

## General rental conditions and house rules

All these conditions relate to the house 'La casa en valle' (hereinafter referred to as the holiday home) at: Elvirilla del Roldán, Nº9, 18658 Melegis (Granada). Upon acceptance of the booking, the following rules apply.

### Use

- In these General Rental Conditions, the term "tenant" means: the person who concludes an agreement with us regarding the rental of the holiday home
- These General Terms and Conditions apply regardless of your (prior) reference to any of your own terms and conditions or to other general terms and conditions. We reject all Terms and Conditions to which you refer or which are used by you.
- Agreements deviating from these General Terms and Conditions are only valid if agreed in writing.

### Reservation

- Agreements deviating from these General Terms and Conditions are only valid if agreed in writing.
- After you have made a reservation, you will receive a confirmation, the general payment conditions and an invoice from us within 10 days. We request that you check these documents for correctness and inform us immediately of any inaccuracies. If you have not received a confirmation of receipt from us within 10 days of making the reservation, we request that you contact us immediately, failing which the reservation cannot be invoked.
- An agreement is concluded between you and us when we have confirmed the reservation to you. The agreement concerns the rental of the holiday home for recreational use, which by its nature is of short duration.

### Payment

- We request that you transfer 25% of the rent to us within 14 days after the invoice date. The other 75% must be paid to us 1 month before the arrival date. If your reservation is within 1 month before the arrival date, you must transfer 100% of the invoice amount to us at once upon receipt of the invoice.
- The deposit and/or payment should be transferred to the IBAN: ES35 0081 0596 6200 0214

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<http://www.vakantie-in-andalusie.com>

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7717 t.n.v. BH struik and C.C. Danenberg or via bank account (NL) NL80 INGB 0680 4875 30  
t.n.v. C. Danenberg stating your name and period.

- By paying a term of or the entire rent you confirm that you have read and agree to the general rental conditions. The rental ends automatically after the agreed period has expired.
- In the event of late payment of the amounts invoiced to you, you will be in default immediately after expiry of the payment term. In that case we reserve the right to cancel your reservation and to dissolve the agreement.

### **Deposit**

- The **deposit is € 750.00**. The deposit serves to guarantee damage and / or costs - in the broadest sense of the word - that we may suffer in the event of non-compliance with the obligations of the tenant as a good tenant and the person (s) accompanying the tenant.
- The deposit must be paid together with the first down payment of the rent. In the event that the deposit is not paid, we are entitled to deny the tenant access to the holiday home. If you fail to pay the deposit, we are also entitled to terminate the agreement with immediate effect.
- After settlement of claims (damage to inventory / holiday home and / or other costs) from us to the tenant, the deposit or any remainder thereof will be refunded to the tenant within 14 days after departure. Any (further) claims for compensation will not be canceled by this refund.

### **Cancellation**

Cancellation by the tenant must always be made in writing (by post or by email). The following rules apply for this:

- In case of cancellation of one month of arrival, 0% of the remaining rent will be charged.
- If canceled up to 30 days before the day of arrival, 50% of the remaining rent will be charged

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- In case of cancellation from 7 days up to the day of arrival, 100% of the remaining rent is due.
- If you have not arrived within 24 hours after the agreed date without further notice, this will be considered a cancellation and 100% of the remaining rent is due.
- In case of cancellation on our part, any monies already paid will be refunded.

### **Receipt key**

- One week before the arrival date, the tenant receives 2 codes of two key safes in which the tag key / house key is stored by email or text message and after payment of the full invoice amount. This code may not be transferred. The tenant is never entitled to keep or duplicate the key for whatever reason. Should the tenant nevertheless do so, the tenant will owe a fine of € 750, without prejudice to the actual costs. The key and tag key of the holiday home is made available to the tenant on loan by us. The key remains our property. In the event of loss, theft or any other way of losing the key, the tenant owes an amount of € 100.
- All costs that arise because you do not deliver the house on time will be recovered from you. We will keep for you any goods found after your departure for a reasonable period of time, but we will not take any responsibility for them. Retransmission is only possible at your expense.
- When the tenant and / or other users have locked themselves out of the holiday home, € 50.00 will be charged to resolve the situation. This will be deducted from the refund of the deposit. To check, we ask the tenant to identify himself before the copy of the key is handed over.

## **Stay in the holiday home**

### **Arrival and departure**

Upon arrival and after your departure, we will discuss how and where the key handover will take place after mutual contact. On the day of arrival you can arrive from 16:00. On the day of departure, you must vacate the holiday home before 10:00 am. Different arrival and / or departure times must be discussed in advance with the landlord. All costs that arise because you do not deliver the house on time will be recovered from you.

We will keep for you any goods found after your departure for a reasonable period of time, but we will not take any responsibility for them. Retransmission is only possible at your expense.

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## Use of the holiday home

We assume that you use our holiday home properly, so that we or the following guests can use it with pleasure. **Smoking and pets are not allowed** in the holiday home. Barbecuing with the available bbq is allowed (this must be left clean before the departure of the house). The use of water and electricity is included, but we request that you use it sparingly.

When renting, one set of bed linen and one set of towels per person is supplied. Towels should only be used for showering and not for the pool or beach. For this you need to bring your own bath towels.

Stay of more people in a holiday home than agreed on the reservation, or the maximum of 10 people applicable to the home is expressly not permitted without our permission, unless otherwise agreed in writing. This can lead to the premature termination of the lease on our part, without refund of rent.

Moving cupboards and beds, as well as sound or television equipment or taking outside any part of the indoor inventory (except of course crockery, glasses and cutlery for your meal outside) is expressly **not permitted**.

Kitchen appliances as well as all associated kitchen items are free to use. However, we would like to draw your attention **not to use sharp objects in the pans**. We have wooden spatulas for this.

Remember that if you leave the house prematurely and upon departure, always close the doors and windows carefully. This not only because of possible theft but also if you rent during the summer period to keep the house cool.

The house is equipped with a general cooling system that can be set per room. However, it makes no sense to set the cooling to such a low temperature, the system will not respond to it and possibly respond incorrectly. Incorrect handling of the thermostat per room and the costs arising from this are for your own account. We recommend keeping the cooling not lower than **26 degrees**, especially in the warmer period of the year. This setting will be set by default. For your health, too, it is better not to let the temperature difference from outside and inside rise too high.

The house has a swimming pool. You are not allowed to **drink or eat in the swimming pool**. Peeing in the pool is also strictly prohibited. During the period April to October, occupancy twice will be checked and maintained weekly on the quality of the swimming pool water. If the swimming pool rules are violated, this will be recovered from the tenant.

The house has a wireless internet connection (WIFI) that the tenant can use, the following applies: It is strictly forbidden to illegally download / upload or stream from the internet! There are high fines and it

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is strictly controlled. The tenant is responsible and liable for his own internet use and if fines are imposed, these are charged to the tenant. The personal details of the tenant / offender are made available at the request of the authorities / copyright holder(s). All costs to be incurred by the lessor in connection with such an infringement will be recovered from the lessee. The WiFi code will be included with the reservation document. In the unlikely event that the code is no longer known, you can email at any time to [lacasaenelvalle@gmail.com](mailto:lacasaenelvalle@gmail.com) or a message to (+31) 6 12315925

The tenant and other users are fully liable in the relevant rental period in the rented holiday home for all damage that has occurred to the house, the inventory and all matters that belong to the rented object, unless the tenant and other users can demonstrate that the damage cannot be attributed to them. We therefore recommend that you carefully inspect the holiday home and the inventory for defects and shortcomings upon arrival. If you notice any damage or defects, you must immediately report this to us.

The costs of normal maintenance and repair of defects are for our account. If defects occur, the renter must inform us immediately and follow our instructions as much as possible. Any costs incurred by the tenant in this regard will be reimbursed by the tenant against submission of specified bills.

If you still want to submit a complaint, it must be submitted to us within 14 days after leaving the holiday home by e-mail and with reasons.

### **Parking**

Parking is possible outside the house in the parking spaces. If you still prefer to put the car on the path or in the garage, you can open the gate by pressing the 8 for 3 seconds in the garage on the Ksenia panel. The garage door can be opened by pressing the grey button by the garage door.

### **Lighting**

The lights around the house go out automatically. There is a timer on it.

Lighting above the outdoor kitchen and lighting downstairs terrace **does not go off automatically** and should be switched off **manually**.

### **Electricity, water and cleaning**

The rental price includes electricity, water and cleaning during normal use. If above average electricity, water and cleaning is used and more than average cleaning is needed, this will be deducted from the deposit.

### **Damage and complaints**

The landlord has the right to have the holiday home checked and inspected during the rental period

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If the tenant, his family members, his guest (s) or visitor (s) admitted by him do not or not properly comply with the obligations under the conditions, the rules of conduct, the instructions of the landlord or his observer or the government regulations despite any prior warning, to such an extent that, according to the standards of reasonableness and fairness of the landlord, it cannot be required that the lease is continued, the landlord or the observer designated by him has the right to terminate the agreement with immediate effect, and the tenant and denying co-tenants access to the house, without refund of rent. This emphatically includes not respecting the night's rest or causing unnecessary nuisance!

- The tenant and other users are fully liable in the relevant rental period in the rented holiday home for all damage that has occurred to the house, the inventory and all matters belonging to the rented object, unless the tenant and other users can demonstrate that the damage to cannot be imputed to them. We therefore recommend that you thoroughly inspect the holiday home and inventory on arrival for defects and shortcomings. If you notice damage or defects, please report this to us immediately.
- The costs of normal maintenance and repair of defects are at our expense. If defects occur, the tenant must notify us immediately and follow our instructions as much as possible. Any costs incurred by the tenant in this regard will be reimbursed by us to the tenant on submission of specified invoices.
- The house has a wireless internet connection (WIFI) that the tenant can use, the following applies: It is strictly forbidden to download / upload or stream illegally from the internet! This involves heavy fines and it is strictly monitored. The tenant is responsible and liable for his own internet use and if fines are imposed, these will be charged to the tenant. The personal data of the tenant / violator will be made known at the request of authorities / copyright holder (s). All costs to be incurred by the lessor in connection with such an infringement will be recovered from the tenant.
- If you still want to submit a complaint, it must be submitted to us in writing and with reasons within 14 days after leaving the holiday home.

## **Liability**

We do not accept liability for:

- Theft, loss or damage of any kind during or as a result of your stay in our holiday home.

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- The failure or inoperative of technical equipment, utilities and / or facilities of the house.
- Calamities, in whatever form, that could make your stay unpleasant.
- The tenant is jointly and severally liable for all loss and / or damage to the holiday home, the garden and its furnishings (inside and outside), and / or property of the holiday home, if this is the result of actions or negligence on the part of yourself or third parties. that are located in and around the holiday home with your permission.
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## **Cleaning**

The rental amount includes a mandatory fixed amount for final cleaning and use of towels and bed linen. If you want extra cleaning in the meantime, you can indicate this to us. For extra cleaning (for example, new bed linen or towels, extra cleaning), additional costs will be charged in consultation with you, depending on the work.

Should the basic cleaning require more due to the house not being left tidy this will be deducted directly from the deposit.

### **To sum up:**

- On the day of arrival you can in principle use the holiday home from 16:00. On the day of departure you must have left the holiday home by 10:00 am.
- The holiday home is non-smoking.
- Bringing onion animals is not allowed
- No open fire may be used outside.
- Barbecuing with the available BBQ is allowed but this must be left clean before departure of the house. If extra cleaning is needed when not leaving the bbq tidy, this will be charged with the deposit
- The use of gas, water and electricity is inclusive, but we ask you to use it sparingly.
- Bringing pets is not allowed.
- The rent includes final cleaning and bed linen. Interim cleaning is possible, additional costs will

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be charged for this. See article; cleaning.

- Subletting or reselling is expressly prohibited.
- More people staying in a holiday home than agreed on the reservation, or in excess of the maximum of 10 people applicable to the home, is expressly not permitted without our permission, unless otherwise agreed in writing. This can lead to the premature termination of the lease on our part, without refund of rent.
- Moving cabinets and beds, as well as sound or television equipment or taking any part of the indoor inventory outside with you - except of course crockery, glasses and cutlery for your meal outside - is expressly not permitted.
- Do not drink, eat or pee in the pool. Unlawful use of the swimming pool will be charged to the tenant.

**On departure you must:**

- Empty rubbish bins and dispose of waste to waste containers.
- Collect duvet covers and linen and fold up in hall by stairs upstairs (bedrooms and bathrooms upstairs) and bedrooms on the ground floor and basement folded in hall by stairs on the ground floor.
- Sweep the house and garden.
- Remove perishable food from the refrigerator and throw it away (long-lasting items can be left for the next guests)
- Please put cushions in garden furniture indoors unless otherwise indicated in case tenants come again the same day.
- Close all windows and shutters properly.
- Taps closed, all lights off.
- BBQ must be left neat and clean so that future tenants can also use it with pleasure.
- Lock the door and put the key back in the key box.
- Tagkeys (yellow and 5 others) must be deposited in the desks cupboard in the entrance hall. There are 6 tag keys in total. The cleaning lady ensures that the yellow tag key is returned to the

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key box at the gate.

- Close the gate but don't lock it
  
- Report any breakage and / or damage via [lacasaenelvalle@gmail.com](mailto:lacasaenelvalle@gmail.com) or app with 0031 6 12315925.

### **Applicability of the rental conditions**

If the rental agreement has been created (this is the case as soon as we have confirmed your booking; taking an option is not included) you agree to the rental conditions. The rental ends automatically after the agreed period has expired.

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