

General Terms and Conditions – Winter Rental

Applicability These terms and conditions apply to all reservations and rental agreements mediated by R&B Homes on behalf of private owners of holiday properties in Orihuela Costa. The tenant enters into an agreement with the owner of the property; R&B Homes acts solely as an intermediary.

R&B Homes mediates between private property owners and tenants of holiday accommodation. The rental agreement is always concluded between the tenant and the owner of the property. Where these terms refer to R&B Homes in connection with payments, cancellations or security deposits, this is done on behalf of and on the instructions of the owner.

1. Reservations

- Reservations are only accepted from persons aged 21 and over.
- Upon reservation, the tenant will receive a confirmation by email, including these terms and conditions and information regarding the security deposit.
- The rental agreement is concluded between the owner and the tenant once R&B Homes confirms the reservation.
- If no confirmation is received within 10 days, the tenant must make contact; without confirmation the reservation lapses.

2. Payment

- A reservation is made by payment of the security deposit stated at the time of booking. Payment of the security deposit must be made by bank transfer.
- The full rental amount must be paid by bank transfer no later than one month before arrival. Payment details will be provided no later than two months before arrival.
- Payment of the security deposit implies acceptance of these terms and conditions.
- If payment is not received, R&B Homes reserves the right to cancel the reservation.
- The final cleaning fee (€110,-) and administration costs (€35,-) are to be paid upon arrival at our office, by cash or card.
- The rental agreement will be signed by both parties upon arrival at the R&B Homes office.

3. Security Deposit

- The security deposit serves as a guarantee against damage, loss or breach of obligations.
- After departure, the deposit will be refunded within 14 days, after deduction of any applicable costs. R&B Homes will do so on behalf of the owner, stating the reason if part or all of the deposit is withheld.
- If the deposit is insufficient, additional compensation may be claimed.
- Any excess energy consumption beyond the included allowance will also be deducted from the deposit.

4. Cancellation

- Cancellations must be submitted in writing by email.
- The security deposit is non-refundable upon cancellation.
- In the event of cancellation within 30 days prior to arrival, the full rental amount is due.
- In the event of early departure during the stay, no right to (partial) refund of the rental amount exists.
- In the event of cancellation by R&B Homes on behalf of the owner, all amounts already paid will be refunded.

5. Arrival & Key Handover

- Arrival is possible Monday to Saturday between 15:00 and 20:00.
- Arrival on Sundays, public holidays or after 20:00 (up to 22:00 at the latest) is possible subject to a €40,- surcharge.
- Keys are handed over at the R&B Homes office.
- Keys may not be duplicated. A penalty of €500,- applies for violation.
- In the event of loss or damage to keys, a charge of €100,- will be made.
- Lockout assistance: €25,- (deducted from the security deposit).
- If a locksmith is required (for example when keys are left inside the property), the costs are for the account of the tenant. These must be settled in cash. The invoice can generally be claimed through travel insurance.

6. Stay & Use of the Property

- The maximum number of persons per property is stated on the R&B Homes website and is visible when booking. Occupancy by more persons than the stated maximum is not permitted without prior written consent from R&B Homes.
- The property may be occupied from 15:00 on the day of arrival and must be vacated by 10:00 on the day of departure.
- Permanent residency is not permitted; the property is for holiday use only.
- The property is non-smoking (smoking is only permitted outside).
- Open fires outside or loud sound equipment are not permitted.
- Pets are only permitted if reported and approved in advance in writing; a surcharge of €50,- per stay applies. If a pet is brought without prior notification, this may be deducted from the security deposit.
- No alterations to the property or its contents are permitted without consent.
- Furnishings and furniture may not be moved or used outside (with the exception of crockery and cutlery).
- Water, gas and electricity are included up to €150,- per month. Any excess will be deducted from the security deposit.
- The use of internet/wifi is not a guaranteed service; disruptions do not give rise to any right of reimbursement.
- Commercial activities in or around the property are not permitted.
- The tenant is obliged to report any defects, malfunctions or damage to R&B Homes as soon as possible.
- Receiving guests or visitors is permitted provided this does not lead to exceeding the maximum number of persons or cause nuisance.
- The use of facilities present on the property (such as a swimming pool, air conditioning or appliances) is at the tenant's own risk and cannot be guaranteed.
- In the event of serious violation of the house rules or repeated nuisance, the rental agreement may be terminated immediately on behalf of the owner without right to reimbursement. Any damage or costs will be deducted from the security deposit.

- Charging electric vehicles using the property's electricity supply is unfortunately not permitted. The electrical installation in the properties is not designed for this purpose and may pose a safety risk. Tenants are kindly referred to the public charging points in the area.
- When leaving the property, the tenant must retract any sun awning that may be present and lock the property. It is recommended to close the shutters, louvre doors and — if present — any gate.

7. Departure & Cleaning

The property must be vacated by 10:00 on the day of departure. In the event of earlier departure, R&B Homes must be notified in a timely manner.

Kitchen & household

- All dishes must be washed, dried and neatly put away.
- The dishwasher must be left empty and clean.
- The refrigerator must be left empty and clean.
- All food items must be taken and all bins must be emptied.

Bedrooms & bathroom

- Bedding must be removed from the beds. Used towels and bed linen must be left in the bathroom.
- The tenant must ensure that clean bed linen is present in the property for the next guests.

Leaving the property

- All inventory must be returned to its original position (see inventory list) and the information folder must be placed on the table.
- Any cushions from garden furniture must be brought inside or placed in the storage box.
- The heating and/or air conditioning must be switched off.
- The property must be left clean. In the event of additional cleaning being required, R&B Homes may charge the costs to the tenant.
- Any damage or breakage must be reported to R&B Homes.

Returning keys

- Keys must be returned to the R&B Homes office.
- In the event of early departure or absence of R&B Homes staff, keys (labelled) must be deposited in the metal key box at the office.

8. Maintenance & Liability

- Necessary maintenance may take place during the stay.
- Damage or breakage must be reported immediately.
- The tenant is responsible for damage caused by improper use of toilets or appliances.
- The costs of normal maintenance and repair of defects are for the account of the owner. In the event of defects, the tenant must notify R&B Homes immediately and follow any instructions given.
- R&B Homes is not liable for appliance failure, power outages, burglary or other unexpected technical or external circumstances beyond its control. The owner is responsible for the condition of the property. R&B Homes acts solely as an intermediary in the event of complaints.
- R&B Homes accepts no liability for construction or maintenance works on roads, buildings or other infrastructure in the vicinity of the holiday property, nor for failure or disruption of technical equipment, utilities, internet or television.
- R&B Homes accepts no liability for theft, loss or damage to property or persons of any nature whatsoever, during or as a result of the stay at the holiday property.

9. Identification & Legislation

- Prior to arrival, the identity details of all occupants must be provided, in accordance with Spanish legislation.
- Without timely provision of the required details, R&B Homes may terminate the agreement without refund.
- R&B Homes offers winter rental only. The owner is responsible for holding a valid NRA number (Número de Registro de Arrendamiento) and for compliance with the applicable legislation regarding non-tourist rental.
- Spanish law applies.
- The tenant is responsible for ensuring valid travel documents, public liability insurance and cancellation insurance.
- R&B Homes processes personal data solely for the purpose of handling the reservation and in accordance with applicable privacy legislation (LOPD/GDPR).

10. Force Majeure

- In the event of force majeure (such as a pandemic, war or natural disaster), R&B Homes is not liable for non-fulfilment of obligations. This does not affect the applicability of statutory provisions, such as European consumer law.

11. Complaints

- Complaints during the stay must be reported as soon as possible, so that remediation or a solution can be arranged.
- Complaints must be submitted in writing and with reasons no later than 14 days after departure.

In cases not provided for in these terms and conditions, R&B Homes will act reasonably in consultation with the owner and the tenant.

Public Holidays in Orihuela Costa (winter period)

- 9 October – Comunitat Valenciana Day
- 12 October – Día de la Hispanidad (Columbus Day)
- 1 November – All Saints' Day
- 6 December – Spanish Constitution Day
- 8 December – Immaculate Conception
- 25 December – Christmas Day
- 1 January – New Year's Day
- 6 January – Epiphany (Three Kings)
- 19 March – Father's Day (Spain)
- Good Friday / Easter Sunday / Easter Monday (dates vary annually)