

## **BOOKING CONTRACT**

Client Name :	Fax to:
Address :	KATREA RETHYMNO HOLIDAYS
:	<a href="http://www.islandcrete.com">www.islandcrete.com</a>
Telephone :	TEL.0030 28310 57570
Facsimile :	FAX: 0030 28310 27708

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Leave Home On :		Rental Rate :
Arrive at Property On :		Depart from Property On :
Adults in Party :		Children in Party :
Property Name :		Property type (villa/hotel/apt) :

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### Agreement

I have read and I agree to the conditions of this three page Booking Contract, including those listed in the Terms and Conditions page. I understand that I am committing to the rental of the property listed above for the period stipulated and to the payment of all amounts due under this Contract.

Client Signature \_\_\_\_\_

Date \_\_\_\_\_

## TERMS AND CONDITIONS

### CONTRACT

This contract represents the entire agreement between the parties and replaces all prior understandings (oral or written) covering the subject matter and can be changed only in writing signed by both parties. No firm booking can be made until both the signed Booking Contract or deposit payment has been received by our agency.

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### PAYMENT

The Client shall pay a deposit of 30% of the Total Rental Amount within 72 hours of signing this Booking Contract. The remaining balance is due 4 weeks before the arrival date. If any payment is not made within the times set forth herein, Katrea Rethymno Holidays may treat the contract as cancelled. The Total Rental Amount may be adjusted to reflect changes in exchange rates for bookings arranged more than 1 month in advance.

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### CANCELLATION

Villas and apartments are not commercial entities like hotels. Properties offered by Katrea Rethymno Holidays must be booked far in advance and are not easily re-rented. We strongly recommend clients take out Travel Insurance to protect against a medical emergency or certain other unforeseen circumstances, which preclude the client from traveling. All cancellations must be in writing and become effective on the date of receipt by Katrea Rethymno Holidays. Cancellation charges will be levied as follows: (i) On receipt of the cancellation letter over 28 days before the rental period the cancellation fees is the amount of the deposit, (ii) On receipt of the cancellation letter between 20-27 days before the rental period the charge will be the 60% of the rental. (iii) On receipt of the cancellation letter between 10-19 days before the rental period the charge will be the 80%. (iv) on receipt of the cancellation letter between 1-9 days before the rental period and noshow the charge will be the 100%. If Katrea Rethymno Holidays is able to re-let the property for the same period, the cancellation charge will be the initial deposit.

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### CLIENT RESPONSIBILITY

The Client is responsible for ensuring the property is left in a reasonable condition of cleanliness and in the same condition of repair as upon arrival. Any excessive cleaning, loss or damage to the property, or debts or charges incurred will be itemized and charged to the Client. Clients are required to act in a responsible manner at all times, and to act with respect towards other guests, neighbors, the owner and their staff. Katrea Rethymno Holidays reserves the absolute right to require any individual to vacate a property for disruptive behavior, in which case there would be no refund of any rental payment.

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### NUMBER OF OCCUPANTS

The total number of guests staying at the property may not exceed the number of sleeping places specified in the promotional material nor the number entered on the face of this contract. The owner reserves the right to refuse entry or evict the entire party if the number of persons occupying a property exceeds the number stipulated in this contract.

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### EXPENSES PAID LOCALLY AT EXTRA COST

The rental property and any facilities or services expressly included in the written information provided by Katrea Rethymno Holidays are included in the contract price. Normal use of gas, electricity and water are also included unless otherwise stated in the price list. Some local expenses may be excluded from the rental cost specified in this contract, such as telephone, cleaning services, linens, heating, utilities and personal services such as maids or cooks. Katrea Rethymno Holidays will list known locally paid expenses on the Confirmation Invoice.

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### VOUCHERS

After the deposit of the contract price, Katrea Rethymno Holidays will supply the Client with an arrival voucher and additional information required to occupy the property.

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### DEPARTURE TIME

Unless otherwise agreed, Clients should vacate the property by 11 PM on the day of departure.

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### PROMOTIONAL INFORMATION

Katrea Rethymno Holidays has taken care to ensure the accuracy of all information and descriptions contained in its brochures and promotional material at the time prepared, however, nothing in those materials shall be treated as a term or condition of this contract. Katrea Rethymno Holidays shall not be liable with regard to any difference of opinion as to the condition or quality of the properties, or the surrounding area, nor for temporary defects or stoppages of any utilities. Properties may not always appear exactly as pictured or described due to normal wear and tear, changes in furnishings and changes after materials were prepared.

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**COMPLAINTS**

Should any problem occur with the property, the Client must immediately (within 24 hours) notify the property owner or manager. The Client should also inform Katreia Rethymno Holidays of the problem within 48 hours if the problem has not been remedied. The Client should allow the owner or manager reasonable time to remedy the problem, or to find a suitable replacement property. Vacating the property without Katreia Rethymno Holidays authorization does not constitute an adequate cause for a refund. The Client is responsible for informing Katreia Rethymno Holidays of any complaint and allowing it a reasonable opportunity to remedy the problem during the rental period; failure to do so will void any claim following the rental period. The client books a property in Crete with the understanding that there are cultural, architectural, economical and natural differences from his country.

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**CHANGES OR CANCELLATION BY OWNER/KATREIA RETHYMNO HOLIDAYS-VILLAS IN CRETE**

Katreia Rethymno Holidays reserves the right to modify or cancel this contract at any time in any case where it is necessary to do so as a result of a force major, or any other occurrence outside the control of Katreia Rethymno Holidays. In the event of any change or cancellation by the property owner, Katreia Rethymno Holidays shall inform the client promptly and shall endeavor to offer the Client substituted properties. The Client will have a choice of accepting the substitute property and paying or receiving the difference in rate for the new property, or Katreia Rethymno Holidays will refund all money paid. In the event of changes or complete cancellation Katreia Rethymno Holidays's liability will be limited to the refund of all money paid.

In no event will Katreia Rethymno Holidays be responsible for any consequential or incidental damages, including travel expense, alternative lodging, or other expense.

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**LIABILITY**

Client acknowledges that Katreia Rethymno Holidays does not own any rental accommodations and undertakes only to act as agent for the owner of the property. As such, Katreia Rethymno Holidays shall not be responsible or liable for any accident, loss, damage, injury, or inconvenience arising from the rental, except insofar as the direct negligence of Katreia Rethymno Holidays or that of its employees causes that occurrence. All claims of accident, loss, damage, injury or inconvenience are acknowledged to be solely between the Client and owner. Katreia Rethymno Holidays does not accept liability for any loss or damage caused by weather conditions, riot, strikes, sickness or any cause beyond its control.

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**JURISDICTION**

Katreia Rethymno Holidays and its Client agree that Greek law shall govern this contract, and that exclusive jurisdiction over all disputes arising out of this contract shall be in the courts located in Rethymno, Crete.

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