

# TERMS OF SERVICE

## 1 General

Labandera.net. provides a furnished and with usual utensils (cooking and eating utensils, hair dryer, bed linen, towels, etc.) equipped apartment for temporary residential purposes. Since the apartment is located in a residential building, we ask our guests to adhere to the house rules and to avoid noise in the stairwell and in the apartment. The apartment is non-smoking except the open terrace. Even in the staircase smoking is prohibited!

The celebration of parties is strictly prohibited!

For your own safety and our own, the immediate area of the entrance door of the apartment is video-monitored! You will also find in the entrance area a fire extinguisher and a fire blanket at the stove and a first aid case.

The accommodation fee includes - unless otherwise agreed with the guest - all utilities such as electricity, hot water, air conditioning, final cleaning, VAT, local tax, bed linen, towels and a basic stock of consumables (toilet paper, detergent, soap, etc.). At check-in, guests will find a cleaned apartment with the desired number of freshly made beds.

### 1.1 Animals

Dogs are welcome! Please note, however, that the access to the garden and the pool area with dogs is strictly prohibited! Dog owners are explicitly obliged to remove the excrement of their animals! This is true throughout the grounds of Calahonda Park and also in the area. Please also note the dog ban zones on the beaches!

In the apartment dogs are not allowed to sleep in the beds. In addition, dogs must not remain unattended in the apartment alone! (Noise caused by barking and destruction of furniture.)

## 2. Booking conditions

### 2.1. Booking the apartment

Inquiries can be made by phone, verbally or in writing and are always free and without obligation. If the guest in his request

announces the intended accommodation time as well as the number of guests sleeping in the apartment, he will receive from labandera.net a non-binding offer with the accommodation charge including all ancillary costs for his desired stay.

As soon as a guest accepts an offer from labandera.net he receives a confirmation for his booking. The desired apartment will be reserved for the desired period, the agreed rental price can not be changed thereafter. To fix a booking, the guest pays the accommodation fee within two weeks of receipt of the invoice. For short-term bookings, the invoice amount is to be paid at the latest on arrival.

## 2.2. Cancellation conditions and fees

In case of a cancellation more than eight weeks before the arrival date, 5% of the agreed accommodation fee will be retained as a handling fee. For a cancellation between eight and four weeks before the agreed arrival, a cancellation fee of 20% of the agreed accommodation fee will apply. For cancellations between four weeks and one week before the agreed arrival, the cancellation fee is 50% of the agreed accommodation fee. For cancellations within the last week prior to arrival or in case of no-show, the entire accommodation fee will be charged as a cancellation fee. The lodging fee exceeding and / or paying the cancellation or processing fee will be refunded by labandera.net. Any bank charges incurred shall be borne by the customer. In case of early departure already paid overnight stays will not be refunded.

## 2.3. deposit

The guest makes a deposit at the beginning of the accommodation period to secure the fulfillment of his obligations from the accommodation ratio. The deposit must be paid by bank transfer. With proper return of the keys and the apartment, the deposit will be returned within 2 days.

### 3. Arrival and departure arrangements

Check in to the apartment is always possible from 15.00 clock. At the agreed check-in appointment, an employee of labandera.net waits with the keys at the apartment. If it is anticipated that the Guest will be unable to meet the agreed check-in time, they must promptly inform labandera.net about it at 0043 -6645482331 to arrange a different check-in time.

If the guest does not comply with this information obligation and does not appear at the apartment at the agreed time, labandera.net will charge 25 euros for a possibly necessary second check-in appointment.

Immediately upon arrival, each guest completes a registration form. This sheet must be filled in truthfully and signed and then placed in the designated mailbox next to the front door.

#### 3.2. Departure (check-out)

The apartment must be left at the latest on the day of departure at 10.00 o'clock and must be vacated by the results of the guest. If the guest continues the use of the apartment contrary to agreement, this does not lead to an extension of the lodging relationship. An extension of the accommodation ratio is only possible after express agreement with labandera.net.

### 4. Resignation from the contract

Should the apartment not be available at the booked time due to defects or force majeure, we will try to find a replacement.

In this case, the guest can cancel at any time free of charge.

### 5. Obligations of the accommodation customer

## 5.1. compulsory registration

The Spanish Tourism Act requires each guest of the accommodation to truthfully fill in and sign a guest sheet provided by the hotelier upon arrival. The guest sheets are kept by the hotelier and - except for the registration office and the public security organs - are not passed on to third parties. Each guest has to ensure that only people in the apartment who have completed a guest sheet are staying overnight.

## 5.2. Other duties

The guest must grant employees of labandera.net access to the apartment at any time to carry out inspections, cleaning or repairs. Of course, labandera.net ensures the privacy of the guest as much as possible and will announce a possible entry into the apartment if possible in advance.

The guest undertakes to treat the apartment and its equipment and inventory with care and assumes all costs for the repair of damages caused by it willfully or by improper treatment (eg: burn marks, damage or gross soiling of furniture / textiles, glass breakage , etc.) in full. Structural alterations or changes to the furnishings of the apartment are expressly prohibited. If a key is lost, the guest must pay the cost of installing a new lock.

The guests are responsible for disposing of your waste regularly in the designated collection containers and properly carry out the waste separation. The house rules must be adhered to.

## 6. Other

The apartment may only be used by persons registered with labandera.net. Additional persons must be reported to labandera.net and can be turned away by the hotelier. In this case additional costs can be charged.

The hotelier is not liable for theft, loss or damage of the guest's property or injuries and illnesses of the guest in the apartment.

Any complaints or deficiencies must be reported by the guest to labandera.net as soon as possible so that the problem can be remedied quickly.

The invalidity of individual provisions of the contract does not result in the invalidity of the entire contract.

The place of jurisdiction is Malaga.

