# **BOOKING TERMS & CONDITIONS WITH RUSTICAL TRAVEL**

These General Booking Conditions are regulated by the Spanish Royal Legislative Decree 1/2007, of 16 November, the General Law for Consumers and Users rights and other complementary laws, by Law 7/1998, 13 April, on general booking conditions and as provided below, and are intended to regulate relations between RusticalTravel.com and final consumers of accommodation services subject to contracting / booking.

#### General Information

Owner: Travel Agency RUSTICAL TRAVEL, which head office is located at Ctra. Villaverde a Vallecas, Km 3.5, Office 104, 28053, Madrid, Spain, travel agency covered by compulsory insurance under EU law. Travel Agency registered with Licence Number CICMA2297, Madrid (Spain). Hereinafter RT. Email info@rusticaltravel.com and telephone (+34) 913 013 086, which acts as online holiday rentals platform and therefore acts as a mere intermediary between the guest (tenant) and the owner (landlord), its work being mere announcer of available accommodation through the web portal, proceeding with managing availability calendars and the prices, with advice on the accommodation.

Guest (tenant): a person who contracts lodging with RT in the reference accommodation under the conditions established here, and the conditions detailed for each holiday property.

# 1. The booking

All bookings are subject to availability, as a result, the contract between Rustical Travel and the person named in the booking confirmation will only be binding and completed once RT has issued the confirmation in writing.

## 1.1 Obligations of the Guest:

- The person named in the booking confirmation will be the party leader.
- The party leader must be of adult age (23 years and older) at the time the booking is made.
- The party leader will be responsible for all expected payments and will inform other members of the group of these booking conditions, as well as any other issues relating to the rental and the property chosen.
- It is the responsibility of the party leader to secure the consent of other members of the group to book the property in their name, and to ensure that they have been informed of the conditions of the service.
- All Guests accept and must comply with the booking conditions and the rules of use of the property.
- Acceptance of all other obligations stipulated in this contract, which are regulated in addition to those referred to in this section.

#### 1.2. Booking process:



- Once the availability is confirmed and the payment made, Rustical Travel will send a written booking confirmation to the e-mail address provided by the party leader for this purpose. By way of this document, RT states that any notification issued on its part will be issued via e-mail, with the party leader obliged to check their e-mail and to inform RT of any change in their e-mail address.
- Upon receipt of their booking confirmation, the party leader must confirm all its details. If one or more details are incorrect, the party leader must inform Rustical Travel immediately. The party leader accepts responsibility for any type of error/mistake and its consequences if they do not verify the information included in the confirmation sent to them.
- Before formalizing the booking, the party leader must submit any special requests that could have a serious effect on the enjoyment of their holiday, since we cannot guarantee that any such requests can be satisfied.
- RT will promptly process any special requests and endeavour to satisfy them. If a request can be satisfied, RT will confirm this to the party leader in writing. If the already stated request is not confirmed in 72 hours, such refusal will be communicated to the client, and if the client doesn't state otherwise within 2 days, it will mean that they desist from such a special request.
- All the communication between parties is led by the principle of sincerity and good faith.

## 1.3. Booking deposit:

- Rustical Travel will confirm the booking upon receipt of the initial deposit. This deposit is equivalent to 25 per cent (25%) of the total value of the rental of the property and is non-refundable.
- If the booking is made less than 8 weeks in advance, the full amount must be paid in order to confirm the booking. However, in some cases the amounts specified in the previous section must be paid more than 8 weeks before the arrival date. In such cases, this will be clearly indicated in the booking information section on the property page.
- The booking deposit cannot be paid in several payments or instalments; it must be paid in a single payment.

## 2. Final payment

- The balance due once the booking amount (also known as the "booking deposit") has been paid must be settled at least 8 weeks prior to the arrival date.
- However, in some cases the amounts specified in the previous section must be paid more than 8
  weeks before the arrival date. In such cases, this will be clearly indicated in the booking information
  section on the property page.
- This final payment cannot be made in several payments or instalments
- The deadline for this final payment will be clearly indicated on the booking confirmation by RT.
- The payment is considered as an expressed resolutory condition. So, if this final payment is not made by the date, RT may cancel the booking. In this case, we will retain the booking deposit and apply the penalties described in our cancellation policy.
- By accepting these booking conditions, clients who have provided their credit/debit card details
  (whether by phone or online) authorise expressly Rustical Travel to process payment of the balance
  on the same card used to pay the booking deposit before the due date (unless the booking has been
  cancelled and we have issued the relevant invoice).
- Under no circumstances communications through instant communication applications (e.g. WhatsApp, Telegram, etc.) are accepted as a valid way of communication between parties.



# 3. Prices

- All prices published by RT include VAT (value-added tax) and are not subject to any additional charges for debit/credit card payments. Prices are published in euros and are payable in euros.
- However, in relation to the previous point, given that the RT website can optionally show the
  equivalent price in other currencies, prices shown in other currencies are an informative guide.
  Constant currency fluctuations due to the general operation of the foreign currency market are
  beyond the control of RT.

# 4. Cancellation / booking modification policy:

## 4.1 Cancellation by the Party leader:

If the party leader wishes to cancel their booking, they must go to the bottom of their booking confirmation.

There, they will find a link to a personalised cancellation page. There, they will be able to consult the details of their booking and the cancellation charges applicable.

If the Guest/the party leader wishes to proceed with the cancellation, they must press the REQUEST CANCELLATION button on this page to inform us of their request.

## 4.1.1 Cancellation costs:

Rustical Travel will apply the following cancellation costs:

- If the booking is cancelled more than 56 days before the start of the booking, RT will only charge the non-refundable booking deposit described above in section 1.3 ("Booking deposit") (25%).
- If the booking is cancelled between 43 and 55 days before the start of the booking, RT will charge 50% of the total value of the booking.
- If the booking is cancelled between 29 and 42 days before the start of the booking, RT will charge 75% of the total value of the booking.
- If the booking is cancelled 28 days or less before the start of the booking, RT will charge 100% of the total value of the booking.

#### \* Note in relation to cancellation costs:

A more restrictive cancellation policy may apply to some properties. In this case, this will take precedence over the usual charges described above. In these cases, it will be clearly indicated on the website and the client will be informed in advance. The number of days before the start of the booking is counted from the day the party leader sends RT the formal request for cancellation in accordance with the parameters indicated in this document.

Any request for cancellation that is not made in accordance with the formal parameters described in this contract will not be binding on RT and, therefore, the booking will not be cancelled.

*No show:* In any case, in all no shows for the arranged moment to enter the property / check in at the property, the client is obligated to pay 100% of the confirmed booking.



*Early check-out:* The check-in of the party leader at the property entails chargeability of 100% of amount of the price, an early check-out will entail no refund of any amount.

## 4.2 Cancellation by RT:

- Rustical Travel reserves the right to cancel the booking made by the party leader if said reasons for the cancellation are exceptional and as a result of circumstances beyond its control, of which the party leader will be informed.
- If the above case comes to pass, RT promises to offer a reasonable alternative (if one exists).
- If an alternative cannot be found, or if the alternative found is not acceptable to the Guest, the Guest will be reimbursed for the amount disbursed without the application of any cancellation charges.
- If the Guest prefers a cheaper alternative, they will be reimbursed for the difference in price. If it is more expensive, they will have to pay the difference.

## 4.3. Changes to a booking made by the party leader:

- Changes to a booking (where they are permitted) are subject to an administrative charge of FIFTY EUROS (€50.00). However, some significant changes (such as changes to the date of the booking, for example) may result in the cancellation of the booking, with RT under no obligation to reimburse the amount already paid at that point by the customer. Significant date changes may be subject to an administrative charge of EIGHTY EUROS (80.00). These administrative charges are in addition to any possible change of rates applicable for a different season.
- Some changes may constitute a partial cancellation. In such cases, charges will apply (for example, if your booking was for two weeks but you change it to one week, the cancellation charges described in clause 4.1.1 will be applied to the week cancelled. Another example would be if you reduce the number of persons in your party and the price changes for fewer people; in this case, the cancellation charges referred to in clause 4.1.1 will be applied to the difference in price rather than the total price for the whole booking).
- If the dates of your booking are modified and postponed, RT reserves the right to apply the cancellation policy to your original dates.
- Booking deposits are not transferable from one booking to another.

## 4.3.1. Process of requests to change a booking:

- The party leader associated with a booking must send the request for a change to their booking to RT via e-mail.
- If the party leader wishes to change the name on the booking, the nominee will be the new party leader, accepting the Terms and Conditions of Rustical Travel and the administrative fees described in the section above, which will be applied at the time the change is processed.

# 4.3.2. Non-existence of Cooling-off Period:

According to the article 103 of RD/ 1/2007 mentioned before, Withdrawal Law (Cooling-Off period) will not be applicable to the contracts which refer to:



I)Provision of the accommodation services for the purposes different from serving as a housing, goods transport, vehicle renting, food or services related to leisure activities, if the contracts include specific dates or execution periods.

# 5. Size and members of the group

## 5.1 Declaration by party leader of number of people in the group:

- The person named in the booking confirmation is solely and exclusively responsible for informing us of the correct number of people who will stay at the property, including children of any age.
- The number of people staying at the property may not exceed the number indicated in the booking confirmation under any circumstances, unless RT has specifically organised and confirmed said arrangement.

# 5.2 Persons declared for use of the accommodation:

- The property may only be occupied by the declared persons who booked it. Stipulations stemming from current legislation in this area specific to the law and insurance prohibit the Guests who booked a property from being replaced by other guests, either before or during their stay, irrespective of whether the maximum capacity of the property is breached in the process.
- Any incident or damage caused by an undeclared guest will be the direct and joint responsibility of all declared guests.
- Infants up to two years of age (if they are accepted) who sleep in a cot (rather than a bed) do not count towards the capacity of the property and do not result in a change in price when the price of a property is dependent on the number of occupants.
- The property manager will be entitled to exercise their right to cancel the booking in the event of non-compliance with these booking conditions.

# 6. Occupation of the accommodation

- Guests may occupy and use all the accommodation, except when a property is booked at a lower
  price on the condition that one or more bedrooms and/or part of the property will remain closed and
  out of use.
- If one bed is occupied, even if just for one night of the holiday period booked, the bed and room must be cleaned and prepared by the property owner or property manager and the price for the maximum number of people in the group will apply to the whole booking period.

## 6.1. Properties that allow pets

- The information on our website states that some properties may allow pets or are pet friendly.
   However, this is always subject to a request on the part of the party leader and authorisation from RT.
- RT informs Guests that there may be costs associated with bringing a pet to the property in the form of an additional payment or a refundable security deposit (or, in some cases, both), with RT responsible for informing party leaders of any such costs.



- Clients assume full responsibility for the well-being of their pet(s) and for any damage they cause. A property that allows pets is under no obligation to guarantee pets' safety or to have its perimeter fenced. RT is not responsible for pets or any potential incidents involving pets.
- It is prohibited to bathe pets in swimming pools or similar enclosures provided for bathing purposes.
- RT informs customers that some farms may be home to animals that normally live on these farms or organic farms, but that they are forbidden from entering the property and it is forbidden to feed them.
- To avoid possible incidents, clients/Guests with animal allergies must inform Rustical Travel before booking a property.

## 6.2. Smoking

As a rule, it is forbidden to smoke on the property. However, occasional rare exceptions may be made to this rule. RT encourage guests to enquire in relation to this point if they are concerned, since this will vary with each property.

## 6.3. Privacy and noise

Rustical Travel and property owners are aware of your need for privacy and rest. Accommodation may be in a remote rural area or a town and, although such locations are usually quiet, you may hear sounds that are commonplace in the countryside or towns such as the sound of birds, dogs, and other animals, as well as music and fireworks during fiestas.

Remember that if your accommodation has a swimming pool or gardens, maintenance visits will be paid at some time during your stay to uphold the standards of the accommodation and of its facilities.

## 6.4. Furniture and equipment

Properties listed on our website have been chosen in view of their attractiveness and variety of positive qualities. Some are very well-equipped and have luxury furniture, while others are more rustic and modest. In other words, furniture and equipment may vary between accommodations. Therefore, if there is a particular item or piece of equipment that is important for the Guest(s), enquire with RT before booking your property.

Consequently, there may be an inventory (in case something is missing or broken) which should be signed at the beginning of the stay by the party leader who is responsible for the damage which may be caused. At the end of the stay, the property manager or owner will be able to check the state of the property according to the signed inventory.

## 6.5. Gas, electricity, and water

The price of rental includes reasonable use of gas, electricity, and water in almost all properties. In some cases, the cost of items such as electricity is charged separately. In such cases, this will be clearly indicated in the booking information for the property.

#### 6.6. Air conditioning



The properties do not have air conditioning, unless expressly indicated otherwise. RT informs customers that traditional-style rural properties are usually designed to withstand the local climate, often benefitting from breezes. Fans are sometimes provided when required.

When the use of air conditioning is included in the price, it is included on the condition that no air conditioner is left to operate continuously even when the house is not occupied. Another condition is that if used, it must be used with the doors and windows firmly shut.

#### 6.7. Heating

Some properties have diesel central heating for the colder months, while others have radiators that operate when the wood burner has been lit and others have electric, gas-powered, or pellet-based heaters. If a property has a wood burner or chimney, wood is not included in the price unless otherwise indicated. It is recommended that prospective guests consult the website for the property in question in each case.

## 6.8. Equipment for babies and toddlers

- Although cots can be provided at many of our properties (albeit not at all properties), and often free
  of charge, Guests must request them from Rustical Travel with sufficient notice before their arrival. It
  is the responsibility of Guests to ensure that the number of cots required are available before
  booking, and that they are suitable for the age and special requirements of the toddler (since cots
  are not standardised).
- Due to reasons of hygiene, Guests must provide their own linen for the cot, as it is not provided.
- Highchairs must also be requested in advance. Highchairs are less commonly used in Spain; however, some properties may also provide them. They are not standardised.
- Rustical Travel will do everything it can to request items for babies/toddlers not indicated in the list of equipment provided at a property. However, it cannot guarantee the availability of these items.

## 6.9. Internet and satellite television

- If a property has an internet connection, RT will not be able to guarantee its speed or reliability.

  These will depend on the service provider and the strength of the signal in different parts of the area.
- If a good internet connection is of particular importance to the Guest, we strongly recommend that the party leader asks Rustical Travel if the property they plan to book has a limited internet connection.
- Similarly, if a property is listed as having satellite television, we will not be able to guarantee the channels available if the TV provider suspends the service or the signal is disrupted.

## 6.10. Swimming pools

- Party leaders must remember that although swimming pools are generally continuously open during the period indicated on the website for each property, their use and availability depend on the variability of the weather and the opening period/time.
- It is important that Guests understand that they use swimming pools (and any other equipment) under their own responsibility and risk.
- Most swimming pools are not fenced, and rental homes have no lifeguards on duty. Necessary
  precautions must be taken and local safety regulations followed for the use of swimming pools.



• Minors and non-swimmers must be supervised at all times.

## 6.11. Preparation of the property: Cleanliness and bed linen

- The cost of final cleaning is usually included in the price of the rental. If the cost of final cleaning
  represents a separate cost, this will be clearly indicated in advance in the booking information of the
  property.
- Some properties also offer guests additional cleaning services during their stay. These may be included in the total price of the booking, or available on request at an additional cost. In the case of the latter, this will also be indicated in advance in the booking information of the property.
- The price of rentals does not include daily changes of sheets and towels. Sets of towels and sheets are provided for a stay of one week. If guests stay for more than one week, please enquire with RT with regards to arrangements for the changing of towels, sheets, and items of a similar nature, since each property will operate differently.

## 6.12. Maintenance and repairs

- If the property owner, a representative of the owner, or qualified professional is required to visit the property to carry out maintenance or repairs, an attempt will be made to keep any such visits to an essential minimum to minimise any inconvenience caused.
- Under no circumstances may Guests carry out any maintenance, repairs, or alterations to the
  property or its equipment without express consent from the owner. If they do, RT will assume no
  liability deriving from such action.

## 6.13. Hygiene and safety

Properties offered by Rustical Travel are governed by current Spanish hygiene and safety regulations.

## 6.14. Events

A celebration of any type of party, event, meeting and/or celebrations like weddings, communions, christenings, hen or stag parties, etc. in the property are completely prohibited without previous written authorisation from RT or the property owner.

If the party leader, Guests, or some other member of the group intends or wishes to celebrate any type of party and/or an event at the property they have booked, where third parties will take part who aren't the guests of the confirmed booking, they should obtain and have written consent from Rustical Travel to do so, and from the property owner, as mentioned events relate to special and additional contracting conditions. They will be processed as special petitions subject to their own contracting conditions.

Important note: RT only organises the booking for the accommodation; therefore, any event (including marriage ceremonies) will only be permitted and allowed with prior express consent from the property owner or approved agent of the accommodation, which will be conducted by a special petition and under its own conditions.

In the circumstances described in the previous paragraph, the property owner or person in charge of the accommodation may impose other conditions for these events in addition to the terms and



conditions of this contract. The client will be able to request more information on these conditions for events from RT.

#### 6.15. Additional services

On occasion and on request, Rustical Travel may provide advice on additional services such as cooking services, babysitting services, taxis, and holiday activities, of which contractual conditions will be apart from the ones of the accommodation.

We cannot guarantee, or accept responsibility for these services, since they will be arranged between the Guest or party leader and a third party.

# 7. Liability

7.1. Rustical Travel as a mere intermediary assumes no liability for any incident, losses, damage, or expenses, or for accidents or the illness or death of the party leader or of any other member of the group associated with the property booked.

7.2. By confirming your booking with us, you complete a binding contract with the owner of the property.

Rustical Travel acts solely as an intermediary agent and cannot accept liability for circumstances beyond its control, such as (a glossary has been provided for guidance purposes):

- The breakdown of domestic appliances, pipes, cables, pests, or damage resulting from unusual weather conditions (that cause damage as a result of storms or water shortages).
- Decisions made by local councils or public utilities (such as roadworks and other maintenance and construction works).
- Irregular actions on adjacent properties (such as maintenance works) or negligence by the property owner or any service provider that results in losses, an accident, or injury.
- In addition, RT does not accept responsibility for local noise or other disturbances caused by pets or cattle, local fauna, or local parties.

7.3. The party leader is responsible for the occupied property and must take due care of it and return it in a clean and tidy state, the same way as it was provided.

In any case, the rules of living together, property guidance, usage, safety measures, good neighbourhood and environment related to lodging should be respected, like maintenance of the house, the respect for neighbours, compliance with local regulations, protection of the environment, respect for other guests and neighbours or the security of yourself and the ones who surround you, including children (there could be a property owner who asks you to sign a document which states that they are not responsible for the security of children due to any unsupervised circumstances).

Otherwise, the property owner can address the party leader directly to compensate fully for the damage caused in the property directly or not. This compensation may be deducted from the security deposit paid before.

Some properties (such as environmentally friendly houses) come with special instructions that can require special attention regarding the regulation of solar energy supplies.



In these cases, Guests must comply with published regulations. Usually, direct rubbish collection is not included in the price of the accommodation, unless it is indicated as an additional service on the website of the property.

The party leader is responsible for disposing of waste in the corresponding containers on a regular basis.

Any damage or item lost is the responsibility of the party leader, with the cost of said damage or loss to be covered by the leader when requested, even in cases where no security deposit has been provided with the booking.

7.4. There are certain rights and responsibilities associated with the rented holiday accommodation. As a guest, you have the right to enjoy the accommodation as it is described on the website of the property. You also have an obligation to look after and ensure that the property is kept safe and in good condition, so that other people can enjoy the same right. The property must be closed when you are absent to protect the property and its contents, including your personal belongings. Similarly, consideration must be given to any additional reasonable security measure specified by the property owner or their representative (including Rustical Travel).

## 7.5. Environmentally friendly properties

Some rural properties located in environmentally sensitive areas or protected reserves are rented out with a series of special conditions that must be met. In general, these conditions apply to the correct and responsible use of water, solar energy, and the disposal of waste (bathroom waste or any other type of waste). You will be informed of these conditions on behalf of the owner of the property, their representative, or Rustical Travel.

## 7.6. Barbecues

You are responsible for paying due attention and care in the use of barbecues and their equipment, as well as for any damages or litigation resulting from a failure to exercise the required care. Even if there is a barbecue on a property, we cannot guarantee that it can be used: Rustical Travel cannot accept responsibility for the non-availability of barbecues if local or national authorities prohibit their use during periods of fire danger.

#### 7.7. Holiday information

Your contract with Rustical Travel is only for holiday accommodation as it is described. While Rustical Travel may provide or publish directions to properties or information on activities, restaurants, beaches, and excursions, this information is provided as mere advice or guidance and in good faith and declining any responsibility for the availability and qualities of the same (e.g., the accuracy or currency of said information).

The party leader and all members of the group are responsible for their own safety and the safety of others on beaches, roads, and excursions, or in any private activity in which they participate.

## 7.8. Parking



Rustical Travel cannot accept responsibility for the loss of, or damage to, private or rental vehicles (or their contents) used by clients during their holidays. Most rural areas do not have car parking or garages, while old towns tend not to have entrances for vehicles, since they were built before the motor vehicle age.

While parking in areas of towns authorised for this purpose is often free of charge, it is your responsibility to park your vehicle in accordance with the law.

## 7.9. Access to the accommodation

Many of the properties offered by Rustical Travel are in rural areas, which are often accessed via unpaved roads or rural tracks. Sometimes access to properties can be on an incline and can be uneven.

The "Location" section on the page for the property on our website usually contains a brief description of access to properties based on our criteria at the time we inspected the property. Guests may also ask for more details.

#### \* The following example is provided as a guide:

"A standard vehicle that does not have a low chassis will be sufficient, unless specified to the contrary or it is required due to the deterioration of the access road as a result of adverse weather conditions.

Rustical Travel will do everything possible to inform clients if a 4WD vehicle is required as a result of the deterioration of the access path. Clients are responsible to the vehicle hire company for any damage to the vehicle. We recommend that you take out comprehensive insurance when renting the vehicle.

Thus, the Guest will be responsible for the rental/possession of a car with a sufficiently powerful engine. This is true in particular for properties located in areas with access via mountain tracks and is essential for properties that are accessed via rural tracks on a somewhat steep incline."

## 7.10. Access to the property by the property owners.

During the duration of the accommodation service, the property owners, their workers and/or representatives can access exterior zones of the property during daytime hours in order to do maintenance work of the property or the garden, if one exists. However, the clients will be previously informed about such works to be carried out and such works will be done with the upmost discretion and the least bother possible.

## 7.11. Adverse weather conditions:

Under no circumstances RT is responsible for the existence of unfavourable climatological conditions in the location of the contracted destination.

# 8. Security deposit

A security deposit is a deposit of money for safety or protection against possible damage that can happen at the housing and for that reason the owners or agents of some properties require a security deposit as a booking condition.



- If such a security deposit is applicable, this will be clearly indicated on the property page.
- Security deposits are subject to deductions for costs resulting from breakages, damage, items stolen,
  or invoices not paid by the Guest. When booking a property that requires a security deposit, you
  agree to provide the stipulated amount in the manner specified. This amount will be retained by the
  person responsible for the accommodation, even in cases where the security deposit is administered
  by Rustical Travel.
- The party leader accepts that any amount may be deducted (compensation) from the security deposit to pay for damage or breakages incurred during their stay at the property, any exceptional cleaning costs, and any service or item that has not been paid for, such as air conditioning and wood, when these items represent an additional cost.
- Guests may not access the property until the security deposit has been duly provided. Unless indicated otherwise, this amount may be retained from the credit/debit card of the party leader for up to three weeks after their departure. By this time, assuming that no claims have been made by the person responsible for the accommodation, the security deposit will be returned. Should this provision of security be a bank operation, this will be aside from the payment of the price.
- On occasion, the security deposit will be paid locally and in cash to the person in charge of meeting and greeting clients upon their arrival. It will then be returned upon the departure of the Guest, or thereafter, and other times, according to the method of every property manager, by bank transactions.
- The property must be inspected upon their arrival to confirm that everything is in order. The Guest
  must inform the person in charge/owner of the property of any defects. In addition, on the day of
  their departure the Guest must inform the property manager of any breakage that has occurred
  during their stay.
- \* Important note: even in the cases when Rustical Travel is the one who has the security deposit collected, it is a matter to be addressed between the client and the person responsible for the property, with whom the incidents will be dealt with, leaving Rustical Travel aside.

# 9. Arrival at, and departure from, the property

#### 9.1. Check-in and check-out

- With most accommodations, check-in will be between 5 p.m. and no later than 10 p.m.
- Actual check-in time must be agreed in advance with the booking team at Rustical Travel.
- Check-out time will normally be 10:00, and on very rare occasions 11:00. A delay with checking out after the indicated hour may mean accrual of an additional amount.
- Guests are asked for their cooperation to respect the preparation required for their accommodation; it is for this reason that these timetables are set, timetables that are required for cleaning teams.
- On occasion, it may be possible to arrange a different check-in or check-out time. However, this cannot be guaranteed.
- If you arrive later than the specified check-in time slot, you must always confirm that this is possible. Even when it is possible, an additional tariff is often applied in such cases.

## 9.2. Organisation of arrival and departure

Rustical Travel, or the property manager, may request from the party leader information about the
estimated arrival time to know what time approximately to expect you, and to try to ensure that your



- arrival goes smoothly. The party leader accepts to inform RT/property manager/property owner about this estimated arrival time sufficiently in advance.
- Before you travel, Rustical Travel or the property manager will send you the instructions for your arrival and contact details. Read and follow the instructions provided carefully. It is also your responsibility to ensure that you have access to all this information on the day of your arrival.
- If you do not arrive at the time specified in advance, you must contact the person in charge of meet and greet directly. RT strongly recommends that the Guest have an operational mobile phone with them. If they do not have access to a mobile phone on the date of their arrival, they must inform Rustical Travel before the date of their trip so that special arrangements with the property manager can be made.
- On the arrival the party leader must ask about what to do with the key on the departure date.
- The Guest must also remember that although persons in charge of meeting and greeting clients usually have experience, they may only speak Spanish or English. These individuals, as well as assistants, concierges, and agents, represent the property and are not employees of Rustical Travel, but service provider's (property owner's). In any event, if you experience any problem, please contact us and we will do whatever we can to help.
- The Guest(s) should remember that upon arrival at the property, they will usually be asked for their passport or some other identification document, since local authorities must register this information in accordance with current laws.
- 9.3. Once the check-out is done, the property owners/managers will have 72 hours to check the state of the dwelling, so if there is any incident, the property owners/managers may contact the customer directly using the contact details to clarify / claim any incident.
- 9.4. In the case of finding some object forgotten by the clients, the property managers will let the customer know about it the way they consider appropriate in such situation. After not receiving a response to the notice in 72 hours, the forgotten object will be considered res nullius (nobody's thing) and could be destroyed or eliminated as a discarded item.
- 9.5. Neither the property manager nor RT are responsible or answer for goods that the clients leave at the accommodation during their stay, as they should look after them by a correct use of door locks and window closing during their absence from the accommodation.

## 10. Travel preparations, insurance, and disability

RT is not responsible for ensuring that the party leader meets their obligation to ensure before travelling that both they and all members of their group have all required travel and health documents.

## \* Important note:

In Spain, citizens of the European Union are entitled to receive emergency medical attention free of charge. However, they must have a European Health Insurance Card (EHIC). In the United Kingdom, these cards are available from the National Health Service. If you or a member of your group has a disability, it is essential that before you make your booking with Rustical Travel you consult with us via e-mail at info@rusticaltravel.com, or by phone on (+34) 913 013 086, so that we can advise you with regards to the suitability of the property you have chosen.



RT strongly recommends that all members of the group have adequate personal and travel insurance.

#### 11. Insurance

Although it is optional, it is the responsibility of the party leader to ensure that both they and all other members of their group have travel insurance that covers any contingencies that arise before and during their trip. These include (but are not limited to) cancellations, medical expenses, emergency evacuations, accidental damage or breakages to the accommodation booked, and the loss of personal items.

Clients who travel without valid or adequate insurance must assume all risks associated with doing so.

Rustical Travel will not accept any responsibility arising from a failure to having obtained appropriate travel insurance.

# 12. Problems during your stay

- If you experience any difficulties, have any queries, require special assistance, or have any reasonable complaints, please inform the person in charge/caretaker/representative of the property immediately.
- If they are unable to resolve the situation, or if you are not satisfied with the outcome of their efforts, you must inform us of any problem during the course of your holiday so that we can try to resolve it.
- It is the responsibility of the Guest to inspect the property upon arrival, including its state of cleanliness. The person in charge/caretaker/representative of the property, or, in the alternative, RT, must be informed of any problem or inconvenience discovered upon arrival, so that the appropriate measures can be taken.
- If language poses a problem, call Rustical Travel. We will be happy to help. Complaints made after the Guest has left the property cannot be corrected or investigated.
- If you inform RT of a problem during your stay and the said problem is not resolved during your time at the property, you can contact us in writing within no more than 14 days after the end of your stay.

## 13. Members of ABTA

As full members of ABTA (registration number Y6086), Rustical Travel is compliant with the ABTA Code of Conduct and offers an arbitration service to resolve disputes relating to your booking contract (only applicable to Guests based in the United Kingdom). More information on said Code of Conduct and the arbitration service can be found at www.abta.com

# 14. Laws and powers

All disputes derived from this contract or agreement, or which are related to the same - including any issues relating to its existence, validity, termination, interpretation, or execution - will be definitively resolved in accordance with Spanish law and with the express submission of the parties to the courts and tribunals of Spain.

However, the Guest may also opt to submit to the arbitration of the Court of Arbitration and the Chamber of Madrid.



## 15. Web content

It is the responsibility of the party leader to read all information on the property closely before making a booking, to ensure that they make the right decision for their group. Of particular importance are the list of equipment, the location, and the booking information.

The descriptions of properties provided are as accurate as possible, to our knowledge and with a presumption of good faith. These descriptions are based on information provided to us by property owners and that obtained during the course of our personal inspections of these properties.

We do everything possible to keep descriptions and photographs of properties up to date. However, the written or photographic representation of a property may not always reflect the most recent changes to furniture, equipment, or colour schemes.

All comments received from guests go through a careful review process. We reserve the right to publish or delete any comment at our sole discretion according to its relevance, and in the interests of our clients. We will only publish the forename of the client unless the client requests otherwise.

The inclusion of a villa in the "Luxury Selection" category of Rustical Travel is based on our general evaluation of the accommodation. This professional appraisal allows certain customised elements and does not indicate whether the property meets a list of objective criteria.

Rustical Travel claims intellectual property of the content on its website, www.rusticaltravel.com, which is subject to image rights.

# 16. Personal data processing by RT

The holder / the owner of the present Content informs the users that "cookies" are used when the user browses the web, which permits functioning and provision of services offered by it. You can obtain more information about our usage of "cookies" in the document Cookies Policy (https://www.rusticaltravel.com/privacy-policy).

RT guarantees the privacy of personal data which the User provides during the transaction on the Website, which will be treated with an arrangement to the established one in the Regulations (EU) 2016/679 of 27 April 2016 related to the protection of individuals concerning personal data processing and free circulation of these data, and the Organic Law 3/2018, of 5 December, of Protection of Personal Data and guarantee of the digital rights. You can consult our privacy policy from here (https://www.rusticaltravel.com/privacy-policy). By accessing, surfing and/or using the Website the User knows and permits the processing of such information and data provided is accurate.

# 17. Complaints and claims

The User can submit complaints, claims or any other comment they wish to make to RT through the contact information provided at the beginning of these Conditions (General Information). Moreover, RT has official complaint forms available to consumers and users, and they can request them from RT at any time, using the contact information provided at the beginning of these Conditions (General Information).



Likewise, if the conclusion of this purchase agreement between RT and the User creates controversy, the User as a consumer may request an out-of-court settlement of disputes, in compliance with EU Regulation No. 524/2013 of the European Parliament and the Council, of 21 May 2013, on online consumer dispute resolution. You can access this method through the website: http://ec.europa.eu/consumers/odr/.

#### 18. Contractual terms used in this document

"Guest, party leader": The person who makes the booking, doing whatever is required for this purpose.

"Guest/s": Any other persons who, together with the party leader, will occupy the property booked.

"RT": Rustical Travel, with its registered office at Ctra. Villaverde a Vallecas, Km 3.5, Oficina 124B, 28053, Madrid, Spain, a travel agency with compulsory insurance cover in accordance with the laws of the European Union. A registered travel agency with licence no. CICMA2297, Madrid (Spain).

Rustical Travel promises to provide a high-quality service at all stages of your holiday booking.

Your holidays are protected against financial insolvency by a bond placed with the Culture and Tourism Ministry of the Autonomous Region of Madrid (Spain).

