

Product Partner GTC

1. Contract

1.1 The following conditions regulate the contractual relationship between the **Cubo's Holiday Homes S.L., Torremolinos 12, Alhaurín** as the letting product partner of a holiday home or holiday apartment – hereinafter referred to as the “Product Partner” – and the tenant – hereinafter referred to as the “Customer”. The holiday home or holiday apartment shall be hereinafter referred to as the “property”.

1.2. A direct rental agreement between the Product Partner and the Customer enters into force once the Customer receives the written booking confirmation. The basis of the agreement – hereinafter also referred to as the “booking” – is the written booking confirmation, the property presentation on the e-domizil GmbH website at the time of the booking as well as these rental conditions.

1.3 The Product Partner shall undertake to provide the services described in the booking in accordance with the agreement and the law, in particular to make the property available to the client for its sole use during the booked period.

1.4 The property shall be rented to the Customer during the booked period.

1.5 e-domizil GmbH represents the Product Partner as an intermediary for arranging and concluding agreements, their amendment, cancellation and termination, and handles payment transactions and dispatches travel documents.

2. Payment

e-domizil GmbH's payment terms shall apply:

a) A deposit of 20% of the trip price must be paid upon conclusion of the agreement and after issuing the invoice.

b) The remaining trip price is due no later than 6 weeks before departure.

c) The entire trip price is due immediately in the event of last-minute bookings of less than 6 weeks before the start of the booking.

3. Cancellation conditions

3.1. The Customer may withdraw from the booking by submitting a written declaration to the Product Partner up to the start of the rental period agreed in the booking. The date of receipt of the declaration of withdrawal shall be relevant.

3.2. The following flat-rate cancellation fees apply:

a) 20% of the rental price in the event of withdrawal up to the 61st day before the start of the rental period

b) 50% of the rental price in the event of withdrawal from the 60th day and up to the 35th day before the start of the rental period

c) 80% of the rental price in the event of withdrawal from the 34th day and up to the 3rd day before the start of the rental period

d) 95% of the rental price in the event of withdrawal from the 2nd day before the start of the rental period

e) 100% of the rental price if the Customer does not arrive

3.3. The Customer shall be entitled to prove that no or only considerably lower damage has been sustained by the Product Partner. This can often be assumed if the property could be otherwise rented out for the same period and under the same conditions.

4. Travel insurance

Travel insurance, including cancellation insurance, is vital for the Customer's own protection. The Customer and all members in the booking should take out appropriate insurance. If the Customer decides to travel without travel insurance, the Product Partner shall in no way be liable.

5. Security deposit

5.1. If as agreed at the time of booking, the Product Partner may request a security deposit from the Customer at the start of the rental period.

5.2. The Product Partner shall undertake to return the security deposit to the Customer within 7 days of the keys being returned at the end of the rental period. Any additional costs incurred shall be charged. The same applies to damage to the property for which the Customer is responsible.

6. During and after the trip

6.1 Unless otherwise agreed in the booking, the Product Partner shall make the property available to the Customer on the day of arrival from **16.00** in the condition agreed in the agreement. The Product Partner must be informed in advance if the Customer arrives later than **18.00**. At the end of the rental period, the property must be vacated by no later than **10.00**.

6.2 The Customer is personally obliged to take care of cleaning unless otherwise stated in the booking. The property must be left swept clean and locked at the end of the rental period. The following work must also be done: Stripping the bed linen, washing the dishes and emptying the waste baskets and bins. The Product Partner reserves the right to charge for additional cleaning and waste removal, if required, and to deduct this from the security deposit.

6.3. Only the maximum number of persons in the booking may use the property. The Product Partner may reject excess persons. Children are considered persons.

6.4. Dogs, cats and other animals may only be kept if this is explicitly agreed in the booking.

The Customer shall be liable for all damage caused by keeping animals.

6.5. The Customer must show consideration for the neighbours. The Customer is obliged to observe any house rules that are displayed.

6.6. The Customer shall undertake to treat the property, together with its fixtures and outdoor facilities, with the utmost care. The Customer is liable to pay compensation for any damage to furnishings, rooms or the building that it has culpably caused. The Customer is obliged to report any damage to the Product Partner without delay. The Customer shall be liable to pay compensation for any subsequent

damage caused by not notifying the Product Partner of the damage in good time.

6.7. In the event of any disruptions to the booked service, notably fault with the property, the Customer is obliged to do everything reasonable to help resolve the disruption or to minimise any damage that may occur. The Customer is obliged to notify the Product Partner immediately of any service disruptions.

6.8. The Customer may demand a reduction of the rental price (complaint) from the Product Partner upon its return from the trip if services have not been provided in accordance with the agreement and the Customer has not culpably neglected to report the fault immediately (without culpable delay). The complaint must be received by the Product Partner in writing within one month of the end of the rental period.

6.9. No liability shall be accepted for the temporary failure of public supplies or utilities, such as water or electricity over which the Product Partner has no control, or sewage systems, sanitary facilities or mechanical equipment in the accommodation. The Product Partner shall endeavour to organise a quick repair.

Since it is inevitable that items will break or require maintenance, the Customer is asked to be aware of the fact that an encounter with maintenance staff and gardeners may be unavoidable during their stay.

6.10. It is the Customer's responsibility to familiarise themselves with the layout of the property and any potential hazards, such as e.g., unexpected steps, slippery surfaces, pool depths, etc. immediately upon arrival at the holiday home.

7. Changes

7.1. Any changes requested by the Customer, for example, concerning the rental period or the number of persons travelling, shall be deemed to have been agreed upon receipt of written confirmation from the Product Partner.

7.2. The Customer may be replaced by another suitable person up until the start of the rental period. A written notification to the Product Partner containing the name and address of the replacement person is required for this. The Customer shall remain obligated under the agreement until the replacement

person has declared to the Product Partner that they are responsible for all of the Customer's contractual obligations.

7.3. The Product Partner shall inform the Customer of any changes to the service immediately. Unless the changes are not just minor, the Customer may withdraw from the agreement without charge within 10 days by written declaration to the Product Partner.

7.4. After booking, price increases shall only be possible for objectively justified and unforeseeable reasons to a demonstrable extent, for example, in the event of an increase in fees, taxes and duties. In the event of price increases of more than 5% of the rental price, the Customer may withdraw from the agreement without charge within 10 days by written declaration to the Product Partner.

7.5. In rare cases, due to circumstances beyond the Product Partner's or owner's control, taking the property chosen by the Customer may be unavoidable. The Product Partner shall endeavour to inform the Customer about this as soon as possible and offer either alternative accommodation of a similar or higher standard, a refund if nothing is suitable, or other options. No further claims against the owner or the Product Partner for losses suffered shall be taken into consideration.

8. Liability

The Product Partner shall accept no liability for the actions or failures of the owners or any other person not under its control. No liability shall be accepted for any accident, damage, loss, injury or expense, whether to persons or property, arising from or in any way connected with the rental. The same applies to loss of or damage to the Customer's property on the owner's property, force majeure or other unforeseeable events that the Product Partner could not have prevented.

If defect or fault is found in a holiday home, the Product Partner will usually offer the Customer an equivalent holiday home at the same price level. If the alternative holiday home is lower in price, the price difference shall be refunded. If it is not possible to find a satisfactory solution because of a lack of available properties or because the Customer does not accept the alternative holiday home, all or part of the trip price will be refunded in accordance with the scope of liability set by the Product Partner.

9. Final provisions

9.1. The validity, interpretation and performance of this agreement shall be governed by the laws of ***Spain***. The Product Partner and Customers shall submit to the exclusive jurisdiction of the courts in the ***Spain***.

9.2. The invalidity or ineffectiveness of individual provisions shall not affect the validity of the remaining provisions. The Product Partner and Customer shall replace invalid or ineffective clauses with effective ones that come closest to them in economic and legal terms.