

VINE ESTATE

SANTA PETRONILA



## TERMS AND CONDITIONS

- 1) **ACCOMODATION:** The accommodation is provided under the regulation of temporal renting (Art. 4.3, Law of Renting 29/1994) and will follow the Andalusia Tourism Law. With “clients” we refer to the person to whom *Viña Santa Petronila* is rented, and with “owner” we refer to the company who offers the facilities in accordance with these terms and conditions.

The accommodation facilities are situated in the part of the building known as “The owners home” (hereafter named “Guesthouse”), which is independent from the other facilities in the building. These other facilities, like the Museum, the other Reception rooms etc. are not included in the Guesthouse rental contract, except in the cases when additional rental contracts are made for these facilities. The accommodation in the Guesthouse includes the reserved guest rooms and the use of the common living room and kitchen. The Guesthouse can be rented on an exclusive base (no other clients will be accommodated in the Guesthouse at the same time) provided that the clients reserved it as such, and pay the corresponding prices. Normally not more than two groups will be accommodated at the same time. Within the rental price the client has the specific authorization of a reasonable use of the patio/swimming pool on the estate. The use of the pool, as well as walks around the vineyard, is however on the client’s own risk and liability.

- 2) **PRICES:** The amount payable by the client is indicated in the price list and accepted by the client when making the reservation. Additional services can be contracted upon demand.
- 3) **PAYMENT:** Upon reservation the owner will request a deposit of 40 to 100% of the total amount. This deposit which serves as owner’s security will later be deducted from the total amount according to the law. (O.M. of 15/09/78). The remaining amount will be charged when clients arrive at the estate.
- 4) **CANCELATION CHARGES (“NO SHOWS”):** Upon cancellation due to proved “force majeure” the owner will refund the deposit. In other cases, the owner has a right to compensate for the loss of the reservation, according to the following dates of cancellation prior to arrival:
  - 10% of the total amount of the reservation with cancellation superior to 30 days.
  - 50% of the total amount of the reservation with cancellation between 15 and 30 days.
  - There will be no refund of the deposit with cancellations less than 15 days prior to arrivalIn any case, cancellation implies a fee of 25 € for the benefit of the owner.
- 5) **“RESPONSIBLE USE” AND DAMAGE DEPOSIT:** Upon arrival the client will make a deposit of 300€ to the owner to cover any damage on the facilities caused by the client. It is expected that the client will use the facilities in a responsible way and avoid any possible damage on the owner’s property. The deposit will be refunded once deducted the pending responsibilities if applicable.

- 6) **ARRIVAL AND DEPARTURE:** The arrival and departure time will be arranged via prior agreement. Entry time will normally be between 16.00h-20.00h (4pm-8pm) and departure time before 12.00h. Please consult the possibility of different arrival/departure times.
- 7) **NUMBER OF GUESTS (OCCUPANTS):** When the client makes the reservation he/she should inform the owner of the number of people included in the booking and their names. Any change in this number will give the owner the right to refuse the admission of the persons who have not been included in the original reservation.
- 8) **ACCESS TO THE ESTATE AND HANDICAPPED PERSONS:** There are no architectural barriers for entering the Guesthouse with a wheelchair. The hall is 1,5m wide and the doors to all common areas are adapted for handicapped people. One of the bathrooms is specifically adapted with a walk-in shower and a turning radius of 1.5 m. We would however like to mention that the last 2.5km.of the road to access the estate is a dirt-road which in the case of heavy rainfall becomes slippery and difficult to manage.
- 9) **ADDITIONAL INFORMATION:** There is coverage for mobile phone in large parts of the estate; however the coverage depends on the operator. There is no Internet on the estate. As there is no public water supply, the fresh water comes by truck to a deposit, and is canalized into the house. Therefore, bottled water should be used for personal consumption. A normal supply of sanitary water per person is stipulated and included. Sheets, towels and blankets are included and changed on a weekly basis. The renting also includes cleaning of the house, prior to entry, but not during the stay. Making of the beds, as well as daily cleaning can be arranged upon demand for an extra cost.
- 10) **PATIO-SWIMMING POOL:** As the swimming pool is not intended for public use, the use is on the client's own risk and liability. The pool is 1 to 1.4m. deep, and clients should avoid diving in with the head first. The water comes from rainfall and from a saline water tank of the estate. It is treated with chlorine.
- 11) **FIREWOOD:** One load of firewood will be provided within the rental price during winter. Upon demand and with a 48 hour notification, additional loads of firewood can be delivered with the charge of 10€ per load.
- 12) **ANIMALES:** On the estate there are numerous wild animals, like birds and rabbits. Clients are expected to treat the animals, as well as the environment, with care and respect. As some guests may be allergic towards domestic animals, it is not allowed to bring domestic animals to the estate.
- 13) **ENOTOURISM AND AGROTOURISM:** Depending on the season and the work in the vineyard, there will be workers on the estate. Upon demand and previous notification, clients can participate in these activities.
- 14) **OBSERVATIONS AND PRECAUTIONS:** Clients must be conscious that they are accommodated on an agricultural estate, in a house from 1737, and that they must act with special caution to avoid possible slips and falls on the uneven ground, on the stairs, on the terrace and on the paths on the property and the surrounding area. It is the client's obligation to use the facilities and the furniture with reasonable care and to leave everything as they were found upon arrival.

**It is not allowed:** (Art. 23 and 24 of the Andalusia Tourism Law)

- To introduce furniture or to realize any type of reparations or carpentry.
- To accommodate a larger number of people than the number arranged in the contract.
- To sublet the estate to third parties or use it for different purposes than those agreed upon.
- To introduce explosive, inflammable material or other that could injure other people.
- To do activities that violates the regular norms of peaceful coexistence and rest.

- To bring animals to the property.
- To use devices that modifies considerably the stipulated consumption of energy and water without explicit authorization.

The owner might abandon the contract due to the non-fulfilment on the client's side.

**Complaints:**

Please call tel. 649189760 or 669831621 and your complaints will be attended in a maximum period of 36 working hours.

**Languages:**

Spanish, English, Norwegian and German is spoken, and requests can be made in any official language of the Spanish state.

**15) ACCOMODATION CONTRACTS:** The contract is binding on a verbal basis.

**16) ACCEPTANCE OF CONDITIONS AND TERMS OUTSIDE THE COURT:**

Contracting the services implies the acceptance of all terms and conditions hereby included. In case of disagreement, both parties (client and owner) agree to submit the case to the court of the residence of the owner.