

# General conditions of use and rental

## 1. Introduction

This document contains the general conditions applicable to villa rental services purchased from Abahana Villas for accommodation in both properties which are exclusively managed by the company and in others where it merely provides support services to the owners offering their properties as holiday accommodation.

The general conditions for booking villas, which are detailed below, form an integral part of the contract between the guest (hereinafter the “guest”, “you”, “your” or “yours”) and *ABAHANA VILLAS SLU. CIF (Tax ID): B53977450, legally registered with the Valencian Tourist Board. No. EGV625A, Ctra. Moraira-Calpe Nº 193 Ptda Moravit. 03724 Teulada-Moraira - ALICANTE - SPAIN* Tel: [+34 965 87 45 40](tel:+34965874540); Email: [info@abahanavillas.com](mailto:info@abahanavillas.com) (hereinafter, “Abahana Villas”, “our” or “we”). Therefore, by signing this agreement you are agreeing to these conditions in their entirety, regardless of the media you use to make your booking: the Abahana Villas telephone booking centre, the Abahana Villas website ([www.abahanavillas.com](http://www.abahanavillas.com)), or third-party booking centres or websites of other agencies or tour operators with which Abahana Villas has agreements.

## 2. Rates

The published rates for our portfolio of rental villas, houses and apartments will always be expressed as daily and weekly rates as applicable to the individual properties appearing on our website.

The rates published for daily or weekly rental vary according to the week chosen and may include discounts or other special offers. These rates are clearly specified in the details of each villa on our website, [www.abahanavillas.com](http://www.abahanavillas.com). The rates, the minimum stay, and the arrival days may vary depending on the season, so we recommend searching by dates on our website.

The rates include the use of the accommodation, whatever taxes may apply to it (VAT, local taxes, community and tourist taxes, if any), water, energy costs, management fees, pool and garden

maintenance and final and intermediate cleaning of the villa on a regular basis. Intermediate cleaning will be included in those stays where the booking is for longer than ONE (1) week and will be offered personally to guests during the courtesy visit made by Abahana Villas every week.

Potential extra costs arising from the request of additional items not included in the villa, such as extra beds, fans, cots and high chairs, in addition to surcharges due to the accommodation of pets in the villa, etc., are not included in the rental rate, unless specifically indicated in the details of the property booked on the Abahana Villas website.

## **3. Booking and payment conditions**

### **3.1. Purpose of the contract**

The booking and the contract are solely for tourism purposes, not for the purposes of business, the staging of events, advertising activities or activities of any other kind. We therefore decline all liability to companies or individuals for damages incurred such as loss of earnings or any activity other than tourism purposes.

### **3.2. Booking methods**

Bookings can be made by telephone, email or through the website [www.abahanavillas.com](http://www.abahanavillas.com). This notwithstanding, bookings only become binding when Abahana Villas receives the initial payment on account from the occupant.

### **3.3. Method of payment**

Payments can be made by bank transfer or bank card (credit or debit, with the exception of American Express). Bank cheques, traveller's cheques and cash are not accepted.

### **3.4. Price**

Abahana Villas offers rates with different prices and cancellation conditions. During the booking process, the guest will be able to choose the rate they wish, undertaking to respect the price and the cancellation policy of the same. The guest has a period of THREE (3) days to contact the bookings department of Abahana Villas and request rectification of the type of rate chosen (Tel [+34 965 87 45 40](tel:+34965874540); Email: [info@abahanavillas.com](mailto:info@abahanavillas.com)). Once this period has elapsed, no changes may be made to the chosen rate.

### **3.5. Payment plans**

We offer you several options for paying by instalments.

**3.5.1. Payment 10% - 90%:** An initial 10% payment on booking and the remaining 90% at least 31 days before arrival.

**3.5.2. Payment 50% - 50%:** An initial 50% payment on booking and the remaining 50% at least 7 days before arrival.

**3.5.3. Monthly:** First instalment when booking, followed by monthly instalments (the date of the monthly payments is calculated on the basis of the day of arrival). You will make the final payment at least 7 days before arrival.

**3.5.4. One-time payment:** You can pay the full amount when you make the booking.

### **3.6. Availability of payment plans**

The choice of payment plans indicated above is conditioned by the number of days between the date the booking is made and the actual start of the stay:

**3.6.1. If the booking is made more than 180 days (6 months) in advance of the arrival day:** Only the options provided for in 3.5.1, 3.5.3 and 3.5.4 above may be chosen.

**3.6.2. If the booking is made between 180 days (6 months) and 31 days (1 month) in advance:** Only the options provided for in 3.5.1 and 3.5.4 above may be chosen.

**3.6.3. If the booking is made between 30 days and 7 days in advance:** Only the options provided for in 3.5.2 and 3.5.4 above may be chosen.

**3.6.4. If the booking is made less than 7 days in advance:** Only payment option 3.5.4 is available.

### **3.7. Payment terms**

The payment terms will be indicated in the booking confirmation and in no case will it be possible to hand over the keys without Abahana Villas having received the full amount of the booking. If you pay by bank transfer and if the full amount has not been received at the time of arrival, the amount overdue will be blocked on your credit card, as well as the security deposit (See "6. Security deposit"). This amount will be released once payment has been received. If the outstanding amount is not received, the full amount of the deposit withheld as security for such payment will be collected. If you do not have a credit card, the amount overdue will be charged to your debit card, and once the transfer has been received, this amount will be returned.

### **3.8. Booking cancellation on the grounds of breach of the payment conditions**

Once more than 3 working days have passed after a deadline for payment, the booking will automatically be cancelled. Abahana Villas undertakes to send the occupant non-payment reminders and notification of imminent cancellation by email, to prevent non-payment as a result of forgetfulness.

### **3.9. Extending your stay**

If you wish to extend your stay in the villa you have booked, arriving before or leaving after the date you initially indicated, you may put this request to Abahana Villas' bookings department or modify your stay in the user area on our website [www.abahanavillas.com](http://www.abahanavillas.com), provided that the villa booked is available for the dates required. You will be charged for the extra nights at the pre-established rate for the period in question, taking advantage of special offers or discounts should these apply.

### **3.10. Cutting short your stay**

If you decide to cut short your stay for any reason, you will not be entitled to any type of reimbursement, because your stay is booked as a unit and is subject to the number of nights stated in the contract.

### **3.11. Request by occupant to change villa**

The change of villa in a confirmed booking is not allowed, except in the cases described in clause 11.

### **3.12. Request by occupant to change dates**

If you wish to stay the same number of nights in the villa that you booked, but you wish to bring forward the dates you initially chose, the following conditions must be complied with.

**3.12.1.** If you wish to bring forward the dates of your stay and the villa is available, the change can be processed if you respect the restrictions of the villa in question. If this leads to an increase in the amount payable for the booking, you will be obliged to pay this before the start of your stay. Under no circumstances will there be a reduction in the amount payable for the initial booking, nor will any part of the amount paid be refunded.

**3.12.2.** If you wish to divide the nights of your stay into two or more periods and the villa is available, Abahana Villas will consider your request, but will reserve the right to reject it. Should it be accepted, each period will have to comply with the minimum stay requirements and will be treated individually as a change of dates. Each period will be treated as a booking and the conditions of point a. in the "request by occupant to change dates" section will apply. Furthermore, the occupant will have to pay the administration charges corresponding to this modification.

### **3.13. No-shows**

Forty-eight (48) hours after the start of the stay, if you do not come to our offices or you do not show up on the date on which you have informed us you will arrive, the booking will be deemed cancelled and you will not be entitled to a discount or to a refund on the total booking price.

## **4. Rate types and cancellation conditions**

Penalties for cancellation depend on the means of booking and the type of rate.

### **4.1. Booking methods**

Guests who have booked through an agency or a tour operator must adhere to the cancellation conditions specified by that intermediary.

If the booking has been made directly with Abahana Villas, the cancellation policy will depend on the type of rate chosen by the guest.

### **4.2. Rate type**

#### **4.2.1. Best price**

Except in cases covered by our cancellation policy such as specific official restrictions, which are eligible for a full refund of the amount paid, a non-refundable cancellation policy applies.

#### **4.2.2. Flexible rate**

In case of cancellation up to FOURTEEN (14) days prior to arrival, regardless of the reason, the booking holder receives a voucher for the total amount paid, redeemable on any other stay without villa limitation. Vouchers will expire on 31 December of the year following the date of cancellation of the original booking.

In addition, you may obtain a full refund of the amount paid provided that the reason for your cancellation is covered by our cancellation policy due to specific official restrictions.

#### **4.2.3. Maximum security**

In the event of cancellation up to FOURTEEN (14) days prior to arrival, regardless of the reason, the booking holder may choose between a refund of the amount paid minus the cancellation fee (8% of the total amount of the booking) or a voucher for 100% of the amount paid.

In addition, you may obtain a full refund of the amount paid provided that the reason for your cancellation is covered by our cancellation policy due to specific official restrictions.

## **5. Cancellation policy due to specific official restriction**

Abahana Villas will reimburse the full amount paid, in any of its rates, if the contracted stay cannot take place for any of the following reasons:

- Quarantine of at least SEVEN (7) days to enter Spain.
- Temporary closing of borders (border of exit from the country of origin or entry into Spain).
- Perimeter closure preventing entry into the Valencian Community.
- Sectoral closure (prohibition of holiday home rentals in Spain or in the province of Alicante).

Cancellation window due to specific official restrictions: Between FOURTEEN (14) and SEVEN (7) days prior to the date of arrival or the day prior to arrival if the reason for cancellation occurs during the last SEVEN (7) days prior to arrival.

## **6. Security deposit**

The booking includes a deposit to guarantee the correct use and care of the furnishings, equipment and respect for the conditions of use and departure. Said amount will be withheld from a guest's credit card on the day of arrival and will not be effectively debited from the guest's account, unless there is a breach of the departure conditions and/or conditions of use of the villa. If the guest does not have a credit card, the amount of the deposit will be charged on a debit card of the same

The security deposit will be released or refunded one week after the end of the stay, provided that the accommodation has been checked to ensure there is no damage.

## **7. Specific conditions for long-term booking**

Long-term bookings are those whose duration is longer than SIXTY (60) nights and whose cost has been established according to the monthly rates indicated in the "Long-Term" section of the contracted villa's web page.

### **7.1. Price of long-term bookings**

Guests who have booked through an agency or a tour operator must adhere to the conditions specified by that intermediary. Monthly rental rates published for long-term stays may vary depending on the month chosen. No discounts are available. Please contact our our Bookings Team ([+34 965 87 45 40](tel:+34965874540) - [info@abahanavillas.com](mailto:info@abahanavillas.com)) for detailed information about the specific conditions of long-term bookings.

## 8. Arrival at the villa

Abahana Villas has two reception and permanent customer service locations from Monday to Sunday called Check-In Offices, whose addresses and contact telephone numbers are as follows:

### Calpe Check-In Office

Avenida Jaime I El Conquistador, 31  
03710 Calpe (Alicante)  
Tel.: [+34 965 83 82 33](tel:+34965838233)

### Moraira Check-In Office

Carretera Moraira a Calpe, 306  
Centro Comercial Moravit  
03724 Moraira (Alicante)  
Tel.: [+34 965 59 56 15](tel:+34965595615)

You may check in from 5.00 pm onwards. When you arrive, you must already have paid the full amount corresponding to the booking, including any extras, before you can pick up the keys from the corresponding Check-in Office (address, date and time specified in the booking confirmation).

The keys cannot be collected from any office other than the one indicated in the booking. Under no circumstances will you be able to go straight to the villa, since before you are allowed to enter, it is imperative that our cleaning team has completed its work and a quality control inspection has been carried out. For security reasons, cleaning crews are not authorized to let guests into the villa if check-in has not been completed.

In the event that the guest arrives after the time indicated in the contract, they must contact Abahana Villas to arrange handover of keys (Late Check-In). Once the guest has completed check-in, and the deposit corresponding to their stay has been blocked, they will be given a set of keys for the villa booked.

## **9. Departure from the villa**

You must vacate the villa before 10.00 am and the set of keys must be returned to the same Check-in Office from which it was collected. If you have not left the villa by the time indicated, Abahana Villas may apply an extra charge of up to 1 day's rental, since this delay seriously affects our cleaning and quality control procedures.

If any serious damage is identified or any valuable items are found to be missing from the property after your departure, you will be charged in order to cover the cost of this damage, up to the limit established as a security deposit. Once your card has been debited to compensate for the breach of the contractual obligations, Abahana Villas will contact you to explain why the additional amounts have been charged. If the damage you have caused is not covered by the security deposit, then you will be notified by email or by telephone. If we are unable to come to an agreement, we will take steps to recover the cost through the relevant legal channels as defined in Clause 14.

## **10. Conditions of use**

### **10.1. Guest responsibility**

When you book accommodation for other occupants (in addition to yourself), you become liable for the total rental price and for any damage caused by their behaviour and by the behaviour of all the others who occupy the rented accommodation. Nevertheless, legal responsibility falls on all the occupants of the villa, to whom a claim may be made for the total damage caused by the group regardless of which person actually caused said damage.

### **10.2. Maximum number of occupants**

The booking is valid for the maximum number of occupants stated on the booking form and in the contract. Use of the accommodation by more than the specified number of occupants is not permitted. If you exceed the maximum number of occupants, the rental agreement may be terminated and you will lose your security deposit. In this case, any payments you have made will not be refunded and you will be liable to pay the total rental cost.

### **10.3. Celebrations or parties**

Celebrations and parties may not be held in the villa rented under any circumstances. If the guest invites anyone who is not included in the booking to the villa, the number of persons on the premises must never exceed the maximum number of occupants permitted in the property. The time restrictions (quiet times) and rules applicable to each location must always be observed, as



must the right to a cordial, peaceful coexistence of the occupants of the homes surrounding the villa booked.

In case of a breach of clauses 10.2 and/or 10.3, Abahana Villas reserves the right to cancel the booking immediately and the guest will have no right to reimbursement of the total amount of the booking (regardless of whether this has been paid in full). The guest must be notified in writing by any means that provides evidence of receipt (email to the person who made the booking, text message to the telephone number provided, etc.). If Abahana Villas exercises this right, the guests of the villa will forfeit the right to use the accommodation and must vacate the property when told to do so.

If the guest refuses to vacate the villa when told to do so by Abahana Villas, the latter will apply a penalty equivalent to double the daily price of the villa booked for every day he or she remains occupies the property improperly.

In addition, the guest or guests of the villa will be liable for all damage caused to the villa as a result of celebrations or parties. The guest or guests will also be liable for the total cost of repairing any damage regardless of who has caused them.

Companies and individuals are strictly prohibited from organising and holding celebrations, events and/or parties, regardless of the number of attendees, and breach of this prohibition will lead to the application of the penalties described in the paragraphs above.

#### **10.4. Smoking inside the property is forbidden**

Smoking is only permitted outside the villas.

#### **10.5. Pets**

To accommodate pets in one of our villas, guests must first make sure that the property they have chosen is pet friendly. This information can be found on the website of the villa in question and can also be obtained by contacting our bookings department ([+34 965 87 45 40](tel:+34965874540) - [info@abahanavillas.com](mailto:info@abahanavillas.com)).

Each pet must be included in the booking and costs an additional €50 each. In the event that Abahana Villas or its suppliers verify that the guest has introduced one or more pets during the stay without including them in their booking and without them being allowed in the villa, Abahana Villas is authorized to proceed to the automatic cancellation of the stay, and the guest must vacate the villa within a deadline of EIGHT (8) hours. In the case of villas where pets are permitted, Abahana Villas will not require you to vacate the property, however, you may be charged a penalty of up to three times the established rate for pets.

## **10.6. Access to the property**

During the stay, the accommodation is exclusively for your use. However, you are required to provide access to staff of Abahana Villas or any of its suppliers during your stay to verify your compliance with your obligations as described in this document, to perform intermediate cleaning (in the event of stays of more than ONE (1) week), to clean the swimming pool and maintain the garden and make any repairs or to perform other tasks deriving from incidents occurring on the property during your stay. In any case, the staff at Abahana Villas will ring the doorbell or knock twice before entering the villa and will only use the key if you do not answer the door.

## **10.7. Threats or reasonable doubts about serious damage to property**

Abahana Villas reserves the right to annul or cancel the rental if there are threats or reasonable suspicion that you will cause serious damage to the property. If you breach these conditions of use and/or the departure conditions, we will automatically terminate the booking and you will lose your security deposit.

## **10.8. Energy**

The cost of electricity consumption is included in the rental of our villas, and the rate is established on the basis of a maximum daily consumption of 15kWh/person. All occupants are urged to make responsible and reasonable use of heating, air conditioning equipment and energy in general. We remind you of the importance of turning off the lights and especially the air conditioning when the villa is not occupied.

## **10.9. Cleaning costs**

The end-of-stay and intermediate cleaning costs (in the case of stays of more than ONE (1) week) are included in the price of the booking and are governed by the provisions of clause VIII of the general conditions.

## **10.10. Keys to the property**

You will be handed a full set of keys to the property on arrival. Additional sets of keys will not be provided.

## **10.11. Additional Services**

Guests can contact the bookings department to get advice, book or contract various supplementary services for their stay, such as:

- Additional equipment (extra beds, cribs, high chairs, fans, pool towels, and bathrobes)
- Laundry and dry cleaning
- Special cleaning

- Luggage storage
- Security Service
- Car, motorcycle and bicycle rentals
- Airport transfers and taxi bookings
- Leisure bookings (theme parks, restaurants, excursions, spas, massages, event ticket bookings, etc.)
- Babysitting service and Chefs
- Delivery of fresh produce
- Booking work rooms at our Headquarters

We recommend that you contact us well in advance to ensure the availability of these services from the beginning of your stay or during the course of your stay.

Abahana Villas will provide the guest with an informative brochure detailing these services and how to contract them.

## **11. Changes to bookings or cancellation by Abahana Villas due to unforeseeable circumstances**

Abahana Villas reserves the right to substitute the accommodation you book with similar accommodation in the event of a serious unforeseen event which makes it impossible for you to stay in the accommodation booked. If it is not possible to accommodate you in a similar property or the accommodation proposed is not to your liking, you will be offered alternative dates or your booking will be cancelled and the entire amount you have paid will be refunded to you.

## **12. Benefits and liabilities**

With the exception of typos, the information describing the accommodation offered is given in good faith based on inspections of the properties and the property owners' statements. Abahana Villas undertakes that the accommodation is as described in its general conditions, although you understand and accept that there may be occasional changes to the contents as a consequence of their regular use, such as different electrical appliances, outdoor furniture or decorative items, which are replaced periodically.

Abahana Villas declines all liability for any changes affecting the accommodation or its surroundings which are not controlled directly by Abahana Villas. You specifically accept that you are not entitled to claim any compensation on the grounds of any of the following anomalies which are unforeseeable and cannot be prevented by Abahana Villas.

Abahana Villas will not be liable for possible errors in the descriptions of the properties made by tour operators or third party travel agencies. Once you have booked with a tour operator or travel agency, you must check the exact description of the property on the website of Abahana Villas, the party ultimately responsible for your stay.

## **12.1. Works**

In general, the properties are privately owned by a number of different individuals, and they are usually situated in large residential areas. Therefore, it may be the case that there is unexpected building work in progress in the surrounding area. This building work is usually carried out by property owners, building contractors or governmental organisations with whom Abahana Villas has no relationship, so Abahana Villas has no control over this work. Therefore, when booking the accommodation, you understand and accept that neither Abahana Villas nor the property owners are liable for any nuisance caused by building work which is not carried out by the Supplier of the accommodation.

## **12.2. Satellite/cable TV**

If the description states that there is satellite or cable TV in the property, this does not necessarily mean that it is possible to receive all the channels you would like. Property owners, most of whom are foreign, have decoders which do not necessarily receive all international channels, but just a selection of these.

## **12.3. Water, electricity and Internet**

In the event of occasional water, electricity and/or internet outages by municipal, regional authorities and/or service providers, the guest assumes that neither Abahana Villas nor the owner of the villa shall have any liability for any inconvenience or damage caused by such limitations.

## **12.4. Accidents and theft**

Neither Abahana Villas nor the property owner accept liability for any loss, damage or injury (injuries, illness, death, material damage or theft) sustained by you or your companions during your stay. By booking the accommodation you accept that you are responsible for the safety and security of your own belongings and you understand that you may not hold Abahana Villas or the owner of the villa liable for any such incidents. To minimise the potential risks, you are urged to take particular care when using the cooker and the swimming pool areas, which pose additional

risks to occupants. Please ensure that you correctly close and lock all the doors and windows of the property. These recommendations are particularly relevant when there are children and/or elderly people among the occupants.

## 13. Suggestions and incidents

Abahana Villas has a preventive and corrective system for dealing with incidents occurring during the winter months, as well as a weekly inspection system which monitors specific control points on the property. These procedures are designed to prevent and/or to detect the great majority of incidents in our property portfolio in order to ensure that you have an unforgettable stay. We would also be grateful if you would notify us by telephone or email [info@abahanavillas.com](mailto:info@abahanavillas.com) or at our check-in offices of any incidents or suggestions which may not have had a significant impact on your stay, but which will help us to continue to improve services provided to customers.

Notwithstanding our quality and customer service policy, because our accommodation is fully booked during the summer, some incidents may not have been detected in the accommodation you have booked. Please notify us of any such issues during the first 48 hours of your stay via our email [info@abahanavillas.com](mailto:info@abahanavillas.com) to enable us to resolve the issue as quickly as possible, with the minimum impact on your stay. If you do not notify us of any issues within the first 48 hours, you will lose the right to complain about any defects you detected on arrival. We need you to notify us of such incidents to ensure that you are not held responsible for any breakages or damage caused by previous occupants that were not detected by our team during the inspection prior to your arrival.

It is important that you, as the occupant, agree and understand that some incidents naturally arise as a result of wear and tear on the property, and that on some occasions these are impossible to anticipate (for example, septic tank problems, boiler problems, broken taps, electrical faults, etc.); other incidents may be beyond our control (for example, general power cuts, building work in the surrounding area, noise from neighbours or animals, insect problems, etc.).

We at Abahana Villas will in any case do everything within our means to resolve or minimise the impact of any incidents occurring during your stay. This notwithstanding, by booking your stay you agree that Abahana Villas shall be responsible solely for matters over which it has control and a real capacity to resolve during your stay, and that certain events, particularly during the high season, may take longer to resolve than you might wish, because they require assistance from specialised suppliers whose availability is not guaranteed.

We would kindly ask you to assist us in detecting any issues and to report these as accurately as possible; please inform our team politely and with a constructive attitude, bearing in mind that they are committed to doing everything they can to resolve the problem but in order to do so, they need your assistance and respect.

Incidents must be reported by telephone (+[34 965 87 45 40](tel:+34965874540)) or by email to [info@abahanavillas.com](mailto:info@abahanavillas.com), not through third parties.

If the incident is not satisfactorily resolved within 48 hours of you reporting it by telephone, you may lodge a complaint by sending an email to [info@abahanavillas.com](mailto:info@abahanavillas.com). If you move to alternative accommodation provided by Abahana Villas or you leave the property early without notifying Abahana Villas, you will no longer be entitled to receive any compensation that might be applicable.

## 14. Validity and contractual term

The contractual relationship is subject to Spanish law and to the Courts and Tribunals of Denia (Alicante) for any complaints or disputes that may arise between the parties in connection with stays in our accommodation.

## 15. Data Protection

Pursuant to Organic Law 15/1999, on the protection of personal data, you are informed that your data will be incorporated into an automated file of guests by this company, for the purposes of its business relationship and subsequent information, and that your data may be transferred to other third parties in the cases provided by law, such as financial auditors, competent government agencies for reasons of control, registration and inspection and notaries public in the case of elevation to public document.

You are also informed that you may exercise your rights to access, rectification, erasure, data portability, restriction on data processing or objection to the processing of your data, as well as withdraw your consent, by writing to ABAHANA VILLAS S.L.U. at the following address: Ctra. Moraira-Calpe Nº 193. Ptda Moravit. 03724 Teulada-Moraira - ALICANTE - SPAIN, providing a photocopy (both sides) of your ID card or alternatively, sending the scanned documentation to the following email address: [info@abahanavillas.com](mailto:info@abahanavillas.com).

In addition, you may exercise your right to file a complaint with the Agencia Española de Protección de Datos (Spanish Data Protection Agency) C/ Jorge Juan, 6, 28001 Madrid, [+34 901 100 099](tel:+34901100099) - [+34 912 663 517](tel:+34912663517) ([www.agpd.es](http://www.agpd.es)), in particular, if you consider that your data protection regulations have been violated or if you have not obtained satisfaction from Abahana Villas in the exercise of your rights.