

# BOOKING CONTRACT

Client Name : \_\_\_\_\_

Fax to:

ASTERI TRAVEL

Address : \_\_\_\_\_

VILLAS IN CRETE

: \_\_\_\_\_

Telephone : \_\_\_\_\_

TEL.0030 28310 71715

Facsimile : \_\_\_\_\_

**FAX: 0030 28310 71717**

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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 Reference # : \_\_\_\_\_

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## Agreement

I have read and I agree to the conditions of this two 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 and 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, **Asteri Travel-Villas in Crete**, 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 **Asteri Travel-Villas in Crete** 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 **Asteri Travel-Villas in Crete**. 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 under 10 days before the rental period and no-show the charge will be the 100%. If **Asteri Travel-Villas in Crete** 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, neighbours, the owner and their staff. **Asteri Travel-Villas in Crete** reserves the absolute right to require any individual to vacate a property for disruptive behaviour, 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 or 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 **Asteri Travel-Villas in Crete** 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. **Asteri Travel-Villas in Crete** will list known locally paid expenses on the Confirmation Invoice.

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## VOUCHERS

After the deposit of the contract price, **Asteri Travel-Villas in Crete** 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 12 AM on the day of departure.

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## PROMOTIONAL INFORMATION

**Asteri Travel-Villas in Crete** 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. **Asteri Travel-Villas in Crete** 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 **Asteri Travel-Villas in Crete** 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 **Asteri Travel-Villas in Crete** authorization does not constitute an adequate cause for a refund. The Client is responsible for informing **Asteri Travel-Villas in Crete** 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/ASTERI TRAVEL-VILLAS IN CRETE

**Asteri Travel-Villas in Crete** reserves the rights to modify or cancel this contract at any times 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 **Asteri Travel-Villas in Crete**. In the event of any change or cancellation by the property owner, **Asteri Travel-Villas in Crete** 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 **Asteri Travel-Villas in Crete** will refund all money paid. In the event of changes or complete cancellation **Asteri Travel-Villas in Crete's** liability will be limited to the refund of all money paid. In no event will **Asteri Travel-Villas in Crete** be responsible for any consequential or incidental damages, including travel expense, alternative lodging, or other expense.

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**LIABILITY**

Client acknowledges that **Asteri Travel -Villas in Crete** does not own any rental accommodations and undertakes only to act as agent for the owner of the property. As such, **Asteri Travel-Villas in Crete** shall not be responsible or liable for any accident, loss, damage, injury, or inconvenience arising from the rental, except insofar as that occurrence is caused by the direct negligence of **Asteri Travel-Villas in Crete** or that of its employees. All claims of accident, loss, damage, injury or inconvenience are acknowledged to be solely between the Client and owner. **Asteri Travel -Villas in Crete** 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**

**Asteri Travel -Villas in Crete** 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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