

<p>Rental conditions Villa El Ancla</p> <p>12-05-2009</p>	<p><i>J.A.J. Spil</i> Heuvelweg 28 8105 SZ Luttenberg The Netherlands</p> <p>Phone : +31(0) 572-301976 Mobile : +31(0) 612473825 Fax : +31(0) 572-301906</p> <p>E-mail : info@elancla.eu Website : www.elancla.eu</p>

1. Rental conditions

- **Booking:** A reservation accepted by El Ancla for the stay in the holiday home.
- **Cancellation:** The rescission or dissolution of the booking.
- **Consumer:** A natural person that rents a holiday home and does not act in pursuance of his profession or company.
- **Co-tenant:** The person(s) staying with (main)tenant in the holiday home.
- **Dissolution:** The legal rescission of the rental agreement in case of non-observance of the obligations as stated in the aforementioned rental agreement.
- **Holiday home:** The home that has been put up for rent as a holiday accommodation by El Ancla.
- **(Main)Tenant:** A (natural) person, who rents or wishes to rent the holiday home El Ancla.
- **Manager:** The person that fulfils tasks of management and maintenance on behalf of the owner of the holiday home.
- **Offer:** An offer as described in the Civil Code.
- **Owner:** The rightful owner of holiday home El Ancla (or representative thereof) that has put up the holiday home for rent.
- **Stay:** The actual use of a holiday accommodation.
- **Third parties:** Every other (legal) person, not being El Ancla or tenant.

2. Applicability General Conditions

- a. These general conditions apply to all offers and quotations by, agreements with, supply by and services of El Ancla. Deviating stipulations, agreements or arrangements are only valid if and as far as these have been confirmed by El Ancla in writing. Verbal agreements and/or commitments by employees of El Ancla are only valid if these are confirmed in writing by employees of El Ancla authorised to do so.

- b. These general conditions exclusively apply to legal relations between El Ancla and consumer and not to El Ancla and companies or persons acting in pursuance of their profession.

3. Rental and payment conditions concerning the rental agreement and holiday home in Sayalonga, Spain.

1. The rental agreement is established if the rental agreement, signed by the tenant (consumer) has been received by the landlord. By signing this agreement the tenant declares to rent the therein described home for the agreed period of time and to be in agreement with the rental and payment conditions set forth hereafter.
2. Bookings can be made for the period of at least one week. The rental period commences on Saturday at 4PM and ends on Saturday at 10AM.
3. If, by force majeure, the holiday home is uninhabitable or has become difficult to inhabit, prior to or during the rental period, the landlord will refund a proportionate part of the paid rental fee as substitution of foregone enjoyment. The landlord will also, if desired, mediate in finding alternative accommodation. The landlord is, however, not liable for further damages, of any nature, caused by force majeure. This includes circumstances that can influence the quality of the stay at the holiday home, such as fires, floods, abnormal rainfall, storm, odour nuisance, breakdown of water or power and other external influences.
4. The costs for the use of water, gas and electricity are included in the rental fee.
5. Payment of the rental fee takes place in two instalments
6. The first payment is 50% of the total rental fee, as mentioned in the rental agreement. This instalment should be deposited within 7 days after reservation and/or signed rental agreement into the ABN AMRO account 40.19.45.561 in the name of J.A.J. Spil, Luttenberg, the Netherlands. Payments can also be made with Paypal, MasterCard or Visa, or Ideal at very low extra costs.
7. The further 50% of the rental fee should be paid 30 days before the commencement of the rental period in one of the payment methods mentioned under item 6. Should the rental period commence within five weeks, payment of the total rental fee should be made at once at least 30 days before the reserved period.
8. Should an agreement be made less than 14 days before the commencement of the agreed rental period, the total rental fee should be paid at once within 7 days after the reservation and/or signed rental agreement in one of the payment methods mentioned under item 6.

9. It is advised to take out cancellation insurance. This will cover all sorts of expenses that occur when a tenant is forced to cancel or cut short the holiday.
10. The holiday home is well furnished; the kitchen is properly equipped; there are sufficient bed coverings and bed linen for all beds present, as well as sufficient hand and tea towels.
11. The holiday home is presented clean. The tenant is obliged to make use of the rented holiday home in an orderly fashion. He will leave it in good and clean order.
12. Damages inside, around and/or in connection to the rented holiday home should be reported by the tenant to the landlord. The tenant is liable for damages to the rented property caused during the rented period, including damages to or loss of (a part of) the inventory, unless the tenant can make a reasonable case that he, his family members or guests cannot be held accountable for those damages.
13. The costs of repair for regular maintenance and repair of damages are for the account of the landlord. Should any damages occur, the tenant should notify the landlord or his intermediate immediately and follow up on the instructions then given. Any costs made by the tenant in connection to these instructions will be reimbursed upon the production of specified invoices, if the landlord or his intermediate has given his permission thereto in writing.
14. After the total rental fee has been paid and the rental agreement has been returned signed, the tenant will receive a detailed information package, that contains the travel route from the Netherlands to the holiday home as well as clear information as to the location where the house keys can be collected. This package also contains all sorts of tips and tourist information.
15. Should the tenant cancel the agreement in the period up to five weeks before commencement of the rental period, he will owe 10% of the rental fee, cancellation up to four weeks is 20% and up to two weeks before commencement of the period is 50%. Should the tenant only cancel on the commencement date of the rental period, or during the rental period, he will owe the total rental fee.

Possibly: Should the holiday home be rented anyway to another tenant (the old tenant can, if desired, find a new tenant himself, as long as this is handled and accepted by the landlord), the rental fee will be increased with € 200,- for extra administrative costs.

16. In the event that the tenant has not fully paid the rental fee on the due date or does not uphold other obligations, the landlord has the right to demand observance and/or compensation. Should the default present sufficient cause the landlord has the right to dissolve the agreement without intervention of a judge. When the landlord wishes to use this right, he should inform the tenant immediately, in writing and with ample motivation. Landlord retains the right of compensation.