

Rental conditions

IMPORTANT: Keys pick up at Bennecke head office from 9:00 to 18:00 except weekends and public holidays. Outside the office hours the keys will be picked up at the safe boxes located outside the office.

BENNECKE: C/CALA DORADA 1, URB. ROCÍO DEL MAR. TORREVIEJA CP: 03185 - ALICANTE

GPS COORDINATES: LATITUD: 37.948081 | LONGITUD: -0.713836

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1. DEFINITIONS.

Bennecke: “Bennecke” means BENNECKE INTERCONTINENTAL S.L. The company's corporate purpose includes real estate brokerage and it is registered in the Trade Register of Alicante in Volume 3193, Book 0, Folio 34, Section 8 – Sheet A106989. Its company tax identification number (CIF) is B54243399.

Rental: Touristic and/or holiday rental.

Property: The property rented for touristic and holiday purposes.

Booking: A reservation of a holiday rental made by telephone, online through www.benneckerent.com or directly at Bennecke's office.

Booking confirmation: Automatic confirmation when a booking is made.

Booking acceptance: Written confirmation sent by Bennecke within three working days of receipt of payment for the booking.

Tenant: The person(s) making the holiday booking, who is/are entitled to the use of the property for the agreed period.

Price: The final amount to be paid by the Tenant, including rent, additional services and commissions charged thereupon.

2. SCOPE AND EXCLUSIONS.

These terms and conditions (which may be amended from time to time) apply only to holiday rentals purchased by telephone, online or at Bennecke's office.

These terms and conditions are applicable to the extent that they do not contradict or breach existing legislation, in which case the relevant laws shall prevail. Should any provision be declared invalid by a decision of the court, any remaining provisions shall remain valid to the extent that they can continue to operate in the absence of the invalid clause.

Bennecke is liable only for the prices or offers published on its website: www.benneckerent.com . Bennecke is not liable for any errors contained in price lists or offers on any third party websites where its services may be published.

The Tenant agrees that assignment or subletting of the rented accommodation is expressly forbidden.

The Tenant expressly waives any rights over the property provided by law for this or any other type of rental agreement.

3. CONFIRMATION AND ACCEPTANCE OF BOOKINGS AND DOCUMENTATION.

To confirm the booking, Tenants must complete the booking form, send Bennecke copies of the passports of all those staying at the property and provide as much information as possible about their travel plans. This enables the planning of check-in and check-out times and any additional services they wish to take advantage of.

The tenant expressly confirms the email address provided in the booking form for the purposes of the notifications provided for in this agreement and in current legislation. Any changes of email address should be reported to Bennecke as soon as possible.

Following confirmation of the booking, Bennecke will hold the reservation for three business days while awaiting receipt of payment. If payment is not received during this period, the reservation will expire and Bennecke will not guarantee the ongoing availability of the property. If Bennecke receives payment after this period and the property booked is no longer available, the Tenant may either choose another property, provided that Bennecke has one available, or request that the amount be refunded. If, under the first option, there is a difference in price between the first and second properties, this difference will be charged or refunded as applicable.

Bennecke will accept confirmed bookings within three business days of receipt of payment. Notification of this acceptance will be emailed to the address provided by the Tenant. If the booking is not accepted, Bennecke will refund the amounts received from the Tenant within seven business days.

Acceptance of the booking entitles only those included in the booking to enjoyment of the rented property for the agreed period, and prohibits all others. Once the booking has been accepted, the number of people entitled to use of the property may not vary except with the express, written permission of Bennecke. Any variation will change the price, depending on the new number of occupants.

Once the booking has been confirmed the Tenant will receive an e-mail with information for obligatory online check-in for all occupants over 16 years old of the rented property. For those who have not completed the check-in, access to the property will be denied.

According to Ordinance 1922/2003 of July 3 on registration of travellers in tourist accommodations, anyone over 16 years old must be registered in person and sign the registration form while identified with a valid ID card or passport. This registration will be carried out at the moment of check-in and keys collection. In case of key collection outside of office hours in safety deposit boxes, the Tenants must visit the Bennecke office in person within a maximum period of 72 hours located at C / Cala Dorada, Urb. Rocio del Mar from 9:00 a.m. to 6:00 p.m. from Monday to Friday to formalise the said registration.

Failure to submit this information in person to Bennecke will lead to a retention of the amount of the security deposit as a result of possible administrative, civil or criminal liabilities that could be caused to the company, as well as to make the facts known to the local Police authorities.

4. PRICES, DAMAGE DEPOSITS, FEES, TAXES AND CHARGES.

Prices per night are published on Bennecke's website. Bennecke and the owner of the property reserve the right to amend these prices in accordance with changes to taxation or exchange rates. Any amendments will be notified by email to the address provided in the form. The tenant will have 15 days in which to accept the change in price and pay the difference or to opt for cancellation of the booking and a refund of the amounts already paid. If Bennecke does not receive an answer in the period provided, the Tenant will be deemed to have accepted the price amendment and will be obliged to pay the difference prior to the commencement of the rental.

A damage deposit is required for all contracted rentals. The Tenant must pay the damage deposit upon arrival at the property. The damage deposit will be retained on the tenants credit card. For check-in during office hours the damage deposit will be retained at the office on the credit card, for check-in outside the office hours, the tenants will be asked to provide the credit card details for the retention in order to have access to the property and keys available for pick-up in the safety deposit box. Cash is not accepted for the damage deposit payments.

The damage deposit will be returned once Bennecke has verified that the Tenant has complied with all payment and property maintenance obligations. Independently of the conditions that the card's owner's bank applies, Bennecke will retain the deposit for 30 days and will be renewed for another 30 days if the rental period is over 30 days period. Once the rental has ended and the tenant exited the property, Bennecke will make a revision and if the property has no damages, the deposit will be returned by the same means once the 30 days have transpired as the period established by the bank.

The damage deposit amount will be:

- One bedroom properties = €300.00
- Two bedroom properties = €400.00
- Properties with three bedrooms or more = €500.00

When the damage caused to the property by the tenant or third parties at his dependence is greater than the deposit retained, the tenant authorises Bennecke to charge these extra damages on the credit card whose information was provided for the purposes of the obligations arising from this agreement. The same will apply with respect to damages if any, and unpaid utilities, when these exceed the amount of the deposit.

5. HOURS OF ACCESS AND LATE ARRIVAL/DEPARTURE.

There are no additional charges for rentals that commence and conclude within Bennecke office hours (Monday to Friday, 9 am to 6 pm, except public holidays). Outside of the above hours the keys will be pick up by the tenant from key security boxes. Bennecke does not offer a reception service for the commencement of a rental outside the office hours. Outside office hours and during weekends all enquiries regarding keys and check-ins will be attended between 9.00 and 22.00 hours on the following number: +34 965 714 362. No customer service is available outside these hours.

Unless agreed otherwise, the Tenant must attend Bennecke's offices to make all the necessary arrangements to access the property.

The property will be available from 4 pm on the day the Rental commences. If the Tenant requires access to the property prior to 4 pm, Bennecke must be informed as soon as possible. Bennecke must approve all such requests in writing.

The Tenant must vacate the property prior to 10am on the day the rental concludes. If the Tenant wishes to vacate the property after 10am, Bennecke must be informed as soon as possible. Bennecke must approve all such requests in writing and the Tenant will be charged €30.00 for each full hour after 10.30 am on the day of departure. The same amount will be charged for those Tennants that enter the property before 4pm as per booking conditions.

Where arrival is delayed for any reason, Bennecke must be informed of the revised arrival time as soon as possible. Bennecke is not obliged to wait for the Tenant when it has not been informed of any delays. A €20.00 per each hour charge shall also apply for delayed arrivals outside of the office in case a personal assistance of an agent is required.

6. CHANGES TO BOOKINGS.

Any changes (prior or subsequent to the booking) or exceptions to these conditions must be agreed to in writing between Bennecke and the Tenant.

As with any other change, changes to the date of the rental must be agreed to between Bennecke and the Tenant. Furthermore, a fixed charge of €15.00 applies for administration costs.

7. STANDARDS OF CONDUCT.

Tenants must comply at all times with the laws and rules of the Association of Owners. In the event of a breach of this requirement, the Tenants must vacate the property immediately, without prejudice to any compensation they may owe Bennecke, the property owner or third parties as a result of their conduct.

Pets are not permitted on the property without the owner's express consent. The unauthorised presence of animals on the property is grounds for cancellation of the agreement.

Smoking is only permitted on terraces, balconies and outdoor areas of the property.

8. CONDITION OF THE PROPERTY.

Bennecke is required to maintain the property in good condition and will respond during office hours to any issues that may arise in relation to the property and its condition.

Bennecke is not responsible for the activities that the third parties / companies carry out outside of the accommodation, e.g.: common areas or nearby areas.

The Tenant is required to report any damage to the property upon arrival. Any damage reported subsequently may be attributed to the Tenant.

If, upon access, the Tenant finds a major problem with the property, the parties agree that the search for a solution shall be subject by the following rules:

1. The problem will first be examined to ascertain whether it can be resolved within 24 hours.
2. Where resolution is not possible within the aforementioned period, Bennecke shall allocate the Tenant another property similar in nature, if one is available within 24 hours of it being known that the problem cannot be resolved.
3. If there are no properties available, Bennecke will refund the Tenant double the amounts prepaid for the service.

The following issues will be considered urgent:

- Basic supplies (water, electricity, gas)

- Acceso to the property
- Any incidents that prevent the property from being habitable.

The rest of the matters will be attended to during standard office hours of Bennecke. These may be:

- Internet, television, any electrical appliances including air conditioning.
- Furniture and any inventory
- Any other issue that do not affect the property to be habitable.

The Tenant must advise Bennecke of any incidents that occur after the property has been accessed via customer service internet portal help.bennecke.com. Any incidents notified through any other channels will not be treated or accepted. So long as any such incidents are not the result of wilful or negligent conduct on the part of the Tenant, Bennecke agrees to resolve them as quickly as possible or, where applicable, to provide an alternative property where available. The Tenant waives the right to compensation for breach of contract if he/she vacates the property without first giving Bennecke the option to resolve the issue.

In the event of any incident in the property during the duration of the rental, Bennecke will send a technician to make the necessary repairs as soon as possible. If the tenant is not in the property when the technician visits, Bennecke will be entitled to facilitate the entry by using the key to the property in their possession. The technician will leave a notification in the property about the visit and the resolution of the notified incident.

Bennecke will provide one set of bed linen for each 14 day stay including a set of bath towels per traveller. If the Tenant requires an additional set of bed linen or towels, it may be provided at a cost of 10€ per set for a 2 bedroom property, 15€ per set for a 3 bedroom property and 20€ per set for 4 or more bedrooms property.

Each property offers complimentary beach towels. For any lost or damaged towels a fee of 15€ will be deducted from the safety deposit provided at check-in.

9. TERMS OF PAYMENT.

Bookings made 28 days or more in advance: the Tenant must pay 25% of the price when Bennecke accepts the booking and the remaining 75% at least 28 days prior to commencement of the rental.

Bookings made less than 28 days in advance: the Tenant must pay the full amount when Bennecke accepts the booking.

Bookings can be paid for in two ways:

- Debit/credit card payment via virtual POS.
- Payment via bank transfer. When payment is made using this method, the period set forth in the third clause will commence when the transfer is

received (normally within 72 hours of the booking) or upon receipt of a document from the Tenant showing proof of the transfer. Until Bennecke has accepted the booking it reserves the right to cancel it. International transfer costs shall be borne by the Tenant.

10. CANCELLATIONS.

If the Tenant cancels the booking, Bennecke has the right to charge the justified fee.

With an exception of force majeure which must be demonstrated by the tenant Bennecke may retain the following to cover damages and losses:

- 10% of the price if the booking is cancelled 30 days or more prior to arrival date.
- 50% of the price if the booking is cancelled more than 7 days and less than 30 days prior to arrival date.
- 100% of the price if the booking is cancelled less than 7 days prior to arrival date.

The amount resulting from the application of the above percentages will be retained from the prepayments made in advance. Management fees may also be retained in case of sufficient balance.

In case Bennecke is not able to confirm the reservation the customer will be able to choose from:

- To choose another property of similar or better characteristics
- Compensation of an amount equal to twice the prepayments made up to that date.

11. ADDITIONAL SERVICES.

All additional services offered on Bennecke's website must be paid for along with the booking. The Tenant must send Bennecke any necessary, relevant information in good time so that Bennecke can plan the services purchased and check their availability.

12. DATA PROTECTION.

In compliance with Organic Law 15/1999 of 13 of December on the Protection of Personal Data and **REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 of April 2016**, we hereby unequivocally and clearly inform the client and the client authorises BENNECKE INTERCONTINENTAL S.L. to collect and process, in an automated manner in a file for which it is responsible, the data collected in this contract.

The data collected will form part of a file called CLIENTS AND/OR SUPPLIERS which will be the property of BENNECKE INTERCONTINENTAL S.L. with Tax Identification Code B54243399. The only purpose of this file is to carry out the proper management of the service requested from BENNECKE INTERCONTINENTAL S.L.

The body responsible for the file is BENNECKE INTERCONTINENTAL S.L. before whom any interested person should exercise their rights of access, rectification, removal, portability, restriction or objection to the processing of their data, or to withdraw their consent or to bring any claims against the Control Body. Such actions may be exercised by sending a request by email to cont@bennecke.com or by postal mail to C/ CALA DORADA 1, URB ROCIO DEL MAR 03185 TORREVIEJA, ALICANTE (SPAIN), including the reference "Data Protection". Whereof, BENNECKE INTERCONTINENTAL S.L is obliged:

- To maintain utmost confidentiality in relation to all the information that it receives or to which it has access on part of the client in entering into this contract.
- To guard against and prevent access to the data and information belonging to the client by third parties unrelated to this contract. Also to avoid any alteration, loss, processing or unauthorised access to the data. This obligation shall remain in place indefinitely even after the end of this contract.
- To ensure an appropriate level of security.