

Terms and Conditions (GTC)



1. Scope

These terms and conditions apply to contracts for the rental of rooms, studios and self-catering villas (hereinafter collectively called "Category") and for all other services offered by Pfennifle S.L .

When making a reservation these terms and conditions apply to be accepted.

2. Contract

Contract partners are Finca Honor Vell / Pfennifle SL (hereinafter "*Finca Honor Vell*") and the booker or guest (hereinafter "Customer") who assumed the booking.

The contract is achieved through the customer's request and the written acknowledgment by *Finca Honor Vell*. A contract may also be achieved on short-term basis by phone or by verbal agreement and is equally binding on both parties.

If the customer does not act on its own behalf, he is liable along with his client and severally liable for all obligations under the contract.

3. Services, prices, payment

Finca Honor Vell is obliged to keep to the booked category and to provide the agreed services. The customer is obligated to pay to *Finca Honor Vell* applicable or agreed prices for the category and all other services utilized.

Invoices without other regulations are due within 5 days from receipt of invoice without deduction.

The agreed prices include VAT.

The payment for the categories are defined as follows:

Rooms

Payment is due upon departure.

In some cases a booking deposit can amount to 20% of firmly established sums.

Studio

booking deposit:	25%
Final payment 30 days prior:	75%
security deposit on arrival:	350 EUR in cash

Self-catering villa

booking deposit:	25%
Final payment 60 days before:	75%
security deposit on arrival:	1,500 EUR in cash

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4. Cancellation by the customer

Cancellation by the customer from the contract must be in writing (email or fax).
The fee for a cancellation are defined as follows:

Room

up to 1 day before arrival	0%
on arrival day	one dayly rate
No-show	one dayly rate

Studio

up to 60 days before arrival	25%
up to 30 days ...	35%
up to 14 days ...	50%
from 13 days ...	80%

self-catering villa

up to 90 days before arrival	25%
up to 60 days ...	35%
up to 30 days ...	50%
from 29 days ...	80%

5. Cancellation by *Finca Honor Vell*

As long as a free right of cancellation exists for the customer, in this period *Finca Honor Vell* is also entitled to cancel the contract if the customer agrees.

If an agreed advanced payment, despite a reasonable grace period communicated by *Finca Honor Vell*, is not made, then *Finca Honor Vell* is entitled to cancel the contract without the customer's agreement.

If force majeure or other circumstances make it impossible to fulfill the contract, *Finca Honor Vell* is entitled to cancel the contract extraordinarily.

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6. Provision, delivery and return

Room

Reserved rooms are available to the client at the agreed arrival day at 14:00 clock (2pm).
On the agreed day of departure, the rooms are vacated at 10:00 clock (10am) to give back.

Studio / Self-catering villa

The booked studio or self-catering villa are available to the client at the agreed upon arrival day before, but not before 16:00 o'clock (4pm).

On the agreed day of departure, the studio or self-catering villa must be vacated by, and not later than 10:00 o'clock (10am).

Delivery and return of Studio and self-catering villa will be documented in a separate acceptance protocol that is issued upon arrival and signed by both sides.

7. Liability

With the diligence of a prudent businessman *Finca Honor Vell* is liable for its obligations under the contract. Customer claims for compensation for loss, theft or destruction of his property are excluded. Excluded are damages caused by intentional or gross negligent breach of duty of the *Finca Honor Vell*.

The customer is responsible for any damages he or his company willfully or through negligence causes.

8. Final Provisions

For contracts spanish law applies. Legal jurisdiction is Mallorca.

If any provision of these Terms is invalid, they will be replaced by the content of the closest clause of these Terms. The validity of the remaining provisions shall not be affected. Deviations and agreements must be made in writing. The statutory provisions.

Pfennifle S.L. / *Finca Honor Vell* / 07 110 E-Bunyola / January 2012