

Conditions

1. General

These standard contract terms are an integral part of the agreement between you (also referred to below as 'the Contract Partner') and ourselves, the Supplier, namely YupiHome S.L. (also referred to below as 'YupiHome').

2. Reservation and conclusion of contract

2.1 By making a verbal, written (incl. eMail) or electronic (incl. Internet) reservation you are entering into a contract with YupiHome. From that moment the rights and obligations arising from the contract (confirmation of reservation), as well as the present contract terms, will be effective for you and for YupiHome. You will receive a confirmation of your reservation from your booking agent without delay. In the case of electronic bookings YupiHome confirms receipt of the booking electronically.

2.2 If the reservation confirmation differs from the description in the brochure, by paying a deposit you are acknowledging that the contract has been concluded on the basis of the reservation confirmation.

2.3 If no deposit is paid within 5 days from receipt of the reservation, or any recognised confirmation of payment sent, YupiHome may dispose of the reserved property as it sees fit.

2.4 If you have any special requests the booking agent can only accept them on a non-binding basis. You have no legal right for such request to be fulfilled unless it has been confirmed in writing by YupiHome

3. Services/prices

3.1.1 Unless otherwise stated, the published prices are applicable until a new catalogue is issued or until the website is updated. Subject to paragraph 3.5 ('Price changes') the prices valid at the time of booking are applicable.

3.1.2 Listed together with the service description are the prices of laundry, utilities, local taxes and final cleaning that are not included in the rental price and are payable locally per person and/or according to consumption. Additional services requested by the customer (e.g. additional cleaning, firewood, bed linen, etc.) are not included in the rental price and are payable on the spot.

3.1.3 The minimum rental period is normally 7 days, and arrival and departure days are possible any day of the week (high season). Exceptions are possible, subject to written confirmation from the booking agent.

3.2 The infrastructure services (transport facilities, shops, restaurants, sports amenities, public beaches and their amenities) shown in the brochure, on the travel confirmation and in the documentation are not a part of our obligations and duties. These facilities are independently responsible for deciding on their opening hours, etc. The same applies to public and private utility services (such as water and electricity). Likewise, details of climatic conditions do not constitute any sort of warranty. Duties to warn, inform and duties of care that may be relevant to us are not affected.

3.3 Payments: The total rental for the booked rental property is payable before the travel date, as follows: 30 % of the total rental for the reserved rental property is payable as a deposit within 5 days from the booking date. The balance remaining must be paid to YupiHome by not later than 42 days before the start of the rental period. In the case of short-notice reservations of less than 53 days before the start of the rental period the total rental is payable immediately at the time of booking and must be paid to YupiHome. If the balance amount is not paid on time, or the total rental in the case of short-notice bookings, YupiHome may refuse to provide services. Payments have to be made by bank transfer or credit card (VISA or MASTERCARD).

3.4 Cancellation costs: If you withdraw from the contract, we will invoice you the following cancellation charges:

- up to 91 days before the start of the rental period: 10% of the rental
- 90 to 61 days before the start of the rental period: 25 % of the rental
- 60 to 31 days before the start of the rental period: 50 % of the rental
- 30 to 11 days before the start of the rental period: 75 % of the rental
- 10 day before the start of the rental period to the arrival date the full invoice amount is payable.

The relevant date is the date of receipt of your notification (cancellation) by the booking office.

3.5 Price changes: Care has been taken in preparing the property descriptions and price calculations. Nevertheless, we cannot completely rule out the possibility of amendments to services or price changes. You will be notified of these at the time of booking and at the latest in the reservation confirmation. The details given on the reservation confirmation will apply. Although changes to services after conclusion of the contract are unlikely, they cannot be completely ruled out. If there is a major change to a material point in the contract, you have the right to withdraw from the contract without charge within five days of receipt of the notification. Payments already made will be refunded without delay. We expressly reserve the right to effect price increases up to 22 days before the start of the rental period on the following grounds: raising or introduction of taxes and duties on specified services and/or changes in exchange rates after conclusion of the contract. If prices are increased by more than 10 %, you will have the same rights as detailed in the previous paragraph.

3.6 Change to services, alternative rental and cancellation of the contract by YupiHome: YupiHome has the right to rescind the contract before or during the rental period if unforeseeable or unavoidable circumstances make it impossible to hand over the rental property, endanger the hirer or the property or impair the provision of services to such an extent that it is no longer reasonable to fulfil the contract. Alternatively, you may, if notified by us before starting your journey, request us to provide a rental property of at least equivalent value within 10 days if we are in a position to offer such a property from our range without any additional cost. YupiHome is under no obligation to pay compensation in any of the instances referred to in section 3.6.

4. Arrival and departure; curtailment or extension of stay

When the final payment has been made in full and not more than four weeks before your arrival date you will receive the voucher showing you as the authorised hirer for the rental property booked. You should hand this voucher to the keyholder on arrival. The location for the handover of keys on arrival and departure will not necessarily be at the holiday home. You must follow the arrival times in the travel documentation, normally between 16.00 and 19.00, and must depart before 10.00. The arrangements for arrival shown in your travel documentation are binding; exceptions cannot be guaranteed and must be agreed in good time directly with the keyholder. If you are unable to take over the property as agreed, e.g. because of increased volume of traffic, strikes, etc., or for personal reasons, the rental will remain payable in full. The same will apply if you vacate the property early. If you would like to extend your stay, you should discuss this as early as possible with the booking agent.

5. Occupancy

The rental property must only be occupied by the specified number of persons (including children and infants). The keyholder may refuse to accept additional persons or invoice them separately. In the event of over-occupancy the keyholder is authorised to refuse to hand over the key and/or to immediately take the key back during the holiday.

6. Additional duties of the hirer

6.1 Breakage Deposit: A security deposit must be left at the time of key collection. You will find the amount of the security deposit, and also the payment method (by credit card) in the voucher. If the security deposit is not provided, handover of the property may be refused.

6.2 Duty of care: The rental property must be carefully looked after, when in use. Local house rules apply, and consideration must be given in particular to neighbours (noise, behaviour).

6.3 Kitchen cleaning: Cleaning of the kitchen furnishings, crockery and cutlery is the responsibility of the hirer (and is not included in the final cleaning).

6.4 Liability for damage: If the hirer or co-users causes any damage this must be reported immediately to the keyholder. The hirer is liable for any damage caused by him/her or

co-users. The same applies if the holiday home cannot be handed over to the next hirer. Any loss or damage may be offset against the security deposit (paragraph 6.1).

7. Duty to report faults and period for registration of claims

Should the condition of the property not be in accordance with the contract, or if you suffer any injury, this must be reported immediately to the keyholder. If the latter is unable to rectify the fault within a reasonable time, it is imperative that you inform to YupiHome. If notification is not given immediately on commencement of the rental it will be assumed that the property is free of any defects. The same rules apply if any fault occurs during the rental period. External circumstances and specific regional circumstances such as the presence of insects, stray dogs, unfavourable weather conditions or the condition of official nature trails do not entitle hirers to claim compensation. Any claims that cannot be settled by the YupiHome customer service must be notified in writing to the booking agent within one week from the end of the contractual rental and the necessary evidence submitted (photographs, confirmation of the keyholder or the local office, etc.). If you fail to comply with the above regulations and registration period you will forfeit all rights to compensation.

8. Liability of YupiHome Statutory liability for loss or damage other than personal injury (e.g. damage to property or financial loss) is limited to the rental (with claims from all persons involved being counted together). If the services of YupiHome become subject to international conventions or national laws which further limit or exclude its liability, those conventions or laws will apply. YupiHome will not be liable if the loss or damage is caused by any of the following:

- acts or omissions on your part, or on the part of a co-user;
- unforeseeable or unavoidable omissions by third parties who are not involved in the provision of contractual services;
- force majeure or events which YupiHome, the intermediary or support personnel (e.g. keyholders) were unable to foresee or prevent despite exercising all due care;
- use of swimming pools, children's play areas, sports facilities of all kinds (such as tennis courts, football pitches, training facilities). The use of such facilities is at the participant's own risk;
- damage and losses resulting from theft or burglary;
- public access roads and personal injury or material loss caused by these.

These terms and conditions apply analogously to non-contractual liability. Liability for support personnel is expressly excluded.

9. Choice of law and place of jurisdiction

The relationship between you and YupiHome is subject to Spanish law. The customer may only sue YupiHome in Spain. YupiHome may take legal action against the customer at their place of domicile or in Spain.

Terms And Privacy

LEGAL DISCLAIMER

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CONFIDENTIALITY

In accordance with the contents of the 15/1999 Act of 13th December on the Protection of Personal Data (LOPD), we hereby inform you that any data that you provide, which is comprised of the CONTACT, RENTAL FORM, SALES FORM files, is the responsibility of YUPIHOME, S.L., with its address for the purposes of notification in C/ Guillermo santandreu, 12 – 07360, Lloseta (Mallorca – Balears).

We also inform you that any data you provide to us shall be accessible to the owners for whom we market the properties and about which you request information. Clients declare that any information that they provide to YupiHome is, to the best of their knowledge, truthful. YupiHome shall store these data for the purposes of sending clients offers via e-mail about its own or third party products and services that may be of interest.

Clients or their representatives may exercise their right to access, rectification, opposition and cancellation via e-mail sent to: info@yupihome.com or by a written, signed request to YUPIHOME S.L., C/ Guillermo santandreu, 12 – 07360, Lloseta (Mallorca – Balears). Said request must contain the following information: Name and surname of the client, address for the purposes of notifications, a photocopy of their national identification document or passport and specific details of the request. In the event of representation, said request must be made through a verifiable document.

Finally, we inform you that the CLIENT File of YupiHome, where all your data are stored, complies with all security measures that guarantee the confidentiality and security of the processing of your data and that therefore we guarantee you the highest possible security regarding any information you provide to us.

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CIVIL LIABILITY

YupiHome, its board members and employees, general partners and its agents shall not be liable, directly or indirectly in any way whatsoever, either to you or to any other person for: (1) errors or omissions in the service, (2) delays, errors or interruptions in the transmission or delivery of the service, or for (3) losses or damages, or for any other any other reason connected to non-fulfilment.

GENERAL INFORMATION

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Islands, Spain). We hereby reserve the right to change the contents of our web site or of the Legal Disclaimer at any time.

YUPIHOME, S.L.; Tax ID No.: B57853665; C/ Guillermo Santandreu, 12, 07360, Lloseta (Mallorca – Balears); E-mail: info@yupihome.com; Telephone: +34 912 692 723; <http://www.yupihome.com>