



JAYAN

TERMS & CONDITIONS



Payment and Agreement

Once you have received confirmation that your preferred week(s) are available, you will be asked to pay a 25% non-refundable deposit. The remaining 75% balance will be required 60 days prior to your arrival.

A 300-euro refundable security deposit will also be required. **This will become due at the same time as the final payment of rental and refunded 7 days after departure.** If your arrival date is within 60 days of your booking, then the full rental amount plus, the 300-euro refundable security deposit is required.

The following Terms & Conditions form an Agreement between the Guest(s) and the owners of Jayan and should be considered a legally binding document.

Before sending your non-refundable deposit, please read this document carefully to ensure the Terms & Conditions are acceptable. If there is anything you do not understand please do not hesitate to contact the owners who will be only too pleased to clarify anything. Once deposit has been received the booking is confirmed, that these Terms & Conditions have been read & agreed, whether signed or not.

Booking

Once you have received confirmation that your preferred week(s) are available, you will be asked to pay a 25% non-refundable deposit. The remaining 75% balance will be required 60 days prior to your arrival. 2026 Season prices as follows:

There are only a total of 17 bookable weeks per season, and all bookings are Sat to Sat – minimum 7 night stay.

Weekly Rates				
From (Sat)	To (Sat)	Euro	Sterling	US Dollars
Low Season:	May/June	2,050.00	1,730.40	2,384.91
High Season:	July/August	2,300. 00	1,941.43	2,551.30
Low Season:	Sept/Oct	2,050.00	1,730.40	2,384.91

Sterling and dollar prices listed below are for guidance only.



General Terms

The following Terms and Conditions detail the agreement of temporary property rental between the guest and the owner of Jayan. The guest is over 18 years old and where the guest is representing more people each guest will be liable for all sums due under this agreement and not just a proportionate part.

The Guest(s) and the Owner of Jayan agree as follows:

The Guest acknowledges that the Property is not an official tourist structure or hotel. Rather, it is a private accommodation being let solely for a self-catering holiday.

The Guest accepts that the Property does not have standards or categories recognised internationally, but instead reflects, in its architecture and furnishings, the local traditions and personal taste of the owner.

Unless otherwise stated, the **rental period starts at 4.00pm (Sat)** on the Arrival Date and **ends at 10:00am (Sat) on the Departure Date**.

No hidden fees. Unless otherwise stated, rental of the Property includes all local taxes, utilities, linen, and towels. For rentals of 2 weeks or longer, clean linen and towels will be replaced on a weekly basis, included in booking cost.

The Guest is kindly requested to leave the accommodation and the items therein in the same state and general order in which it was found (except bed linen & towels) with the various house & patio furniture and other items left in the same places in which they were situated on the arrival date.

The persons residing in the Property, during the rental period, must be those stated when booking and **must not exceed the maximum number of guests stated when booking was accepted**. If this occurs, without written permission from the owners it will incur extra costs (at the owner's discretion).

The Guest must permit the Owner or Owner's representative reasonable access to the Property during the rental period; whether to inspect, carry out essential repairs or for any other reasonable purpose.

The Guest and the persons residing in the Property during the rental period, shall have no rights whatsoever in respect of the Property except to occupy as holiday accommodation for the period booked.

This agreement is personal to the Guest(s) and may not be assigned or transferred by either party. The Guest(s) shall not sub-let or part with or share, use or possession of the Property.



General Terms (continued)

The Guest should **report any breakages and / or defects in the Property** or its contents to the Owner or the Owner's representative without delay (forms in Jayan Book).

The bringing of pets on to the Property is forbidden **unless approved in writing by the owners.**

The Property must be kept locked at night and whenever unattended.

The Guest is expected to act in a manner that would not cause unacceptable disturbance to residents in neighbouring properties.

PAYMENT

Rental payments can be made by cheque, or bank transfer in the specified currency (Euros).

A non-refundable 25% deposit is due immediately to confirm your reservation.

Until this deposit payment is received no availability guarantee can be given.

The final balance of the rental is due 60 days prior to arrival together with a refundable security deposit (300 euros) **which will be returned 7 days after departure.** Balance payment reminder will be issued by email 65 days prior to your arrival.

The total rental is payable immediately in full for bookings made within 60 days of the arrival Date.

Late payments will be considered notification of cancellation by the Client.

REFUNDABLE SECURITY DEPOSIT:

The refundable Security Deposit (300 euros) is **payable at the same time as the final payment of the rental** - unless otherwise stated.

If no deduction is required by the Owner, the **Security Deposit will be returned in full within 7 days after departure from the Property.**

Any breakages, damage or loss caused to the Property or its contents during the rental period may result in the forfeit of some or the entire Security Deposit.

Notwithstanding that the Security Deposit is held; the Guest remains liable for the full cost of any repairs or replacements required or other losses incurred by the Owner due to accidental or negligent breakage, loss, damage or otherwise injury to the Property and/or the contents therein.



General Terms (continued)

The Owner has the right to deduct supplementary charges from the Security Deposit if the Property is not vacated at the stated time or, if there is any other breach of this agreement by the Guest(s).

CANCELLATIONS

Cancellation by the Guest:

Only written notification of cancellation will be accepted.

Any payments made by the Guest will be refundable in accordance with the following **Cancellation Refund Policy**:

If there is a cancellation up to 60 days prior to arrival date, we will refund your Balance of Payment & Security Deposit in full. The 25% deposit which secured your booking is non-refundable.

If there is a cancellation between 8 weeks and 4 weeks prior to the arrival date, we will refund 50% of the Balance Payment and the security deposit (if paid) in full.

If there is a cancellation 4 weeks or less prior to the arrival date, we will refund your Security Deposit only.

If the Property is rented by a new Guest for the cancelled dates, at the same rental rate, the Client's payments will be refunded in full (less any refunds already made).

If the Property is rented by a new Guest for the cancelled dates, at a discounted rate, the Client's payments will be refunded minus the discounted amount (less any refunds already made).

If the cancelled dates are not rented, no refund of payments will be due other than what is stated above.

Cancellation by the Owner:

The Owner reserves the right to modify or withdraw any booking due to circumstances arising which are beyond their control.

Should the Property become unavailable for the reserved dates, the Guest will be notified as soon as possible, and a full refund of all payments will be made.

The Guest is advised to take out holiday insurance cover to ensure any losses incurred due to Guest or Owner cancellation are fully covered.



General Terms (continued)

INSURANCE

It is strongly recommended that the Guest takes out:

A comprehensive travel insurance policy, which would include cancellation cover and full cover for the party's personal belongings, as no such cover is provided by the Owner. Accordingly, such losses are the responsibility of the Guest.

Personal liability and accidental damage insurance for all members of the party to cover against accidental or negligent damage of the Property, to protect against loss in the event of a deduction from the security deposit (this is often included as a part of a comprehensive travel insurance policy).

The Guest is also advised to take out additional breakdown and motor insurance if on a self-drive holiday.

GENERAL

The Owner shall not be held responsible for any temporary defect or stoppage in the supply of public services to the Property such as water, electricity, gas, telephone, or internet, or in respect of any equipment, machinery, or appliances in the Property, garden or swimming pool which are not caused by the Owner.

If the Guest is dissatisfied with the cleanliness or presentation of the Property, it should be communicated to the Owner or the Owner's representative as soon as possible so that any issues can be resolved quickly to ensure the least inconvenience to the Guest

If the Guest fails to notify the Owner or the Owners representative of any concern or dissatisfaction prior to departure from the Property, it may affect the ability to investigate complaints and impact the way that any complaint is handled.

The Owner accepts no liability of responsibility whatsoever for any accident in the Property, save any for personal injury or death arising from the Owner's negligence.

Children **MUST** always be supervised, particularly around the swimming pool area.

PROPERTY DISCRIPTIONS & PHOTOS

All property descriptions, information and photographs displayed on the Jayan website are an accurate representation of the property.

Great care is taken to provide accurate information of the Property and general area in which it is located.



General Terms (continued)

However, there may be occasions when facilities or circumstances may not be available or would cause inconvenience to the Guest.

The Owner will endeavour to inform the Guest of any such changes or circumstances in advance, although this will not necessarily entitle the Guest to cancel the booking without the usual penalties.

CLAUSES

The Guest and Owner agree that if any one of the clauses or part of a clause of this agreement is held to be against the public interest or unlawful or in any way unenforceable, the remaining provisions of this agreement shall remain in full force and effect and bind the Guest and Owner. All details contained in this document are covered by the Data Protection Act of 1998 and further will not be passed onto any third party.

For the purposes of the Data Protection Act 1998 all data provided to Jayan from Guests or prospective guests by mail or e-mail we would like to retain and possibly use for future marketing and market research solely as it relates to Jayan. We do not and will not pass on or sell any information supplied from our Guests to any third party.

If you do not wish to receive any information or communication from the owners of Jayan as set out in these clauses, please let us know. We will also check that you do not object receiving information from us on a regular basis since our aim is simply to enhance the holiday experience of Jayan.

The Guest confirms on behalf of the persons included on the booking information, by whom he/she has been authorised to make this booking, that he/she has read this rental contract /Terms and Conditions and that the booking / reservation is made subject to those conditions. Further, once the 25% deposit is paid & accepted by the owners', by doing so, the Guest has agreed to these Terms & Conditions.

The parties have signed this agreement on the dates below:

**For and on
behalf of the owners**

Signed.....


Print Name..... Robert monk

Date.....

**For and on
behalf of the guests**

Signed.....

Print Name.....

Date.....

