

## RENTAL TERMS

In these conditions by owner is meant: the party letting the holiday accommodation and by the main tenant: the other party, i.e. the party in whose interest the rental agreement is being stipulated and therefore the party renting the holiday accommodation.

### 1. GENERAL

- 1.0. These reservation conditions are binding for the owner as well as for the person closing a rental agreement with the owner
- 1.1. The owner exclusively lets the holiday accommodation to a main tenant, who is the sole contact person for the financial, organizational and informative procedure goes.
- 1.2. This main tenant is liable for the co-tenants and guests (if any).
- 1.3. The owner is obliged by contract to put the holiday accommodation to the disposal of prospective tenants in accordance with the description on the web page [www.vakantiehuiszuidspanje.nl](http://www.vakantiehuiszuidspanje.nl)

### 2. RESERVATION

Reservation of the holiday accommodation can be done by telephone or by internet/E-mail booking. All these ways of reservation are definite and binding, which means that in case of cancellation of the reservation cancellation costs are indebted by the main tenant, (See Art. 9.)

### 3. RENTAL AGREEMENT

Upon reservation the rental agreement will be sent by E-mail to the tenant. Within three working days after receipt the main tenant is to mail a signed copy of the rental agreement to the owner. After signing both tenant and owner are obliged to respect the stipulations in the rental agreement, in particular the terms of payment of the rental sum, which are mentioned in the rental agreement.

### 4. PRICES

The rental price includes the rent, gas, water and electricity costs, including bed linen and towels. The rental price is exclusive of the cancellation insurance premium (The tenant is to effect his own cancellation insurance), and exclusive of the cleaning costs (€ 50,-).

### 5. PAYMENT

- 5.1. **DOWN PAYMENT:** within 7 days after receipt of the rental agreement the main tenant is to pay 30% of the rental sum.
- 5.2. **REST AMOUNT:** the remaining amount of the rental sum is due 6 weeks prior to the commencement of your stay at the latest.
- 5.3. **LAST-MINUTE PAYMENT:** The tenant is in neglect in case of untimely payment. The tenant will be reminded in writing or orally. The tenant will be given the opportunity of paying the due amount within 7 days. If payment does not occur then, the rental agreement is considered cancelled as from the day of neglect. The owner has the right to charge the tenant the due cancellation amount.
- 5.4. **PAYMENT FULL AMOUNT:** In case of reservation within 6 weeks prior to the stay the tenant is to pay the full amount (being the rental sum) in one sum on receipt of the rental agreement.
- 5.5. **RESIDENCE TICKET AS PROOF OF PAYMENT:** As soon as the above-mentioned amounts have been paid, the tenant receives a residence ticket as proof of payment by E-mail.
- 5.6. **CONTENTS RESIDENCE TICKET:** On the residence ticket are mentioned: the name and the address of the administrator where the tenant can collect the key as well as the address of the holiday accommodation and an itinerary to the accommodation. Also mentioned are the deposit and the cleaning costs.

### 6. MAXIMUM AMOUNT OF PERSONS

The house is suitable for 4 persons, who can stay the night in the holiday home. In case of excess the rental agreement is considered as cancelled by right. Access to the holiday accommodation will be refused without any claim to reimbursement of the rental sum. Exceptions can only be made after consult of the owner and after confirmation by E-mail, be accepted. The main tenant will be held liable for damage occurring as a result of excess occupation.

### 7. CARE FOR THE HOUSE AND SURROUNDINGS - DAMAGES - DEPOSIT - FINAL CLEANING - LIABILITY

- 7.1. The rented accommodation is to be occupied by the tenants with all due care, with respect for the quiet of the surroundings. If the tenant does not behave with due responsibility or causes inconvenience or serious trouble for the environment, the access to the holiday home can be refused and the rental agreement can be considered cancelled by right without any claim to reimbursement of the rental sum.
- 7.2. If the tenant causes damage to the rented accommodation and/or its inventory, this has to be reported to

- the owner immediately. Reparations and costs for replacements are to be paid on the spot. The main tenant is liable for the damage caused by him/herself, as well as by the co-tenants and visitors (if any). This also applies to damage which is being assessed after the tenant's departure.
- 7.3. The main tenant is bound to seeing to it, that everyone occupying the holiday accommodation under his responsibility will be bound to article 7.1, the first full sentence. The main tenant is also on ground of article 7.1 and 7.2 liable for the conduct and acts of those staying in the holiday accommodation as well as for the possible damages they cause.
- 7.4. FINAL CLEANING: the rented holiday accommodation is to be delivered sweep-clean after the tenants' stay. Crockery and such are to be placed back in the cupboards. Moved furniture is to be placed back at its original place. The owner has the right to charge extra cleaning costs in case this is not done. The owner has the right to charge additional cleaning costs if the cleaning and putting in order of the holiday accommodation in the state in which the tenant found the house on arrival takes considerable more time than normal.
- 7.5. Bed linen and towels are provided in the holiday accommodation. If the tenants sleep on the beds without sheets and pillow-cases, the owner can charge additional laundering costs for the bed ware.
- 7.6 PETS: are not allowed.
- 7.7. LIABILITY: The tenant is advised to effect a liability insurance for fire in the holiday accommodation, caused by him/her or the co-tenants.
- 8. RECEPTION ON THE SPOT**
- 8.1. Collection of the key is to take place between 16:00h and 18:00h. In case of arrival at another time the tenant is to make an appointment with the owner (Address on residence ticket). The tenant must leave the premises between 10:00h and 12:00 a.m. on the day of departure, except if another time was mentioned on the residence ticket. If the tenant deviates from the aforementioned times, the owner cannot be held liable for possible financial consequences.
- 8.2. If the holiday accommodation is left at a time, later than the time mentioned on the residence ticket, the tenant is to pay an additional day of rental.
- 8.3. The owner is to make sure that the tenants find the rented accommodation in a clean and orderly state. Remarks and complaints concerning the state of the accommodation are to be communicated to the owner within 24 hours. Should the problem not be solved to the tenant's satisfaction, please see Article 11.
- 8.4. The owner has a copy of your residence ticket in his possession. On it is mentioned: the deposit amount and the cleaning costs.
- 9. CANCELLATION AND ALTERATION**
- 9.1 Cancellation and alteration by the tenant:  
Every customer making a reservation has a right to a consideration term of 7 working days. If the date of residence falls within one calendar month from the moment of reservation the consideration term does not apply. Cancellations are to be made known to the owner by E-mail, the date of the concerning e-mail message is reported determinative for the answer of the question if the cancellation occurs swiftly.
- 9.1.1 In case of cancellation of the rental agreement by the tenant the following costs, apart from the cancellation insurance premium and booking charges, are due:
- in case of cancellation after the consideration term until 42 days prior to the arrival date: 30% of the rental sum
  - in case of cancellation from the 42nd day (included) until the 28th day prior to the arrival date: 60% of the rental sum
  - in case of cancellation from the 28th day (included) until the day of arrival: 90% of the rental sum.
  - in case of cancellation on the day of arrival or later: the full rental sum.
- 9.1.2 The cancellation costs meant in this article will not exceed the total rental costs. In case of cancellation the tenant is free to appoint another suitable tenant to take his/her place for the same rental period. No cancellation costs are indebted if the due down payment or total payment has been done. The person taking the place of the tenant must agree to all conditions of the agreement.
- 9.1.3 The tenant can request alteration of the existing rental agreement until the commencement of the rental period. This request may be granted if possible, for which cancellation costs are indebted. (see Art. 9.1.1). A request for alteration of the rental period must be submitted by E-mail to the owner 7 days Prior to commencement of the rental period at the latest, or else in time for the owner to take care of the necessary arrangements and formalities.
- 9.1.4 The person taking the tenant's place as well as the original tenant are per capita liable to the owner for payment of the indebted part of the actual full rental sum as well as for the aforementioned cancellation costs.

## 9.2 Cancellation by the owner:

- 9.2.1 Cancellation of the rental agreement by right. The owner has the right to consider the rental agreement dissolved without intermediary of the judge in one of the following cases:
- the tenant has not observed the agreed terms of payment and has ignored the written duns/summons sent by registered post.
  - the deposit has not been paid at the stipulated moment.
  - the tenant does not respect these rental conditions during the stay in the holiday accommodation.
- 9.2.2 The owner has the right to alter the agreement on one or more essential points due to grave circumstances. By grave circumstances are meant: circumstances of such a nature, that further obligations of the owner with respect to the rental agreement cannot reasonably be required. If the owner is in any way accountable for the cause of the alteration, the resulting damage will be on his account.
- 9.2.3 The owner must make a proposal of alteration in the form of an alternative offer to the tenant within 48 hours (two working days) after the occurrence of the grave circumstances. This obligation lapses if the tenant is accountable for the cause of the alteration. The tenant has the right to refuse the alteration(s).
- 9.2.4 The alternative offer of the owner must be at least equal in value to the offer in the initial agreement. The equality in value of the alternative accommodation must be judged according to objective measures and must be stipulated according to the following circumstances resulting from the alternative offer:
- The location of the accommodation in the region of destination;
  - the sort and class of the accommodation;
  - the additional facilities offered by the accommodation. If the tenant accepts the alternative offer, he waives the right of complaint.
- 9.2.5 If the aforementioned offer of the owner is rejected by the tenant or if such an offer is not being made, the following paragraph applies.
- 9.2.6 The tenant making use of the right of rejecting the alteration or alternative offer must notify the owner by E-mail of his refusal within three days after receipt of the owner's notification of alteration. In that case the owner has the right to cancel the agreement without further notice. The owner has to make use of this right within 7 days after receipt of the refusal by E-mail of the tenant on penalty of expiration. If the owner does not make use of this right, the tenant has the right of remission or reimbursement of the total actual rental sum (or, in case the journey already had been undertaken in part, on restitution of a corresponding amount) within two weeks, unabated his possible claim to compensation as meant in the following paragraph.
- 9.2.7 In case of cancellation on ground of the previous paragraph the owner is to compensate the tenant for the damages, proven by means of written documents, unless the cancellation is the result of force majeure as described hereafter.
- 9.2.8 The owner has the right to alter the agreement on a non-essential point due to grave circumstances, immediately reported to the tenant. In that case the tenant can only reject the alteration if the alteration causes considerable (i.e. more than a minor) disadvantage for the tenant. In all abovementioned cases the tenant owes the accessory cancellation insurance premium (See Art. 9.1.1).
- 9.2.9 Cancellation due to force majeure. In case of force majeure, like war, strike, disaster of nature, excess weather circumstances, death of the owner, the owner has the right to cancel the rental without compensation. If the owner should be forced - through no fault of his - to cancel the agreement, the tenant has the choice between rental of another holiday accommodation and reimbursement of the amount already paid. In both cases the tenant waives further rights.

## 10. COMPLAINTS

- 10.1 The owner vouches for the accuracy of the description of the holiday accommodation. The description and the impressions of the immediate surroundings, the facilities, furnishing, recreational possibilities may deviate according to their nature from the description on the internet page due to intermediate changes or seasonal influences. Insofar as this is important, the tenant is to inform him/herself about this prior to reservation.
- 10.2 In spite of the efforts of the administrator and owner the tenant may be of the opinion that he/she has rightful complaint with respect to the rented accommodation. In order to maintain all possible claims for compensation or reimbursement the tenant must in all cases give the owner the occasion to provide a suitable solution for the complaint. Untimely departure or the independent moving of the tenant into a holiday accommodation, other than the one offered by the owner, frees the owner of any obligation of compensation.

### 10.3 Proceedings in case of complaint:

- 10.3.1 Complaints, established at the moment of moving into the holiday accommodation or during the tenant's stay must be reported to the owner immediately and within 24 hours. The owner will do everything in his power to solve the complaint.
- 10.3.2 If the established complaint cannot be solved with help of the owner, the tenant must report again to the owner by telephone, in order to solve the complaint on the spot.

### 11. LIABILITY OF THE OWNER

- 11.1 The owner is liable to the tenant for the correct execution of the obligations resulting from the rental agreement, notwithstanding the fact that these obligations are executed by himself or by others, commissioned by the owner.
- 11.2 The owner has a duty to offer assistance to a tenant in trouble to the best of his abilities. The resulting costs are on account of the owner if the deficiency in the execution of the rental agreement can be held against the owner. If the tenant is accountable for the occurring problem, the owner is only obliged to offer help and assistance insofar as can be reasonably required of him. In this case the costs are on account of the tenant.
- 11.3 The owner cannot be held liable for possible deficiencies in the execution of the rental agreement, if these deficiencies are due to no fault of his, neither according to Dutch c.q. Spanish law or according to the traffic conceptions valid in the Netherlands c.q. Spain.  
The owner cannot be held liable for temporary cessation c.q. disturbances in and around the holiday home of the water- and /or energy supply, heating installation, nor for alteration of access routes, traffic connections, removal and/or closure of shops, businesses, etc.  
The owner cannot be held liable for building and construction works, street works and the like, around the holiday home insofar as they have not been announced. (In many countries an obligation of announcement does not exist).
- 11.4 The owner cannot be held liable for damages as a consequence of the incorrect execution of the rental agreement if this incorrect execution can be ascribed to the tenant.
- 11.5 The owner does not accept liability for damage through which a claim to compensation exists on account of a cancellation - or damage insurance.
- 11.5 The owner cannot be held liable for damage due to force majeure. (war, military exercises, strikes, disasters of nature, nuclear disasters etc.).

### 12 INTEREST AND COLLECTING-CHARGES

The tenant, who does not meet his financial obligations to the owner, owes an interest over the indebted amount of 1% over each month of part of a month of delay. Furthermore the tenant is bound to compensation of out-of-court collecting-charges equal to 15% of the due amount with a minimum of € 100,- unless this amount, with consideration of the collecting activities, should be unreasonable.

### 13. COMPETENT JUDGE

Spanish law exclusively applies to the agreement between the owner and the tenant. If the case is being submitted to the judge, the conflict will be judged by the judge of the place of residence of the owner, with exception of the magistrate's court and on the understanding that the owner explicitly reserves the right to himself to call on the judge who is competent on grounds of any legal arrangement.

### 14. ALTERATIONS

The owner has the right to unilaterally alter or supplement these conditions. The owner will send the altered conditions to the tenant in time. If no time of coming into effect of alterations has been appointed, the alterations come into effect as soon as they have been communicated to the tenant.

### 15. MISCELLANEOUS

If one of the above-mentioned stipulations should be liable for annulment, the other stipulations remain unabridged in force. With reservation of typographical and printing errors.