



Booking Terms and conditions

1. Definitions

- 1.1. Accommodation: In the contract described accommodation.
- 1.2. Accommodation provider: the party who actually provides the booked accommodation and further arranges services locally, such as key-holding, cleaning, maintenance, etc., and receives payments payable locally by the renter under the agreed booking.
- 1.3. Booking agent: the letter himself, any intermediary or other independent organisation that handles the paperwork involved in the booking for the letter and takes payment.
- 1.4. Renter: the person named on the booking form who makes the booking.
- 1.5. Rent: The total rent as mentioned in the contract.
- 1.6. Booking: The booking of a holiday accommodation, as described in the contract.
- 1.7. Booking form: The contract between tenant and letter.
- 1.8. Letter: the person (owner) or company listed on the booking form that issues the reservation and acts as the representative of the owner.

2. Scope

These Booking Terms and Conditions apply to all booking agreements between letter and renter

3. Establishment of booking agreement

An agreement will be established subject to these Booking Terms and Conditions as soon as the renter makes a booking via the Internet, in writing, by telephone, by e-mail or personally at renter or at any other booking agent.

4. Changes

Changes to the booking agreement and deviations from these general conditions of sale will be valid only if agreed in writing between the letter or booking agent and the renter. Insofar as changes result in higher or lower costs, the resulting change to the rent must be agreed by parties in writing.

5. Payment

Bookings can be made via the Internet, in writing, by telephone, by e-mail or personally with a booking agent, accommodations provider or landlord. The down payment as mentioned on the reservation contract, must be received by the booking agent, the accommodation provider or landlord within 3 working days after the reservation is made. Only then the reservation can be confirmed. The remaining payments must be in the booking agent's, accommodations provider's or landlord's possession not later than the date mentioned on the reservation contract. If these payment terms are not observed the booking agent is entitled to cancel the booking without having to refund the payments that have already been made. In the case of last-minute reservations, several payment amounts may be due immediately and shown on the reservation form with the corresponding payment date. Deposits will be refunded only if the booking cannot be honoured due to a cause attributable to the letter or booking agent. The exactly amounts as stated in the rental contract has to be sent to the booking agent. Transfer costs or currency differences has to be paid by the renter.

6. Prices

Prices are stated in Euro per property per week or per day. We reserve the right to amend the booking price if occasioned by changes to owed levies, exchange rates and taxes. Increases in these costs will be charged on to you as a net amount without surcharges. We do not accept responsibility for typographical errors in the brochure or pricelist. If the increase occurs within three months of receipt of the booking form, the renter will have the right to dissolve the agreement. Amounts already paid will be refunded to the renter in such cases.

7. Dissolution

The agreement will be dissolved (i.e. The booking will be cancelled) if the renter fails to satisfy the provisions of clause 5. The deposit will be forfeited to defray incurred costs and damage, and not just the existing loss of profit.

8. Cancellation

The renter may cancel the rental agreement in writing up to 45 days before the start of the rental. The booking agent will retain the deposit of at least 30% if the renter cancels. The renter will owe the full rental price if cancellation occurs within the 45 days preceding the agreed rental.

9. Insurances

The rent excludes insurances unless it is explicitly stated that the rent includes insurances and the type of insurance is named. The booking agent can inform you of possibilities for taking out travel and/or cancellation insurance.

10. Liability of letter

Under no circumstances whatsoever will the accommodation provider, booking agent or letter be responsible for any loss or loss of value and/or damage to property of the renter and his co-occupants caused by negligence, robbery or incorrect use of the rented property. If the renter incurs damage due to deficiencies in the rented property, any liability on the part of letter will be limited to the rent. Damage resulting from non-fulfilment by the letter will be subject to the compensation provided for by law. Letter will not be liable for any other damage.

11. Liability of renter

A renter who books accommodation for or jointly on behalf of other occupants has to be min. 25 years old and will be jointly and severally liable for the total rent and for damage caused by acts by him and all others present with him in the rented accommodation. A booking will be valid for the number of persons stated on the booking form. The property may not be occupied by more persons than stated on the booking form. Occupancy by a larger number may result in dissolution of the booking agreement and loss of the deposit. Payments already made will not be refunded in such circumstances and the renter will owe the entire rent. If the renter intends to allow more than the permitted number of persons to stay in the rented accommodation (also day visits of friends or family), the renter must, prior to the rental period, submit a written request to this effect to the booking agent. The accommodation provider has the right to refuse such a request or to require an additional surcharge. The renter must treat the accommodation according to generally accepted standards and vacate the property in a clean condition.

12. Deposit

You should note that accommodation providers typically require a deposit, dependant on the accommodation. The deposit is payable at the time of booking or on the day of arrival, depending on your booking agent and/or accommodation. The deposit will be returned not later than eight days after the end of the rental. In the event of damage and/or loss of the rented

property, and/or circumstances for which the renter is to blame, such as the denial of daily garbage disposal, the total incurred damage will be deducted from the deposit. In all instances where the costs of damage and/or loss of the rented property or the damage incurred by the owner and/or accommodation provider exceed the paid deposit the renter must immediately pay the excess to the accommodation provider. All instances of breakage, loss and/or damages must be reported immediately to the accommodation provider and paid for. If you wish to pay the deposit in cash on the day of your arrival, it will be returned to you by bank transfer after your departure – Qualityrent is not responsible for changing currency rates or bank transfer costs.

13. Duration of stay, arrival and departure

The minimum stay is four days as a rule in certain periods 7 days. The customary arrival and departure days may vary according to location. Outside the high season it is generally possible to choose any day of the week as the arrival or departure day. A daily surcharge will generally be payable for rentals of four days or less. For more information you should contact your booking agent.

The rented property at your holiday destination will generally be available for occupancy between 16:00 hrs and 18:00 hrs. You should inform the key holder if you expect to arrive after 18:00 hrs. In the event that you arrive later than the time reported in advance to the key holder, the accommodation provider is authorised to charge you for any extra costs incurred for handing over the keys. On the day of departure you must vacate the accommodation before 09:30 hrs. Failure to do so gives the accommodation provider and letter the right to charge you for damages. You may lose your security deposit as a result.

Upon departure the renter is expected to leave the accommodation in decent condition – that is: generally clean. The items in and around the accommodation should be put back in their original location (as upon arrival). Garbage must be disposed of in the public containers by the tenant, crockery should be washed and stored in the appropriate place or dishwasher. The accommodation provider is authorised to carry out a final check. If the accommodation provider finds that a number of items have not been returned to their location or if the accommodation has not been left in generally clean condition he is authorised to charge the renter for extra costs.

14. Extension of stay due to extraordinary circumstances

In the event that the lessee or any person staying in the Accommodation that is the object of this contract, must remain in it for longer than the contracted period, due to contagious illness with the quarantine ordered by the legislator that makes it impossible to move, the lessee must pay the full time of the stay at the price of the house in the that rental season, with an increase of 10% for the necessary steps for the relocation of the incoming clients in other houses. A medical certificate from the responsible health authority can be requested from the accommodation provider or landlord. It is not possible to extend the existing reservation for other reasons. If a tenant wants to extend his stay anyway, he must make a new request and reservation with the accommodation provider or the booking agent.

15. Documents

Before or at booking your booking agent will provide you with the general information you need about the rented property and local area.

16. Changes and cancellations

The renter has the right to alter or cancel the agreed services in any material respect on account of compelling circumstances. Compelling circumstances mean circumstances of such a nature

that the accommodation provider cannot reasonably be held to further fulfilment of the agreement. The accommodation provider may cancel the booking in the event of war, strikes and natural disasters. In such circumstances the booking agent will be under obligation to refund any amounts already paid.

The accommodation provider reserves the right to replace the rented property by an equivalent property for reasons of quality assurance.

In cases of force majeure, which affect both the management company of the accommodation and the tenant, among which are understood including all kind of alarm states, pandemics and all those that make it impossible for the Management Company of the apartment to put the object property of this contract available to the lessee for his stay during the agreed time, or circumstances of such nature that it is not considered reasonable to demand compliance with the contract, the following procedure shall be followed:

- The Management Company will retain the entire reservation paid by the Client, of which 10% will be allocated to the management costs of this contract.
- The Management Company will send the Client by E-Mail a VOUCHER for the rest of the reservation price, which the Client signing this contract, may apply to a new stay.
- The validity of the VOUCHER will be ONE YEAR, starting from the start date of the period of stay indicated in this contract, after which the VOUCHER will not have any validity.
- Within the aforementioned period of one year, the Client may choose the accommodation and the period of stay among those available in the chosen period.
- The Client must pay the difference, if any, between the amounts indicated in the VOUCHER and the price of the chosen reservation, which will be communicated to him by the Management Company.
- The Management Company will not return the money of the reservation even if the VOUCHER had not been used by the Client.
- It will be the Client's responsibility to make available to the Management Company a valid email address for the receipt of the VOUCHER, and the Management Company shall be exempt from any liability if, for reasons beyond its control, the Customer does not receive the VOUCHER in the Email indicated.

In order to ensure quality, the accommodation provider reserves the right to replace the leased accommodation with similar accommodation. Likewise, in the event that for reasons of health and / or hygiene of the previous tenant or the reserved accommodation, it cannot be occupied by the Client, the Management Company may substitute the rented accommodation for a similar accommodation.

17. Complaints

If you notice a mistake or deficiency at your holiday destination, you should report it to the accommodation provider or to the local agent/booking agent. This may avoid further inconvenience. If you have serious complaints at the holiday destination, you should immediately inform the accommodation provider. This will give us an opportunity to resolve the complaint sooner. If your complaint was not satisfactorily resolved at the holiday destination, you must inform the booking agent in writing of your complaint, providing details, within two weeks of leaving the accommodation, in the absence of which the complaint will no longer be admissible. You will forfeit all rights to a refund if you obtain other accommodation or leave the rented property prematurely without first consulting the booking agent. The provider reserves the right to change the tenant to another rental property if the defects are serious and there is no

possibility of quick remedy (e.g. broken pipes, lack of water and electricity supply or any risk to the health of the tenant, people and life endangered).

18. Cleaning costs

You can see on the web and in the pricelist whether cleaning of the property is included. If cleaning is not included, the costs will be stated. The cleaning costs will be specified together with the rental price on the booking form. These costs are generally payable to the key holder on the day of arrival. The cleaning cost does not include removing trash / rubbish or excessive cleaning after parties, etc.

19. Bed linen and towels

Bed linen and towels are usually included in the rental price. To verify this is the case, you should view the property details on the web. In some cases you may be required after each week of your stay to exchange the bed linen and towels at the key holder's reception desk. Bear in mind that you can never have too many towels on holiday, particularly if you have your own private swimming pool on your doorstep. Therefore, we advise you to take your own hand and bath towels with you.

20. Extra facilities

In many cases you can request an extra bed, child's bed, highchair, playpen and similar, provided that you state your needs at the time of booking.

21. Pets

Most property owners do not allow pets. You may keep a pet in or around the villa only with the explicit permission of the accommodation provider stated on the booking confirmation. The accommodation provider may require an extra €52 per pet on top of the mandatory final cleaning costs.

22. Construction work

The villas depicted in our brochure and on our website are private properties that belong to various owners and are typically located in large residential districts. The villas are not located in holiday parks, so construction work may occasionally occur nearby. This work is carried out by homeowners or contractors with whom we have no relationship whatsoever and over whom we cannot exert any control. Neither the accommodation provider nor our organisation can be held liable for inconvenience caused by any construction work not commissioned by the accommodation provider.

23. Parties – Events

It is forbidden to hold parties or events in the rented accommodation without the express written permission of the lessor. Parties and events are understood to mean any type of meeting where the number of persons present exceeds the maximum number of persons permitted to stay in the rented accommodation according to the rental agreement.

24. Music and sound

It is not allowed to make or play music or make noises, that can be heard outside the boundaries of the rental property. In the event of permission for a party or event, music may be played or played within the framework of the applicable legal regulations. The tenant is obliged to inform the neighbors, who may be affected by noise, before the upcoming event or party. In case there are serious complaints or complaints from neighbors or police operations, the administrator reserves the right to cancel the existing contract immediately.

25. Satellite tv

Where descriptions refer to satellite tv, it does not automatically mean that reception includes all stations. The mostly foreign owners have decoders that are not always suitable for receiving English stations.

26. Water and electricity

interruptions to water and electricity supplies are not uncommon in southern European countries. For various reasons municipal and/or regional authorities may decide temporarily to disconnect or reduce distribution. Neither your accommodation provider nor our organisation can be held liable for any damage incurred through such circumstances.

27. Power – electricity consumption

During certain times of the year, holiday rental properties with heating and/or air conditioning may be subject to weekly supplements. These amounts can be fixed amounts per day or billed according to consumption per kWh and are shown accordingly on the rental agreement or marked “according to consumption”.

It is only permitted to charge electric cars or motorcycles at the sockets in the holiday rental properties with the express permission of the letter or local agency. If you travel with an electric vehicle and want to charge it, this must be registered in advance and there will be additional costs for electricity consumption. Please contact the responsible contact person or local agency. Not all rental properties have the correct installation or enough power supply to charge an electric vehicle.

28. Garden and pool

In holiday homes with a private garden or pool, regular maintenance is required. As a general rule, this is once to twice a week for swimming pools and once a week for the garden. You, as a guest, have the obligation to give full access to maintenance people when required.

29. Garden and pool facilities

The renter is expressly forbidden to change, manipulate or turn on or off pool technology, pumps or other installations of the swimming pool. It is forbidden to change, manipulate or turn on or off the sprinkling systems and irrigation systems for the garden.

30. Personal belongings

The rental company declines all responsibility for articles or personal belongings of the tenant lost or forgotten in the accommodation. Returns can be made on request against payment of the tenant, but without any claim or legal liability.

31. SIMPLE INFORMATION ABOUT THE PROTECTION OF PERSONAL DATA

Responsible: “QUALITY RENT A VILLA, S.L.” **Goal:** Execution of this contract as well as its professional management and support. **Legitimation:** Express acknowledgment with signature of this document. **Recipient:** Transfer and transfer to third companies and / or organizations, as described in the further information. **Rights:** access, correction, objection, restriction, as well as other rights as described in the further information. **+ Information:** More information can be accessed using the link below **www.procoden.es/B54376389**

32. Jurisdiction and law

Notwithstanding the legal rules governing the jurisdiction of the civil courts, any dispute arising between supplier and principal or client will be resolved by a court of law with jurisdiction in the

country and region where the letter is established. For one month after the letter has invoked this provision in writing, the renter will have the right to opt for resolution of the dispute by a civil court with jurisdiction at law or under international treaty. The letter will consider the address stated by the renter to be correct until further notice. Every agreement between letter and renter will be subject to European law.