



GENERAL RENTAL CONDITIONS

JANUARY 1, 2025

How nice that you booked a holiday through us! We hope that you will enjoy your time in Spain.

To avoid unpleasant surprises, it is essential to make good arrangements before signing the reservation form.

You can find these agreements in our general terms and conditions.

Our tip: take the time to read the terms and conditions carefully so that everything is clear to you.

Rental conditions drawn up by Viana Services., located at Calle Azores 18, 03189, Orihuela Costa municipality, Spain (version January 2025). These general rental conditions have been provided to the tenant by the landlord at the time of booking via the reservation of the property on our website.

Art. 1 Offer, acceptance and exclusion of liability

1.1 The offer of the lessor as described on websites, brochures or otherwise , is without obligation and can be revoked by the lessor if necessary. Revocation must take place as soon as possible, but no later than 1 week after acceptance.

1.2 Before concluding the agreement and accepting it, the tenant will provide the landlord with the necessary information, including full names, residential address and telephone number(s) concerning himself and any other tenant(s).

1.3 The person who enters into the agreement on behalf of or for the benefit of another person is jointly and severally liable for all obligations arising from this agreement.

1.4 The landlord cannot be held responsible for any disruption, change or prevention of the tenant's stay if this is the result of unforeseen or insurmountable events beyond his control or nuisance caused by residents in or around the property.

1.5 The landlord cannot be held responsible for inconveniences caused by the work of third parties, such as the municipality, province, contractors, etc. Nor can the landlord be held responsible for interruptions to water, electricity and internet.

1.6 The lessor disclaims any responsibility for loss, theft or damage to luggage, personal belongings or vehicle, as well as for costs resulting from not reaching the property on time due to delay. Or other causes

Art. 2 Reservations, conclusion of agreement and price:

2.1 Reservation is made after confirmation by email or WhatsApp and approved in the email or WhatsApp sent by the landlord to the tenant with the reservation form, in which the landlord also provides information about the payment conditions, the deposit and the full description of the rented movable or immovable property.

2.2 The reservation becomes effective at the moment that the lessor has received the agreed deposit.

2.3 All prices are stated in euros and are indicated per week or other period and exclusive of VAT.

2.4 Costs of additional facilities, such as green fees , meals, drinks, etc. are never included.

2.5 How does a reservation work? You reserve a holiday home and before we finalize the booking we first contact the homeowner. We give you one of the following answers:



- A. The request is approved. Your request will be converted directly into a definite booking. However, please note that if you want to cancel your holiday afterwards, cancellation costs will be charged.
- B. The request is not approved. If the homeowner does not approve the request, we will contact you by email or WhatsApp. In consultation, we will look for a suitable accommodation that meets your wishes.

The email or whatsapp that the tenant receives contains the additional costs that the tenant must pay in cash upon arrival, for the final cleaning, use of the linen and any airport service. Or any other agreed costs

Art. 3 Payment of rent and keys

- 3.1 The deposit (30%) must be received by the landlord no later than the date stated on the reservation form. The remainder of the rental sum must be received by the landlord no later than the date stated in the email or whatsapp (6 weeks before the start of the rental period).
- 3.2 If the reservation is made less than 6 weeks before the start of the rental period, payment of the full rental price must be made immediately after confirmation of the reservation.
- 3.3 After receiving the final payment of the rental price, we ask you to provide us with your travel details. Unless otherwise agreed .
- 3.4 Late payment will be considered as a cancellation of the agreement by the tenant and consequently the conditions of article 4 of these conditions will apply. The landlord will then also have the right to offer his home for rent to third parties again.
- 3.5 The keys to the rented property are made available to the tenant by the landlord on loan. The keys remain the property of the landlord.

In the event of loss of keys, the costs of replacing the relevant locks and keys will be charged to the tenant and these costs will be deducted from the refund of the security deposit, without prejudice to the landlord's right to recover the full costs of replacement from the tenant.

Art. 4 Cancellation by the tenant

4.1 Cancellation must be reported to the landlord in writing as soon as possible.

4.2 In the event of cancellation, the tenant will owe the following to the landlord:

- In case of cancellation up to the 42nd day before the start of the rental period: 90% of the payment made when reserving the property.
- In case of cancellation between the 42nd and the first day of the rental period or later: 100% of the total rental price of the stay.

4.3 The cancellation costs due will be offset by the landlord as much as possible against payments already made by the tenant.

Should this not be sufficient to cover the total cancellation costs, payment of the remainder must be made within 10 days of confirmation of the cancellation by the tenant to the landlord.

4.4 If the tenant does not use the rented property or leaves it before the end of the rental period, no refund will be made.

Art. 5 Amendment and termination by the landlord

5.1 The lessor has the right to amend the agreement on one or more material points due to important circumstances.

5.2. By weighty circumstances are meant circumstances which are of such a nature that further commitment of the lessor to the agreement cannot reasonably be expected of him. If the cause of the change can be attributed to the tenant, the resulting damage will be borne by the tenant. If the lessor saves money as a result of the change, the tenant is entitled to his share of the amount of that saving.

5.3 The lessor may also amend the agreement on a non-essential point due to important circumstances that are communicated to the tenant without delay. In that case, the tenant may only reject the amendment if the amendment is detrimental to him of more than minor significance.

5.4 If due to unforeseen circumstances the landlord has to cancel the reservation, the tenant will be notified immediately and the payments will be refunded.

5.5 Independently traveling young people under 25 are not allowed to rent a home from us. If honesty about age has not been observed upon registration, the rental agreement can be terminated immediately without refund of the rental sum and the additional costs paid.

Art 6 Changes by the tenant

6.1 After drawing up the final booking confirmation, you can submit changes up to 28 days before the start of the rental agreement (insofar as the desired changes are still possible). For each change, € 25.00 change costs will be charged plus any additional costs resulting from the change. A change to your reservation is considered a cancellation. Excluding rental costs

6.2 If it is possible and you want to extend the rental period during or before your booked stay, this will not be considered a separate booking, but an extension of the original booking and no deposit will be charged again, but € 25.00 in amendment costs. This of course only applies to the home for which you have already booked a



stay. Excluding Rental costs

Art. 7 Obligations of the tenant

- 7.1 The tenant is obliged to comply with all instructions from the landlord to promote the correct execution of the lease and is liable for damage caused by his fault, to be assessed according to general standards of good tenancy .
- 7.2 The tenant who causes such nuisance and/or inconvenience that the correct execution of the lease is seriously hampered or made impossible, may be excluded from (continuation of) the lease by the landlord, if the landlord cannot reasonably be expected to comply with the agreement. All costs arising from this shall be borne by the tenant, if and to the extent that the consequences of the nuisance or inconvenience can be attributed to him. If and to the extent that the cause of the exclusion cannot be attributed to the tenant, he shall be granted a refund of the rent or part thereof.
- 7.3 It is not permitted to sublet the property in whole or in part to third parties or to allow it to be used permanently by a third party.
- 7.4 It is not permitted to store chemicals, petrol or other petroleum derivatives, fireworks or other hazardous substances in or near the home.
- 7.5 You must prevent nuisance and/or inconvenience to local residents.
- 7.6 It is not permitted to grow cannabis in or near the home, or to perform other activities that are punishable under the Opium Act. In the event of violation of this provision, we will demand termination of the rental agreement and hold you liable for any damages.



7.7 If there is damage to the home or to the movable property, this must be reported as soon as possible. If this is not done, all consequential damage will be for the account of the tenant.

7.8 Tenants must adhere to the house rules that apply to the home they rent and/or the community where they stay.

Art. 8 Information provision

8.1 All information, from the internet or elsewhere, about the rented property, the layout, the furniture or other facilities is provided in good faith. If there is a change in this between the time of reservation and the start of the rental period, the lessor will inform the tenant about this as much as possible, but cannot be held responsible for this.

Art. 9 Arrival and departure

9.1 Arrival at the rented property normally takes place after 16:00 unless otherwise agreed. On the day of departure, you must have left no later than 10:00, unless otherwise agreed.

Art. 10 Maximum number of residents

10.1 No more people may stay in the rented property than stated on the website.

10.2 If additional persons reside in the rented property without the landlord's knowledge, the landlord will have an immediately due and payable claim against the tenant amounting to 25% of the rental amount per additional person, which claim will be deducted from the security deposit.

Art. 11 Pets, smoking and BBQ use

11.1 Pets are not allowed in the house, unless permission has been obtained from the landlord in advance. In that case, the tenant must ensure that the rented property, including the terrace and garden, is not soiled and that the excrement is cleaned up. Pets are not allowed in the swimming pool. Pets are also not allowed on the couch and beds.

11.2 Smoking is not allowed in the house.

11.3 The use of a BBQ or making an open fire in and around the house is not permitted, unless otherwise stated.

Art. 12 Security deposit

12.1 The deposit will be refunded to the tenant's account number within 2 weeks after leaving the rented property, possibly minus the costs for the repair of subsequently discovered damage (which was not reported to the landlord during the rental period) to the rented property or other matters mentioned in these conditions such as the excess consumption of electricity. The amount of damage that is withheld is determined by the owner of the property. Upon request, the tenant can request photos of the damage and an explanation of the amount of damage.

Art. 13 Cleaning

13.1 Upon departure, the tenant must leave the rented property clean, tidy and neat, including emptying waste bins, flushing toilets and cleaning dishes. If the manager, upon inspection, finds that insufficient attention has been paid to this and needs to carry out additional work to get the rented property and any inventory back in order, the costs thereof will be charged to the tenant.

Art. 14 Liability and force majeure

14.1 The person who books the holiday accommodation is personally liable (also for all others he/she registers). In the case of minor travellers, it must be demonstrated that parents or guardians have given permission.

14.2 The lessor is obliged to perform the agreement in accordance with the stated conditions that the tenant may reasonably expect on the basis of the agreement.

14.3 If the lease does not proceed in accordance with the stated conditions, the tenants are obliged to report this to the landlord as soon as possible (either via WhatsApp, by e-mail or in writing) and at such a time that the landlord is able to remedy the shortcoming as soon as possible. If the lease does not proceed in accordance with the stated conditions, the landlord is obliged to compensate for any damage, unless the shortcoming in compliance cannot be attributed to him (force majeure).

Force majeure means abnormal and unforeseeable circumstances beyond the control of the party invoking it. Despite all precautions taken, the consequences of these circumstances could not be prevented.

The landlord is not responsible and cannot be held liable for the non-functioning and/or inability to use general facilities within a complex.

If the lessor is liable for the damage suffered by the tenant, his liability will be limited in accordance with the applicable international treaties. He also accepts no liability for damage for which a claim for compensation exists under a travel and/or cancellation insurance.

If the landlord is liable to the tenant for loss of enjoyment of the rental property, the compensation will amount to a percentage of the rental amount to be determined in all reasonableness and fairness.



14.4 You must report damage to us immediately. If you do not take measures or do not report damage, imminent damage or defects to us immediately, you are liable for the damage to the home. In that case, you are also liable for damage to the property of others.

14.5 The lessor is not liable for any damage you suffer as a result of storm, frost, lightning, flooding, rising or falling groundwater levels, natural disasters, nuclear reactions, civil unrest and other calamities.

Art. 15 Interest and extrajudicial costs

15.1 The tenant who has not fulfilled the financial obligation to the landlord in a timely manner will be in default by operation of law after 5 days on which the obligation should have been fulfilled, without further notice or demand, and will owe arrears interest of 1% on the amount still owed for each month or part thereof that he remains in default, until the day of full payment.

15.2 Furthermore, the tenant is obliged to pay extrajudicial collection costs equal to 15% of the amount claimed, with a minimum of € 100, at the time that the landlord hands the claim over to a legal service provider for collection.

Art. 16 Additional costs

16.1 The reservation costs are included in the total rental price

16.2 The additional costs for airport service, electricity and washing of bed linen/towels per person are subject to economic circumstances. These prices apply as stated in the property advertisement on our website at the time of the actual stay.



16.3 If, upon departure, more bed linen or towels have been used than the number stated in the reservation, we will deduct this from the deposit.

16.4 With each advertisement you can find how much electricity is included per week. The excess consumption will be settled with the deposit.

Art. 17 Baby along

17.1 A baby bed can be reserved when booking.

Art. 18 Wi-Fi and Dutch/Flemish TV channels

18.1 Not all holiday homes have Wi-Fi and NL/Flemish television channels. If you want this, you must check this yourself in the description of the relevant home. We cannot accept any liability with regard to the channels to be received and/or the functioning of the internet.

Art. 19 Complaints and disputes

19.1 Any deficiency or defect that deviates from the agreement must be reported to the landlord as soon as possible, but in any case within 48 hours after taking the holiday home into use, so that the landlord has the opportunity to find a suitable solution.

19.2 If the shortcoming or defect is not resolved within a reasonable period and detracts from the quality of the rental, it must be reported to the landlord again. If the shortcoming is still not resolved satisfactorily and gives rise to a justified complaint, the tenant must report this complaint to the landlord in writing and with reasons as soon as possible.

19.3 If the complaint is granted, the landlord will offer the tenant financial compensation to be determined in all fairness and reasonableness.

Art. 20 Notification obligation of landlord



20.1 All private owners of a Spanish property are required by the Spanish government to report the tenant's stay. For this they need a number of personal details of all tenants. Namely: copy of ID/passport etc. Upon arrival at the property you will be asked to hand over valid identity documents of all persons over 18 years of age. They will make a copy of these documents for the authorities.

Failure to provide this information in a timely manner will result in cancellation of the reservation on behalf of the tenant. Article 4 will then come into effect.

Providing a non-existent or incorrect bank account number is entirely at the tenant's risk. If they have not received a bank account number, the deposit cannot be returned. Viana Services is not responsible for registering tenants, this is always the duty of the owner of the rented property

Art. 21 Spanish law

This Agreement shall be governed exclusively by Spanish law.

The parties further agree that all disputes arising from this agreement will be submitted exclusively to the competent court in the district of Murcia.

WE ADVISE YOU TO TAKE OUT TRAVEL AND CANCELLATION INSURANCE!

We advise the landlord to take out good home insurance with 3rd^{party} liability insurance for renting out the property in question .