

**General sales and payment conditions for the renting of**  
holiday houses / apartments at Finca el Gallo / Los Llanos de Aridane

- 1) The rental contract is established when Finca el Gallo (hereafter called renter) receives the reservation form (see our website [www.fincaelgallo.com](http://www.fincaelgallo.com)) or – in exceptional cases - by telephone reservation by the renting party. Shortly after receipt of the reservation, the renting party receives a reservation confirmation from the renter via e-mail. As from this date, and as stipulated in the confirmation, the renting party has 5 days to take care of the payment in the bank account given in the confirmation email by Finca el Gallo. All these payments can be done either by bank transfer or via PayPal or via TPV Finca el Gallo (Credit card web) as it is shown in the web of Finca el Gallo:
  - a. reservations: 30% deposit
  - b. The rest of the money 70% will be paid directly at the arrival to the apartments or houses.
- 2) Only upon receipt of above mentioned payment, the reservation is obliging for both parties.
- 3) It is basically not permitted to sub-let the rental contract to third parties. If the customer rents for another person, both parties involved will be held liable for the total contract.
- 4) The selected accommodation may be used only by the number of persons as stated in the contract. For any additional (non explicitly agreed upon) person, the renter - regardless of his right on immediate termination of the contract - is entitled to require an additional and adequate reimbursement for the period of this excess usage. All “excess persons” will have to immediately leave the object.
- 5) The renting party, as well as his fellow people, accept the obligation to treat the accommodation devotedly and to inform the renter immediately of any damage / malfunctioning if occurring during the rental period.
- 6) It is not allowed to smoke inside the accommodations of Finca el Gallo. Besides, the pets are not allowed in the accommodation.
- 7) In case of any incident which would prevent the rental party from travelling, the rental party must cancel the reservation in writing. Cancellation costs:
  - a. from the reservation date up to 90 days before first rental date: 30% of the confirmed rental costs.
  - b. from 89 days before rental period: 50% of the confirmed rental costs,
  - c. without written and confirmed cancellation notice: 100% of the confirmed rental costs.
- 8) Should the rental party, for whatever reason, leave sooner as initially booked, or in case of a “no-show” he has no right to claim for damages for the not used rental days.
- 9) The renter will do his utmost to rent the not used rental period to other persons, in order to minimize the damage. Up to the other assignment, the rental party has to perform the originally calculated amount for the initially agreed upon duration. **A “travel resignation” insurance policy is highly recommended.**
- 10) The rental party is held responsible for any caused damages to the rent object, the inventory and the communal facilities, e.g. broken dishes, spots on carpets, damages to the furnishings. Moreover, the costs also count for lost keys (e.g. entrance doors, parking lot, or safe). If any damages would occur or any other complaints would arise, these are to be announced to the renter within 24 hours.
- 11) At the arrival date, the rental party can check in earliest as from 15.00. The renter cannot assert compensation claims if the accommodation would exceptionally not available at 15.00. In case you must arrive after 22:00 then there will be a fee of 30€.
- 12) At the departure date the rented accommodation is to be left until 10.00 a.m. at the latest. All kitchenware, such as dishes, glasses, etc... are to be left properly cleaned and put in its original place. The garbage bins and fridge should be emptied. Otherwise we raise an additional cleaning fee of 50€.
- 13) Any other agreement (modifications, supplements, etc.) is not valid, unless if explicitly confirmed by the renter to the rental party in writing.
- 14) Should any topic of these Terms and Conditions be or become ineffective, this does not have any effect on the validity of the remaining contract content. Both parties of the contract commit themselves to replace the eventually ineffective regulation by a legal one, which meets the economic purpose and substitutes the logical contents of the invalid ones to the best. All other terms of the contract remain valid.
- 15) Legal venue for all the parties is Los Llanos de Aridane/ S/C de Tenerife, Spain. Spanish right applies.

Los Llanos de Aridane, January, 2011