

Finca Las Toscas S.L.  
Calle Amapola 16, 38312 La Orotava, Tenerife

## **General Terms and Conditions (GTC)**

**Effective March 15, 2023**

These terms and conditions apply to the rental of holiday houses and apartments.

### **Rental Agreement**

As is usual in business, renting a holiday house requires legal regulation. A reservation made by the tenant and accepted by the landlord establishes a contractual relationship between the two parties, hereinafter referred to as a rental agreement for furnished temporary rentals. Like all contracts, the rental agreement can only be terminated with the consent of both parties. The landlord is entitled to allow minor deviations in design from descriptions and images in the rental offer. The rental agreement specifies the following rights and obligations:

**§1.** The rental agreement is binding if the tenant has booked the apartment and the landlord has confirmed it. The written form is binding for confirmation. The rental agreement obliges the tenant and the landlord to comply with it and is only concluded between the landlord and the tenant and the persons accompanying him/her. Unauthorized subletting of accommodation to other overnight guests is not permitted and will be charged for. The landlord rents to the tenant the accommodation described in the binding booking confirmation for the period and number of persons stated in the confirmation. The rental property is fully furnished.

**§2.** The landlord provides the holiday house or holiday apartment in perfect conditions in accordance with legal regulations or customary practices.

**§3.** Payment obligation exists in the amount of a deposit of 10% within 7 days to the account named by the landlord in the booking confirmation. The rental is considered binding only upon receipt of this deposit on the mentioned account. The final payment is due at the latest on the arrival day of the agreed rental period and must be paid in advance.

For long-term rentals, a deposit of one month's rent plus a security deposit is required. The security deposit will be refunded at the end of your stay if no damage is found to the holiday house or apartment.

The full agreed rental price can also be transferred in advance. The transfer should be made at the latest one week before the start of the journey. If the holiday house or apartment are not used, the agreed or customary price must be paid. Until the accommodation is otherwise rented out, the tenant must pay the calculated amount for the duration of the contract.

**§4. Cancellation** of the rental agreement.

- If cancelled up to 3 months before the start of the rental period 20% ...
- If cancelled up to 1 month before the start of the rental period 50% ...
- If cancelled less than 30 days before the start of the rental period 90% ...

... of the total price, but only if the accommodation cannot be rented out otherwise. If the apartment can be successfully re-rented for the canceled period, we will refund the entire payment already made, minus a processing fee of Euro 30,-. If the tenant arrives later or departs earlier than agreed, he/she is obliged to pay the full agreed rental price for the days he/she does not use the reserved apartment. Cancellation or termination can only be made in writing through our website or email address. Contact details can be found on our website.

**§5.** On the day of arrival, the tenant will have access to the booked holiday house or apartment from 15:00. On the day of departure, the tenant must leave the apartment by 12:00 (noon) to allow the landlord to prepare it for the next tenant. Changes are, of course, possible after consultation.

**§6.** If damage is caused to the apartment by the tenant, the tenant's liability insurance will usually cover it; the tenant is liable for any damage caused by accompanying persons. If there is no liability insurance, the tenant is personally responsible for the damage. A deposit may be required in advance to cover the costs of expected damage. Prior approval from the landlord is required for the bringing of pets. The tenant is liable for all damage caused by the pet. Please note that we also have allergy sufferers among our guests and therefore smoking inside the rooms is not allowed. Smoking is only permitted on balconies and terraces.

**§7.** The use of the internet is permitted as long as no legal provisions are violated. The guest is solely liable for any unlawful use of the internet. Please note that our wireless internet only provides access to the internet. There are no virus protection or firewall systems available. Therefore, the use of internet is at the guest's own risk.

**§8.** We expressly point out that the landlord may also enter the holiday house or apartment for important maintenance work during your absence after consultation with you. This also applies to persons commissioned by us.

**§9.** Data protection. When you arrive at the Finca Las Toscas, your personal data will be collected and stored in accordance with legal provisions. In accordance with Spanish Law 15/1999 of December 13, which was passed by Royal Decree 1720 of December 21, 2007, on the protection of personal data, you have the right to access, rectify, delete, and object to your data. You can exercise your right by contacting us at the headquarters of our company at Calle Amapola 16, 38312 in La Orotava, Tenerife, Spain.

**§10.** The place of business, i.e. the location where the holiday house and apartments are located and where the performance under the rental agreement is to be provided, shall be the place of jurisdiction.

**§11.** Severability clause: If one or more provisions of these terms and conditions are invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by an effective provision that comes closest to the economic purpose pursued with the invalid provision.

La Orotava, March 15, 2023.