

GENERAL RENTAL CONDITIONS

1st January 2023

The small print

Congratulations on your holiday rental! We hope you will have a good time there. Nobody likes unpleasant surprises. So if you want to avoid this, it is essential that agreements made before confirming the lease. You can read these agreements in these general terms and conditions document. We recommend that you read this carefully!

Rental conditions applicable for Van Dam Estates S.L., located Avd. Romería de la Virgen del Carmen 127, 30740, municipality of San Pedro del Pinatar, Spain (January 2023 version). These general rental conditions are made available to the tenant by the agent at the moment of booking.

Art. 1 Offer, acceptance and exclusion of liability

1.1 The offer of the agent as described on websites, brochures or otherwise, is without obligation and can be revoked if necessary. Changes must be made as soon as possible, but no later than 1 week after acceptance.

1.2 Before concluding the agreement and the implementation thereof, the tenant will provide the agent with the necessary details, including full names, home address and telephone number concerning himself and any details of other tenant (s).

1.3 The person who enters into an agreement on behalf of or for the benefit of another person is jointly and severally liable for all obligations arising from the agreement.

1.4 The agent cannot be held responsible for any disruption, change or prevention of the tenant's stay, if this is the result of unforeseen or insurmountable events beyond his control or nuisance from residents or local residents.

1.5 Agent cannot be held responsible for inconveniences caused by the work of third parties, such as municipality, province, etc. Neither can agent be held responsible for interruption of water or electricity.

1.6 The agent disclaims any responsibility for loss, theft or damage to luggage, personal property or vehicle, as well as for costs resulting from a delay in reaching the property.

Art. 2 Reservation, conclusion of agreement and price:

2.1 Reservation takes place after email confirmation for approval from the agent sent to the tenant, in which the agent indicates about the payment method, down payment and the full description of the rented property.

2.2 The reservation takes effect at the moment that the agent has received the agreed down payment by the tenant.

2.3 All prices are stated in euros and are per week or other period and include VAT.

2.4 Costs of further provisions, such as green fees, meals, drinks, etc. are never included.

2.5 How does a reservation work? You reserve a holiday home and we first contact the homeowners for verification. It usually takes a few days before we receive an answer. We can then give you one of the following answers:

A. Once the application has been approved. Your request is immediately converted into a definitive booking. You will then receive the invoice within one working day. Please note that if you want to cancel your vacation afterwards, cancellation fees will apply.

B. If the application is not approved and if the homeowner does not agree with the request, we will contact you by telephone or e-mail. In mutual consultation we will look for a suitable stay that meets your wishes.

Additional costs, such as final cleaning and any consumption costs, etc. are stated in the email if applicable.

Art. 3 Payment of rent and keys

3.1 The down payment (30%) must be received by the agent no later than the date specified in the email. The remainder of the rent must be received by the agent no later than the date stated in the email (6 weeks before the start of the rental period).

3.2 If the reservation is made less than 6 weeks before the start of the rental period, payment of the full rental price must be made immediately after confirmation of the reservation.

3.3 Upon receipt of the remainder of the rent, the necessary information (such as obtaining the key to the house and directions) will be provided to the tenant.

3.4 Late payment will be considered as a cancellation of the agreement by the tenant and as a result the conditions of article 4 of these conditions apply. The agent then also has the right to offer the leased property again for rent to third parties.

3.5 The keys of the holiday property are made available to the tenant by the agent on a loan. The key remains property of the agent.

If the keys are lost, the costs of replacing the relevant locks will be charged to the tenant and an advance on the deposit will be deducted, without prejudice to the right of the agent to pay the full costs of replacement to the tenant.

Art. 4 Cancellation by the tenant

4.1 Cancellation must be notified to the agent in writing as soon as possible.

4.2 Upon cancellation, the tenant will owe the following to the agent:

- If cancelled up to the 42nd day before the start of the rental period: 30% of the travel sum, plus the reservation costs.
- Cancellation between the 42nd to the first starting day of the rental period or later: 100% of the travel sum, plus the reservation costs.

4.3 The cancellation costs due will be settled by the agent as much as possible with the payments already made by the tenant.

If these are not sufficient to cover the cancellation costs, payment must be made within 10 days after confirmation of the cancellation by the tenant to the agent.

4.4 If the tenant does not use the rented property or leaves this before the end of the rental period, there will be no refund of the rent.

Art. 5 Change and cancellation by the agent

5.1 The agent has the right to change the agreement on one or more essential points due to serious circumstances.

5.2. Weighing circumstances are understood to mean circumstances that are of such a nature that the agent's further commitment to the agreement cannot reasonably be expected of it. If the cause of the change can be attributed to the tenant, the resulting damage will be borne by the tenant. If the agent saves money as a result of the change, the tenant is entitled to the amount of that saving for his share.

5.3 The agent may also amend the agreement on a non-material point due to serious circumstances immediately communicated to the tenant. In that case, the tenant can only reject the change if the change is to the disadvantage of more than minor significance.

5.4 If, due to unforeseen circumstances, the agent has to cancel the reservation, the tenant will be notified immediately and the down payments will be refunded.

If the cancellation of the agreement is not the result of force majeure as described in Article 4, then the agent will also pay an additional amount of 20% of the rent, being the usual compensation for damage and inconvenience.

5.5 Independently traveling young people under the age of 25 are not allowed to rent a home with us. If no honesty about the age has been observed when registering, the rental agreement can be terminated immediately without refund of the rent and the additional costs paid.

Art 6 Changes by the tenant

6.1 After the invoice has been drawn up, you can make changes up to 28 days before departure (if the desired change is still possible). For each change € 27.00 change costs will be charged plus any additional costs incurred as a result of the change. An adjustment to the holiday home or departure date is considered a cancellation.

Art. 7 Obligations of the tenant

7.1 The tenant is obliged to comply with all instructions from the agent to promote the proper execution of the rent and is liable for damage caused by his unauthorized behaviour, to be assessed according to general standards of good tenancy.

7.2 The tenant who causes or is likely to cause such a nuisance or burden that a proper execution of a rental is made to a great extent or can be made more difficult, can be excluded by the agent from (continuation of) the rental, if this is reasonably possible. It cannot be expected that the agreement will be honoured. All resulting costs are for the account of the tenant, if and insofar as the consequences of nuisance or burden can be attributed to him. If and insofar as the cause of the exclusion cannot be attributed to the tenant, he will be reimbursed the rent or part thereof.

7.3 It is not permitted to sublet the property in whole or in part to third parties or to make it permanently in use to a third party.

7.4 It is not permitted to store chemicals, gasoline or other petroleum derivatives, fireworks or other dangerous substances in or near the home.

7.5 You prevent nuisance or nuisance to local residents.

7.6 It is not permitted to grow hemp in or near the home, or to perform other activities that are punishable under the Opium Act. In the event of a violation of this provision, we will request termination of the lease and we will hold you liable for any damage.

7.7 If there is damage to the home or to the movable property, this must be reported as soon as possible. If this is not done, all consequential damage will be for the account of the tenant.

Art. 8 Information provision

8.1 All loose-leaf information, from the Internet or elsewhere, concerning the leased property, the layout, the furniture or other facilities is provided in good faith. If a change takes place between the time of reservation and the start of the rental period, the agent will inform the tenant about this as much as possible but cannot be held responsible for this.

Art. 9 Arrival and departure

9.1 The arrival in the rented property normally takes place after 4 pm unless otherwise agreed. On the day of departure you must have left by 11 am at the latest, unless otherwise agreed.

Art.10 Maximum number of residents

10.1 No more persons may stay in the rented property than stated on the website.

10.2 If additional persons are staying in the rented property without the knowledge of the agent, an immediately claimable claim arises from agent of 25% of the rent per additional person, which claim will be deducted from the deposit.

Art. 11 Pets and smoking / BBQ

11.1 Pets are not allowed in the home, unless prior permission has been obtained from the agent. In that case, the tenant must ensure that the rented property, including the terrace and garden, is not contaminated and the droppings are cleaned up. The swimming pool is forbidden for pets. The extra costs for pets are € 25 per stay.

11.2 Smoking is not permitted in the property unless prior permission has been obtained from the agent.

11.3 The use of a BBQ or making an open fire is not allowed in and around the house.

Art. 12 Deposits

12.1 The deposit will be refunded to the account number of the tenant within 2 weeks after leaving the rented property, possibly after deduction of costs for repairing damage to the rented property that has been established afterwards or other reasons stated in these terms and conditions, such as additional consumption of electricity. The additional consumption of electricity will be deducted from the deposit. The amount of damage that is withheld is determined by the owner of the property.

Art. 13 Cleaning

13.1 Upon departure, the tenant must leave the rented property clean and tidy, including emptying waste bins, flushing toilets and cleaning dishes. If, at the final cleaning, the manager is of the opinion that insufficient attention has been paid to this and needs to perform extra work to get the rented property and inventory in order, the costs thereof will be charged to the tenant.

Art.14 Liability and force majeure

14.1 The person who booked the holiday home is jointly and severally liable (also for all others he / she registers). With regard to minor travellers, it must be demonstrated that parents or guardians have given permission.

14.2 The agent is obliged to implement the agreement in accordance with the expectations that the tenant could reasonably have under the agreement.

14.3 If the rent does not proceed in accordance with the expectations referred to in this article, the tenant is obliged to inform the agent as soon as possible (either by telephone, e-mail or in writing) that the agent is able to eliminate the cause thereof.

If the rent does not proceed in accordance with the aforementioned expectations, the agent is obliged to compensate any damage, unless the failure to perform is not attributable to him (force majeure).

Force majeure is understood to mean abnormal and unforeseeable circumstances that are independent of the will of the person invoking it and the consequences of which could not be avoided despite all precautions. If the agent is liable for the damage suffered by the tenant, his liability will be limited in accordance with the relevant international treaties. Nor does he accept liability for damage for which there is a claim for reimbursement based on travel and / or cancellation insurance.

If the agent is liable vis-à-vis the tenant for loss of enjoyment of the rent, the compensation is a percentage of the rent that can be determined in reasonableness and fairness.

14.4 You must immediately notify us of any damage. Do you not take any measures or do you not report damage, imminent damage or defects directly to us? Then you are liable for the damage to the property. In that case you are also liable for damage to the property of others.

14.5 The agent is not liable for damage that you suffer as a result of storm, frost, lightning, flooding, rise or fall in groundwater level, natural disasters, atomic reactions, molestation and other calamities.

Art. 15 Interest and extrajudicial costs

15.1 The tenant who has not fulfilled a financial obligation to the agent in time is legally in default without further warning or summons after 5 days on which the obligation should have been fulfilled, and therefore owes a default interest of 1 on the outstanding amount. % For each month or part of a month that he fails to comply with it, all this until the day of full payment.

15.2 Furthermore, the tenant is obliged to pay extrajudicial collection costs equal to 15% of the amount claimed, with a minimum of € 100 at the time that the agent places the claim for collection in the hands of a legal service provider.

Art 16 Booking costs

16.1 The reservation costs amount to € 25.00 per reservation and apply per reservation and are stated on the website under supplements in the cost overview when reserving the house.

16.2 The additional costs for airport service, electricity and the washing of bed linen/towels per person are subject to economic circumstances. These prices apply as stated in the property advertisement on our website upon arrival of the tenant.

16.3 If more bed linen or towels are used on your departure than the number per person, we will deduct this from the deposit.

16.4 With every advertisement you can find how much electricity is included per week. The excess consumption will be deducted from the deposit.

Art 17 Babies

17.1 When booking, a baby cot or high chair can be reserved.

Art 18 Wi-Fi and TV channels

18.1 Not all holiday homes have Wi-Fi and television channels. If you wish, you must state this when booking. It is possible to rent this in a number of our holiday homes. We cannot accept any liability with regard to the channels to be received and/or the functioning of the internet.

Art 19 Complaints and disputes

19.1 An observed shortcoming in the implementation of the agreement must be reported to the agent as soon as possible, but in any case within 48 hours after taking possession of the holiday home, so that the latter has the opportunity to find a suitable solution.

19.2 If the shortcoming is not resolved within a reasonable period and the quality of the rent is affected, this must be reported immediately to the agent again. If the shortcoming is still not satisfactorily resolved and gives rise to a complaint, the tenant must submit this to the agent in writing and with reasons as soon as possible.

19.3 When the complaint is assigned, the agent will, upon assessment of the complaint, offer a reasonable financial compensation to be determined by the agent.

Art 20 Agent's obligation to report

20.1 As a agent, the agent is obliged by the Spanish government to mention the tenant's stay. For this we need some personal information from the tenant. Namely: Gender of main tenant, date of birth, nationality, number of proof of identity, type of identity document and issue date of identity document.

20.2 After paying the 30% deposit, the agent will request this information from the tenant. You must provide this information to us at least 7 weeks before the start of the rental period.

Failure to provide this information in time will result in cancellation of the reservation on behalf of the tenant. Article 4 will then enter into force.

Passing on a non or incorrect bank account number is entirely at the risk of the tenant. If we have not received a bank account number, the deposit cannot be returned either.

Art 21 Spanish laws

Only Spanish law applies to this agreement. The parties also agree that all disputes arising from this agreement will be submitted exclusively to the competent court in the Murcia district.

WE ADVISE YOU TO TAKE A TRAVEL AND CANCELLATION INSURANCE!