

General Information

All services (electricity, water, gas, final cleaning)

Normal summer usage of these services is included in your rental. There is always a supplementary charge for heating (payable locally) and you are requested to leave the property clean and tidy with dishes washed and rubbish cleared.

Catering is only included if expressly stated in our confirmation.

The owner / manager / gardener must have access to the surroundings in order to take care of the garden.

Visitors obligations

You undertake to keep the premises and all the furniture, fixtures and effects in the same state of repair and condition as at the commencement of the booking period and shall pay the value of any part of the premises, furniture, fixtures, fittings and effects so destroyed or damaged as to be incapable of being restored to its previous condition. Breakage and damage have to be reported as soon as possible no matter if an inventory deposit is made. We strongly recommend taking out private liability insurance.

Inventory deposit

The owner or our local agency is entitled to require a refundable inventory deposit (app. DEM 500,- / EURO 250,- cash or eurocheque) when providing the keys. It will be returned to you at the end of your stay if the property is handed over in the same state of repair and condition as at the commencement of the booking period.

Any eventually damage claims of the owner will not be effected by the refund of the deposit.

Equipment and property quality

Although we put a strong impact on the quality of the properties, given the rural situation of many of our houses it is likely that in some cases weaker waste pipes, lower waterpressure, bare light bulbs, limed and not wallpapered walls, power and water failure have to be accepted. You may also be aware of unaccustomed noise (dogs barking, cockerels crowing) and the visit of ants or other small insects in the house.

All properties have a refrigerator and cooking facilities but these do vary enormously (from full ovens and fitted kitchens to simple hobs and local equipment). Most Spanish properties do not provide teapots or water boilers and sometimes not every bedroom has its own wardrobe.

Washing machines and dishwashers will be found in property descriptions when available.

Please be advised that Spanish beds are mostly only 180 - 190 cm long and "French" beds are 135 cm wide.

Bed linen and towels are provided in most of our houses and included in the rental. Exceptions are shown in our price list.

If the property has a terrace or balcony, garden furniture (tables and chairs but normally no deckchairs) is provided. Furthermore, many of them have also a barbecue.

Swimming pools are closed from September / November until March / May depending on the region.

House capacity

For your own comfort we do not allow "overloading" of properties, extra child beds can be provided on request where possible. The owner or representative is entitled to refuse supplementary persons or to require an extra charge.

It is also strictly prohibited to build up tents in the garden.

Pets

Please advise on your booking form if you intend to bring a pet. This always has to be reconfirmed by us for every single pet. In case that pets are permitted we ask you to keep them well under control, do not allow them on the furniture and especially the beds or leave them unattended. We must hold you responsible for all damages arising.

Getting there

As our properties are often located in rural areas and small villages, roads and ways may be remarkably narrow and in some cases also not be asphalted or in bad condition. Please read our property description carefully as special advice is given if the property is only reachable by unasphalted ways of more than 100 m.

Access is always possible with usual cars but may require very careful driving.

We warn you against the booking of those properties if you intend to use a lowered or very big car or if you feel insecure on such ways.

Arrival and departure

Let starts are indicated in our price list. Tenancies commence between 17:00 hrs and 20:00 hrs and end at 10:00 hrs to ensure that the owner / representative has sufficient time to prepare the house for incoming clients. If you arrive prior or later to this please contact the owner or representative in order to fix an appointment for the key delivery.

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Terms of letting

1. Contract conclusion

1.1. With the sending / faxing of the Terraviva-booking form the visitor offers Terraviva firmly the conclusion of a holiday contract based on the catalogue descriptions, the General Information and all supplementary information received by e-mail, fax or mail.

1.2. The holiday contract will exclusively be concluded on receipt of our written booking confirmation.

2. Initial deposit, final payment, inventory deposit

2.1. Together with the booking confirmation, the visitor will receive a safeguard certificate according to § 651 k Abs. 3 BGB in order to secure the payments of our guests in accordance with German law.

2.2. An initial deposit (20% of the total invoice amount) falls due within 7 days on receipt of the booking confirmation and safeguard certificate, payable to Terraviva as Terraviva has to effect payments in advance to the owners of the properties. The initial deposit will be deducted from the total amount.

2.3. If Terraviva does not receive the initial deposit within the time limit, Terraviva reserves the right to cancel the contract after sending a reminder with time limit and to invoice a cancellation lump sum according to n° 4 of this contract.

2.4. If the holiday commences less than 4 weeks after receipt of the booking confirmation, the total amount will fall due immediately without an initial deposit.

2.5. The full balance of the total holiday amount has to be transferred to the Terraviva account not later than 4 weeks before the holiday begins.

2.6. If Terraviva does not receive the final payment within the time limit, Terraviva reserves the right to cancel the contract after sending a reminder with time limit and to invoice a cancellation lump sum according to n° 4 of this contract.

2.7. The owner / representative of the property is entitled to request a refundable inventory deposit of max. DEM 500. - (EURO 250,-) (cash or eurocheque) when delivering the keys to the visitor. The deposit amount will be shown on the final travel documents.

3. Services

3.1. When a contract is concluded, we will provide the property of your choice in the state of condition and equipment according to our actual catalogue and eventually additional information received.

3.2. Our service liability for holiday properties does not cover any circumstances beyond our control, especially the surroundings of the object, beaches and the local situation, except for the culpably omission of information caused by Terraviva.

4. Cancellation by the visitor

4.1. The visitor is entitled to cancel the contract at any time before the holiday begins. The cancellation must be in writing.

4.2. In case of cancellation Terraviva is entitled to claim the following cancellation fees:

For holiday properties:

a) cancellation until 61st day before the letting begins: 20% of the total holiday amount

b) cancellation between 60 - 35 day before the letting begins: 50% of the total holiday amount

c) cancellation between 34 - 10 day before the letting begins: 80% of the total holiday amount

d) cancellation between 9 - 0 day before the letting begins: 95% of the total holiday amount

e) no show without written cancellation advice: 100%

4.3. The visitor is entitled to place substitutes according to § 651 b BGB.

5. Not enlisted services

In case that the visitor does not enlist holiday services due to delayed arrival, prior departure, illness or other reasons not in liability of Terraviva, the visitor is not entitled to any refunds.

However, Terraviva will refund saved expenditure as soon and as far as the service providers have in fact refunded them to Terraviva.

6. Special duties of visitors for vacation properties

5.1. Accommodation is limited to the number of persons for whom the booking is made, and the maximum number in each property must not exceed that stated in the brochure.

In case of overcrowded properties, Terraviva reserves the right to cancel the contract and to charge an additional amount for the period of exceed. The additional persons have to leave the house immediately.

5.2. The visitor undertakes to keep the premises and all the furniture, fixtures and effects in the same state of condition as at the commencement of the booking period. Any damages and losses have to be reported during the stay as soon as possible to Terraviva, the owner or our local representative.

5.3. In cases of defects, the visitor undertakes to do everything reasonable to help to remedy the defect and to keep eventually defects as low as possible.

5.4. The visitor is requested to leave the property clean and tidy at the end of the stay with dishes washed and rubbish cleared.

The final cleaning included in the rent does not effect the cleaning of the dishwasher or stove, refrigerator or kitchen utensil / kitchenware. These have to be left in impeccable clean condition. If found to be in a particularly dirty state extra cleaning charges will be required subsequently by the owner or his representative.

5.5. Pets are only allowed if confirmed in advance. Please refer to our General Information.

5.6. Terraviva advises the latest arrival time possible. A claim to key delivery and property entrance on delayed arrival does not exist. The visitor must report a delay, especially for the case that the owner or representative is willing to pass the keys later than scheduled.

Expenses for overnight stays due to delayed arrivals have to be paid by the visitor.

6. Duties and cancellation of the visitor, exclusion deadline

6.1. Corresponding to the liability of § 651 d Abs. 2 BGB, the visitor is bound to report on the spot any occurring defect immediately to the owner or representative of Terraviva and to claim remedy. Terraviva informs about name, address and phone number of the owner or local representative in final travel documents. If the owner cannot be reached or is not able to remedy the defect, the visitor is bound to report the defect immediately to Terraviva on its place of business in Germany: Terraviva-Reisen GmbH, Scheffelstr. 4 a, 76275 Ettlingen; Phone 0049-7243-30650, Fax 0049-7243-537676.

Any claims will only be valid if a defect is not reported due to circumstances beyond the control of the visitor.

6.2. If there is a considerable defect in liability of Terraviva, the visitor is entitled to cancel the contract corresponding to § 651 e BGB.

The cancellation requires, besides the defect report with claiming remedy, the fixing of a deadline, except for the case that a deadline is not necessary corresponding to § 651 e Abs. 2 Satz 2 BGB.

6.3. The visitor is bound to assert any claims towards Terraviva under the stated address within one month after the contractile agreed end of stay. After the expiration of the deadline, claims can only be required if the observance of the time limit was missed due to circumstances beyond the control of the guest.

7. Liability, limitation of liability

7.1. The contractile liability of Terraviva for defects which are not body damages (including defects due to the breach of pre-, side- and after contractile duties) is limited to three times the total amount of the holiday as long as a defect of the guest is not caused by Terraviva neither wilful nor negligent or as far as Terraviva is liable for a guest's defect only due to the fault of sub-contractors, especially of the owner as sub-contractor.

7.2. Terraviva is not liable for services, which are only mediated by Terraviva and are expressively marked as mediated services in the travel description and booking confirmation.

7.3. The visitor can only sue Terraviva at its legal domicile in 76275 Ettlingen, Germany.

Contract terms for procured Services

Please read the following terms for procured services carefully. We recommend downloading and printing out the terms! With the sending of the obligatory booking request you accept and agree to the terms below.

Contract terms

1. Position of Terraviva (TV)

1.1. In case of procurements of hotel rooms, rental cars or flights, TV is exclusively acting as an agent.

1.2. The rights and obligations of the visitor and TV based on the procurement contract result from the contractile concluded agreements.

1.3. The contract terms or General terms of the contract partner for procured services are exclusively effective for the rights and obligations of the visitor against the procured companies.

1.4. TV is entitled by the procured companies to handling and collection.

2. Cancellation of procured services by the visitor

2.1. For all cancellations of mediated services apply the agreements of the mediated companies.

2.2. We wish to point out that for contracts with hotels, rental car companies or airlines no common legal right of rescission exists for the visitor. In case of cancellation, especially for short-term cancellations, it is possible that the liability to pay the whole amount will still apply to the visitor.

2.3. In general, the procured companies handle cancellations as follows:

a) hotel companies:

- up to 31 days before arrival date: 20% (minimum: price of first night)

- 30 - 7 days before arrival date: 30%

- from 6 days before arrival date: 50%

- on day of arrival: 80-100%

b) rental car companies:

- up to 5 days before arrival date: EUR 25,00

- from 4 days before arrival date: EUR 80,00

c) airlines:

No general cancellation fees, please request when booking a flight with TV.

3. Additional information provided

3.1. For additional information provided by TV we are liable, according to German law and the contract agreements for the correct choice of source of information and the correct communication to the visitor.

3.2. An information contract with the contractile main obligation on information will only be concluded with an expressly stated agreement by TV.

3.3. TV is not liable for the correctness of the information provided except for special information contracts concluded.

4. Liability, exclusion deadline, limitation

4.1. The contractile liability of TV as an agent for any damages of the visitor, which are not physical damages, is limited to threetimes the amount of the mediated service, as far as the damage of the visitor has not been caused neither careless nor willful from TV or that TV is liable for the damage due to the fault of a representative This is also effective for damages caused by breaches of precontractile duties and contractile side-duties.

4.2. The visitor has to assert all claims based on the contract for mediated services, no matter for what legal reason, to TV within one month after the contractile agreed end of travel. Claims against TV after this deadline can only be accepted if the claim in time was not possible through no fault of one's own.

4.3. Claims against TV - except claims resulting from unauthorized actings - come under the statute of limitation in 6 months from the contractile agreed end of travel. If the visitor asserted such claims in time, the limitation is stopped until the day TV offends the claims in writing.