

## **General Terms and Conditions (GTC) - Mallorcahome, Suzanne Metz Mediation of private holiday properties**

I, Suzanne Metz, owner of Mallorcahome, hereinafter referred to as 'MH', offer on the internet pages of the domain [www.mallorcahome.info](http://www.mallorcahome.info), hereinafter referred to as 'internet pages', the mediation of rental contracts between the owners, landlords or managers of the holiday properties, hereinafter referred to as 'owners', and the registrants and possible fellow travellers, hereinafter referred to as 'tenants'.

MH states that the project is purely a brokerage activity for private holiday properties, not a service as a tour operator!

MH therefore only has the position of an intermediary between tenant and owner. MH does not offer any further services either via the Internet pages or in any other form. In the event of a booking, these intermediary and business terms and conditions, insofar as effective and not otherwise agreed in writing, become the content of the intermediary contract and also affect the contractual relationship between tenant and owner, which comes into force through the intermediary of MH.

### **1. Booking**

1.1 A booking always requires a written (by e-mail, Internet or fax) declaration of intent by the Hirer. The brokerage order is confirmed by MH by e-mail or fax on behalf of the owner and is based exclusively on the description of the holiday property on the Internet pages or on supplementary information by e-mail or fax. The brokerage (booking) is legally binding upon delivery (by e-mail or fax) of the brokerage order confirmation. MH reserves the right to withdraw from the brokerage order if the deposit is not paid in the time specified in the brokerage order confirmation. The booking is only valid for the registered period and the registered number of persons and pets.

1.2 Unless otherwise agreed, the rented property shall be occupied from 16:00 on the day of arrival. On the day of departure, the rented property must be vacated by 10:00 a.m. at the latest, unless otherwise agreed.

1.3 In case of a check-in or check-out between 22:00 and 07:00, an additional fee of 50 Euros will be charged, payable in cash on site to the respective caretakers. This also applies in the event of flight delays through no fault of your own.

### **2 Payments & Prices**

2.1 Before the start of the rental period, a commission fee (deposit) must be paid to MH. The deposit is shown on the booking confirmation and is 15-20% of the total price of the booking, depending on the holiday home booked. The deposit must be paid within 5 days, unless otherwise stated in the confirmation. For this purpose, the transfer voucher must be sent to MH by fax or e-mail within this period after the written declaration of intent. If the deposit or the transfer slip is not received by MH within this period, MH is entitled to withdraw from the contract on behalf of the owner and, if applicable, to claim cancellation costs. The down payment is not refundable.

For properties H2800 - H2810 a deposit of 30% is required, payable within 5 days of booking to the property management by bank transfer. The balance must also be paid to the property management 30 days prior to the arrival date.

2.2 The balance of the agreed sum is to be paid in full, deducting the deposit already paid (commission), either in cash when the keys are handed over on the day of arrival or must be transferred 4 weeks before arrival. This depends on the object booked and is determined by the owner upon confirmation. This can be changed afterwards by the owner.

2.3 The customer bears the costs for bank charges for bank transfers or PayPal fees.

### **2.4 Service package:**

Final cleaning, electricity, water, heating, towels, bed linen, check-in and check-out as well as on-site assistance by independent caretakers appointed by the owner.

Insofar as the payment of the total sum listed in the brokerage order confirmation has not been paid in full, there is no claim to the occupation of the holiday property or possibly other contractual services.

### **2.5 Last Minute Prices:**

The respective booking prices always apply to the prices displayed on the web at the time of booking. Mallorcahome reserves the right to publish last minute offers without prior notice and at its discretion. Consequently, the customer cannot claim any discounts or price reductions for the holiday home already booked after booking confirmation.

2.6 MH is authorised to collect on behalf of the respective owner for all payments to the respective owner(s). This also applies to deposits, cancellation payments, damage payments, etc..

### **3. deposit**

3.1 A deposit must be paid for each holiday home booked. This must either be paid in cash on the day of arrival at the briefing by the contact person on site or transferred in advance. This depends on the booked property. The amount of the deposit is stated in the booking confirmation. If the deposit has been paid in cash to the personal contact person on site, it will also be refunded in cash on the day of departure, provided that no damage has occurred.

3.2 In the case of bank transfers, the deposit will be refunded within 5-10 days after the date of departure, provided there is no damage and there are no points of dispute. The guest is liable for the full amount of any damage caused, if this exceeds the deposit.

### **4. right of withdrawal/cancellation**

4.1 In the event of cancellation by the Hirer, MH may charge these flat-rate cancellation fees on behalf of the Owner:

- From the time of booking until 91 days before the start of the rental . 25% of the rental amount.  
For properties H2800 - H2810: 30% of the rental amount
- From 90 - 61 days before the start of the rental period: 50% of the rental sum
- From 60 - 31 days before the start of the rental period: 75% of the rental amount
- From 30 days before the start of the rental period: 90% of the rental sum

#### **4.1.1.**

For the objects with the numbers H2900-H2919 the following cancellation conditions apply:

- From the time of booking until 31 days before the start of the rental: free cancellation possible
- From 30 days before the start of the rental period: 100% of the rental amount
- Cancellation free of charge is possible up to one day before arrival provided that one of the following conditions applies
  1. the airspace for aeroplanes to/from Mallorca is closed
  2. there is a mandatory quarantine in Mallorca or in the home country

#### **4.1.2.**

For the objects with the numbers H2920-H2930 the following cancellation conditions apply:

- From the time of booking until 61 days before the start of the rental full stop: Cancellation free of charge possible
- From 60 days before the start of the rental period: 100% of the rental amount
- Cancellation free of charge is possible up to one day before arrival provided that one of the following conditions applies
  1. the airspace for aeroplanes to/from Mallorca is closed
  2. there is a mandatory quarantine in Mallorca or in the home country

Special or special cancellation conditions, which differ from the above, will be agreed and noted separately in the booking confirmation, if applicable. They apply only to this particular booking and are not transferable to other bookings or rebooking dates. The down payment is not refundable.

### **COVID19-SPECIAL CANCELLATION CONDITIONS FOR BOOKINGS UNTIL 31.12.2021**

This regulation only applies to holiday properties booked until 22.07.2021 and marked with "COVID SPECIAL". Here a cancellation is possible free of charge up to 8 days before arrival, or a rebooking to a later date in the same property is possible until 31.12.2021, provided the following applies:

- \* There is an entry or exit ban for your booked period of time
- \* There is a quarantine obligation on Mallorca or in your home country for ALL travellers (including vaccinated persons).

Anyone who refuses to be vaccinated against the Corona virus is not entitled to the separate COVID-19 cancellation conditions.

From the 7th day before arrival, the regular cancellation conditions mentioned above apply. A travel warning or compulsory test is not considered a reason for cancellation. Existing bookings or changes to existing bookings are excluded from this. The deposit will be credited once in the event of a rebooking, but will not be refunded in the event of cancellation. Last minute offers are excluded from these special cancellation conditions; the regular cancellation periods and conditions apply here.

4.2 In the event of cancellation on the day of arrival or non-appearance (no-show), 90% of the rental sum and an expense allowance for the personal attendant for the preparation of the holiday property will also be charged. The expense allowance may amount to up to 90% of the accommodation price. The Hirer reserves the right to prove that the damage was less or did not occur.

MH reserves the right to charge a handling fee of no more than 30,00 EUROS if necessary. The agency fee (deposit) will not be refunded as a matter of principle.

Cancellation fees will only be charged for the nights not re-rented. The burden of proof of non-rental lies with the tenant.

When renting holiday flats or holiday homes, there is no 14-day right of cancellation! The contract begins when the agency order is sent (unless otherwise stated by MH).

In the event of premature termination of the trip on site, no refund of the travel price already paid will be granted.

In any case of cancellation, the hirer is entitled to present a replacement hirer who will take over the contract with all rights and obligations. If circumstances essential to the contract are not present with the replacement person or if contractual agreements are not met, the owner can refuse to take over the contract.

#### **4.3 Rebooking:**

In principle, a change of booking to another holiday property on the part of the tenant is only possible after prior cancellation of the contract at the above-mentioned cancellation fees and simultaneous booking of another holiday property. This also requires the consent of the respective owner. Any changes requested by the tenant after conclusion of the contract with regard to the booking period, booking duration and any additional services booked, such as baby cots, highchairs or extra beds, can only be implemented with the consent of the owner. There is no contractual or legal claim. If additional costs are incurred as a result of these change requests, MH will inform the tenant of this before the change is made. The additional costs are to be paid 100% by the tenant. MH reserves the right to charge a processing fee of 30 to 50 euros plus VAT for rebookings or booking changes. The first rebooking is usually free of charge, however, from the second rebooking onwards, corresponding fees will be charged in any case. If the total amount of the booking is less than 500 euros, the processing fee is 30 euros plus VAT; if the total amount of the booking is more than 500 euros, the fee is 50 euros plus VAT.

The same applies to rebookings within the same rental property already booked. Should the owner agree to a rebooking here, the respective seasonal prices of the new date apply.

4.4 If the use of the holiday property is not possible due to force majeure or if unforeseeable or unavoidable circumstances make this necessary, MH is entitled to terminate the contract on behalf of the owner. As an agent, MH can offer a replacement property, but is not obliged to do so. Should the Tenant accept the alternative property offered by MH, a new agency agreement is necessary. If the tenant rejects the alternative rental property

offered, payments already made will be refunded with a deduction for services rendered (e.g. deposit/brokerage fee).

4.5 If the tenant does not use or does not use in full contractual services which were made available to him in accordance with the contract, in particular as a result of late arrival and/or early departure due to illness or for other reasons for which the owner or MH is not responsible, the customer shall not be entitled to a pro rata refund. The owner will, however, pay back to the tenant any sums which he obtains from any other letting of the holiday property for the period.

4.6 MH, acting on behalf of the owner, may terminate the contract without notice even after occupancy has commenced:

- a. If the Hirer or a fellow traveller wilfully causes damage to the rented property.
- b. If the tenant or a fellow traveller does not comply with any existing house rules and unreasonably disturbs or endangers other persons.
- c. If the tenant fails to pay the contractually agreed balance of the rental price or to pay the agreed deposit on the day of arrival.
- d. If the tenant does not adhere to the contractually agreed conditions, e.g. pets despite a ban on pets, occupancy with more than the permitted and agreed number of persons. If the contract is terminated for the above reasons, the owner retains the right to the total price.

#### **5. damage and defects**

The tenant is obliged to report any damage occurring during his stay immediately after it has occurred, as described in point 6. notification of defects. The tenant is personally liable for any damage caused by him or his fellow travellers. The tenant is requested to check the inventory of the holiday property on arrival and, if there are any defects or faults, to report these immediately, also as described in point 6. notice of defects, so that remedial action can be taken. The tenant must be given the opportunity to remedy the situation and may not refuse to do so. If the notice of defects is culpably omitted, any claims of the tenant from the agency agreement against the owner shall lapse.

#### **6. Notice of defects.**

6.1 The personal contact persons are commissioned by the owner or his property management and are neither employed by MH nor do they have a direct contractual relationship with MH. In the event of discrepancies, MH must be informed of the facts by the Tenant. A notice of defects must be given as follows:

a. Immediately after the defect or damage has occurred or within 24 hours at the latest, the tenant must inform the personal contact person on site (supervisor) about the damage or defect. The first contact person for notifications of defects is NOT MH. If the personal contact person cannot be reached after several attempts of contact, only then MH is to be informed. It is advisable to record any defects in writing and to have them acknowledged by the caretaker.

b. In the case of minor damage and defects, the personal contact person will, after inspecting the defect or damage, immediately remedy it or suggest a short-term solution to the tenant. If the tenant does not agree with the measures taken by the personal contact to settle the damage or defect, he must immediately inform MH of his complaint in writing by e-mail or fax. If this is not possible, the tenant can use the complaint form of the personal contact person, which will be handed out on request. The personal contact person is in turn obliged to forward the complaint form to MH or the owner.

c. Insofar as damage or defects exceed the area of competence of the personal contact person, or if no agreement has previously been reached on the settlement of a defect or damage, one or more trusted persons from the owner will assess the defect or damage on site in the presence of the tenant and, if necessary, document it with photos, witness statements, etc. The tenant is obliged to submit the complaint form to MH or the owner.

6.2 The owner, or the caretaker acting on his behalf, is entitled to retain from the deposit the costs likely to be incurred to cover damage to the holiday property or its furnishings where there are reasonable grounds for believing that such damage has been caused by the tenant or any fellow travellers. MH has no rights or obligations to the Hirer in respect of the deposit.

## **7 Liability**

As a matter of principle, MH is not liable as an intermediary for damage to or defects in the holiday home booked. Legal claims must always be addressed directly to the owner.

### **7.1 Force majeure:**

No liability is accepted for the holiday property being affected by force majeure, such as strikes, war, earthquakes, power and water cuts customary in the country, severe storms, construction work in the vicinity of the holiday property and other events unforeseeable at the time of booking. Likewise, no liability can be assumed for the trouble-free operational readiness of electrical devices as well as facilities such as heating, lift, air-conditioning, pool, etc. The owner is entitled to withdraw from the contract in the event of force majeure. There is no entitlement to a refund of the agency fee/deposit already paid.

### **7.2 Internet:**

In some holiday homes an internet connection is listed. As the network operator on Majorca is not able to provide a permanent trouble-free operation of its services, a trouble-free operation cannot be guaranteed by the owner. Therefore, although the internet connection is stated as being available, it is generally not part of the contract. In the case of free internet connections in residential complexes, there is generally no liability on the part of the owner.

### **7.3 Construction work:**

In the event of neighbouring construction work at the rented property, the tenant must inform MH of this. Should there be an impairment due to construction noise for more than 4 hours per day, MH will try to offer you an alternative holiday home depending on the situation but is not obliged to do so. The alternative does not necessarily have to be of the same standard or size. If no alternative can be offered due to lack of availability, MH will endeavour to reach a reasonable agreement with the relevant owner. In this case, there is no entitlement to move out and reimbursement of the travel price.

**7.4 Use of property:** The use of the holiday property, including all associated outdoor facilities and equipment, is at your own risk. The owner and MH accept no liability in the event of accidents or theft. The tenant is responsible for the property, valuables and cash he/she brings with him/her.

**7.5 Prices:** All prices listed on the Mallorcahome website are only a seasonal price overview and do not represent a concrete offer. Please use our rental price calculator for a concrete offer, which you will find on the respective detail page of the object. However, we will also be happy to quote you a final price for the period you require on request.

7.6 As an agent, MH is not liable for any flight cancellations or other travel cancellation costs that were booked with a third-party provider.

## **8. equipment of the holiday properties**

8.1 The description of the holiday homes has been prepared to the best of our knowledge and according to the information provided by the owner or manager. The furnishing and equipment of the holiday properties shown and described in the pictures and in the detailed descriptions may vary under certain circumstances.

8.2 The pool season for unheated facilities is generally from 15.5. to 30.9. This period may vary, depending on the decision of the owners or the weather conditions, especially in residential complexes, and can be requested on request.

8.3 The holiday properties contained on the Internet pages are exclusively arranged for self-catering. Consumables such as firewood, food, drinking water, cleaning products, hygiene articles, etc. may be available in the holiday properties, but are not part of the contract.

8.4 It is the responsibility of the owner of the respective holiday property to make changes. These can also take place after the booking of a holiday property. MH is not liable for such changes.

## **9 Obligations of the tenant towards the owner and MH**

9.1 The rented holiday home may only be occupied by the number of persons stated. In the event of overcrowding, the owner is entitled to demand additional reasonable remuneration for the period of overcrowding and/or the excess persons must leave the holiday property without delay.

9.2 The Hirer may not carry out any structural or other changes in the holiday home or on the property belonging to it. This also includes moving furniture, moving furniture from the indoor area to the outdoor area or other changes in, on and around the holiday home. Likewise, the setting up of tents, caravans etc. on the property is not permitted.

9.3 Pets may only be brought into the holiday property if this is permitted in the description of the holiday property and confirmed by MH on behalf of the owner. The tenant is liable for any damage in and on the holiday property, also and in particular for soiling by excrement, urine, excessive hair contamination or vermin infestation by mites, fleas, etc.. Pets must always be kept away from beds, sofas and pools. MH reserves the right, on behalf of the owner, to charge an appropriate fee per day for pets.

9.4 In the case of residential complexes, the tenant must comply with the house rules applicable in each case and also observe any curfew hours for pool use in the communal complex and other communal facilities.

## **10. Jurisdiction and choice of law**

**As MH acts purely as an intermediary, any claims** on the part of the tenants are to be addressed directly to the owner.

### **11. final clause**

The invalidity of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions. An invalid provision shall be replaced by a valid provision which comes as close as possible to its economic content. The same applies to any loopholes in the contract. MH reserves the right to correct errors, in particular typing or calculation errors in written offers, confirmations and on the MH website. Deviations and ancillary agreements must be in writing.

No warning may be given without prior written notification to us. Should the content of our Internet pages violate applicable law or the rights of third parties (copyright, etc.), we will endeavour to remove this content immediately after a first brief written notification, which will be free of charge for us. Immediate recourse to legal authorities is therefore not necessary and will not be enforced by us. Therefore, we reject any legal costs arising from an initial notification. Should we also incur costs as a result of an unavoidable lawyer's appointment, we will also invoice you for these costs on the basis of this clause.

The place of jurisdiction is the registered office of Mallorcahome, Spain.