
GENERAL TERMS AND CONDITIONS

CONSUMERS GENERAL CONDITIONS

CONCEPTS: In these general conditions it is understood under: the tour operator is 123casitas. 123casitas mediates between private owners and customers for the match of contracts for holiday accommodations. (Main)Tenant: A (natural) person, one who rents or wishes to rent a holiday house which the tour operator offers. Cotenant: Person who stays together with the (main) tenant in the holiday house. Manager: Person who performs management tasks on behalf of the owner of the holiday house. Consumer: A natural person who rents a holiday house and does not act in the exercise of its profession or company. Third: Every other (right) person, which are not tour operator or Tenant. Owner: The legal owner of a holiday house (or the beneficial representative), who has offered the holiday house to the tour operator for renting. Cancellation: Revoking or dissolving the booking within the granted terms for that purpose. Consideration period: The period in which the consumer can cancel a booking at the tour operator at no cost. Booking: A reservation of a holiday house accepted by the tour operator.

1. Relevant General Conditions

These general conditions apply to all offers and tenders of, agreements with, supplies and services of the tour operator. Appointments or regulations apply only if and insofar these have been confirmed by the tour operator in writing. Verbal appointments and/or promises of employees of the tour operator are exclusively valid if the authorized employees of the tour operator have confirmed them in writing. These general conditions apply exclusively on legal perspective between the tour operator and consumers.

2. Offers, Prices and tariffs

2.1 Offers of the tour operator are not binding and occur subject to interim changes.

2.2 All indications on the website of the tour operator is esteemed to be supplied in good faith and still occur with a proviso of interim adjustments. The tour operator is clearly not bound to errors and omissions on its website! The tour operator carries no responsibility for general information on the website.

2.3 Prices are inclusive VAT. The current applied prices and tariffs are exclusively mentioned on the website of the tour operator. Mentioning of prices and tariffs occur under reservation of obvious errors and omissions.

3. Realization and contents agreement

3.1 An agreement between the tour operator and the Tenant is brought about by confirmation of a telephonic, written or electronic (internet/email) booking of a holiday house from the actual offer from the tour operator.

3.2 After the booking, the Tenant receives a confirmation of the booking with a rental contract. These parts together serves as a proof of the agreement. (Please keep these details safe!)

3.3 The booking confirmation and rental contract is sent by the tour operator, which contains all relevant details for the stay in the booked holiday house. In the interest of a good booking and the prevention of misunderstandings, after receiving the booking confirmations or rent agreement, the Tenant is required to thoroughly check the booked details and report incompleteness or inaccuracies within 7 days to the tour operator after receipt of the booking confirmation.

3.4 The tour operator still has the right to withdraw a booking without reason.

4. Cancellations and insurance

4.1 If the Tenant terminates the contract before the rental period starts then the tenant is responsible for paying the following percentages of the rental price to cover costs (excl. cleaning), as long as a further rental is not possible:

- a) the tenant pays up to 60 days before the rental period 90 % of 25% of the rental price;
- b) from 60 days up to the rental period the tenant pays 25% of the rental price.

4.2 If the tenant terminates their stay early, the tenant is still responsible to pay the full rental price.

4.3 Termination is only accepted in writing. The date applicable is the day the document is received by the tour operator.

4.4 It is recommended to take a cancellation insurance and travel insurance for medical expenses is also for a vacation in Europe wisely.

5. Payment

5.1 As mentioned in the booking confirmation the Tenant pays 25% of the rental price within 7 days after receiving his booking confirmation on the mentioned bank account unless otherwise is agreed and 75% of the rental price plus extra costs mentioned in the booking confirmation in cash at arrival to the owner/ manager or 7 days before arrival on the mentioned bank account or unless otherwise is agreed The rental price is for the duration of the rental period incl. or excl. the cost of the final cleaning, incl. or excl. sheets, incl. or excl. tourist tax. The rental price plus the excl. costs is the total price such as mentioned in the booking confirmation. The costs of electricity, water, Wi-Fi and warm water heating are included in the rental price unless otherwise is agreed in the booking confirmation. Gas heating or firewood is not included in the rental price and have to be paid on day of departure directly to the owner/ manager if the Tenant make use of this facilities..

5.2 Contrary to the specifics in 5.1. Payments of last minute bookings (i.e. bookings within one week before the first day of stay) need to take place in full within 3 days after booking. The tour operator is entitled in the case of late bookings to request exclusive cash payment.

5.3 Payment can only take place by means of a credit card, by bank, on internet f.e. paypal ideal or in cash.

5.4 The tour operator is not responsible for sending or reminding the Tenant about the expiry of a payment term or account summaries, unless otherwise stipulated in the agreement.

5.5 The Tenant never has the right to suspend the payment. When the first payment date of 25% is expired, the Tenant can prevent this omission without extra cost by paying within 3 days the full amount of the rental price.

5.6 By not or not paying on time then there will be all kinds of legal process and execution costs as well as extra judicial collecting charges for accounts from the Tenant. The extra judicial collecting charges amounts to at least 15% of the invoice amount with a minimum of Euro 100

5.7 If the tenant is more than 7 days late in paying, the tour operator is entitled to terminate the contract immediately and without notice and let the property to someone else.

6. Deposit

6.1 The deposit amount is mentioned in the booking confirmation and have to be paid by the Tenant on the arrival date unless otherwise is agreed and will be normally refunded in cash on departure by the Owner/ Manager unless otherwise is agreed.

6.2 After the end of stay in the holiday house damages or loss of things present in or to the holiday house is settled with the deposit and the remainder of the deposit is repaid to the Tenant.

7. Tenant Laws and Obligations at the place of the holiday house

7.1 With regard to the current situation, the local right of application beside these terms and conditions and the rental contract still applies. These terms conditions and rental contract prevail in so far that the law has not stipulated otherwise.

7.2 The rental property is let to the tenant from arrival date until departure date. On arrival at the holiday house, the Tenant need to collect the keys from the holiday house between 17.00 and 20.00 from the Owner/ Manager, unless otherwise is agreed. On an arrival outside the mentioned time, the Tenant need to make an appointment directly with the Owner/ Manager.

7.3 The Tenant is required to vacate the holiday house before 12.00, unless otherwise is agreed. The tour operator is not responsible for the consequences of late departure than the stipulated time!

7.4 Is the departure later than the stipulated time in the rental contract, the Tenant is required to pay an additional amount per day.

7.5 It is important that the Tenant conducts him/herself as a good Tenant and use the holiday house in accordance to the user instructions given by the tour operator or Owner/ Manager.

7.6 The Tenant and his/her cotenants are lawfully responsible for any damages to or in the holiday house. In such a case, any damages need to be reported by the Tenant directly to the Owner/ Manager. Reparation or replacement costs needs to refund immediately by the Tenant directly to the Owner/Manager on duty.

7.7 On departure, the Tenant need to leave the holiday house in a descent state - meaning: leave the house cleanly swept, empty the refrigerator, take away the separated garbage in the designated container on the property or to the village, the things present inside the holiday house needs to replace in its original place (as on arrival), dinner sets needs to be washed and packed away at its original place, strip the beds and place all dirty linens on the beds, lock all doors and close all windows and left the keys in the front door, clean the BBQ, close all the gas bottles and if used clean the wood burner. The Owner/Manager will observe whether (several) things have not been placed in its original place or if the holiday house has been cleanly swept, if not, the Owner/Manager is entitled to charge the Tenant extra (cleaning) costs.

7.8 The Tenant is not allowed to use own heavy electric equipment's such as coffee machines, electric BBQ's etc. in holiday houses with a self-generated power system. These machines can cause very serious damage to this system. The tenant can ask the Owner/ Manager for permission to may use other own electric equipment.

7.9 The tenant is obliged to use linen on the beds by taking care of his own bed linen or making use of the offered bed linen from the Owner/ Manager. The tenant always has to take care of his own bath linen unless the bath linen is confirmed in the booking.

8.Complaints

8.1 Each holiday house is carefully selected and inspected by the Owner/ Manager. The tour operator stands in for the precision of the holiday house, with the understanding that a variation of 30% of the applied living, garden surface and distances are esteemed as acceptable. The description and impression of the holiday house and the direct surrounding, which falls under provisions, furnishing, facilities and recreation possibilities can in their nature or due to interim changes or season influences differ from the description on the website of the tour operator. The Owner/ Manager supply if required modified information to the point, which has been given to the knowledge of the tour operator. The information in question is esteemed personal and can be subjective.

8.2 The Tenant is still entitled to submit his grievances by means of a complaint to the tour operator. The tour operator needs to handle a complaint adequately and with capable speed, thus handling the complaint with criterion of reasonableness and fairness.

8.3 The Tenant serves a complaint, originating on arrival at the holiday address or during the stay, at the latest within 24 hours to be reported to the Owner/Manager. The Owner/Manager will endeavor to solve the complaint immediately on the spot. In case the established complaint cannot be solved on the spot by the Owner/Manager, the Tenant need to report the complaint within 48 hours after the observation telephonically to the tour operator still providing the tour operator the possibility to solve the problem on the spot. The complaint can be reported telephonically during office hours.

8.4 In case a complaint after consultation with the owner/manager and the tour operator cannot be solved on the spot to the satisfaction of the Tenant, the Tenant need to request the tour operator to handle his complaint within 30days after receipt and in case the complaint seems to be justly, an appropriate resolution will be searched for, corresponding the seriousness of the complaint.

9. Circumstances beyond our control

9.1 In the case of circumstances beyond our control, both of a permanent and temporary nature, the tour operator is authorized to annul ate the agreement completely or partially or to suspend it temporary without the Tenant having to claim on performance and/or indemnification. The following can be understood under circumstances beyond our control - but not exclusively: danger of war, revolt, war risk, strikes, boycotts, traffic interference or transport, measures of the authorities, scarcity of raw materials, natural calamities, and further other circumstances, extraordinary weather conditions, death of the owner, divorce of the owner, unannounced sale and/or occupation of the holiday house by the owner in which complete or partial compliance with the agreement cannot be demanded to reasonableness and fairness from the tour operator.

9.2 If circumstances beyond our control - appears while the Tenant only can make partial use of the holiday house, the rental agreement need to be regarded unbinding for the already utilized time.

10. Liability

10.1 The rental property incl. the furniture and the other contents are to be treated with care. The tenant is held responsible for the actions of other people within the house. The tenant is liable for all damaged goods, damage to the property or anything else related to the property, whether caused by themselves or their accompanying guests.

the tour operator is not responsible for interferences in and around the holiday house such as interruptions and failure of current and water supplies and technical installations, not or untimely announced building activities and changes to entrances - or main roads.

10.2 The tour operator can only be kept responsible for damage, which is owing to the gross fault of the irresponsibility of the tour operator. The liability of the tour operator is still limited to the

11. Privacy

The tour operator will still handle all the Tenants personal data very seriously. The collection, processing and use of personal data known to us, be carried out in accordance with the legal provisions. We will not share your personal information to third parties or disclose. In case of a booking your personal data will be collected. The data are not provided or released to third parties. We use this information only for our own purposes.

12. Final provisions

12.1 As far as is known, nothing is stipulated by means of rules of international private law, Spanish law is applied.

12.2 All disputes resulting from the rental agreement or these general terms and conditions will be settled in first construction by the authorized judge in Spain as far as the private international rules do not stipulate differently.

12.3 None of the parties can carry the rights and responsibilities to a third, as far as known in the present case nothing else is started.

12.4 In case and as far as known sole stipulation in the rental contract and the present conditions could appear null and void, the remaining conditions in position remain and the insignificant article in this way is esteemed to have been converted thus that is brought in conformity with the obvious intentions of parties.

Procedure booking: By sending the booking the tenant declares he agreed with the he general terms and conditions. After booking, the tenant receives a booking confirmation and the rental contract below. These parts together serves as proof of the agreement. One week before arrival the tenant receives a route description to the holiday house (Please keep these details with you and show them at arrival to the owner/ manager)

Rental Contract

for the rental of a holiday apartment/ holiday house

between
Hans Krul, P.O. Box 146, 43519 El Perelló, Tarragona, Spain

(Name and address) – Tour Operator –

And – Tenant –
<see your booking>

(Name and address)

1 Rental property

(1) In the booking confirmation the tour operator informs the tenant:

- which property he lets;
- for how many adults, children under 18, children under 2 years old;
- if pets are allowed and how many;
- if the tenant wants to make use of a free baby cot;
- if the holiday house is a non-smoking property;
- If bed linen is included in the price or not;

2) The tenant is obliged to use linen on the beds by taking care of his own bed linen or making use of the offered bed linen from the tour operator/ house owner.
The tenant always has to take care of his own bath linen.

(3) The tenant receives the keys for the duration of the rental period at arrival from the owner/ manager.

2 Rental period, arrival and departure

(1) The rental property is let to the tenant from the given arrival date until departure date in the booking confirmation.

(2) The arrival time on the arrival day is normally between 17.00 and 20.00 o'clock, unless otherwise is agreed. On an arrival when the mentioned time is later or earlier, the tenant need to make an appointment directly with the owner/ manager. See telephone number on your booking.

(3) The checkout time on the day of departure is normally before 12.00 o'clock, unless otherwise is agreed with the owner/ manager.

(4) On departure, the tenant need to leave the holiday house in a descent state - meaning: leave the house cleanly swept, empty the refrigerator, take away the separated garbage in the designated container on the property or to the village, the things present inside the holiday house needs to replace in its original place (as on arrival), dinner sets needs to be washed and packed away at its original place, strip the beds and place all dirty linens on the beds, lock all doors and close all windows and left the keys in the front door, clean the BBQ, close all the gas bottles and if used clean the wood burner. The owner/ manager will observe whether (several) things have not been placed in its original place or if the holiday house has been cleanly swept, if not, the owner/ manager is entitled to charge the tenant extra (cleaning) costs.

3 Rental price, deposit and payment methods

(1) The rental price is for the duration of the rental period incl. or excl. the cost of the final cleaning, incl. or excl. sheets, incl. or excl. tourist tax. The exclusive costs come up on the total price. The costs of electricity, water, Wi-Fi and warm water heating are included in the rental price unless otherwise is agreed in the booking. Gas heating or firewood is not included in the rental price and

have to be paid by departure directly to the owner/ manager if the tenant make use of this facilities.

(2) The amount is payable by the following: 25% of the rental price within 7 days after the tenant has received the conformation booking unless otherwise is agreed and 75% of the rental price in cash at arrival to the owner/ manager or 7 days before arrival by bank or unless otherwise is agreed.

(3) The deposit of called in the booking confirmation is payable on arrival and will be normally refunded in cash on departure.

(4) If the tenant is more than 7 days late in paying, the tour operator is entitled to terminate the contract immediately and without notice and let the property to someone else.

4 Cancellation and early termination

(1) If the tenant terminates the contract before the rental period starts, the tenant is responsible for paying the following percentages of the rental price to cover costs (excl. cleaning), as long as a further rental is not possible:

- a) the tenant pays up to 60 days before the rental period 90 % of 25% of the rental price;
- b) from 60 days up to the rental period the tenant pays 25% of the rental price.

(2) If the tenant terminates their stay early, the tenant is still responsible to pay the full rental price.

(3) Termination is only accepted in writing. The date applicable is the day the document is received by the tour operator.

5 Liability, complaints and responsibilities of the tenant and owner/ manager

(1) The rental property incl. the furniture and the other contents are to be treated with care. The tenant is held responsible for the actions of other people within the house. The tenant is liable for all damaged goods, damage to the property or anything else related to the property, whether caused by themselves or their accompanying guests.

(2) Faults or complaints that are found during the rental period are to be reported by the tenant within 24 hours to the owner/ manager. The owner/ manager will endeavor to solve the complaint immediately on the spot. In case the established complaint cannot be solved on the spot by the owner/ manager, then the tenant need to report the complaint within 48 hours after the observation telephonically to the tour operator still providing the tour operator the possibility to solve the problem on the spot. The complaint can be reported telephonically during office hours, on the telephone number of the tour operator (+34 977 059 279 +34 693 844 110).

(3) The Tenant is not allowed to use own heavy electric equipment's such as coffee machines, electric BBQ's etc. in holiday houses with a self-generated power system. These machines can cause very serious damage to this system. The tenant can ask the Owner/ Manager for permission to may use other own electric equipment.

6 Contract wording and clause

(1) Changes and alterations of this contract need to be in writing.

(2) In the case the tenant is agreeing this contract with someone in another country, this contract relates to the law of the following country: Spain

<see your booking>

Town

<see your booking>

Date

Signature Tenant

El Perello

Town

<see your booking>

Date

A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a horizontal line and some smaller, less legible characters.

Signature Tour operator