

LA BREVA - General terms and conditions

Once agreed upon, these general terms and conditions, are part of the service agreement between LA BREVA and the guest. The holiday property owners will be, hereinafter, abbreviated as PO and the holiday properties as HP..

1. LA BREVA'S legal position, in accordance with the statutory regulations of the Federal Republic of Germany

1.1. LA BREVA, the agent, acts as a booking agent, between the guest and the PO in accordance with statutory regulations, especially in adherence with § 651a Abs. 2 (BGB) of the commercial code unless the said law states otherwise. LA BREVA is not the owner or renter of the properties or a tour operator but acts as an agent for the rental of the properties on behalf of the PO.

The following regulations concerning the stay, as well as the rights and liabilities of the guests and PO are agreed upon, by, and with LA BREVA as representatives of the PO.

2. Booking procedure

2.1. Bookings can be made by telephone, in writing, by e-mail, through the internet, or by fax.

2.2. On booking, the guest offers the PO, (represented through LA BREVA), the completion of a legally binding travel contract, on the basis of the information stated in the 'Accommodation Details' and supplementary information in the brochure and these general terms and conditions.

2.3. The contract comes into effect through the sending of the booking confirmation, provided by LA BREVA, as representative of the PO. The format of the confirmation may vary, however the guest will always be sent a written confirmation (internet bookings through e-mail confirmation).

3. The rights and liabilities of the holiday property owner (PO)

The PO is not liable for anything that is not directly related to the HP, in particular, the local surroundings, the neighbourhood, the condition of the beaches and towns and villages, details of local facilities and events, shopping facilities and opening times. Exceptions to the above, are, in cases where there has been culpable negligence in explanations, advice or duty of care on the part of the PO.

4. Payment procedure and cancellations

4.1. LA BREVA is for the purposes of payments and cancellations the authorised collection agent on behalf of the PO and/or hotels.

4.2. With the conclusion of the contract the deposit is to be credited to the specified bank account within the said period.

4.3. The remaining balance is to be credited, at least three weeks before arrival, to the specified bank account. In the case of bookings less than three weeks before arrival, the total amount is due at the time of the conclusion of contract.

4.4. Where deposits or payments of the balance are paid later than the stipulated period of time given, LA BREVA has the right, after sending a reminder with a payment deadline, on behalf of the PO, to withdraw from the contract and to charge a cancellation fee in accordance with point 4.6 of this document.

4.5. In the case of hotel bookings the guest's credit card details will be taken. These details act as a guarantee of payment. The credit card will not be charged before arrival. The guest will then pay for all services directly, at the hotel. In the case that the guest does not pay for all or part of the services received, and, has no legal rights to withhold payment, LA BREVA, as the authorised collection agent for the hotel can charge the guest's credit card.

4.6. There are no legal rights in relation to the withdrawal from a rental contract. LA BREVA, on behalf of the PO, allows for cancellations when certain conditions are fulfilled. LA BREVA must receive cancellations in writing

4.7. The PO, through LA BREVA, as authorised collection agent, charges the following cancellation fees to cover the costs of administration and re-letting of the property.

- Up to 90 days before the arrival date 25 % of the total price.
- Up to 60 days before the arrival date 35 % of the total price.
- Up to 30 days before the arrival date 50 % of the total price.
- Up to 29 days before the arrival date 80% of the total price.
- Up to 2 days before the arrival date and failure to turn up 90% of the total price.

The guest has the possibility to prove that some or all of the above cancellation fees were not incurred.

4.8. Notwithstanding the above cancellation fees the PO has the right to charge the actual costs due to the cancellation. The PO must however prove what the actual costs are/were.

4.9. We highly recommend the guest takes out his/her own travel insurance.

5. Returnable security deposit

5.1. A returnable/part returnable security deposit is payable, by the guest, in cash on arrival at the HP.

5.2. The amount of the returnable/part returnable security deposit will be stated in the written booking confirmation. Where this is not stated it will be 100 €.

5.3. The deposit is intended to cover any additional costs not included in the rental price and/or claims as stated in point 8. of this document.

5.4. The returnable/part returnable security deposit will be in part or completely returned on the hand over of the holiday property, in an appropriate condition, at the end of the stay. Or by LA BREVA through a bank transfer.

6. Guest's rights and liabilities to LA BREVA

In the case of unsatisfactory service provision on the part of LA BREVA, LA BREVA is to be informed immediately, that the inadequacies in service provision may be remedied. Where there is negligence on the part of LA BREVA and where redress or correction was possible, is the guest released from any contractual obligations.

LA BREVA's rights and liabilities to the guest

LA BREVA's contractual liability for damage, which is not personal damage, is limited to three times the agency fee, as long as damage to the guest is caused neither intentionally nor through gross negligence or as long as LA BREVA is responsible for damage caused solely to the guest through a vicarious agent of LA BREVA.

7. LA BREVA's rights and liabilities to the guest

LA BREVA's contractual liability for damage, which is not personal damage, is limited to three times the agency fee, as long as damage to the guest is caused neither intentionally nor through gross negligence or as long as LA BREVA is responsible for damage caused solely to the guest through a vicarious agent of LA BREVA.

8. Guest's liabilities to the property owner

8.1. The guest is duty bound to inform the PO or local representative immediately of any shortcomings or problems in the provision of services and demand assistance. More persons than stated in the contract (booking confirmation) may not occupy the property. In the event of over-occupancy, the property owner has the right to make an additional charge proportional to the rental price and of supplementary costs for the period in which over-occupancy has taken place. The additional occupants have no right to remain in the property.

8.2. The erecting of tents and parking of caravans is not allowed. The guest is obliged to treat the property and its inventory, as well as any communal areas, with the utmost care and to report, any damage or shortcomings, during his/her stay, to the PO/ caretaker, as quickly as possible.

8.3. The guest is requested to inform the PO/ caretaker of any damage or shortcomings on arrival or immediately after their discovery even in cases where it is not disruptive or not caused by the guest him/herself. In so doing the guest can avoid personal liability for replacement/reimbursement.

8.4. The guest is obliged to do all in his/her power, in the event of possible service disruptions, to help solve or avoid the disruption and to minimise possible damage which could arise.

8.5. On arrival the accommodation the guest receives will be well maintained and clean. On departure, the PO can expect the property to be left in a clean and tidy condition, the removal of all rubbish and the sweeping through of all rooms. The final cleaning charges do not include the washing up and tidying away of all crockery and cutlery, the cleaning of the fireplace, BBQ, hot plates, oven, fridge, and kitchen equipment. All should be left in a clean and tidy condition. Extra services can potentially be provided by the PO or his/her staff when booked in advance. In cases where additional cleaning services are necessary the caretaker or PO will charge an hourly rate of at least 15 €. In cases where normal cleaning/maintenance methods are not enough to restore the furnishings or fittings to their original condition a special bill will be issued.

Where reimbursement for damages or cleaning is to be paid by the guest (see previous points in 7) and these costs have not been taken from the security deposit, they should be paid before departure to the PO or his/her representatives.

8.6. Pets are allowed only where clearly stated in the booking confirmation/ accommodation details.

9. Arrival and departure times

9.1. Arrival and departure times are as stated in the contract/booking confirmation

9.2. Depending on the information in the travel details a telephone arrangement may be necessary for the handing over of the keys to the guest

9.3. The guest have no guaranteed right to a later hand-over time..

9.4. In the event of a delay the guest should inform the PO/ caretaker as early as possible. Guests cannot be reimbursed for lost days of stay in the event of late arrival

10. Rights and liabilities of the property owner

The PO contractual liability for damage, which is not personal damage, is limited to three times the agency fee, as long as damage to the guest is neither caused intentionally nor through gross negligence or as long as the PO is responsible for damage caused solely to the guest through a vicarious agent of the PO

11. Voluntary services or services provided by other agents

11.1 Services extra to the contractual services of the PO and/or HP (e.g. Bread roll service, boat hire, sun lounger hire etc) have no claim in law.

11.2. By services detailed in 11.1 as well as services provided locally and/ or booked through the PO (day trips, events etc),the PO is not liable for changes in price or details or any damages to the guest or his/her person.

12. The limitations of entitlement to make claims

12.1. Any claims against LA BREVA, by the guest, for breach of contract must be made within one month from the contractual departure date, (agreed in the booking confirmation). Claims outside of this period are not invalidated only then, when the claim outside of this time limit was through no fault of his/her (the guest's) own.

12.2. Claims against LA BREVA - with the exception of claims of unlawful action- are limited to one year after the contractual departure date (agreed in the booking confirmation). If the guest makes his/her claim within the time limit, the limitation is suspended according to § 207 BGB of statutory law.

13. Place of jurisdiction

Legal actions against the guest must be brought in courts of jurisdiction in his/her legal domicile. The local court responsible for individual vendors, as persons for which no general local competent domestic courts exists, as well as for persons who have moved their place of residence or sojourn abroad after concluding the contract, or whose place of residence or usual sojourn is not known at the moment of bringing the local action, is the legal domicile of the La BREVA

We wish you a very enjoyable holiday- The LA BREVA Team

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