



## Client Terms & Conditions

Please carefully read the Terms and Conditions that apply between [www.ValenciaShortStay.com](http://www.ValenciaShortStay.com), owned by Mattenet Heskett SL (MHSL, Reg in Europe CIF B97246599) and you (the guest) for the booking of your accommodation in Valencia for the purposes of short-term holiday or executive rental accommodation.

Our Contacts. You can contact us by e-mail to:

**info@valenciashortstay.com**

Our telephone number is: + 34 96 156 1730

Our fax: + 34 96 112 5857

Please check the bottom of our emails for our **mobiles**.

### 1] General

All prices shown are in **euros**.

You must be 18 years of age or older;

The minimum charge is for 3 days.

**Identification** - You must produce proof of identity, when we give you the keys. We need your home address and an ID number – For a European this will be your ID card number. For someone resident in the UK, a passport number is required.

**Short stay rents include all bills and taxes and basic cleaning.**

### 2] Bookings – Short Stay – less than 30 days

**INITIAL DEPOSIT** - required to secure your booking - **300 euros**. You can pay this by bank transfer or via our Bank's on-line card processing service. Click [Card Payments](#) from the Prices / Rates page on Valencia Short Stay.

**HOLDING DEPOSIT** - required to hold the rental equal to **50%** of the total agreed rental - to be paid within 30 days of the initial deposit payment. For short stays of a week or less, this will be covered by the Initial deposit.

**BALANCE** - to be paid not later than 15 days before arrival, by bank transfer to the owners account; or this can be brought in cash and paid when

**SECURITY DEPOSIT** - When we give you the keys, we retain a **Security Deposit of 300 euros**. If your Holding Deposit is also 300 euros, we can treat it as your Security Deposit and return it to you after your stay, by annulling your card payment.

Please do not make your deposit until you have an email from us confirming that the apartment is held for you. When you pay via the internet, you will receive an email confirming payment has been made. Please email [info@valenciashortstay.com](mailto:info@valenciashortstay.com) as well to say you have paid your deposit for your stay. This acts as a double check to make it virtually impossible for a flat to be double booked.

### 3] Bookings – Mid Stay – More than 30 days

For Mid-Stay bookings up to six months, rent normally includes bills. ie the electricity, gas, water and service charge for the common parts.

**INITIAL DEPOSIT** - required to secure your booking - **300 euros**, to be paid within 30 days of the initial deposit payment. You can pay this by bank transfer or via our Bank's on-line card processing service. Click [Card Payments](#) from the Prices / Rates page on Valencia Short Stay.

**HOLDING DEPOSIT** - for mid stay booking is **One Month's Rent**. The guest pays a booking fee to the agent (ie us) apart from the rent. In Valencia, the normal booking fee is one month's rent regardless of the length of the stay. We consider this too much for a Mid Stay; so we have devised the following scale for agent's fees and deposits. The security deposit is returned to you after you have left. See below.

#### MID STAY AGENT'S FEES, DEPOSIT & RENT PAYMENTS

Rental Period	Agent's fees as % of a	Rent Paid in advance	Security Deposit
---------------	------------------------	----------------------	------------------

	<b>month's rent</b>		<b>Required</b>
1 month	20%	100%	300 euros
2 months	40%	100%	400 euros
3 months	60%	100%	500 euros
4 months	80%	100%	600 euros
5 - 6 months	100%	100%	600 euros
7 - 11 months	100%	2 months in advance	1 Months rent

#### 4] Security deposit

When we give you the keys, we retain a **Security Deposit of 300 euros**. If your Holding Deposit is also 300 euros, we can treat it as your Security Deposit and return it to you after your stay, by annulling your card payment.

Your deposit is returned to you after your stay by card credit or by bank transfer depending on how you paid the original Holding Deposit.

In a case of the damages or loss, caused by the guest, exceed the security deposit, the guest undertakes to pay the difference.

#### 5] Payment Methods

**CARD PAYMENTS – DEPOSITS** - for speed and security we recommend that your deposit is paid via our on-line payment service which is run by the CAM bank. It accepts Visa or Mastercard. Click the 'Card Payments' button on our rates page or go direct to [www.catpam.com/tpv/ordervss.php](http://www.catpam.com/tpv/ordervss.php)

**SPAIN BANK TRANSFERS – RENTS** – If you are renting a client apartment – ie a flat that is not owned by us – we ask you to pay the balance of your rent directly to the client bank account in Spain. By paying the client direct, we do not have to charge 7% sales tax on the rental. We can also accept deposits by bank transfer. Our Spanish bank account for international bank transfers is as follows:-

**Spanish Bank:** CAM, Avda San Lorenzo, El Vedat de Torrent, 46900 Valencia

SWIFT: CAAMES2A

IBAN number: ES73 2090 2105 24 0040127796

Account: Mattenet Heskett SL

**UK BANK TRANSFERS – DEPOSITS ONLY** – If you have a UK bank account, you will find it less expensive to transfer your deposit to our UK bank account. After your stay we will return your deposit the same way from the UK account. Our UK bank account is as follows:-

**UK Bank:** Lloyds TSB

Sort: 30-93-79

Account: 00291282

Name: P & M Heskett

**CASH – SECURITY DEPOSIT AND BALANCE** – The security deposit will usually be collected in cash, when we give you the keys. Sometimes it may be convenient to bring the balance of the rent in cash as well. (We normally meet our guests at the airport, and take you straight the apartment. So there is no question of you wandering around the city loaded with cash.)

#### 6] Conduct

- It is not permitted to assign or sub-let the whole or part of the property.
- No part of the property shall be used for any purposes other than as residential accommodation. Illegal or commercial activity is strictly forbidden.
- No more than the agreed number of persons are to be accommodated at the property. For any extra person(s), there will be an additional fee. This clause is not applicable for children under 2 year's old;
- It is not permitted to interfere, or cause or permit interference with the reasonable peace, comfort or privacy of neighbours;
- Please keep noise down between 11pm and 09 am. Also it is normal to keep the noise during siesta time – mid afternoon.
- Parties are not allowed in the apartment;
- The client shall comply with the By-Laws applicable in respect of the premises and its environment.

#### 7] Damage

The following points are pretty obvious - but need to be stated nonetheless.

- The client should Not mark, paint, drive nails or crews or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation. In the case of default, we may arrange repairs and a fee may be charged;
- The inventory of the premises will be given to the client when he enters the apartment; The guest should notify us anything missing within 48h00 of arrival with his observations. You should notify us as soon as practicable of any damage to the premises.
- If the guest has an accident, s/he should make it good if possible – ie by buying a replacement of equal value – or by paying us the cost of repair or replacement (fair wear and tear excepted).
- Valencia Short Stay is not liable under any circumstances for loss, theft or damage to the occupants or clients and/ or their property and belongings;
- The guest should not keep any animal or birds in the premises without the previous authorization.
- Inflammable, explosive, corrosive or radioactive material are strictly forbidden;
- It is forbidden to use any appliance, which may cause an unreasonable increase in consumption of electricity, water or gas, without the previous authorization.
- The client should maintain and leave the premises in a clean and tidy condition, and should care for all items included in the letting;
- The guest may not to remove any furniture or effects from the premises.
- The guest should allow us to enter, view the state of repair and to carry out repairs, even when the tenant is not there.
- The guest should allow us to show the premises to prospective buyers or mortgagees or prospective tenants on a reasonable number of occasions, if the tenant gets reasonable notice on each occasion.
- We reserve the right to deny occupancy, evict, and refuse refund at any time to anyone who appears to be detrimental to the property.

## 8] Arrivals

A representative of Valencia Short Stay will meet you at the airport or the apartment and give you the keys; If you are not being met at the airport, the normal Check in time is from 5 pm (17h00) until 9 pm (21h00) on the day of arrival

In the event of late arrival or arrival in a non-working day, we reserve the right to charge a supplementary fee depending on the time, please note late check in have to be arranged prior arrival,  
- 20€ after 9.30pm (21:30) or on Sunday

You are welcome to request any suitable times subject to availability without any additional cost.

At least 4 days before your arrival, we need to know approximately your arrival time to Valencia;

**Please send a text message to our mobile as soon as you know of a change in times.**

## 9] Departures

- The check out will be no later than 12 am the day of the departure, without prior agreement.
- The guest should take out all garbage and wash and put away all dishes and empty refrigerator the day of departure. If the apartment is left in a complete mess, we reserve the right to add a cleaning surcharge.
- The guest agrees to return all keys and operating devices when the agreement terminates and give vacant possession of the premises to us at check out time.
- The apartment will be checked out after your departure, and your deposit refunded by bank transfer or credit to your card.
- Late departure will be charged at **1/3 rd of a day rate**, especially if we have to compensate the next guest, if the flat is not ready in time for their arrival.
- You are welcome to request any suitable times subject to availability without any additional cost.
- We do not repay your security deposit until we have had time to check out the apartment.

## 10] Change date of reservation

Any change of reservation date should be communicated as soon as possible by fax or email to us.

If there is availability for the chosen dates, then we will make the corresponding changes at no extra cost. If there should not be availability in the new dates chosen by the client and the client wishes to cancel the reservation, the standard cancellation policy will apply.

Any request of extension of the stay should be send to us as soon as possible. We will do our best to accommodate you.

## 11] Cancellation Policy

All reservations are non-exchangeable, non-refundable and non transferable except as provided under these Booking

#### Terms and Conditions.

If the client has paid via our bank's credit card service and cancels within 7 days of making the booking and no other bookings have been lost, as a result of holding the property for you, then we can null the original payment. By this you will get your 97% of your deposit back - ie 100% less the bank's 3% charge for processing the original payment.

In the event of cancellation, please let us know as soon as possible by fax or email prior your arrival date, and we will refund your deposit less fees as follows:

- a 50 euro administration fees will be charged if cancellation occurs 90 days prior your intended arrival;
- Cancellation within 61 and 90 days of your intended arrival is subject to a cancellation fee equal to 30% of the total rental.
- Cancellation within 31 and 60 days of your intended arrival is subject to a cancellation fee equal to 60% of the total rental.
- Cancellation within 30 days of your intended arrival is subject to 100% cancellation fee.

The refund will be calculated on a basis of the rental price.

The guest takes responsibility of the bank fees refund;

We are not responsible for cancellation for circumstances beyond one's control which shall include strike, natural catastrophes, disease, death, war (non exhaustive list), and consequently the client is not free from the responsibility of payment and undertakes to cancel his booking according to our cancellation policy above. All our owners are paying mortgages and cannot afford to lose rentals due to 'No Shows'.

**RECOMMENDATION - YOU SHOULD TAKE OUT HOLIDAY INSURANCE TO COVER CANCELLATION DUE TO UNFORESEEN CIRCUMSTANCES.**

### 12] Transfer

In the event a rental property becomes unavailable after being booked for reasons beyond our control, the guest shall have the option of either cancelling the reservation without penalty or taking a replacement unit specified by Valencia Short Stay. Any compensation is at the discretion of Valencia Short Stay. (We rely on personal recommendation for the introduction of new clients; so we will do our best to ensure that you feel good about your experience with Valencia Short Stay).

### 13] Late Arrivals and No Shows

If you inform us of your delay within 48h00, we will hold your reservation for one more day and it will be considered as if you have occupied the apartment from the original arrival date. It does not entitle you to any extension on your original booking. Should you not turn up on the arrival date without informing us, we will take this as a cancellation of the booking.

### 14] Rental Agreements

**Mid Stays for more than 1 month** are subject to a rental contract, which is subject to the Urban Letting Law (la Ley de Arrendamientos Urbanos, Ley 28/1994);

These contracts do not permit the apartment to be let as a "habitual residence" of the tenant, only short term lets for travel, holidays, studying, temporary stays, etc. being allowed;

An inventory of contents and furnishings of the apartment is signed together with the contract and is checked on returning the keys.

**For Short Stays less than a month**, you agree to our term and conditions as outlined above, when you confirm your reservation with Valencia Short Stay. You acknowledge reading and accepting our cancellation policy as stated.

### 15] Entitlements and obligations

Valencia Short Stay (MHSL) provides all relevant information;

MHSL formalizes the reservations and contract procedure;

MHSL verifies the inventory and payment;

It is the owner of each apartment who cedes its use for letting, under the indicted legal and contractual rules and conditions usual in these cases;

The guest has the right to occupy the apartment for the period contracted, with the number of people agreed and is obliged to pay the rental price and take responsibility for any irregularities caused to the apartment in this period.

### 16] Legal information

The rental contracts are subject to Spanish legislation, to be exact, Ley 28/1994, Ley de Arrendamientos Urbanos (the Law for Urban Lettings) and the Código Civil (the Civil Code), and for prosecution matters to Ley 1/2000, Enjuiciamiento Civil (Lawsuit), under which the competence will correspond to the exclusive jurisdiction of the courts of Valencia, Spain.

### 17] Miscellaneous

Prices quoted for short term accommodation include bed linen (sheets, pillows and duvets) and sets of towels included for the designed number of persons.

Additional costs are for additional services (mandatory or not) like extra linen, towels, baby cot, cleaning fee etc.

A charge of **50 Euros** is added to short stay rents for Normal **CLEANING** and Laundry after your departure. If extra cleaning is required, you will be charge will be made against your security deposit.

It is strictly forbidden to sleep on the beds without linen;

The apartment is equipped with the basic kitchen cutlery and dinner service for the designed number of persons.

Mid stay clients are required to let our cleaner in once a month to clean the flat, which they will pay in cash. Cleaning is charged at 10.00 euros an hour.

For further and detailed information for each apartment, check the description on the website, [www.ValenciaShortStay.com](http://www.ValenciaShortStay.com) , as apartments can also have additional services, as television, video or DVD, Internet, HIFI, etc.

### Valencia Short Stay - July 2006