

## **General rental conditions**

Winter rental property at  
R&B Homes - Lomas de Campoamor

### **Application**

- These general rental conditions apply to reservations and agreements regarding the winter rental properties that R&B Homes offer in Orihuela Costa.
- In these general rental terms and conditions, the term "tenant" is understood to mean: the person who concludes a rental agreement via R&B Homes regarding the rent of the winter rental property.
- These general terms and conditions apply regardless of your (prior) reference to any own terms and conditions or to other general terms and conditions. We disclaim all terms and conditions to which you refer, or which are used by you.
- Agreements deviating from these general terms and conditions are only valid if agreed in writing.

### **Article 1 – Reservations**

- a) We only accept reservations from persons who are 21 years of age or older. Reservations by persons under that age are not acceptable. We reserve the right to refuse a reservation at any time - without stating reasons.
- b) After you have made a reservation, you will immediately receive a confirmation by e-mail, the general rental conditions, and the bank details for the deposit payment. The conditions described under article 2 apply to payment of the rent.
- c) We request that you check these documents for accuracy and notify us immediately of any inaccuracies. If you have not received a confirmation of receipt from us within 10 days of making the reservation, please contact us immediately. If you fail to give this notification, you can no longer expect the reservation as it will have expired.
- d) An agreement is concluded between the owner of the property and you the moment we have confirmed the reservation to you. The agreement concerns the rental of the holiday home for use for a certain period. Signing of this agreement must be done upon arrival.

### **Article 2 – Payment**

- a) The following conditions apply to payment:
  - I. Payments must be made by bank transfer.
  - II. Reservation of the house is made by means of payment of the deposit mentioned in the reservation.
  - III. The owner's bank details will be sent to you the latest two months before arrival. You must have paid the rent to the owner of the property one month before the arrival date.

- b) Payment of the deposit must be made by bank transfer to IBAN: ES85 0081 1465 88 0001592067/ BIC: BSABESBBXXX in the name of Brigitte Nieuwenhuijsen (owner R&B Homes), stating “deposit” and the booking number.
- c) By paying the deposit you confirm that you have read and agree to the general rental conditions. The lease ends by operation of law after the expiry of the agreed period.
- d) In the event of late payment, as described under a of this article, you will be in default immediately after expiry of the payment term. In that case, we reserve the right to cancel your reservation and dissolve the agreement.

### **Article 3 – Deposit**

- a) A deposit will be charged to the tenant, which serves to guarantee damage and/or costs in the broadest sense of the word that we can suffer in the event of non-compliance with the tenant's obligations as a good tenant and those who accompany the tenant.
- b) The deposit must, as already described in article 2, be paid upon reservation.
- c) In case the deposit is not paid, the booking cannot be confirmed.
- d) After settlement of any claims (e.g. damage to inventory/holiday home and/or other costs), the deposit or any remainder thereof will be refunded within 14 days of departure to an account to be specified by the tenant and after it has been passed on to R&B Homes. Any further claim for compensation resulting in damage found after deposit returned, will still be claimed from you.
- e) If in the event of (any) damage that the deposit is not sufficient to compensate the full cost of damage suffered, we reserve the right to hold you liable for the (remaining) damage.

### **Article 4 – Changes**

- a) If the tenant wishes to make changes to the booking after the booking/agreement has been concluded, we are not obliged to comply with this. It is at our free choice whether and to what extent the desired changes are accepted. In principle, changes within 4 weeks before arrival cannot be allowed.
- b) If, after the booking/agreement has been concluded, the tenant wishes to change the stay period to a different or non-consecutive/continuous stay period, the cancellation provisions as stated in Article 5 of these rental conditions apply. Other periods of stay is in any case is understood to mean a period that is not within the period reserved by the tenant (and confirmed by the landlord) period of stay.

### **Article 5 – Cancellation**

Cancellation by the tenant must always be made in writing (by e-mail). The following conditions apply for this:

- Deposit payments are not returned in the event of cancellation.
- In case of cancellation from 30 days up to the day of arrival, 100% of the rent is due.
- If you have not arrived within 24 hours after the agreed date without further notice, this is considered a cancellation and 100% of the rent is due

- In the event of cancellation on our part, any monies already paid will be refunded.

#### **Article 6 – Arrival and receipt of key**

- a) Arrivals are possible between 3 pm and 8 pm from Monday to Saturday.
- b) Arrivals on a Sunday, a public holiday \* and after 8 pm are possible for a fee of €40, - Latest arrival time is 10 pm.
- c) The key is available at the R&B Homes – Urb office. Lomas de Campoamor / Calle Ramón de Campoamor nº12 – 03189 Orihuela Costa. The tenant is never entitled to duplicate the key for whatever reason. Should the tenant nevertheless do so, the tenant owes a fine of € 500, - without prejudice to the actual costs. We make the key to the holiday home available to the tenant on loan. The key remains our property and must be returned to us after the stay on the departure date or deposited in the key box at our office. In case of loss, theft, or any other way of loss of the key, the tenant owes an amount of € 100, -.
- d) All costs that arise because you do not deliver the house on time, will be recovered from you. Goods found after your departure will be kept for a reasonable period for you, but we will not take any responsibility for this. Returning is only possible at your expense.
- e) If the tenant and/or other users have locked themselves out of the holiday home, € 25 will be charged for this. This will be deducted from the refund of the deposit. To check, we ask the tenant to identify himself before the (copy) key is handed over.

#### **Article 7 - Stay in the holiday home**

The following stay periods and times apply to reservations/the stay, namely:

- The tenant must be present at/during the (entire) stay.
- The tenant and other users must behave as a good tenant during their stay in and around the house.
- On the day of arrival, you can in principle use the holiday home from 3 pm. On the day of departure, you must vacate the holiday home by 10 am at the latest.
- The holiday home is non-smoking. Smoking is allowed outside on the terrace.
- No open fire may be used outdoors.
- Pets (maximum 2) are allowed, unless stated otherwise at the rental property on the booking website from R&B Homes.
- The rent does not include final cleaning and washing bed linen and linen. Final cleaning costs of €100, - must be paid in cash to R&B Homes on arrival.
- The use of water, gas and electricity is included up to a maximum of €150, - per month. The meters will be read and the calculation made on your departure. Excess consumption will be deducted from the deposit paid. Less consumption will not be refunded.
- Stay of more people in a holiday home than agreed (when booking) or the maximum of four to six people applicable to the home is expressly not allowed without our permission, unless otherwise agreed in writing. This can lead to the premature termination of the lease on our part, without refund of the rent.

- Moving cupboards and beds, as well as sound or television equipment or taking any part of the (indoor) inventory outside is expressly prohibited, apart from the crockery/glasses and cutlery for your meal outside.

### **Article 8 - Force majeure**

Force majeure on our part exists if the execution of the agreement is wholly or partially, temporarily, or otherwise, prevented by circumstances beyond our control, including danger of war, strikes, blockades, fire, floods, pandemic and other disruptions or events.

### **Article 9 - Liability/complaints/damage**

- a) During the relevant rental period in the holiday home, the tenant and other users are fully liable for all damage caused to the house, the inventory and all items that belong to the rented object, unless the tenant and other users can demonstrate that the damage cannot be attributed to them. We therefore recommend that you inspect the inventory thoroughly on arrival at the holiday home for defects and damage. If you notice damage or defects that are not listed on the inventory list, please report this to us within 2 days.
- b) We accept no liability for theft, loss, or damage of or to objects or persons, of whatever nature, during or because of the stay in the holiday home.
- c) We accept no liability for construction and maintenance work on the (main) roads and buildings etc. in the vicinity of the holiday home. We accept no liability for the failure or disabling of technical equipment, utilities, the non-functioning or partial non-functioning of the internet and/or TV.
- d) The costs of normal maintenance and repair of defects are for our account. If defects occur, the tenant must inform us immediately and follow our instructions as much as possible.
- e) If you still want to submit a complaint, it must be submitted to us in writing and with reasons within 14 days of leaving the holiday home.

### **Article 10 - Departure and final cleaning**

After the end of the stay, the tenant must on departure:

- To leave the house, clean and tidy. In case of incorrect use or incorrect leaving of the holiday home, additional (cleaning) costs may be passed on to the tenant.
- To leave the inventory in the house at that location as shown in the inventory list photo.
- Have crockery, cutlery etc. washed clean, dried, and placed back in the cupboard.
- To have folded duvets and blankets on the bed. If there is still dirty laundry, we will collect it and take it to the launderette. Costs of this will be deducted from the deposit.
- Leave the dishwasher and refrigerator clean and empty.
- Take food with you and not leave it in the cupboard(s) and/or fridge/freezer.
- Please put the cushions of the garden furniture inside.
- To have emptied rubbish bins.
- Report any breakages and/or damage to us.

**Article 11 - Applicable law**

All our terms and conditions from the rental agreement/house rules, as well as any disputes arising from this, are exclusively governed by Spanish law.

**\* Public holidays in Orihuela Costa during the winter months:**

- o October 9 – Comunidad Valenciana Day
- o October 12 – Columbus Day
- o November 1 – All Saints' Day
- o December 6 – Spanish Constitution Day
- o December 8 – Immaculate Conception
- o December 25 – Christmas
- o January 1 – New Year's Day
- o January 6 – Three Kings
- o March 19 – Spanish Father's Day
- o Good Friday/Easter Sunday/Easter Monday