

CASA Sol y Mar - Terms and Conditions

1. Reservation / confirmation / payment

The villa known under the name Casa Sol y Mar in Moraira is offered for holiday rental in the name of the owner Frank Rummens (later referred to as the owner) to the tenant (the customer), as the main tenant / reservation manager stated on the booking form. The customer can submit a reservation request via Reservation-Manager (online booking) on the website www.holidayhomes-rummens.be where he will also find all the price information and the general terms and conditions with which he agrees. If he books via another rental site, he will receive a price offer and the general terms and conditions by e-mail with which he agrees.

After acceptance of the reservation by the owner, the customer will receive an email with the general terms and conditions, the invoice with the payment modalities as well as a supplementary information sheet (surname, first name and date of birth of the entire travel group). The customer has to pay 30% of the total rent including deposit within 3 working days.

The booking is only final after returning the completed information sheet together with a copy of the passport or identity card of the customer / main tenant and after payment of the advance. The balance (70%) of the total rent incl. deposit has to be paid by the customer no later than 6 weeks before the start of the rental period. If the customer makes a reservation within 6 weeks before the start of the rental period, the full amount has to be paid within 3 working days. Payments are made in Euro. Any bank charges are payable by the customer (there are no bank charges for transfers via IBAN bank accounts). Late payment entitles the owner to consider the reservation as cancelled. The rental agreement is governed by Belgian law and the place of payment is in Belgium.

2. Cancellation by the customer

Free cancellation possible up to 56 days before arrival.

Cancellation up to 56 days (=8 weeks) before the check-in date is 100% refundable after deduction of 150€ cancellation fee. Cancellation up to 28 days (=4 weeks) before check-in date is 50% refundable after deduction of 150€ cancellation fee. The cancellation must be made in writing. The conditions apply according to the date on which the owner receives the cancellation. We advise you to take out cancellation insurance.

Cancelling is often not an option

Many cancellation insurance policies do not pay in case of cancellation due to a pandemic, which would leave the customer with the costs if his holiday cannot continue. That is why we want to give the customer the opportunity to reschedule his holiday if his holiday cannot take place: **our rebooking guarantee**.

The customer is entitled to the rebooking guarantee if, as a result of a pandemic, one of the following measures applies:

1. On the day of departure, residents of the country where he resides may not enter Spain for holiday purposes.
2. On the day of departure, the country where he resides may not be left for holiday purposes.
3. On the day of departure a transit country may not be crossed for holiday purposes and an alternative travel route cannot reasonably be requested of him.

Validity

The rebooking must be made as soon as reasonably possible and the new booking must take place within twelve months. The end date of the rebooked holiday may be no later than twelve months after the end date of the original trip. The amount already paid will be used as a deposit for the new reserved period. The total amount that applies is determined by the newly chosen period and the availability of the villa.

What if the customer does not wish to make use of the rebooking guarantee?

In that case, the general terms and conditions of the owner remain applicable (see above).

3. Changes

Any change to a confirmed reservation, requested by the customer within the period of eight weeks before the start of the rental, will incur a supplement of € 30.00 In addition of any increase with regard to the revision.

4. What's included?

The rental price of the villa includes accommodation for up to 10 persons and 2 children < 2 y , the cost of normal consumption of water (10 m³ / week) and electricity (250 kWh / week) , gas for cooking, Wi-Fi, baby bed and high chair if reserved, maintenance of swimming pool & garden. The kitchens are fully equipped with hob, fridge/freezer, microwave/oven, dishwasher, coffee maker, dishes, cooking pots, pans and cutlery. The laundry room offers the use of washing machine, dryer, iron, ironing board, vacuum cleaner and cleaning utensils.

5. What's not included?

The rental price of the villa does not include personal insurance, travel insurance, transport nor transport to and from the airport. Rent for bed and bath linen mandatory €25,00/person/stay. Final cleaning is mandatory: €250,00/ stay. The cost for occasional additional consumption of water €5,00/m³ - of electricity: €0,40/kWh. Both on arrival and on departure, the meter readings will be recorded (note: do not use air conditioning with open windows /doors!).

The cost of gas consumption for the central heating in the winter period is not included. The rate charged by the gas supplier will be charged. The owner's local representative will check the amount of gas both at the time of arrival and at the time of departure of the customer and will order more if necessary. In that case, the total amount of gas consumption will be deducted from the deposit. If the customer arrives after 23:00 on the first day of his holiday, or if he arrives on a Sunday, an additional €15,00 must be paid to our local representative at check-in. If the customer leaves before 07:00 on the last day of his holiday, or if he leaves on a Sunday, an additional €15,00 must be paid to our local representative at check-out.

6. Complaints

In the unlikely event that there is a complaint about the villa or its contents during the stay, this must be reported immediately by telephone to the local representative. He/she will take the necessary, reasonable steps to resolve the issue. Neither the owner nor his representative can be held liable for any complaints reported after the booking period.

7. Occupation

The villa will be ready from 16:00 on the date of of rental start. Upon arrival, the customer checks whether the villa and inventory are complete / undamaged. Missing/damaged items must be reported to the local representative within 24 hours after arrival. He/she will make every effort towards replacement/repair.

The villa must be vacated before 10:00 on the date of the end of the rental to guarantee final cleaning and preparation for the newcomers. The local representative will inspect the house to take inventory and status. Upon departure it is the responsibility of the customer to leave all remote controls for the gates, TVs, satellite decoders, radio and air-conditioning units as well as the keys to the doors in the villa.

8. Maximum number of persons

In no case may more than 10 persons and 2 children < 2 y than those mentioned in the booking contract stay in the villa, unless with the prior written consent of the owner. The villa may not be rented/sub-let to any other group/party without the written consent of the owner. The villa may only be rented as a holiday home, rental for professional purposes is strictly prohibited; perceived deviations will result in a fee of 75% of the rental price. The owner and his representatives reserve the right to refuse entry to the villa to the client and his party if these conditions are not met. Upon arrival, the client will be asked to identify himself by showing the reservation agreement and the passports of all members of his party

9. Responsibilities of the client

The customer must take care of the villa and its contents. The villa and all equipment, kitchen utensils, furniture, etc., must be left clean - as at the start of the rental. The customer realizes that the villa is not a hotel; there is only final cleaning and no daily cleaning provided. The customer must ensure a neat status on departure, including a clean dish, an empty dishwasher, all kitchen appliances cleaned and the barbecue cleaned so that it is ready for use for the next customers. He must also ensure that the complete inventory is in the intended place, that all household waste including bottles, cans, plastic, cardboard and paper are taken to the intended waste containers (location: see house rules). Additional cleaning costs or costs for reorganization of the inventory will be deducted from the deposit. The customer/main tenant shall ensure that no member of his party engages in any activity in or around the pool that causes nuisance to the neighbors, pollution of the water

or damages the structure or filter equipment of the pool. This also applies to unacceptable, anti-social behaviour. Finally, the customer ensures that no object is removed from the house.

10. Insurance

The rental price of the villa does not include personal insurance of any kind. It is highly recommended that the customer takes out insurance both for himself and for his party against cancellation, personal accidents and medical expenses (i.e. a complete travel insurance).

11. Damage to the villa

Unless in the case of normal wear and tear, the customer is held responsible for damage to the villa or its contents as a result of negligence, wilful damage or irresponsible behavior of the party staying in the villa or of their guests. Such damage must be reported without delay to the local representative or directly to the owner. Costs of repair or replacement must be accepted and paid by the customer. All disputes between owner and customer will be adjudicated before the Belgian Court.

12. Deposit

A deposit of €500,00 is requested against damage to the villa, the furniture, occasional overconsumption, extra cleaning or reorganization of inventory. If the villa is left tidy on departure, no occasional overconsumption of electricity (more than 250 kWh/week) nor of water (more than 10 m³/week) or gas, if nothing is damaged, removed or broken, the deposit will be returned to the customer within 2 weeks after departure. The owner reserves the right to repair or replace damaged items and to deduct the costs of the deposit. Breakage, loss or damage may cause a delay in the refund of the deposit until the repair/replacement has been carried out. If the deposit is insufficient to cover the costs for repair/replacement, the customer will be held liable for any additional costs.

13. Right of access

The owner, his representative or their subcontractors have the right of access to the property at any time to inspect the property and to carry out necessary repair or maintenance work, in consultation with the customer to respect his privacy.

14. Responsibilities

Neither the owner nor his representative can be held responsible for all circumstances beyond his control including mechanical failure or failure of a utility such as water, electricity and WIFI or other facilities beyond the owner's control. However, the owner or his representative will - on behalf of the customer - make every effort to solve the problem.

15. Personal injury, damage or theft

The owner and his representative cannot be held liable for personal injury, death, loss of or damage to personal belongings and vehicles of the client or of a member of his party during the rental of the villa. To prevent theft, all exterior doors, windows and the automatic gate must be closed when leaving the villa.

16. Force majeure

The owner cannot be held liable or obliged to pay any form of compensation if the performance of the contractual obligations is prevented or influenced by 'force majeure'. In these General Terms and Conditions, "force majeure" means any event that the owner or supplier of the service(s) in question, even with due care, could not foresee or prevent. Such events may include, but are not limited to; war, threat of war, civil riots or conflicts, hostilities, strikes or other industrial conflicts, natural disasters, fire, force majeure, terrorist activities, technical problems with transport, closure of ports and ferries, quarantine, epidemics, weather conditions, government measures or other events beyond the control of the owner.

17. Project developments/construction

Spain is known for project developments/construction. Fortunately, there are no major construction projects in Moraira itself. It is an established region with no significant Greenfield sites. However, neither the owner nor his representative can be held responsible for the malfunction caused by the construction of an individual house, extensions or improvements to houses located in the vicinity of the villa. Spanish law in this region prohibits noisy construction work (even on individual property) during the months of July and August. During the other months of the year, noisy construction work falls outside the control of the municipality, owner and real estate office.

18. Cancellation by the owner

In the unlikely event that the owner has to cancel the customer's booking, the full rental price of the villa will be refunded. Refund payments are limited to the rental price of the villa. The owner is not liable for any form of cancellation fee for travel arrangements, etc.

19. Keys

Detailed instructions for handing over the key and directions to the villa will be sent immediately upon receipt of the remaining amount.

20. Satellite TV

Satellite TV is constantly in motion. The owner can therefore never guarantee which channels will be available to the customer.

21. Pets

Pets are NOT allowed.

22. Smoking

Smoking in the villa is prohibited.

23. Information

While the owner has made every effort to ensure that the details on the website and in other publicity are accurate, the property may be subject to changes or its facilities may have changed. All information about villa and surroundings was given in good faith and with the assumption of being correct. The owner is not responsible for any inaccuracies that crept into the information provided.

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