

Rental conditions Casa Vista Mar, 11140 Conil de la Frontera, C/Viento del Sur 10

From 9. April 2024

Landlord:

Christian Zimmermann
Hauptstr. 76
64665 Alsbach-Hähnlein
Germany
casaconilmar@web.de

1 Conclusion of the contract

After booking in writing, we will immediately send you a booking confirmation by e-mail. The rental contract is concluded upon receipt of payment of the deposit or the full rental price.

The deposit of 25% of the rental price must be credited to the landlord's account within 4 working days, otherwise the reservation will be cancelled.

The balance of the rental price plus a deposit of €250 must be paid at least 5 weeks before arrival. For bookings made 5 weeks or more before arrival, the full amount is due for payment immediately.

If the full amount has not been paid by 5 weeks before the start of the holiday, the landlord reserves the right to cancel the booking and retain the deposit of 25%.

2 Services

The landlord undertakes to hand over the offered rental property in a clean and proper condition and with the furnishings as described on the Internet. Changes to the furnishings are possible, as individual pieces of furniture are replaced from time to time. If the rental property is no longer available, e.g. due to technical defects or force majeure, we will refund the entire invoice amount received. No further claims for compensation can be made.

3 Services included in the rental price

- Taxes and fees
- Utilities such as water, electricity and rubbish
- One set of bed linen, 2 towels (one normal and one shower towel) per person and towels for the bath downstairs and the kitchen.
- WLAN/Internet use

Special regulations apply for charging electric cars, bicycles and scooters (this must be communicated before arrival in order to determine the electricity consumption subject to payment)

4 Additional services

- Intermediate cleaning (60 €) or change of linen (20 €)

5 Arrival and departure, stay

Arrival is possible from 4:00 pm, departure should be by 10:00 am. Earlier arrivals or later departures require a separate agreement.

All doors and windows must be closed, especially on departure, but also when leaving the property during your stay. On departure, the property must be left swept clean (dishes washed, swept, rubbish completely disposed of). Parts of the deposit may be retained for cleaning work that goes far beyond the normal level.

Defects

Any defects must be reported to the landlord immediately and the tenant undertakes to do everything reasonable to help rectify them. Compensation payments will only be considered if it is not possible to rectify the defects within a reasonable period of time and if they affect the holiday stay. Complaints that are only reported to the landlord after departure cannot be considered for any compensation payments that may be claimed.

The tenant undertakes to treat the property with care and is liable for any damage caused, even if this exceeds the deposit paid. Damage must be reported to the landlord immediately.

Smoking

Smoking is not permitted in the house. In case of non-compliance, a cleaning fee of 250 euros will be charged for more intensive cleaning.

Miscellaneous

Typical local disturbances such as short-term power and water failures, ants (and other animals) are no reason for complaints. SAT TV systems may not work in strong winds or rain, as the signal is then not received correctly.

Your property is not insured in the holiday homes. Please check with your household contents insurance whether your luggage etc. is insured abroad or take out luggage insurance if necessary.

We accept no responsibility for accidents of any kind during your stay in the holiday home. This applies in particular to the roof terrace. Children must never be left unattended on the roof terrace.

6 Payments

Please transfer the deposit, the balance and the security deposit to the landlord's bank account specified in the rental agreement.

7 Deposit

A deposit of € 250 must be paid by bank transfer before the start of the rental period. This will be refunded immediately after the keys have been handed over on the day of departure.

8 Withdrawal from the contract by the customer, cancellation

The tenant may withdraw from the contract before moving in. In the event of cancellation, compensation for loss of rent is payable and is calculated according to the following rules:

Travellers who cancel at least...

- 120 days prior to arrival will receive 100% compensation.
- 60 days prior to arrival, receive 75%.
- Cancellation 30 days prior to arrival: 50%.
- 14 days prior to arrival: 25% of the rental price will be refunded

... of the rental price. Otherwise you will not receive a refund.

The tenant reserves the right to prove that the landlord has saved higher expenses or that he was able to rent the rental property elsewhere at the same price. For reasons of proof, the cancellation must be made in writing or text form.

If the tenant does not utilise the contractual services, in particular due to late arrival and/or early departure due to illness or for other personal reasons, or does not utilise them in full, there is no entitlement to a pro rata refund.

9 Cancellation of the contract by the landlord

The landlord (or his vicarious agents on site) has the right to terminate the contract without notice and without reimbursement of the rental price if the tenant behaves contrary to the contract despite a warning. This includes

- extreme noise nuisance
- Bringing pets that are not registered
- occupancy of the property by more people than stated in the booking confirmation
- grossly negligent damage to the property or inventory

10 WLAN and Internet - Terms of use

The house has a fibre optic connection and the landlord allows the tenant to share use of the WLAN access to the Internet for the duration of their stay in the holiday property. The tenant does not have the right to authorise third parties to use the WLAN. The landlord does not guarantee the actual availability, suitability or reliability of the Internet access for any purpose. The landlord is entitled at any time to restrict or exclude the tenant's access in whole, in part or temporarily if the connection is or has been misused, insofar as the landlord must fear a claim and cannot prevent this with normal and reasonable effort within a reasonable period of time.

Access data

Tenant does not have the right to authorise third parties to use the WLAN. The landlord does not guarantee the actual availability, suitability or reliability of the Internet access for any purpose. The landlord is entitled at any time to restrict or exclude the tenant's access in whole, in part or temporarily if the connection is or has been misused, insofar as the landlord must fear a claim and cannot prevent this with customary and reasonable effort within a reasonable period of time.

Access is secured by means of access protection. The access data (login and password) may not be passed on to third parties under any circumstances. If the tenant wishes to grant third parties access to the Internet via the WLAN, this is subject to the prior written consent of the landlord and the acceptance of the provisions of this user agreement by the third party, documented by signature and full identification. The tenant undertakes to keep his access data secret. The lessor has the right to change access codes at any time.

Dangers of WLAN use, limitation of liability

The tenant is advised that the WLAN only enables access to the Internet, virus protection and firewall are not available. The landlord expressly points out that there is a risk that malware (e.g. viruses, Trojans, worms, etc.) can get onto the end device when using the WLAN. Use of the WLAN is at the tenant's own risk and peril. The landlord accepts no liability for damage to the tenant's digital media caused by the use of Internet access, unless the damage was caused intentionally or through gross negligence on the part of the landlord and/or his vicarious agents.

Responsibility and indemnification from claims

The tenant is responsible for the data transmitted via the WLAN, the chargeable services used and the legal transactions carried out. If the tenant visits chargeable websites or enters into liabilities, the resulting costs are to be borne by the tenant. The tenant is obliged to comply with the applicable law when using the WLAN and in particular

- not to use the WLAN to retrieve or distribute immoral or illegal content
- not to illegally reproduce, distribute or make available any goods protected by copyright
- observe the applicable youth protection regulations
- not to send or distribute any harassing, defamatory or threatening content
- not to use the WLAN to send mass messages (spam) and/or other forms of unauthorised advertising

The tenant indemnifies the landlord of the holiday property against all damages and claims of third parties that are based on illegal use of the WLAN by the tenant and/or on a breach of this agreement; this also extends to costs and expenses associated with the claim or defence against it. If the tenant recognises or must recognise that such an infringement of the law and/or such an infringement exists or is imminent, he shall inform the landlord of the holiday property of this fact.

11 Miscellaneous

Amendments to the contract require the consent of the landlord in writing or text form. This also applies to changes to the form clause.

12 Contact

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