed.
- 4.3 The Guest shall be directly and exclusively responsible and waives the Owner of all responsibility for:

- i. Damages that may be caused to persons, guests or personal property arising from the Property rented or its installations, services or utilities.
 - ii. Damages, deterioration or loss caused to the Property, either caused by the Guest or by other guests staying in the Property or attending an event.
- 4.4 The Owner shall maintain the supplies of water, electricity, gas etc., up to date with payment and in full operation, as well as the insurance of the Property up to date.
- 4.5 The Guest shall allow the Owner access to the property for the purpose of repair, maintenance and inspection. The Owner shall exercise this right of access in a reasonable manner.
- 4.6 In the unlikely event the Owner cancels the reservation, the Guest will receive a refund for their booking. No other compensation will be given to the Guest, such as travel expenses etc. We therefore advise clients to obtain travel insurance.
- 4.7 The Guest cannot host any events or gatherings in the Property unless prior written permission is given by the Owner.
- 4.8 The Property cannot be rented or sublet to third parties without the prior written permission of the Owner.

FIVE. PAYMENT

- 5.1 Payments are to be made to the following account:

Account Name: Marrutxo S.L. (CIF: B-07044399)

IBAN: ES30 0049 0176 2128 1018 0986

SWIFT/BIC: BSCHEMM

Name of Bank: BCH (Banco Santander Central Hispano)

Bank Address: Plaza Constitucion, 21, Soller 07100, Mallorca, Spain

SIX. PENALISATION CLAUSE

- 6.1 Failure to fulfil the obligation to leave the Property within the term agreed shall make the Guest liable to pay a penalisation of a sum equivalent to triple the daily rent (excluding any discounts given), accrued by weeks elapsed until free availability of the Property to the Owner, notwithstanding the costs, expenses and other compensation that may be due, including the fees of lawyers and procurator, although their intervention may not be required.

SEVEN. JURISDICTION AND APPLICABLE LAWS

- 7.1 The parties hereto submit to the jurisdiction and competence of the courts and tribunals of Palma de Mallorca, Spain, expressly renouncing their own jurisdiction.