

General Terms and Conditions (GTC)

Status 1.07.2017

The GTC apply to the rental of the holiday houses and apartments.

Rental contract

As always in business life, renting a holiday houses does not go without legal regulation. A reservation made by the tenant and accepted by the landlord establishes a contractual relationship between the two parties, furnished rental on time hereinafter referred to as the lease. Like all contracts, the lease agreement can be terminated only with the consent of both parties. The landlord is entitled to allow minor design deviations from descriptions and pictures in the rental offer. In detail, the following rights and obligations arise from the rental agreement:

§1. The lease agreement is considered binding when the apartment is ordered by the tenant and confirmed by the landlord. The written form is binding for the confirmation. The lease agreement obligates the tenant and the landlord to comply and is concluded only between the landlord and the tenant, as well as the persons accompanying him. Unauthorized subletting of foreign overnight guests is not allowed and will be charged accordingly. The Landlord rents to the tenant the accommodation specified in the attached binding booking confirmation for the period and number of persons specified in the confirmation. The rented accommodation is fully equipped and furnished.

§2. The Landlor provides the tenant with the apartment in perfect conditions in accordance with legal regulations or customary market practice.

§3. The complete rental price is specifically itemized in the attached binding booking confirmation. Payment obligation exists in the amount of a deposit of 10% of the total price within 7 days to the account named by the landlord in the booking confirmation. Only upon reception of this deposit on the named account, the rental is considered binding. The remaining payment is due at the latest on the arrival day of the agreed rental period and is to be paid in advance. The full agreed rental price can also be transferred in advance. In case of non-utilization of the contractual services, the tenant is obliged to pay the agreed or standard price. Until the accommodation is otherwise rented, the tenant must pay the accorded amount for the duration of the contract.

§4. Cancellation of the rental ...agreement, but only if the accommodation can not be rented elsewhere:

- 20% of the total amount in case of cancellation up to 3 months before the beginning of the rental period.
- 50% of the total amount in case of cancellation up to 1 month before the beginning of the rental period.
- 90% of the total amount in case of cancellation less than 30 days before the beginning of the rental period.

If the apartment can be successfully rented to someone else for the cancelled period, we will refund the entire payment already made of, minus a handling fee of 30 Euros.

If the tenant arrives later or departs earlier than agreed, he is obliged to pay the landlord the agreed rent for the days he does not use the reserved apartment. Cancellation or termination can only be made in writing via our website or e-mail address. You can find the contact details on our website.

§ 5. On the day of arrival, the ordered apartment is available to the tenant from 3 pm. On the day of moving out, the tenant must leave the apartment by 12 noon to give the landlord the opportunity to prepare it again for the following tenant. Changes are of course possible after consultation.

§ 6. If damage happens in the apartments caused by the tenant, the tenant's liability insurance usually covers it; the tenant is liable for all persons accompanying him.

If there is no liability insurance, the tenant is personally responsible for the damage incurred.

A deposit may be required in advance to cover the costs of expected damages.

The prior consent of the landlord is required to bring pets. The tenant is liable for all damages caused by the pet.

Please note that we also have allergy sufferers among our guests and therefore smoking is not allowed inside the rooms. Smoking is allowed only on balconies and terraces.

§7. Internet. Internet use is permitted if it does not violate legal regulations. Criminal acts (especially illegal downloads, page views) will be reported and prosecuted. The guest alone is liable for any illegal use of the Internet. The guest is informed that the WiFi or LAN connection only allows access to the Internet, virus protection and firewall are not available. The use of the internet is at your own risk and at the risk of the guest/guests.

§8. We expressly point out that the landlord could enter the apartments for the purpose of important work even during your absence after consultation with you. This also applies to persons commissioned by us.

§9. Data protection. Upon arrival at the finca your personal data will be properly stored. According to the Spanish Law 15/1999, of December 13, for the protection of personal data, decided by Royal Decree 1720 of December 21, 2007, you have the right of access, rectification, cancellation and opposition at the company's headquarters at Calle Amapola 16, Las Candas, 38312 in La Orotava.

§10. The place of jurisdiction shall be the place of operation, i.e. the place where the apartment is located and where the performance under the lease agreement is to be rendered.

§11. Salvatorius clause: should one or more provisions of these GTC become invalid, this will not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose pursued by the invalid provision.

La Orotava, 1. Juli 2017