**GENERAL CONDITIONS of Administration Villa Blau Mar**

**Purpose of the Lease**
Villa Blau Mar, located at: Spain, 43892, Miami Playa, Paseo Marítimo 44.

**Security Deposit**
The reservation holder agrees to pay a security deposit of 600 (six hundred) euros to the bank account specified in the receipt. The deposit will be refunded to the account specified by the reservation holder within 7-10 days after check-out, provided that no damages have been detected and no accommodation rules have been violated. Any repair costs caused by the reservation holder will be deducted from the deposit.

**Services Included in the Price**
• Internet access;
• Air conditioning;
• Bed linen;
• Bath/beach towels.

**Services Not Included in the Price**
• Final cleaning: 180 euros per reservation;
• Tourist tax: 1.1 euros per person per night (children under 16 are exempt);
• Security deposit: 600 euros per reservation.

**Additional Notes**
• The villa is not rented to groups of young people under 30 years old.
• Smoking is not allowed.
• Pets are not allowed.

**Booking Conditions**

• **Cancellation Policy**: Full refund for cancellations made up to 60 days before arrival. If the reservation is canceled 59-30 days before arrival, only half of the amount will be refunded. If you cancel when there is less time left, no refund will be issued.
• **High season**: From 29/04/2024 to 30/09/2024, the minimum booking period is one week.
• **Low season**: The booking conditions change. You can book for a shorter period. Please contact us to coordinate your accommodation.

**Booking**
You can book Villa Blau Mar:
• Whatsapp: +34 634 319 177, Website: [blau-mar.es](https://blau-mar.es/en/inicio_en/)
• Customer Service Hours: Monday, Tuesday, Wednesday, Friday from 10:00 to 17:00, Thursday from 14:00 to 17:00.

**Payment**
• BANK TRANSFER. A payment receipt must be provided within 4 days. The administration does not cover the operation costs. If we do not receive the payment proof, the reservation will be automatically canceled.

**Arrival/Check-in**

• High season: Check-in and check-out on Saturdays: Check-in time: from 16:00, check-out time: before 10:00.
• In low season, the check-in and check-out times may change. Please contact us to coordinate your accommodation.
• Pets are not allowed.
• It is mandatory to complete the online registration at least 5 days before arrival. You must provide the details of all occupants (including children). If guests are not registered, according to Spanish law, we will not be able to grant access to the villa. In this case, the payment for the reservation will not be refunded.
• Villa Blau Mar is equipped with electronic access via a code, which will be sent to you two days before your arrival along with instructions for accessing the villa. If necessary, due to guest-related issues, direct intervention by Villa Blau Mar staff (such as organizing access to the villa outside of working hours or completing the check-in that was not done in advance) will incur an additional cost of €100.

**Departure/Check-out**

• The latest check-out time is by 10:00. If you wish to check out later, please consult with our staff regarding the possibility of a late departure and the additional charge this may incur. It is subject to availability until the day before the scheduled departure.
• The door must be closed, and all keys should be left in the smart box located at the villa entrance.
• The accommodation should be left in the same condition as on the arrival day: clean and tidy, with furniture in place, dishes cleaned and put away, and no trash or food/products left behind. All waste should be disposed of in the street bins. If these rules are not followed, deductions may be made from the security deposit.

**Behavior and Rules in the Accommodation**

The person making the reservation is responsible for the proper behavior of all occupants. Subletting, sharing, transferring, reselling, or using the accommodation in any other way for commercial purposes is not allowed.
Our accommodations are located within residential buildings and areas, so the following general rules and regulations must be followed. Failure to comply with these rules may result in the full or partial retention of the deposit, including eviction without compensation. According to Article 39 bis of Law 13/2002, of June 21, on Tourism, the agency may prevent users from staying in the accommodation if they violate the internal regulations, the general rules of coexistence, or hygiene standards.

• The maximum occupancy of the Villa (including children) may never exceed 10 people.
• Respect resting hours: from 22:00 to 9:00, making noise or disturbing the tranquility of the neighbors is prohibited. During these hours, any type of noise or music is strictly forbidden.
• Internet connection via WIFI is a service provided by the company free of charge for activities that do not consume a large amount of data. This service has not been considered when setting the reservation price, so no claims can be made due to speed issues or lack of connection.
• The tenant is responsible for paying for lost keys and covering the additional costs of replacing the lock. Losing or forgetting the keys inside the house, which requires our staff to open or inspect, will incur an additional charge. If a professional locksmith is needed, the tenant will also pay the full cost.
• The use of water, electricity, and air conditioning should be measured and rational. When the air conditioning is on, doors and windows must remain closed.
• Children must always be accompanied and under the responsibility of an adult. The administration is never responsible in case of accidents.
• Before entering the private pool, you must shower. The use of shampoos, soaps, and other products in the pool/shower is prohibited. It is not allowed to stick objects such as umbrellas, awnings, tarps, etc., into the grass.

**Booking Cancellations**
• Cancellations must be communicated by email from the reservation holder to the email address: fedepelix@gmail.com.
• Full refund for cancellations made up to 60 days before arrival. If the reservation is canceled 59-30 days before arrival, only half of the amount will be refunded. If canceled with less time remaining, no refund will be given.
• In case of an unexpected early departure before the end of the stay, no refund will be issued.
• The administration assumes no responsibility for possible losses caused by the lack of passports, visas, and necessary travel documentation (including transport tickets). It is recommended to consult with embassies, consulates, and/or visa offices of the countries you plan to visit. It is the guest’s responsibility to obtain the necessary travel documents.
These conditions are part of the exclusions to the right of withdrawal as outlined in Articles 101, 97.1.i, and 103 of Royal Legislative Decree 1/2007, of November 16.

**Booking Modifications**
• The reservation holder may change the reservation if possible and/or authorized by the Administration.
• Changes must be notified by email to fedepelix@gmail.com.
• Changes are not accepted for reservations made with special rates or offers, and are only valid for the current season’s dates. Any change to a reservation will generate a price difference, if applicable, plus a change fee of 19 EUR.

**Substitution or Cancellation by the ADMINISTRATION**

• In case of force majeure or exceptional circumstances, the Administration reserves the right to substitute the booked accommodation with another of similar or better characteristics, subject to availability, or to terminate the contract by refunding the full amount paid.
• If the guests are under 30 years old and the reservation has not been approved by the Administration through specific and explicit permission, the contract will be canceled without refund. The property description states that group bookings of young people are not accepted.
• The administration reserves the right not to accept reservations (or in exceptional cases, to cancel them) for any reason, without the need for any justification. If a reservation is rejected or canceled by the Administration after the corresponding payment has been made, the amount paid will be refunded.

**Claims**

Any damage or incident found upon arrival at the property must be reported to the Administration within a maximum of 24 hours from arrival. After this 24-hour period, any damage to the property will be the responsibility of the tenant and will be deducted from their deposit.
If you encounter any issues that may have a lasting or significant impact on your enjoyment of the holiday, you should notify our Administration in writing at fedepelix@gmail.com as soon as possible.
The ADMINISTRATION must be given the opportunity to resolve any issues that arise during the stay, and the tenant must consider the local conditions and allow a reasonable time to fix the issue. Generally, a reasonable period of 24-48 hours after reporting an incident is allowed, depending on its severity, and claims for compensation will not be accepted until this time has passed.
Any claims made to the Administration after the departure date will not be addressed under any circumstances, as we understand that the guest accepted the accommodation because they did not report the issue within the required time frame and/or chose to stay in the accommodation.
The tenant expressly authorizes the Administration staff and those responsible for maintenance and cleaning to access the accommodation in their presence or absence, with the necessary technical staff as needed, and to make any necessary repairs. Any actions taken by our staff during the stay due to misuse or negligence by the guest may result in additional charges, which will be withheld from the deposit. The tenant accepts these conditions and expressly agrees not to file any claims for damages that may arise due to spontaneous or accidental malfunctions during their stay at the accommodation.
The photographs used on our website are not contractual, and some items (sunbeds, barbecues, decorations, etc.) may vary or may not be available for use in the accommodation upon arrival. Differences between the description and photographs on the website and the actual features found at the property will not be grounds for cancellation, refund, or other claims.

**ADMINISTRATION IS NOT RESPONSIBLE IN THE FOLLOWING CASES:**

• Negligence or omission of services provided by third parties and their fault. Theft, damage, or destruction caused by third parties.
• Fire, explosion, flood, or power outage. Water, electricity, and internet outages are not common, but municipal and/or regional authorities may temporarily close or limit distribution for various reasons. In no case will the ADMINISTRATION of the accommodation be held responsible for any inconvenience or damage caused.
• Construction or works near a recreational facility, or noise from sports facilities or third parties such as restaurants, bars, or nightclubs. We have no control over such incidents and do not receive prior notice of when they will occur.
• The ADMINISTRATION is not responsible for any direct or indirect damage of any kind, including but not limited to damage caused by misuse by the tenant, fire, theft, accidents, weather conditions, or other causes. The proper use and enjoyment of the accommodation’s facilities and associated services remains the sole responsibility of the tenant at all times.
Due to unforeseen emergencies (such as COVID-19), property communities and establishments may take measures to ensure the safety of clients and staff. For this reason, some services and functions may be limited or unavailable. The ADMINISTRATION will never be held responsible for any omission or limitation of these services.
In this regard, the ADMINISTRATION recommends purchasing travel insurance to cover any unforeseen circumstances during your holiday, and it is your responsibility to ensure that the insurance coverage you purchase is appropriate and sufficient for your needs. If you choose to travel without adequate insurance coverage, we will not be responsible for any loss, whether it arises or not, that would have been covered by insurance.

**Legal Notice and Privacy Policy**

Company: FEDEPELIZ SL
CIF: B55700843
Address: Spain, 43892, C/ República Argentina, 28, Mont Roig del Camp (Tarragona)
Email: fedepelix@gmail.com
Website: [blau-mar.es](https://blau-mar.es/en/inicio_en/)

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**Personal Data Protection**

In accordance with the provisions of Organic Law 15/1999 of December 13, on the protection of personal data, the signatories are informed that their personal data will be incorporated and processed in the files owned by the Administrator or Agency, for the purpose of formalizing this contract, billing the fees, and, if applicable, later performing tasks related to property management activities. The tenants expressly authorize the landlord and the Administrator to transfer their identification data, address, phone number, and bank account details to insurance companies, service providers, and other relevant entities, as well as to provide the tenants’ phone numbers to the maintenance workers responsible for property upkeep.

The personal data provided by the Tenant during the contractual relationship will be processed by the Owner in order to manage the rental agreement and based on this contractual relationship. The Owner will not disclose the Tenant's personal data to third parties, except when necessary to comply with legal obligations. The Owner will retain the data as long as the contractual relationship remains in force, and will store it properly blocked for the period required by the applicable civil law for the prescription of actions. The Tenant may exercise their rights of access, rectification, deletion, and data portability, as well as request the limitation of data processing, by contacting the Owner at the address listed at the beginning of this contract and properly verifying their identity.

In accordance with personal data protection regulations, you authorize the processing and inclusion of the personal data provided in files under the responsibility of FEDEPELIZ SL, located at República Argentina, 28, 43892 Mont Roig del Camp (Tarragona).

If data is provided during the reservation process, by email, or in any other way, this data will be processed in the customer file for the purpose of managing the contracted service and reservation, as well as informing you about our services and sending you information that we believe may be of interest. This data will not be transferred to third parties, except to legally authorized entities, and will be retained until you express your desire to stop receiving emails.

You may withdraw your consent, as well as exercise your rights of access, rectification, or deletion, limitation of processing, opposition, and data portability. These requests must be sent to: República Argentina, 28, 43892 Mont Roig del Camp (Tarragona) or to fedepelix@gmail.com.

**EXPRESS SUBMISSION**

The parties agree that in the event of any discrepancy regarding the interpretation or fulfillment of this contract, they submit to the Courts and Tribunals corresponding to the location of the object of the contract, with an express waiver of any other jurisdiction, and the judicial or extrajudicial expenses, as well as the fees of the lawyer and procurator, if used, will be borne by the defaulting party.

These general conditions are governed by Spanish law, and Spanish courts and tribunals have jurisdiction to address any matters that may arise concerning their interpretation, application, and compliance. The USER, by accepting the general conditions included in this legal notice, expressly waives any jurisdiction that, under the applicable Civil Procedure laws, might correspond to them.

Payment of this receipt implies the absolute and unconditional acceptance of these general conditions and the jurisdiction and competence of the local courts and tribunals, with an express waiver of their own jurisdiction if it is different.