

Terms and Conditions – Casa Mina Mar

Definitions

In these terms and conditions the following definitions apply:

Landlord: the owner or manager of the apartment offered for temporary stay.

Tenant: the person who makes the reservation and is responsible for all accompanying guests and visitors.

Accommodation: the apartment and its facilities made available by the landlord.

Manager / Keyholder: the person or organization responsible for local supervision or assistance on behalf of the landlord.

These terms and conditions apply to every reservation and stay in the accommodation. By making a reservation and/or payment, the tenant and all accompanying guests agree to these terms.

These conditions **do not constitute a separate rental contract**, but serve as **general terms and conditions** applicable to every booking and the use of the accommodation.

Article 1 – Payment

- A **deposit of 50% of the total rental amount** must be paid at the time of reservation.
 - The **remaining balance (50%) must be paid no later than 60 days before arrival**.
 - If the remaining payment is not made on time, the reservation may be cancelled.
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Article 2 – Security Deposit

- A **security deposit of €300** is required before the start of the stay.
 - The deposit will be refunded within a reasonable period after departure, provided that no damage, loss, or violation of these terms has occurred.
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Article 3 – Number of Guests

- Only the **approved number of guests** may stay in the apartment.
 - Additional guests or visitors are only allowed with prior approval from the landlord.
 - Parties, events, or disruptive gatherings are not permitted.
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Article 4 – Check-in

- Guests must respect the agreed **check-in time or check-in window**.
 - Standard **check-in time is between 15:00 and 17:00**.
 - Earlier check-in is only possible upon agreement with the landlord.
 - An **additional fee may apply for early check-in**.
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Article 5 – Check-out

- Standard **check-out time is between 10:00 and 11:00**.
 - Late check-out is only possible with prior approval from the landlord.
 - An **additional fee may apply for late check-out**.
 - Guests must leave the apartment completely before the agreed check-out time.
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Article 6 – Smoking

- Smoking inside the apartment is **not permitted**, unless explicitly approved by the landlord in writing.
 - This includes tobacco, e-cigarettes, cannabis, and similar products.
 - If smoking occurs indoors and results in odor, damage, or extra cleaning, a **minimum fine of €300** will be charged.
 - Additional cleaning or repair costs may also be charged.
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Article 7 – Pets

- Pets are **not allowed** in the apartment.
 - If this rule is violated, a **penalty of €100 per day of the stay** will be charged.
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Article 8 – Noise Disturbance

- Guests must respect neighbors and the surrounding community.
 - Excessive noise such as loud music, shouting, or other disruptive behavior is not allowed.
 - If repeated disturbances occur and warnings are ignored, the landlord in consultation with the manager/keyholder may **terminate the stay early**.
 - In such cases **no refund will be provided and the security deposit will not be returned**.
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Article 9 – Commercial Activities and Subletting

- The apartment may not be used for **commercial activities** without written permission from the landlord.
 - This includes professional filming, photography, promotional activities, events, or similar commercial use.
 - If the apartment is used for such activities without permission, a **minimum fine of €1500** may be imposed.
 - If the actual damage exceeds this amount, the landlord reserves the right to **recover the full amount of damages**.
 - It is not permitted to **sublet the apartment or make it available to third parties** without permission.
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Article 10 – Illegal Activities

It is strictly forbidden to use the apartment for illegal activities, including:

- possession or sale of illegal drugs
- prostitution or paid sexual services
- production of pornographic content
- human trafficking or exploitation

Violation of these rules may result in **immediate termination of the stay without refund**, and possible fines as described in Article 9.

Article 11 – Cameras and Alarm System

- The apartment is equipped with an **alarm system and security cameras**.
 - The tenant is required to **use the alarm system according to the instructions provided**.
 - Cameras are not placed in private areas such as bedrooms or bathrooms.
 - The landlord will **not monitor camera footage during the rental period**.
 - Exceptions may apply in case of security incidents such as alarm notifications, suspected burglary, squatting, or other emergencies.
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Article 12 – Noise Monitoring Devices

- The property may contain a **noise monitoring device**.
 - This device only measures sound levels and **does not record audio**.
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Article 13 – Damage

- Guests are responsible for damage caused to the apartment, its inventory, or common areas.
 - Damage must be **reported immediately** to the landlord.
 - Repair or replacement costs may be **deducted from the security deposit** or **charged to the tenant afterwards if necessary**.
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Article 14 – Cleaning

- The apartment must be used responsibly and kept reasonably clean.
 - If the apartment is left excessively dirty, **additional cleaning costs may be charged**.
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Article 15 – Keys

- If keys or access devices are lost, the tenant must report this immediately.
 - **Replacement costs for keys, locks, or security systems** will be charged to the tenant.
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Article 16 – Air Conditioning and Electricity

- Guests must use electricity and air conditioning responsibly.
 - Air conditioning should be turned off when windows or doors are open or when guests leave the apartment.
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Article 17 – Maximum Occupancy

- The **maximum occupancy per bedroom must be respected**.
 - Extra mattresses, sleeping arrangements, or additional sleeping places without permission are not allowed.
 - If additional persons are discovered, a **fee per extra person per night equal to the daily rental price of the property** will be charged.
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Article 18 – Tourist Tax

- If required by local regulations, **tourist tax may be charged** according to the applicable local legislation.
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Article 19 – Swimming Pool Use

- Use of the swimming pool is **entirely at your own risk**.
 - Children must **always be supervised by an adult**.
 - Additional pool rules from the community or building management may apply and must be respected.
 - The swimming pool may be temporarily closed due to maintenance, safety reasons, or decisions by the homeowners' community.
 - Such closure **does not entitle guests to compensation or refunds**.
 - The landlord is **not liable for accidents or incidents** related to pool use.
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Article 20 – Liability

- The landlord is **not liable for loss, theft, or damage to personal belongings**.
 - Use of the accommodation and its facilities is entirely **at the guest's own risk**.
 - The landlord or manager has the right to **enter the apartment in case of emergencies, repairs, or safety issues**.
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Article 21 – Force Majeure

- In cases of force majeure (such as natural disasters, government measures, or other unforeseen circumstances), the landlord cannot be held responsible for the accommodation not being available.
 - In such situations **refunds are not possible**.
 - If possible, the stay may be **rescheduled to another available period**.
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Article 22 – Applicable Law

- These terms and conditions are governed by **Spanish law**.
 - Any disputes arising from a reservation or stay will be subject to the **competent courts in Spain**.
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By making a reservation and/or payment, the tenant confirms that these terms and conditions have been read and accepted.