

## **Regulations | | Terms and conditions BHVK Leisure España SLU as of 01 May 2019**

1. **APPLICATION:** These terms and conditions are applicable to all bookings and agreements with respect to all accommodations let by BHVK Leisure España SLU. In this, the term “tenant” is explained and seen as the person closing an agreement regarding the rent/use of the accommodation concerned. In this, the term “user” is explained and seen as the person renting the concerned accommodation together with possible other people using the rented accommodation and/or other facilities as specified and rented by the tenant. The terms and conditions of BHVK Leisure España SLU are applicable regardless of any references to other terms and conditions. BHVK Leisure España SLU declines all other terms and conditions you may refer to or use. Deviant conditions or agreements are solely valid if they have been agreed upon in writing or in case of written consent.
2. **APPLICABLE LAW:** The agreement closed between you, the tenant, and BHVK Leisure España SLU is exclusively governed by Spanish law.
3. **ONLINE RESERVATIONS:** Reservations can only be made and occur by people aged 25 or older. Reservations made by people under the age of 25, at the moment of booking, are not valid. People aged 25 or older are not allowed to make reservations for people under the age of 25. BHVK Leisure España SLU reserves the right to refuse bookings at all times and without giving reasons. After completing the (advanced) payment for an online reservation, you will directly receive a confirmation of your reservation on the e-mail address you specified in “My OltaRent. You can always find this confirmation by going to “My OltaRent”. Whenever you make an online reservation, you always need to agree with the terms and conditions of BHVK Leisure España SLU first. Without agreeing to the terms and conditions, it is not possible to make or complete an online reservation. In case you do not receive a confirmation of your reservation on the correct e-mail address or you cannot login to “My OltaRent”, please contact BHVK Leisure España SLU. The agreement regarding the rent of accommodations and/or other facilities for recreational use, bearing in mind the often limited duration of this agreement.
4. **TRAVEL DOCUMENTS:** You are responsible for having valid travel documents required for your travel destination at all times. BHVK Leisure España SLU does not hold itself accountable for the consequences of not having the right travel documents.
5. **PAYMENTS:** When making an online reservation, an advanced payment of +/- 30% of the total rental sum multiplied with possible booking costs is required. Payments need to be completed directly, by means of one of the online payment options. The residual amount of the rental sum needs to be completed and received by BHVK Leisure España SLU 56 days before the day of arrival at the latest. For bookings made less than 56 days before the day of arrival, the total rental sum needs to be completed at once. When not completing the payments of the invoiced amounts in time, you are in default from the moment the set payment term has been expired. In this case, BHVK Leisure España SLU will offer you the possibility to complete the residual amount within 7 days by means of a written notification. If the payment is also not completed after this set period, BHVK Leisure España SLU reserves the right to dissolve (cancel) the agreement as of the day that the set term of 7 days has been expired. In this case, you are held accountable for all damage BHVK Leisure España SLU suffers or will suffer from as a result, including all costs regarding your booking and the

dissolution of the agreement BHVK Leisure must make. BHVK Leisure España SLU reserves the right to at least charge a cancellation fee. In this case, the conditions set in Article 12 are applicable. BHVK Leisure España SLU always reserves the right to set off receivables from you for any reason whatsoever with completed payments under any heading whatsoever.

6. **PRICES:** You owe BHVK Leisure España SLU the agreed rental price, as specified both in the confirmation of your reservation and in the invoice of your booking. In case costs on the side of BHVK Leisure España SLU (think of personnel, energy costs and taxed) have risen demonstrably and adventitiously after closure of the agreement, BHVK Leisure España SLU reserves the right to increase its prices and charge you the increased price. In case this price increase will be implemented within three months after closing the agreement, this price increase will count for a maximum of 5% of the earlier agreed rental price and you will reserve the rights to dissolve (cancel) the agreement on these grounds. All prices, if applicable, are displayed inclusive taxes and/or surcharges unless otherwise specified.
7. **EXTRA COSTS:** Next to the rental price, administration and service costs and the tourist taxes including contribution and other charges are raised and charged for the tenants account.
8. **DEPOSIT:** BHVK Leisure España SLU requires a deposit for all accommodations. The amount of the deposit is specified on your booking confirmation. The deposit, or the remainder of this, will be refunded on your bank- or giro account within two weeks after your departure, providing that the accommodation is left behind properly, the invoice is paid and in compliance with Article 9. Possible claims for compensation do not set off by this restitution. Bear in mind that we can only refund the deposit when you have provided us with your IBAN-number in "My OltaRent". It is your own responsibility to provide us with your IBAN number in "My OltaRent". You can provide us with your IBAN number until 12 months after your departure. After these 12 months, you cannot reserve any rights to a restitution of the deposit.
9. **ARRIVAL AND DEPARTURE:** The rented accommodation is available from 3 p.m. on (in the months July and August this is 4 pm), on the agreed date of arrival as set in the booking confirmation. On the day of departure, the accommodation must be vacated before 9.30 am as specified in the booking confirmation. If the rent of the accommodation is terminated before the agreed date of arrival, as specified in the booking confirmation, the tenant is not entitled to a restitution of (or a part of) the rental price and/or costs unless you meet the cancellation terms of your cancellation insurance. If you do not comply with the regulations as specified in the welcome pack when departing, additional costs will be set off with the deposit.
10. **PETS (DOMESTIC ANIMALS):** It differs per accommodation whether it is allowed to bring pets along. Make sure you are well informed about your accommodations and whether pets are allowed here. Your pet needs to be free of/treated against fleas and ticks. BHVK Leisure España SLU charges an extra fee for bringing pets to an accommodation. In case the tenant and/or other users want(s) to bring along dogs during the holiday, this needs to be reported during the completion of the reservation directly. Dogs cannot cause any disturbance. Visitors are not allowed to bring any dogs. It is absolutely prohibited to walk your dog in the garden of the rented house. Whenever dog excrement is being

observed in the garden, BHVK Leisure is authorised to hold back your deposit.

11. **SMOKING:** Smoking is not allowed in all of BHVK Leisure España SLU s accommodations. If you do not comply with this smoking ban, BHVK Leisure España SLU reserves the right to end the agreement with immediate effect and to not refund the deposit.
12. **CANCELLATION COSTS:** Once a reservation is being cancelled, cancellation costs are owed. When cancelling your reservation up to 28 days before the day of arrival, this amount concerns 30% of the total costs plus the reservation costs. When cancelling your reservation 28 days or less than 28 days before the day of arrival, this amount concerns the total cost sum. When cancelling a reservation, the paid deposit is being returned within 14 days. In case you cancel your reservation within 3 days (72 hours) after the rental agreement was made, no costs will be charged. A condition in the latter situation is, that the day of arrival is not taking place within 28 days.
13. **CHANGE OF THE AGREEMENT:** Whenever you want to make changes in the agreement after it has been closed, the following conditions are applicable: The rental agreement can be changed into a different period in the same year and the same house until 28 days before the arrival date. In this case, no costs will be charged for the changes made. The rental agreement can be changed into a different period in the same year but in a different house until 28 days before the arrival date. In this case, the costs for the changes made count €50,- . The agreement cannot be changed within 28 days of the arrival date, unless it concerns a prolongation of the agreement. Ordering extra options for your reservation is only possible until 3 nights before the arrival date. The chosen extra options can also be changed without being charged until 3 nights before the arrival date.
14. **FORCE MAJEURE AND AMENDMENTS:** In case BHVK Leisure España SLU is (temporarily) not able to live up to the agreement set by both parties due to force majeure, you will be proposed an amendment with an optional replacing accommodation within 14 days after being informed about the impossibility to live up to the initial agreement. Force majeure on the side of BHVK Leisure España SLU exists whenever it is (temporarily) impossible to live up to the initial agreement fully or partly due to unforeseen or undesired circumstances or reasons out of BHVK Leisure España SLU's control. This includes fire, flood or other malfunctions or occasions. You are entitled to decline the amendment proposal. In case you decline the proposal made, you need to communicate this within 14 days after receiving the proposal. In that case, BHVK Leisure España SLU reserves the right to dissolve the agreement with immediate effect. In case of dissolving the agreement, you are entitled to remission and/or restitution of the (already completed part of the) rental sum. BHVK Leisure España SLU will not be obliged to refund a certain amount of damage.
15. **RIGHT OF SUBSTITUTION:** The tenant and other users of the accommodation and/or facilities are not allowed to let other people who are not registered or specified in the agreement use the accommodation under any denomination and for any reason whatsoever, unless otherwise specified or agreed upon by BHVK Leisure España SLU. In case you and BHVK Leisure España SLU agree upon users being substituted, you will always remain responsible for the payment of the owed amount of the rental sum, alteration costs and possible additional costs as a result of the substitution and possible cancellation costs, apart from the

substituted users that are agreed upon.

16. **TERMINATION:** In case personal data of the tenant and/or other users are provided incompletely or incorrectly when making a booking, BHVK Leisure España SLU reserves the right to terminate the agreement with immediate effect at all times. In such a case, restitution of the rental sum or a part of this does not occur.
17. **BREAKAGE, DAMAGE, LOSS:** The tenant, specified on the booking confirmation, is responsible (without altering or detracting the responsibility and liability of other users and guests) for a normal and orderly state of affairs in- and around the rented accommodation and/or campsite, as far as such is being influenced by the tenant and his/her company and/or other users. Besides, the tenant is always responsible and liable (without altering or detracting the responsibility and liability of other users and guests), for damage caused by breakage, loss and/or defects to the inventory and/or accommodation. The tenant is obliged to immediately report possible damage to BHVK Leisure España SLU and to compensate costs as a result of this immediately unless the tenant can demonstrate that the damage is not caused by the tenant itself and/or other users part of the company.
18. **1. LIABILITY:** BHVK Leisure España SLU cannot be held liable for theft, loss or damage done to objects, affairs or people of any kind occurring during or as a consequence of the stay in one of the accommodations and/or other facilities of BHVK Leisure España SLU, unless it is proven to be the result of intent or gross fault on the part of BHVK Leisure España SLU or (one of) its employees. Neither does BHVK Leisure España SLU ensure that your stay in one of the accommodations complies with the expectations you had. Liability for damage, consisting of a lack of enjoyment of the journey and/or other consequential damages, is excluded under all circumstances. Moreover, BHVK Leisure España SLU cannot be held liable for damage that entitles a remuneration on the account of travel- and/or cancellation insurances or any other insurance. BHVK Leisure España SLU cannot be held accountable for malfunctions in the services or shortcomings of third parties involved. The tenant and/or users are severally held liable for all loss and/or damage to the rented accommodation and/or other properties of BHVK Leisure España SLU that arose or occurred during the rental period of the tenant and/or other users, despite of the fact whether the loss or damage was caused by the tenant, other users or third parties using or accessing the accommodation. BHVK Leisure España SLU is indemnified for all claims regarding damage caused by third parties that are the (partial) consequence of any act or neglect on your and/or other users, company and third parties' side while using and/or accessing the accommodation. In case of incorrect use of or an incorrect way of leaving behind the accommodation, including excessive pollution or contamination, extra costs will be charged on your account which need to be paid immediately.  
**2. INTERNET USE:** Depending on the accommodation, BHVK Leisure España SLU offers the tenant and/or other users access to the internet through a WiFi network or cable connection. The tenant is responsible for the correct use of the internet, as well as for the necessary hard- and software, configuration, peripheral equipment and connections for the support of the equipment and measures for the security of the computer or operating system. BHVK Leisure España SLU cannot be held accountable for damage as a consequence of the use of internet or network malfunctions. When using the internet, the tenant and/or other users need to behave in a way that can be expected from a responsible and careful internet user and respect the law. Behavior including hindering other internet users or

damaging BHVK Leisure España SLU in the broadest sense of the word, is excluded in all circumstances. The tenant indemnifies BHVK Leisure for all claims made by third parties that concern compensation for damage that the third parties might try to indemnify on the account of BHVK Leisure España SLU, as far as this claim is justified on the internet use of the tenant and/or other users. When the internet in the rented accommodation is not (sufficiently) functioning through the Wifi network or cable connection, the tenant has no right at compensation.

3. SWIMMING POOL/PLAYGROUND: Whenever a pool or playground is present at the rented accommodation, the tenant is obliged to use these in a responsible and safe manner and to always follow the operating instructions as provided by the home owner or BHVK Leisure España SLU. The tenant is obliged to solely let children (without sufficient swimming skills) use the pool under the supervision of an adult. BHVK Leisure España SLU is indemnified for all claims regarding damage caused by third parties that are the (partial) consequence of any act or neglect on your and/or other users, company and third parties' side while using and/or being in or around the swimming pool and/or playground. In case of incorrect use of material damage to a swimming pool or playground, including excessive pollution or contamination, extra costs will be charged on your account which need to be paid immediately.

19. REGULATIONS: All guests are obliged to follow the regulations and conditions set for the concerned accommodation as set by BHVK Leisure España SLU. For the check-in, it is required to bring and show valid proof of identity. Every accommodation can solely be occupied by the amount of people as specified for the concerned accommodation in the brochure. It is not allowed to place any tents, caravans or camper vans next to the accommodation without permission of BHVK Leisure España SLU.
20. WEBSITE BHVK LEISURE España SLU/OltaRent: The website of BHVK Leisure España SLU is built with care to ensure the validity and correctness of all data that is provided. BHVK Leisure España SLU values provision of information that is up to date and confidential. Yet, BHVK Leisure España SLU cannot be held liable for possible deficiencies, inaccuracies and/or changes made at a later time. Printing-, typesetting- and/ or typing errors do not bind BHVK Leisure España SLU. Any and all prices presented shall be with the reservation of price changes. The website of BHVK Leisure may contain links referring to websites of third parties. BHVK Leisure España SLU is not responsible for the content provided on- or the use of these websites, including possible consequences related to your visit of one of the websites you were referred or redirected to.
21. COMPLAINTS: Naturally, BHVK Leisure España SLU makes its best effort to make your stay as pleasant as possible. Whenever you notice any type of deficiency to your accommodation, please report this immediately so that the problem can be solved. Always make sure that problems and/or remarks arising during your stay are reported immediately. It is not possible to make any claims for compensation or declaration after your check-out. Complaints and/or given advice can only be submitted by written notification. These can be noted on the evaluation form that was provided during the checkin. Complaints revealed after 14 days of the departure date, are not taken in hand by BHVK Leisure España SLU any longer.

22. GENERALITIES: Printing- and typesetting errors do not bind BHVK Leisure España SLU. These terms and conditions replace all publications and versions drawn up and published before. All (personal) data that is provided around your stay, is included in a datafile. This datafile is used to set up a clear guest administration. The data is naturally not disclosed or passed on to third parties, unless governed and/or obligated by the government or law.