

General terms and conditions

for the use of the holiday home of the landlords Katja + André Barthels in Carrer del Pou 27, 07160 Paguera, Spain

Preamble

The holiday home is not the primary residence of the landlords. Regardless of the duration of the stay, the tenancy is a tourist tenancy (license ETV/8960) and not a long-term tenancy. Apart from the handing over of the rental object and a final cleaning, no services are rendered by the landlord. He may be represented on site by an authorised representative. The following conditions apply to the rental of the holiday home:

§ 1 Booking confirmation

The reservation for the holiday home becomes legally binding upon receipt of the booking confirmation by the tenant by post or e-mail.

§ 2 Payment

The payment terms applicable to the relevant booking are set out in the booking confirmation.

§3 Deposit

3.1 The landlord may require a deposit of EUR 500 to be paid by bank transfer or by pre-authorization of a credit card. If the deposit is paid by bank transfer, it must be credited to the landlord's account at least 1 day before arrival.

3.2 The deposit will be returned or released at the latest 7 days after departure - in cases according to § 9 with deduction of the energy costs - if the holiday home is in a condition in accordance with the contract. Should damage or soiling of the house or the furnishings or a loss of keys have occurred, the tenant is obliged to report this to the landlord immediately - at the latest, however, upon departure. In this case, the landlord is entitled to withhold the amount of the damage from the deposit. In case of key loss, 20 EUR will be charged per key.

3.3 The tenant is liable for all damage caused by him or his fellow travellers.

§ 4 Arrival and departure

4.1 On the day of arrival, the holiday home is available from 16:00. Arrival is possible until 19:00. A later arrival until 10:00 pm can be requested from the landlord in individual cases up to 4 weeks before arrival at the latest. On the day of departure, the holiday home must be handed over to the landlord in a swept clean condition by 10:00 am.

4.2 At least one week before arrival, a telephone appointment with the responsible service provider for guest services is required to bindingly coordinate the time for the handover of the holiday home. Without a timely appointment, the handover of the property cannot take place or can only take place with a delay. In case of a delay in arrival of more than 30 minutes - if this does not result from flight delays - additional costs for the handover of the house in the amount of EUR 50 may

be incurred. These will be deducted from the deposit if the service provider claims these costs from the landlord.

§ 5 Rental property

5.1 The holiday home is rented out with the complete inventory. The inventory is to be treated with care and only intended for use in the holiday home. Any missing items, defects or damage must be reported to the landlord immediately. Any complaints about the condition of the house and the inventory will only be accepted within 24 hours of arrival.

5.2 The house rules are part of the rental agreement.

5.3 Smoking is not allowed in the house. This also includes all types of e-cigarettes and vapes. There are smoke detectors in the living rooms for your safety. These also react to cigarette smoke, which would cause a false alarm. A breach of the smoking ban is considered to be use in breach of contract as defined in § 5.7 and entitles the landlord to terminate the rental agreement immediately without notice. Should the smell of smoke be detected in the house upon departure, the tenant shall owe an increased cleaning fee of an additional EUR 500, which shall be retained from the deposit.

5.4 The house may not be used for activities which violate the night's rest (between 11 p.m. and 7 a.m.) or the neighbors' sense of decency or which require permission from the authorities.

5.5 Pets are not permitted in the holiday home under any circumstances. Arriving with a pet without prior agreement will result in refusal of entry to the rental property. For an additional charge, the keeping of one dog may be agreed in individual cases, provided this has been requested at the time of booking and confirmed by the landlord. Should the keeping of a dog be approved, the following conditions apply:

- A dog can only be allowed from a minimum age of 1 year and up to a weight of 10 kg and a shoulder height of 35cm.
- Bringing a dog of the following breeds is generally prohibited: American Staffordshire Terrier, Bull Terrier, Pit Bull Terrier, Bull Mastiff, Staffordshire Bull Terrier, Cane Corso, Dogo Argentino, Dogue de Bordeaux.
- The dog is not allowed to stay on the sofa, on chairs or in the beds.
- The soiling of the house or the outdoor facilities by dog excrement (faeces or urine) is prohibited and must be removed immediately.

If the house or garden is found to be excessively dirty due to dog ownership on departure, the tenant will owe an additional cleaning fee of EUR 250, which will be withheld from the deposit, in addition to the claim for compensation for any damaged furnishings.

5.6 The tenant or any accompanying person is not permitted to register their residence at the rented property; doing so will result in criminal prosecution.

5.7 In the event of use of the holiday home contrary to the terms of the contract, such as subletting, overcrowding, disturbance of the peace of the house, unauthorized keeping of animals, etc., as well as in the event of default in payment of the rent in accordance with § 2, the contract may be terminated without notice. The rent already paid shall remain with the landlord as compensation for the damage incurred.

§ 6 Guest registration

6.1 All guests are required by law to present an identity document, provide their personal details and landlord data and sign a registration form. The owner must report this data online to the Spanish authorities and keep the registration forms in a digital guest register.

6.2 The landlord has commissioned a service provider (CHEKIN.COM) for guest registration. The service provider will contact the tenant by email in good time before arrival and provide a form for the registration of guest data. The tenant must ensure that all arriving guests have fully registered BEFORE their arrival.

6.3 The truthful and complete provision of the required information and signatures is a mandatory requirement for the stay in the rental property. If not all arriving guests fulfil this obligation, the landlord is entitled to refuse to accommodate the entire travel group. In this case, the landlord is released from the obligation to provide the contractual services and the tenant loses the right to use the rented property.

§ 7 Overcrowding and subletting

7.1 The vacation home may be used by a maximum of 4 adults plus 1 infant up to 3 years of age in a crib or in the parents' bed. In the event of overcrowding, the owner has the right to turn away excess persons or to terminate the rental agreement for non-contractual use in accordance with § 5.7.

7.2 The tenant is prohibited from subletting the property. Any income derived from unauthorised subletting shall be payable to the landlord. The tenant shall be fully liable for any losses incurred by the landlord as a result of unauthorised subletting.

§ 8 Cancellation

8.1 Cancellation of the booking prior to the scheduled arrival date must be notified in writing, e.g. by email to

booking@casa-flora.es. The cancellation policy applicable to the respective booking is set out in the booking confirmation.

8.2 The cancellation fee is deemed to be compensation for damages and will be offset against the deposit due for payment up to that point. The tenant is free to prove to the landlord that the damage incurred was less. Taking out travel cancellation/interruption insurance is recommended.

8.3 In the event of a no-show, curtailment of the trip, delayed or failed handover (see § 4), justified refusal of access (see § 6) or termination of the tenancy agreement without notice (see § 5.7), the landlord is entitled to the full amount of the agreed rent.

§ 9 Deviating regulations in the winter months

For a stay in the winter months (November to March), the following deviating regulations apply:

- The use of the whirlpool is not included and can be booked for an additional charge.
- Electricity is not included. The consumption is calculated to the day. The cost of 0.30 EUR per kWh will be deducted from the deposit on departure.

§ 10 Liability of the landlord

10.1 The landlord shall only be liable to the tenant for damage caused intentionally or by gross negligence. Liability for slight negligence exists only in the event of a breach of essential contractual obligations ("cardinal obligations"). This does not apply to damages resulting from injury to life, body and health, insofar as these are attributable to the landlord.

10.2 The landlord is not liable for the loss of valuables, possible disruptions to the internet connection, the water or electricity supply or events and consequences of force majeure.

§ 11 Law and written form

The law of the Federal Republic of Germany shall apply. Only the German language version of this document is legally binding. All agreements between tenant and landlord require the written form. This also applies to the waiver of the written form requirement.

§ 12 Severability clause

Should one of the previously described terms and conditions of business be legally invalid, it shall be replaced by a provision that comes closest in spirit. The other terms and conditions shall remain unaffected and continue to be valid.