# Terms of Lease holiday apartment Casa Mijas - Cala de Mijas - Andalusia - Spain

These conditions exist for the protection of the rights and duties of the tenant and the landlord. Therefore, it is recommended that all parties are aware of the contents of these terms in advance. This avoids disappointments to all parties involved.

#### Purchase order and payment

Every purchase order is confirmed by means of a lease. The deposit consists of 50% of the total amount. The remaining amount should be paid at the latest eight weeks prior to the start of the rental period. When booking within eight weeks prior to the start of the rental period, full payment of the total amount is required. Please mention the rental period on payment. Your receipt of payment of the bank (bank statement) forms your lease together with the booking confirmation. In case of none-timely payment, we have the right to cancel the booking. Amounts already paid will not be reimbursed; without prejudice to the cancellation.

### Insurance

You are responsible for taking out cancellation insurance as well as travel insurance. Check the coverage of your travel insurance in case of damage and whether the insurance covers pandemics.

# Cancellation by tenant

In case of cancellation by the tenant, you should notify us in writing or by phone. The following amounts shall be due:

A In case of cancellation up to 60 days prior to the day of arrival: 50% of the total amount;

B In case of cancellation from the 60th day through the 29th day prior to the day of arrival: 75% of the total amount;

C In case of cancellation from the 29th day through the day of arrival: 100% of the total amount.

No matter what the situation, we try to put our guests first. That is why, in case of cancellation, we will always see if we can pass on your booking to someone else. If we manage to do so, we will always return the rental rate for this new booking to you. In the event of any dispute between the tenant and the landlord, Dutch law will prevail.

# Cancellation by landlord

If circumstances compel us to cancel the booking, we will immediately reimburse any amount paid.

#### Liability

During your stay in our holiday accommodation, you, as a tenant, are fully responsible for the property, the interior everything that belongs to the holiday accommodation. We are to be fully compensated for damage caused by you and / or your fellow travelers. We have the right to hold the tenant liable even after the rental period has passed, if damage caused has not, or not sufficiently been paid. All related costs shall be borne by the tenant referred to in the lease. The deposit is € 250.

### **General provisions**

You can occupy the rented holiday accommodation on the first day of your stay from 4 PM. On the last day of your stay, departure has to take place prior to 10 AM. Arrivals are possible on all weekdays.

It is not allowed, to stay with more persons than is mentioned in the contract. House rules available at the property are inextricably part of the lease and should therefore be complied with. Please be quiet outside after 11 PM.

Our accommodation is non-smoking. The landlord is not liable for momentary loss of operation of the existing WiFi connection and the swimming pool. The use of the apartment and swimming pool is at your own risk.

De Zilk, 16.10.2022

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Rental Terms EN V1 (this document replaces previous documents)