

## RESERVATION TERMS AND CONDITIONS

### 1. IDENTIFICATION

SPAIN SELECT PROPERTY MANAGEMENT S.L, with registered office at Almirante 9, 5º Derecha, 28004, holder of Spanish tax number B-83294488, filed with the Companies Registry of Madrid under volume 17585, book 0, folio 216, section 8, page number M-302433, entry 1, owner of contact telephone number 915 237 451 and e-mail address [legal@spain-select.com](mailto:legal@spain-select.com), in name and on behalf of the OWNERSHIP, in accordance with the current authorisation awarded by the latter.

### 2. PURPOSE

The purpose of these Reservation Terms and Conditions is to regulate the contractual relations between SPAIN SELECT, which acts for and on the behalf of THE OWNERSHIP, and the TENANT (or user) for the lease for the seasonal use of a home as provided in article 3.2 of the Spanish Urban Lease Act (Law 29/1994).

Similarly, users are hereby informed that the entire online reservation and contract process may be conducted in Spanish or English, as selected by the user.

### 3. ONLINE RESERVATION OF PROPERTY

The entire property reservation process must be carried out directly by the TENANT or the legal representative thereof on the website at [www.spain-select.com](http://www.spain-select.com) regardless of the fact that both parties may subsequently sign a tangible version of the Reservation Terms and Conditions for seasonal lease, in accordance with the terms and conditions that apply to each case.

#### 3.1 PREREQUISITES

In order to implement these *Reservation Terms and Conditions*, both parties hereby reciprocally guarantee that:

- They are of legal age and have the required full legal standing and capacity for proceeding.
- They act of their own free will and give their consent without undue influence, entirely of their own decision and in full awareness (of such actions?).

Similarly, they are informed that in order to make any reservation via SPAIN SELECT's website, the following are necessary:

- An Internet connection.
- A working e-mail account.
- User registration via the website at [www.spain-select.com](http://www.spain-select.com), providing the entity with all the personal data requested on the form.

#### 3.2 ONLINE PROPERTY RESERVATION PROCESS

SPAIN SELECT provides users with the ability to reserve or pre-reserve properties via the company's website.

Accordingly, users must proceed as follows:

1. Register or, where applicable, identify themselves as registered users on the website, where they must enter their personal details as requested on the corresponding form.
2. After they have registered as users and identified themselves as registered users on the system by means of their username and password, they must select the property they wish to reserve.
3. Users must then give the following information for their reservation: arrival date, departure date, number of people and the details of the contact person for the reservation.
4. Users will then be shown a new form on their screens so that they can change the details of the person making the reservation and enter the details of the person who will be using the property and the corresponding billing information.
5. Users will then be asked to accept these *Reservation Terms and Conditions* by checking the corresponding box and will have the option to print a copy or to have a copy sent to them by e-mail.
6. Users will then be asked to include the details of the individuals that will be occupying the property.
7. Information will be given concerning all payments associated with the reservation, i.e. the deposit, the reservation fee and the payments that are to be made in order to confirm the reservation:
  - 30% of the total reservation price for confirmation.
  - The remaining 70% must be paid 30 days before the date on which the lease begins.

The deposit for this property is (\*1).

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- Finally, users will be taken to the final reservation screen, where they can make the corresponding payment using the payment methods displayed on the screen when the reservation is made.

When the reservation process is complete and the corresponding payment has been made, the system will automatically send users an e-mail confirming the reservation they have made.

### 4. PROPERTY RESERVATION TERMS AND CONDITIONS

#### 4.1 PREREQUISITES FOR OCCUPYING THE PROPERTY

Before the keys to the property are given to the TENANT, he/she must proceed as follows:

- Pay the deposit indicated for each specific case. The purpose of the deposit is to guarantee the return of the property and household goods in the same state of repair in which they were handed over, except for wear and tear resulting from the normal use thereof.
- The deposit will be returned in full 7 days after leaving the property, provided that the property and the contents thereof have been returned in the same state of repair in which they were handed over.
- Show his passport or national identity document, sign the tangible version of these *Reservation Terms and Conditions* and the *Card Authorisation*, and pay any outstanding amounts that may be applicable at that time.

Should the TENANT not be the same person as the one that is to occupy the OWNERSHIP, the personal details of the tenants who are authorised to occupy such property must be given during the reservation process. The unauthorised occupation of the OWNERSHIP by third parties not expressly authorised in the reservation is not allowed.

#### 4.2 TERMS AND CONDITIONS DURING THE STAY

The TENANT, both by his /her acts and by those of the people who live with him /her and the guests or visitors who enter the real property are bound:

- To respect the Owners' Association hours of rest of 10:00 p.m. to 8:00 a.m. of the building in which the real property is located. To not hold any party or meeting of people that exceeds the agreed number of persons permitted in the property. In case of complaints from neighbours regarding loud music, parties or similar disturbances, or in the case that the police have been called for disruption of the peace, SPAIN SELECT will immediately evict the TENANT and guests. In this case, neither the security deposit nor rent paid be refunded. To dispose of his /her garbage in the containers located outside the building after 8:00 p.m. or in the garbage room of the building in the event that there is one.
- Pets are expressly prohibited from entering the SPAIN SELECT real property.
- SPAIN SELECT shall not be responsible for the loss, theft or deterioration of TENANT's personal property.
- SPAIN SELECT shall not be responsible for any inoperability of the ADSL service which is due to causes imputable to the operator.
- SPAIN SELECT shall not be held responsible for replacing kitchenware, light bulbs or fabrics 7 days following the date of arrival.
- The TENANT consents that, with a charge to the security deposit, SPAIN SELECT will charge him /her €100 for each set of keys not returned and €20 for each garage door opener not returned.
- The TENANT declares knowing that the use of the real property to be taken is governed by Royal Decree 2877/1982, of 15 October, Regulation of Apartments and Vacation Housing (BOE of 9 November) and has an appropriate tourism purpose linked to the term of the reservation.
- The TENANT shall be liable for any damage or impairment caused to the real property and its accessories, as well as to the property's common areas, that are caused either by him /her or by the people who live with him /her or his /her visitors. The TENANT must, at his /her expense, maintain the real property in a perfect state of sanitation and preservation during his /her entire stay.
- The TENANT is obliged to surrender the building and its accessories upon the termination of his /her reserved stay in the vacation housing in a reasonably clean condition without garbage or trash in its interior. Otherwise, and with a charge to the security deposit, SPAIN SELECT will assess a charge of €100.

#### 4.3 TERMS AND CONDITIONS FOR LEAVING THE PROPERTY

In the event that the TENANT does not leave the real property voluntarily on the date authorized by SPAIN SELECT or does not return the keys of the property he /she must compensate SPAIN SELECT five times the per-night price of the reservation for every day that he /she extends his /her stay or retains the keys of the property without authorization.

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### 4.4 FINANCIAL TERMS AND CONDITIONS

The rent, freely agreed by and between both parties, is set at the amount given in the **Reservation Confirmation** shown in your Personal Area on the *Entry Form* and *Reservation Terms and Conditions* documents.

When SPAIN SELECT receives the payment of 30% of the total reservation price, it will confirm the reservation to the TENANT temporarily by e-mail sent to the address provided by the letter when making the reservation.

The remaining 70% must be paid by the TENANT 30 days before the date of arrival at the property; otherwise, the initial payment will be forfeited. When 100% of the reservation price has been paid, SPAIN SELECT will send the TENANT a definitive *Reservation Confirmation*.

The cost of the use of utility services is on the lessor's account. The use of the telephone and the purchase of films will be on the TENANT's account, since they are services that are not offered in association with the properties.

### 4.5 CANCELLATIONS

In the event that the TENANT decides to cancel his/her reservation or request a change in the dates he /she must notify SPAIN SELECT of such decision, being valid a notification in writing sent to the e-mail address [info@spain-select.com](mailto:info@spain-select.com). Depending on the number of days between the date the cancellation/alteration was made and the planned apartment entry date as indicated on the original reservation, SPAIN SELECT, in accordance with its compensation for cancellation policy, will retain the following percentage of the reservation amount:

- More than 30 days: 30%
- 15 to 30 days: 50%
- 2 to 15 days: 75%
- Less than 2 days: 100%

If SPAIN SELECT is obliged to have to change the TENANT's real property, it must offer him /her new real property of the same or a higher price than the one replaced, as well as offer the TENANT the option to cancel his /her reservation and to obtain the reimbursement of all of the amounts paid and unused, without the TENANT being entitled to demand any other payment for this event.

## 5. HIRING OF ADDITIONAL SERVICES

SPAIN SELECT provides TENANTS with a number of optional additional services that are independent of the property reservation so that their stay can be tailored to their requirements as much as possible.

The particular terms and conditions of said additional services are expressly given at [www.spain-select.com/legal](http://www.spain-select.com/legal), where said document applies only when any of the services are selected.

## 6. LIABILITY

We are firmly committed to maintaining our web services in working order and in accordance with the terms and conditions agreed upon by our users. However, occasional situations may arise that cause operative problems, especially due to the intervention of unauthorised third parties.

Accordingly, the following is a list of the situations in which we decline liability for users' actions, where users must assume all the corresponding liability:

1. In the event that information not hosted by us or published by a third party outside the organisation is published on the website or platform.
2. In the event that the website or platform is not operative for technical reasons attributable to third parties, unforeseeable causes or force majeure.
3. In the event that users store, disseminate, publish or distribute on the website any type of material that is defamatory, slanderous or discriminatory, and which incites violence or is against morality, public order or the fundamental rights, public liberties, honour, privacy or image of third parties.
4. In the event that users use the website or platform to enter data, viruses, code, hardware or telecommunications equipment or any other electronic or physical device or instrument that causes damage to other users' systems.

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5. In the event that any of the content that can be accessed via the website or platform contravenes current legislation, we hereby undertake to the immediate removal thereof as soon as we become aware of and corroborate the facts.

### 7. INTELLECTUAL AND INDUSTRIAL PROPERTY

SPAIN SELECT is firmly committed to the protection and defence of intellectual and industrial property rights. Accordingly, you are hereby informed that:

1. Under no circumstances may it be understood that users are given any right to exploit the web contents that are shown beyond what is strictly necessary for the viewing thereof.
2. It is hereby guaranteed that all web content is completely original and in compliance with current Spanish legislation. In cases in which we do not own such content, we own all rights for the public communication, distribution and/or reproduction thereof.
3. All logos, brands and commercial names displayed on the website or platform are the property of SPAIN SELECT or of third parties who have given permission for the use and/or exploitation of such logos, brands and commercial names.
4. Under no circumstances may the browsing of the website imply the abandonment, transmission, licence or full or partial assignment of any intellectual or industrial property rights, unless provided otherwise in writing.
5. None of the contents hosted on the platform may be downloaded, reproduced or used on any device or in any place other than the website of SPAIN SELECT, unless the corresponding medium has been expressly authorised by SPAIN SELECT.
6. For security reasons, the use of frames or mechanisms that alter or change the design, the original configuration or the content of the website is not allowed.
7. In reference to hyperlinks, SPAIN SELECT may provide access to independent third-party websites that are directly related to advertising displayed and reproduced on the website or platform. Such websites are not the property of SPAIN SELECT and we shall not be held responsible for the contents and/or operation thereof.

Should you discover any content that is contrary to current legislation or that may be damaging for other users, we ask you to notify us as soon as possible at [legal@spain-select.com](mailto:legal@spain-select.com) or, if necessary, by post to Dpto. Jurídico, C/Almirante 9, 5º Dcha. 28004 Madrid.

### 8. ESCAPE CLAUSE

All the clauses and terms and conditions provided in these *Reservation Terms and Conditions* must be interpreted independently and separately and will not be affected by the other terms and conditions should any one thereof be declared NULL AND VOID by any final court decision. The parties hereto agree to replace the affected clause or clauses with another or other clauses in compliance with the parties' intents and purposes.

### 9. DISPUTE RESOLUTION

Spanish legislation shall be applied in any matter, legal or otherwise, that involves our website or any website depending thereon. The competent authorities for resolving such disputes that arise from or related to the use of this website will be the courts and tribunals of Madrid, Spain, and, where necessary, the court of arbitration on consumer affairs or similar bodies to which we subscribe when such dispute arises.

For the filing of claims related to the use of our services, please write to the e-mail or postal address given above. Where possible, the parties must seek an amicable solution in the first instance..

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Signature: SPAIN SELECT Representative]

\_\_\_\_\_  
[Signature: TENANT]