

## Group rental Conditions Hostal Javea

Valid from 1st of august 2021

### 1. Definitions

#### 1.1 Renter

The person in whose name the booking is made, and who is mentioned first in the booking confirmation is the responsible renter.

#### 1.2 Letter

The person (owner) or company listed on the booking confirmation that issues the reservation and acts as the representative of the owner.

#### 1.3 Hostal Javea

The rental property with address Carretera de Jesús Pobre 49, 03730 Javea, Spain.

### 2. Scope

These Booking Terms and Conditions apply to all Group booking agreements, that rent the whole hostel, between Letter and Renter.

### 3. Establishing of booking agreement

The contract between the Renter and the Letter will come into existence as soon as the booking deposit has been received by the Letter.

### 4. General

The Renter is responsible for all payments, changes and cancellations. The Renter is responsible for that the Letter is given the correct contact details and that all occupants are informed about the property and the rental conditions.

### 5. Destination Information

The Letter cannot guarantee that all local services or facilities (such as transport, shops, restaurants, sports grounds and swimming pools) will be available during the Renter's stay. It is always conceivable that some facilities may be closed, especially in the low season. Public facilities not connected to Hostal Javea do not form part of the contract, and any mention of such is not binding.

### 6. Parties, events or commercial activities:

If you plan to organize a commercial activity or any kind of function or party you are required to inform the Letter before the booking is made.

The Letter has to accept the details of your event and there might be additional charges. If you organize an event at the property without informing the Letter it might result in dissolution of the booking agreement and payments already made will not be refunded. Should the booking deposit/s or the balance of

the payment not have been received by the due date, the Letter is entitled to cancel the booking without having to refund the payments that have already been made. Deposits will be refunded only if the booking cannot be honoured due to a cause attributable to the Letter.

The booking may be cancelled on the following conditions/with the following cancellation charges:

- a) If the cancellation is made 8 weeks or more before the beginning of the rental period, the Letter will debit the amount of the booking deposit/s.
- b) If the cancellation is made less than 8 weeks before the beginning of the rental period or later, the total price of the booking will be debited. In the case the Letter, because of subcontractor's cancellation rules, are afflicted with costs not covered by the cancellation rules, the Letter has the right to debit the Renter for those costs.

The booking will be considered cancelled when notice of the cancellation reaches the Letter. A cancellation sent by email after 18:00 (officehours 09.00 – 18.00) will be considered to have come into effect the following working day. If the Renter does not check in, or the check-in is delayed, the Renter has no right to a refund of the rent. Changes of rental period are always treated as cancellations if not otherwise agreed.

#### 7. Number of persons

A booking will be valid for the number of persons stated on the booking form. The property may not be occupied by more persons than stated on the booking form. Occupancy by a larger number (even at a single event) may result in dissolution of the booking agreement and payments already made will not be refunded and the Renter will owe the entire rent.

#### 8. Pets and smoking

Pets are not allowed on the property. Smoking is forbidden in all inside areas and only allowed in the indicated smoking are

#### 9. Booking information

The Renter should check that the information in the booking confirmation and invoice is correct. Should there be differences between that information and details previously given in a brochure/website, the payment of the booking deposit constitutes an acceptance of these differences.

#### 10. Extra Costs

Any other extra services, not stated on the booking confirmation, are paid in addition to the rent before or upon arrival.

#### 11. Check-in and Check-out

Check-in time is after 16.00 on the day of arrival. On the day of departure the Renter and all occupants must vacate the accommodation before 10:00 hrs. Failure to do so gives the Letter the right to charge the Renter for damages. The Renter may lose the security deposit as a result.

#### 12. Payment conditions and Cancellation Charges

Bookings can only be made by e-mail.

The booking deposit as mentioned on the written booking confirmation must be in the Letter's possession within 7 working days after the reservation is made. Only then the reservation can be confirmed.

The booking deposit is 30% of the total accommodation cost (or otherwise stated). The balance (final payment) must be paid at least 8 weeks prior to the commencement of the rental period. If the reservation is made 8 weeks or less from the arrival date, the total booking sum must be paid immediately and in full.

Should the booking deposit/s or the balance of the payment not have been received by the due date, the Letter is entitled to cancel the booking without having to refund the payments that have already been made. Deposits will be refunded only if the booking cannot be honoured due to a cause attributable to the Letter.

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hours after 18.00 h it will be considered to have come into effect the following working day. If the Renter does not check in, or the check-in is delayed, the Renter has no right to a refund of the rent. Changes of rental period are always treated as cancellations if not otherwise agreed.

#### 13. Dissolution

The agreement will be dissolved (i.e. The booking will be cancelled) if the Renter fails to satisfy the provisions of any mentioned clauses. The payments made will be forfeited to defray incurred costs and damage.

#### 14. Cancellation insurance

The rent excludes insurances. The Renter is recommended to take out a private travel insurance in case of cancellation due to sudden illness, accident or unforeseen events (i.e. natural disasters, pandemics etc.)

#### 15. Security Deposit

A security deposit is payable together with the final payment in addition to the rent. The deposit will be returned by bank not later than eight days after the end of the rental. In the event of damage and/or loss of the rented property, and/or circumstances for which the Renter is to blame, the total incurred damage will be deducted from the deposit. In all instances where the costs of damage and/or loss of the rented property exceed the paid deposit the Renter must immediately pay the excess to the

Letter. All instances of breakage, loss and/or damages must be reported immediately to the Letter and paid for.

#### 16. The Renter's Obligations

A Renter who books accommodation for or jointly on behalf of other occupants will be jointly and severally liable for the total rent and for damage caused by acts by him and all others present with him in the rented accommodation. Upon departure the Renter is expected to leave the accommodation in a generally good condition – that is: The items in and around the accommodation should be put back in their original location (as upon arrival), kitchen equipment and surfaces should be cleaned and all garbage removed from the premises. All floors should be cleaned from any excessive dirt. Crockery should be washed and stored in the

appropriate place. The Letter is authorised to carry out a final check. If the Letter finds that a number of items have not been returned to their location or if the accommodation has not been left in generally clean condition he is authorised to charge the Renter for extra costs (minimum 100 €).

The Renter must treat the accommodation according to generally accepted standards and follow the house rules of the Letter including:

- The Renter and the occupants may not be or act drunk or intoxicated at the time of arrival.
- The Renter and the occupants must behave in an acceptable way during their entire stay. This includes no drunkenness no drugs, no music or noise (including swimming pool use) in outside areas after 23:00 h and not before 8:00 h and to respect the neighbours.
- Outside doors should be closed when using the air conditioning or heating.

If the House rules are not followed by the Renter or the other occupants it may result in dissolution of the booking agreement and the Renter will owe the entire rent, including the security deposit. The house rules will be presented to the Renter before or upon arrival. The use of the facilities, including the swimming pool, children's play areas and sports facilities are at the Renter's and the occupants own risk

Children must be under observation by the parents at all times, especially when playing in the pool and the outside areas. Drunken or intoxicated people are not allowed to be in or near the swimming pool.

#### 17. Complaints and Claims

Should the property not be in the condition stated in the contract, or if problems arise during the Renter's stay, the Letter must be immediately informed.

If the Renter does not inform the Letter immediately about perceived defects, the property is deemed to be in the condition specified by the contract. This also applies to faults perceived during the rental period. Faults that are reported after the rental period cannot be mutually verified, and the Letter is not liable to pay damages. Any claims must be made in writing within 2 weeks from the last day of the rental period.

#### 18. The Letter's Liability:

The Letter is not responsible for the accuracy of the information given about the destination.

Should the rental property not be in accordance with the contract, the Letter will make every effort to rectify the situation without delay.

The liability of the Letter for claims made by all persons involved is limited to the rental price.

Under no circumstances whatsoever will the Letter be responsible for any loss or loss of value and/or damage to property of the Renter and his co-occupants caused by incorrect use of the rented property.

The Letter is not liable for actions or omissions on the part of the Renter or a joint user.

The Letter is not liable for any costs arising from delayed transports such as airline delays or cancellations.

Force majeure: The Letter will not accept liability for damages caused by overwhelming obstacles or other unforeseen events that it could not have prevented. Such reasons are e.g. wars, global health issues, pandemics, natural catastrophes and changes made by local authorities.

Place of jurisdiction is Denia.