

1. Reservation, withdrawal and compensation

Reservations are only binding after written confirmation by the lessor. If the agreed upon (without deviating agreement numbers 3. and 5. of these rental conditions apply) down payment on the rental price and/or the deposit is not provided by the tenant as agreed upon, the landlord can withdraw from the contract and demand compensation for damages according to the following regulation for the withdrawal of the tenant. The lessor is not obliged to make the rental object available without a deposit and/or rental down payment.

In the event of withdrawal from the contract by the Lessee or unjustified termination before the agreed start of the rental period, the Lessee is obliged to pay the following proportions of the agreed rental price according to the rental agreement. Withdrawal/unjustified termination more than

-> 90 days before the start of the rental period: 30% or the amount of the deposit

-> 31-90 days before the start of the rental period: 40%;

-> 14-30 days before the beginning of the rental period: 50%;

-> 13 days or less before the start of the rental period: 100%.

A cancellation must always be made in writing, the date of receipt applies.

If the property is not taken over 24 hours after the date of arrival at the latest, the landlord is also entitled to the full rental price, including the flat-rate provision/service charge.

The compensation (rental price/shares) is to be set higher in case of no-show, withdrawal/unjustified termination of the tenant, if the landlord proves higher damages. It shall be set lower or not applicable if the Lessee proves lower damages or the absence of damages at all. The Lessee is entitled to name a substitute Lessee whom the Lessor may reject for good cause.

If the substitute lessee enters into the rental agreement under the same conditions and the substitute lessee fulfils the rental agreement, the obligation to make pro-rata payments or the obligation to pay damages shall not apply.

If the Lessor should suffer damage due to the late return of the rental object (e.g. claims for damages by the subsequent Lessee etc.), the Lessor reserves the right to assert these claims for damages against the Lessee. In general, the Lessor does not agree to the automatic conversion into a rental relationship for an indefinite period of time with continued use. Irrespective of this, compensation for use beyond the agreed rental period shall be paid in any case, which shall be based on the agreed rent.

In the event of premature return of the rental object before the agreed return date, the full agreed rental price shall nevertheless be paid.

By taking out a travel cancellation insurance policy, the tenant can protect himself against these costs in accordance with the general conditions for this insurance.

We recommend the conclusion of a travel cancellation insurance or a holiday protection package.

2. Rental prices

The prices of the price list valid at the time of the conclusion of the contract or the rental price specified in the rental contract apply.

3. Method of payment

Upon conclusion of the contract, at the latest within 14 days thereafter, a deposit of 30% of the agreed rental price is payable. If this payment deadline is not met, the landlord is no longer bound to the promised reservation. The rest of the rental price is due 4 weeks before the start of the journey. The deposit is to be paid in cash at the latest at the handover. However, the payment deadlines specified in the rental contract are binding.

4. Takeover and return

The rented object is to be taken over at the agreed date. The tenant is obliged to leave the rented property at the end of the rental period by 11 a.m. at the latest, unless otherwise agreed.

5. Deposit

At the beginning of the rental period, a deposit must be paid in the amount of the agreed excess of partial and fully comprehensive insurance as security for the return of the rental object in an undamaged and cleaned condition. Unless otherwise contractually agreed, this deposit amounts to € 1000,- for rental objects per case of damage.

The excess for partial and fully comprehensive insurance is - unless otherwise agreed - also € 1000,- for rental objects per claim. At the beginning of the rental period, a description of the condition of the rental property will be prepared, in which all possible existing damages will be noted. If the rental property is returned in an orderly manner in undamaged condition, except for the damages listed in the condition report, the deposit will be fully refunded. The rented objects are non-smoking rooms. If smoking is nevertheless permitted in the rented object, € 100,- will be retained from the deposit. The rented object will be cleaned from the inside and returned in an appropriate condition.

6. Handover/ return

The handover takes place at the handover times stated in the rental agreement on the date of arrival specified in the agreement, or by arrangement. The tenant is instructed about 30 minutes on the rental object. The handover is also carried out at the time of the last day of rental stated in the rental agreement.

7. Duty of care

The tenants must treat the rented premises and the furnishings with care. Culpably caused damages are to be compensated by the tenants. When moving into the premises, the tenants are obliged to check the furnishings for completeness and suitability for use and to make complaints to the landlord without delay. The tenants must also report any damage occurring during the rental period without delay. If the tenants do not comply with these obligations, they shall not be entitled to a reduction of the rent due to these objectionable points.

The tenant may only use the rented object as a flat. The Lessee may not use anything that is not agreed in writing as rented out by this contract or an additional contract.

8. Basic rules for ventilation

All rooms must be ventilated depending on their function and use as well as humidity and odour pollution.

If large quantities of water vapour are produced (e.g. BI during cooking, bathing or showering), the rooms concerned must be ventilated immediately - possibly several times in quick succession. Please wipe off steamed-up windows, shower cabins, tiles, etc.

9. House rules

The tenants are obliged to adhere to the house rules. The house rules are displayed in the rented premises.

10. Duty of care

The renter is obliged to handle the rental object with care and to observe the operating instructions of the vehicle and all installed devices etc. in detail. The lessee shall treat the vehicle with care and observe all regulations and technical rules relevant to its use, in particular to observe the maintenance periods and to properly lock the vehicle.

11. Liability of the lessor

In case of delay in performance or in case of impossibility of performance for which the Lessor is responsible, the Lessor shall be liable to the Lessee for damages limited to the sum of the agreed net rent. The Lessor shall be entitled to provide an equivalent replacement rental object instead of the reserved rental object if the rental object is not available for reasons beyond the Lessor's control or if it breaks down during the rental period for reasons beyond the Lessee's control. Should it not be possible to procure a rental vehicle, the Lessor may withdraw from the contract and the rental fee already paid will be refunded. The lessor is not liable for indirect damages as well as defects that occur unexpectedly during the rental period. A professional repair or replacement will be carried out or procured by the lessor as soon as possible. The lessor is not obliged to keep any objects which the lessee leaves behind when returning the rental object.

12. Bringing along pets

Pets are generally not allowed. If a pet is taken along without landlord permission, €200,- will be retained from the deposit.

13. Storage of personal data

The Lessor is entitled to process the data about the Lessee received in connection with the business relationship or in connection with it, regardless of whether this data originates from the Lessee himself or from third parties, in accordance with the Federal Data Protection Act.

14. Place of jurisdiction

The place of jurisdiction is the registered office of the Lessor, provided that the contracting parties are merchants or at least one of the contracting parties does not have a general place of jurisdiction in Spain or the contracting party to be claimed against moves its domicile or habitual residence outside the scope of the Spanish Code of Civil Procedure after conclusion of the contract or the domicile is not known at the time of filing a suit. This rule also applies to bill of exchange and cheque procedures.

15. Final provisions

No other agreements were made; no oral commitments were made. Should individual points of these rental conditions be or become invalid, this has no influence on the legal validity of the remaining points. The invalid provisions shall be reinterpreted in such a way that their purpose can be fulfilled effectively. Mandatory legal regulations remain unaffected.

Should further agreements be made, these are only valid in written form.

Vitacrab S.L.U.
B38544425
Avenida Venezuela 28
España 38390
Santa Cruz de Tenerife

CEO Jan Philipp Croissant
NIE: Y6515321-X