

# Terms and Service Conditions

## 1. Organisation

Hispania Short Rentals, S.L. (Ruralidays.com) is a company specialised in the online reservation of holiday rentals, and it is constituted following the Spanish Law.

As a duly authorised reservation centre, Ruralidays.com has rigorous insurance cover as required by the EU law.

Corporate name: Hispania Short Rentals, S.L.  
Trade name: Ruralidays.com  
VAT Identification Number: ESB93567170  
Address: calle Molina Lario, 13, 2º A, 29015 Málaga  
Telephone: (+34) 951 409 873  
Email: info@ruralidays.com

## 2. Reservation and rent contract

Reservations have to be made through the Ruralidays website, [www.ruralidays.co.uk](http://www.ruralidays.co.uk).

The rent contract is defined as the temporary transfer of the furnished and equipped rental in its whole or as a part, for its immediate use. The rent contract between the owner of the rental and the tenant will come into force at the exact moment Ruralidays.com confirms the reservation with the tenant. The confirmation will be made only via e-mail, when the customer pays the requested down payment, and, by no means, before. The validity of the rental is determined by the rental occupancy indicated in the reservation. A booking request cannot be considered a firm reservation.

The tenant must be at least 18 years old at the moment the reservation of the holiday rental is made. In case the tenants are a young group, the tenant must be at least 21 years old the day the reservation is made. In some cases, groups of people younger than 30 years old may not be allowed in the holiday rental. This information can be found in the Conditions of the house.

The tenant is provided with a 14-day window to check that the information displayed on the rent contract is correct. Once the 14 days have passed since the date the reservation is confirmed, no reclamation will be accepted.

The owner, or the responsible person for the rental, and the tenant are provided with the same information in the booking confirmation, about the stay in the reserved rental.

The following data appear as “confirmed” in the booking confirmation: the ID reference of the booked rental, the check-in and check-out dates, the number of guests, the total price of the stay, which includes the down payment and the remaining amount, the information of the owner or the responsible person for the rental, and the information of the tenant that made the booking. It’s indispensable to print the

booking confirmation for the check-in day with the norms and conditions of the lessor. Each rental is provided with a meeting point, which you will be informed of for the check-in day and the keys handover.

Once the booking confirmation has been received, all the extra and pending payments to be made in the rental are confirmed. Some owners collect the remaining amount only in cash upon arrival. You have to learn about the method of payment for the remaining amount that has been authorised by the lessor.

### 3. Cancellation insurance



If the tenant adds a cancellation policy to the booking (coverage provided by Europe Assistant), they can ask for the refund of the down payment up to €5,000, in case the booking is cancelled.

For the insurance to come into effect and for the customer to receive the refund of the down payment, it's indispensable to justify the reasons of the cancellation to Europe Assistant, which include, for example, death, illness, or serious injuries. Check all the special conditions regarding the cancellation insurance when you are making the booking.

The cancellation insurance is only valid for residents in Spain, France, Belgium, Germany, and The Netherlands. The insurance can be voided during the 14-day window after the solicitation, with no fee. After 14 days have passed, the payment of the cancellation insurance is not refundable anymore.

### 4. Prices

The prices published are valid until December 31<sup>st</sup>, 2019. The tariff to be applied results from the search after the date and number of people have been specified. Because the prices displayed on our website are competitive, they may change depending on the number of people.

The tenant is provided with all the information and the description of the rental on our website, and accept the terms and conditions of the rental, as well as the prices of the house, thus including the extra and included costs.

In the majority of times, our prices include the normal consumption of electricity, water and gas, bed linen, bathing clothes, and cleaning service before arrival. Direct taxes are always included.

However, both Ruralidays.com and the owners foster a responsible consumption. Therefore, in some rentals, electricity consumption is limited, always covering the basic needs and normal use, according to the number of guests. In case this limitation is exceeded, the owner or lessor can charge the tenant the extra consumption.

To guarantee a responsible use of the electricity or the air-con during the stay, some owners have provided their rentals with a meter box, displaying kilowatts (kWh).

Upon arrival, the owner or lessor will show the tenant the meter box displaying the initial consumption of kWh, and he will indicate which is the maximum for responsible consumption. If the tenant exceeds this limit, the owner has the right to charge the difference on departure, according to the price of the kWh (between €0.20 and €0.40 per extra kWh).

Generally, this rule allows the owners and tenants to be responsible for the environment, with the purpose of consuming more responsibly and eliminate unnecessary expenses.

Some properties may not include wood, Internet, final cleaning service, baby cot, heated pool and air-con may in the price.

For more information, check the fact sheet of each property.

## **5. Special offer conditions**

All those who want to use a promo code will have to meet the requirements associated with the code. These include the value of the code and the minimum booking required for the discount to be applied, the expiry date of the promo code, the period when the booking can be made (thus also referring to the excluded dates), and the availability of the promo code, among others. Offers cannot be combined with any others. Ruralidays.com may not apply the discount in case the customer already has a confirmed reservation and asks for the discount to be applied a posteriori.

## **6. Method of payment**

The booking is to be considered confirmed once the payment of the advance of the estate's total price has been made (15% to 50% of the total price, depending on the case). You can choose among various methods of payment: credit card, debit card, PayPal, iDeal, Sofort, Giropay, Chèques-Vacances, Bancontact or bank transfer.

If you want to pay with bank transfer, you need to indicate your name and number of reservation in the transference "concept". The booking will be confirmed once the proof of payment is sent to [reservation@ruraliday.com](mailto:reservation@ruraliday.com), and once the owner has confirmed the reservation.

## **7. Rights and obligations of the tenant**

The tenant must use the holiday rental and its equipment in a reasonable way. Norms and conditions given by the owner and Ruralidays.com must be observed, which are communicated upon making the reservation.

On departure, the rental must be left cleaned and arranged.

Ruralidays.com has the right to end the contract beforehand without refund if the tenant doesn't observe the conditions of the rental and the obligations stated in the contract. Besides, the contract can be ended beforehand if the tenant doesn't behave mannerly. This include, for example, if the initial number of guests is not observed, the rental and equipment are used with other purposes, a party or event is carried out in the rental without previous agreement with the owner and Ruralidays.com, or any disturbance is made to the neighbours (e.g. for an excess of noise).

Any modification after the booking confirmation (such as disability of one of the guests, moving with a caravan, presence of pets, and so on, without previous notification) must be reported to the lessor and Ruralidays.com by the tenant, at least 14 days before arrival.

## **8. Important information about the rentals**

## ➤ *Number of people occupying the property*

When booking, the tenant must declare the exact number of people who will occupy the property, without omitting children or babies, of any age they might be. Attention is drawn to the fact that the property can legally prevent the access to those who have not been declared, or else, dislodge them. The customer can not complain about this decision.

Some properties reserve the right to open the bedrooms depending on the number of the people declared in the booking. This happens to offer a better price to smaller groups.

Upon arrival, all the guests older than 16 years old must hand in a photocopy of their ID card or passports. Sometimes, the owner can ask for the documents before the arrival, per email, to speed up the paperwork.

## ➤ *People with reduced mobility*

Generally, the rentals in Andalusia are not adapted to European law to welcome people with reduced mobility. If this was the case of any of the guests, you must check beforehand with the team of Ruralidays.com, to receive suggestions about holiday rentals that have an easier way of access and are best adapted, which means having at least one bedroom and bathroom on the ground floor, an adapted shower, barrier-free outdoors without steps, and so on.

## ➤ *Baby cot and Highchair*

Some properties are provided with baby cots and highchairs. Remember to request them while making the booking.

## ➤ *Admission of pets*

When you are making the booking, it is compulsory to inform if you are travelling with pets.

In the fact sheet of every estate, you will find stated whether that accommodation admits pets or not. It is forbidden to bring pets to the properties that mention "Pets not allowed". In the case in which it is mentioned "Pets allowed upon request", you will need to check it previously with Ruralidays.com.

Some properties charge the pet owner an additional fee for extra cleaning service or an extra deposit.

## ➤ *Visits of family and friends*

If family or friends want to go to the rental for a visit, you must check with the owner beforehand. By no means they are allowed to spend the night in the property.

## ➤ *Events*

No events or parties can take place in the rental without prior notice. The owner is in their rights to deny the celebration of all kinds of events, or charge a fee for it.

## ➤ *Check-in and Check-out hour*

You will find the check-in and check-out hour of the property displayed in the Booking Confirmation.

As a general rule, check-in will be from 4 pm to 9 pm. If you arrive between 9 pm and 12 am, you may be charged an extra fee of €50 to €100, depending on the house. Please, check beforehand. Some properties don't allow check-ins after 12 am.

As a general rule, check-out will always be before 12 pm. Look over the booking confirmation to confirm when the check-out will take place.

## ➤ *Opening of the Swimming Pool*

Pools will be made available from May 1<sup>st</sup> to September 30<sup>th</sup>. Anyhow, check the pool availability both for this period and for the rest of the year.

## ➤ *Use of the Swimming Pool*

For safety reasons, the tenant must follow all the instructions made by the owner or Ruralidays.com regarding the use of the swimming pool. The tenant is responsible for the correct use of the swimming pool, being aware of the risks. Children must not be allowed near the swimming pool without the supervision of an adult.

## ➤ *Maintenance of the Swimming Pool*

The property must plan pool maintenance work every week. On arrival, the owner will communicate the day in which the maintenance will be carried out. The owner or the responsible person for the property is who will carry out this maintenance. For safety reasons, the tenant is not allowed to carry out the pool maintenance during the stay.

## ➤ *Wi-Fi / Internet*

Many properties are provided with Wi-Fi and Internet fast enough to send and receive emails and surf the Web. Since lots of properties are situated in a rural environment, the data rate may be not powerful enough to use apps such as Skype, watch TV via the internet or download large files. Internet and Wi-Fi are supplied by external providers. Therefore, neither Ruraliday.com nor the owner is responsible for any complaint that can be made about the power and/or speed of the internet.

## ➤ *Parking*

To set up a camping tent or to park a caravan in the property is prohibited without previous communication or agreement with the owner. The owner has the rights not to accept the vehicle.

## ➤ *Distances*

Reported distances are based on Google Maps. Ruralidays.com is under no circumstance responsible for the distances displayed following the Google technology.

## ➤ *Location and Access to the rentals*

To book a holiday home in Andalusia and move around freely and autonomously with no inconvenience during your stay, it's necessary to own a vehicle, which can also be rented.

Andalusia's orography is mainly mountainous. This characteristic provides more privacy to the properties, alongside with peculiar views and authentic spots. Always check on Google Maps where the properties are located.

Generally, the holiday homes are not adapted to welcome big vehicles, such as caravans and trailers, given the predominant mountainous access.

Some properties may have a no-paved, 500-to-1000 meter access to the house. This is due to the protected area where most of the accommodations are located. Anyhow, you can reach every property with a regular vehicle. If you are planning to travel with very low or sports cars, ask for the conditions of the access before your departure.

## ➤ *Deposit of damages*

Once you get to the property, you will need to give the owner a deposit. The amount of the deposit depends on the property. The deposit will be entirely returned at the end of the stay, once the owner has checked that everything is in excellent condition. The owner will return the deposit either in cash on check-out day, or via bank transfer, credit/debit card or PayPal after a few days.

The owner has the rights to add an extra deposit of €200 for the groups of people between 21 and 30 years old. In case of damages, the owner can charge the total amount of the deposit or a part, according to the damage provoked.

## **9. Cancellations**

The cancellation policy of every property can be checked in the property sheet, in the “Information” section. The cancellations must be confirmed with a written document and will be valid once Ruralidays.com has received them.

A booking will be considered as cancelled when a “no show” happens, which means that the tenant doesn’t show up at the rental on the day of arrival, or that they willingly leave the property without providing the owner nor Ruralidays.com with a justifiable reason. In this case, the total amount of the down payment or the total amount that has been previously paid, will by no means be refunded.

## **10. Early departure**

In case the tenant willingly leaves the property before the end of the stay, the owner will not refund the amount that is already been paid. Only in exceptional cases, such as serious damages that are not fixable or replaceable during the stay, part of the amount will be refunded.

## **11. Complaints**

Irregularities or deficiencies that the customer might find in the property have to be communicated as soon as possible, either to Ruralidays.com or the owner, after the rent has come into place, or once the damage has been found, always during the stay.

The tenant has a 24-hour window to make a complaint to the owner, in case of incidents. If it is not solved during this time, the tenant has to inform Ruralidays.com within 48 hours.

In case of complaints, the tenant is obligated to give Ruralidays.com a reasonable period to offset or sort out any damages. Ruralidays.com will process any irregularity or deficiency in the shortest time. Ruralidays.com reserves the right to change the property if it sees it convenient, as long as the causes of direct claim are verified as authentic.

Any claim that is presented after leaving the property, or within 24 hours before departure, won’t be taken into consideration due to the lack of further fundamental criteria, thanks to which the complaint might be handled.

If the tenant leaves the holiday rental before the end of the contract without previous agreement with Ruralidays.com, the risks of the earlier departure are entirely upon the tenant. In this case, the tenant, by no means, can make any complaints regarding damages or any incident in the rental.

However, the tenant will be held responsible for the damages caused in the rental or on the equipment, which may have been made by the tenant themselves or any of the other occupants. The owner remains in his right to end the contract beforehand for this reason.

## 12. Force Majeure

In the cases in which the owner has to cancel a booking by force majeure, Ruralidays.com reserves the right to substitute the booked property with an alternative of the same characteristics. If the customer does not accept the offered alternative, Ruralidays.com will refund the customer the amount of money that is already been paid.

## 13. Responsibility

Ruralidays.com is not responsible for the factors that are external to the sole holiday rental, which include insect bites, presence of other people's animals, circumstantial changes in the environment (public or private works during close periods, other people's noises, etc.), thus including climatic conditions such as fires, shortage of water, temporary power cutoff, roads in adverse conditions, etc.

## 14. Data protection

Ruralidays.com processes the personal data that are requested at the moment of the booking for the sole commercial purpose, and in its legal case, with Hispania Short Rentals S.L.

Hispania Short Rentals S.L., with VAT identification number ESB93567170, registers the personal data according to the Spanish Law and in observance of the regulations 2016/679, of the European Parliament and Council, of April 27<sup>th</sup>, 2016.

Hispania Short Rentals S.L. will inform the assembly of the Personal Data Protection about the processing of personal data subjected to this legislation, and informs the users of its services that all the information provided will be treated according to the observance of the functions in its competence and solicited service.

Hispania Short Rentals S.L. informs the users of its services that they can exercise their rights to access, rectification, elimination, opposition, data portability, treatment limitations and right to be forgotten in the terms established by the current legislation. The users can send a letter to the office of Ruralidays.com, located in calle Molina Lario, 13, 2<sup>a</sup>A, 29015, Malaga, or send their request via email to [info@ruralidays.com](mailto:info@ruralidays.com)

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