

CONDITIONS AND CODE OF CONDUCT AT CAS METGE MATAS

The contents of this code and conditions apply to all guests staying at the holiday villa Cas Metge Matas in Santa Maria del Cami in Mallorca.

The confirmation of the booking implies the commitment of all guests to comply with this code, regardless of the origin of their booking.

In all bookings, a person responsible for the booking is identified, who is the person in charge of liaising with the property and/or the marketer.

1. Booking your holiday

1.1 You must be over 21 years of age to make a booking with us. We reserve the right to refuse bookings at our sole discretion.

1.2 The Booking Manager warrants that he/she has authority to accept and agrees to these terms and conditions on behalf of each member of the booking party. Each member of the booking party has joint and several liability in respect of the Contract.

1.3 Any special requests (not included in the standard services of the Property) must be notified to us in writing at the time of booking. All special requests are subject to availability and will not form part of our contractual obligations unless specified in the Booking.

1.4 We cannot guarantee early entry to the Property although in general terms the Property will be uninhabited for 24 hours in order to ensure the cleanliness and maintenance of the Property. This can be requested up to 7 days prior to the day of arrival and will be granted up to 48 hours prior to arrival. Any change of time is considered an amendment to your booking and must be received in writing to be confirmed.

1.5 We cannot guarantee late departure from the Property. It must be requested up to 7 days prior to departure and will be granted up to 48 hours prior to departure. Any change of time is considered an amendment to your booking and must be received in writing to be confirmed.

1.6 In the Balearic Islands there is a tax "Sustainable Tourism Tax" approved by the Balearic Government and applicable from 1st July

2016. The amount is charged at the time of check-in and the amount to pay is:

- From 1 May to 31 October for stays of less than 9 days €2 per person per night will be applied. From 9 days onwards, 1€ per person per night will be charged from the 9th night onwards.
- Low season From 1 November to 30 April for stays of less than 9 days, €0.50 per person per night will be applied. From 9 days onwards, 0.25€ per person per night will be applied from the 9th night onwards.
- Occupants under 16 years of age do not apply.

1.7 In compliance with Spanish law, a register of overnight stays must be kept for each guest over 16 years of age. In order to speed up and expedite this registration, we ask you to send us an image of your identity documents or passports within 48 hours of your arrival. In this way, on arrival you will only have to sign the document and physically present the identity card or passport.

Only guests registered at the time of check in or later will be allowed to stay at the property. In the event of unregistered guests staying overnight, the Manager reserves the right to report this to the relevant authorities, to vacate the property and to charge an additional day's stay as a penalty out of the security deposit.

1.8 Unless otherwise agreed in writing, pets are not allowed on the property.

2. Description of the property

2.1 We aim to ensure that the information provided in all sales channels, direct or by the Marketers is correct and detailed. Minor differences between description and reality may occur, especially at the Marketer. We are not responsible for differences of opinion as to the condition or quality of the Property.

1.2 Occasionally, due to problems beyond our control, some services or facilities may not be available in the Property. In such an event, we will notify you directly or through the Marketer as soon as reasonably possible.

3. Arrival at the Property

3.1 It is your responsibility to inform us, directly or through the Marketer, of your arrival details in writing. We will not be liable for any additional costs or any disappointment you may incur if you do not provide us with correct details of your arrival within 48 hours prior to your arrival.

3.2 Unless otherwise agreed in writing (point 1.4), the Property will be available from 4pm on the Rental Commencement Date.

3.3 Whilst we will do our best to accommodate late arrivals upon written request, arrivals after 22:00 hours on the Rental Commencement Date (or 22:00 hours on a later date if you do not arrive on the Rental Commencement Date), including delays due to delayed or cancelled flights or ferries, will be subject to a late check-in charge of €50.

3.4 On arrival, a person from the Operator will welcome you and show you around the Property and show you the main facilities and features of the villa. At this time some of the points of this code of conduct will be explained to you, as well as the location of the guest manuals and the inventory of the house. This welcome may take place the following day in case of late arrival.

3.5 At this time the Tourist Tax will be collected, and the overnight stay register will be made, with each guest over 16 years of age signing the document.

3.6 It is your responsibility to ensure that the inventory of the Property is correct and to notify us either directly or via the Marketer of any discrepancies within 24 hours of your arrival. Unless we have been notified, you will be held responsible for any discrepancies found on departure. Please note that moving furniture is not permitted unless agreed in writing prior to or during your stay.

4. During your stay

4.1 If in our reasonable opinion, the reasonable opinion of the Marketer, you behave, or appear to behave, in such a way as to cause, or be likely to cause, danger, distress or annoyance to any person, or damage to the Property, we may terminate the Contract and you will be required to vacate the Property immediately. We shall have no liability to you for the forfeiture of 100% of the security deposit.

4.2 No parties or other events, including commercial activities, may be held in the Property without our prior written consent. In the event that you hold a party, this may result in the forfeiture of your damage

deposit, a penalty of an amount corresponding to one additional day and in addition the immediate evacuation of the property of the group accommodated as well as all guests. No DJ/mixing equipment or additional sound systems are allowed on the premises without prior permission from the owner.

Also, no lunches or dinners involving persons outside of the booking are permitted unless authorized in writing by the Operator. Please note that excessive noise is not permitted after 11pm.

4.3 In the event of the police coming for any noise or disturbance caused to neighbors, you will be responsible for any outcome of this event. Including a possible fine. Please note that excessive noise is not permitted after 11pm.

4.4 Each property has a maximum number of guests allowed and, unless we agree otherwise in writing, you may not allow more guests to stay than the maximum allowed. We reserve the right to charge you for any additional persons staying at the property. Failure to comply with the occupancy limit may result in the owner requesting the removal of the additional guests or even the entire group from the property. This is in addition to the registration of the guests mentioned in point 1.7.

4.5 Groups with a majority of members under 25 years of age are not allowed to make a reservation. You must inform us at the time of booking if your group falls into these categories. It is at the Owner's sole discretion to accept such bookings.

4.6 You must not act in any way or omit to do anything which, in our reasonable opinion, may invalidate any insurance cover for the Property.

4.7 If you breach any of conditions 4.2 to 4.4 (inclusive), or misrepresent any information provided in connection with any of them, we reserve the right to take the following action against you:

4.7.1 refuse you entry to the Premises; and/or

4.7.2 withhold the full amount of your security deposit (in the event that the security deposit is insufficient to cover the full costs incurred, we reserve the right to invoice you for the balance within 30 days or at such other time as will enable us to determine the full cost); and/or

4.7.3 eviction from the Premises.

4.8 If you are evicted from the Property in accordance with condition 4.6, the contract will be deemed cancelled by you. You will not be entitled to any refund.

4.9 Subletting is illegal and will result in the forfeiture of your entire deposit.

4.10 In the event of damage, this will be deducted from the deposit. You will be sent an invoice as well as a photo to justify the charge within a maximum of 15 days after your departure.

4.11 Make normal use of all the facilities available at Cas Metge Matas. In case of any problem or failure, you can communicate it through the contact telephone number that you will be given on arrival and that is in the manual of use of the property.

Smoking is not allowed inside the property.

4.12 In the event of any failure of utility supplies, sewage systems, plumbing, mechanical equipment or telephone systems or internet connections at the Property, please inform us as soon as possible and we will make all reasonable efforts to repair them. We are not responsible for loss of enjoyment suffered as a result of engineering and/or construction works in the vicinity of the Property.

4.13 We are not liable for any death or personal injury caused by the negligent acts and/or omissions of the guest.

4.14 We do not accept liability for any unusual or unexpected circumstances beyond our control or which we could not have avoided even if we had taken all possible care.

4.15 The Property contains hazards peculiar to the urban-rural environment in which it is located. For example, swimming pools, dry stone walls, road access, steep stairs, and unfenced slopes. As such, the property may not be suitable for you - we do not declare any property to be entirely suitable for children. The swimming pool has a child-friendly area with easy access and shallow depth, but its use is always at your own risk. You accept full responsibility for any accidents caused by or arising from your own negligence, misuse of the property or failure to comply with local laws and regulations, including those caused by alcohol and/or any drugs or medication of any kind.

4.16 You are responsible for arranging travel insurance or medical attention at the destination for any indisposition or illness. We will provide you with contact telephone numbers as well as the location of the nearest hospitals for information purposes only and for the purpose of assisting you. You may also contact the person from the Operator attending your stay.

If you are injured during your stay at the Property, you must report the incident to us within 24 hours of its occurrence, consult a local doctor

and consult your medical service when you return home. If you make a claim against us in respect of any injury, you must provide us with details of both the local doctor you consulted and your GP, together with your written authorization for us to obtain a written medical report from each of them.

4.17 The Operator does not act as an agent for any activity, facility or tour provider. If you use any local services your contract will be with the local provider, therefore, we shall not be liable for any complaints, claims, losses, or damages in relation to such services.

If you contract for services during your stay which are provided on the property, these must be communicated in advance with the name of the provider, purpose and times in writing to the Operator who must authorize them in advance.

4.18 We accept no responsibility for any loss or damage to your property or for any distress that may arise.

4.19 All keys and other devices for the Property or its contents are your responsibility during the Hire Period. We reserve the right to charge you for the replacement of such items and/or the changing of locks at the Property in the event that you do not leave them all on departure.

4.20 In the unlikely event that you have a complaint, please report it immediately in writing directly or via the Marketer. All formal complaints must be made by the Group Representative as soon as possible and in any event before the end of the Rental Period. Such complaints must be submitted in writing within 7 days of the end of the Rental Period. Any complaints received after this period will only be considered by us at our sole discretion as it may be difficult to investigate or rectify your complaint.

4.21 The Property has a cleaning, gardening and maintenance service included in the price.

The cleaning service is provided for 8 hours from Monday to Friday. If an extension of the service is required, it must be agreed with the Operator at a rate of €20 per additional hour. The timetable will be from 8am to 4pm, unless another timetable is agreed at the request of the guest.

The service focuses on the normal and routine cleaning of the common areas: floors, surfaces and bathrooms, moderate organization of items that are out of place, making beds and changing sheets and towels. The change of sheets and towels will be every 4 days. Extra change of sheets and towels will be charged:

Extra change of sheets: 25€.

Extra change of towels: 4€.

The cleaning service can be suspended for a maximum of 48 hours at the request of the guest but cannot exceed this period for reasons of quality and hygiene to ensure the best possible condition of the property.

The property has a washing machine, but no laundry service, so the use of the appliance will be exclusive to the guests. In case of requiring laundry service, this is an external service whose price depends on the garments. If you wish to use this service, our cleaning staff will present you with the price list. You will have to give the clothes to be washed in a bag that we can provide you with and, approximately within 48 hours, they will be delivered clean and ironed. For each service we charge €50 for travel and management.

The gardening service provides the service for 8 hours on 5 days a week, except for the maintenance of the swimming pool from April to November, which is carried out daily in the early hours of the morning. At weekends, this maintenance is the basic maintenance.

The maintenance service covers normal repairs that occur due to reasonable use of the facilities. It is provided on an as-needed basis and the response time is always less than 24 hours. You will be informed of the status of the repair in a timely manner and may require services external to the Operator.

4.22 The Property has interior (ground floors only, not bedrooms) and exterior video surveillance. If you do not expressly request us to do so, the interior video surveillance system will be disabled during your stay.

On the other hand, the outdoor system, which mainly monitors the perimeter of the property to ensure security against unlikely intruders, will remain in operation.

In the event of any incident, the recordings can be made available to the competent authorities upon request.

5. Leaving the property

5.1 It is your responsibility to inform us, directly or through the Marketer, of the details of your departure in writing. We will not be liable for any additional costs or disappointment you may incur if you

do not provide us with the correct details of your departure within 48 hours prior to departure.

5.2 Unless otherwise agreed in writing (point 1.5), you must vacate the Property by 11.00 am on the last day of the Rental Period. If you do not vacate the Property by 11am on the last day of the Rental Period, we reserve the right to charge you for an extra day (or more if applicable), pro rata to the Rental Price.

6. Force Majeure

We shall not be liable to you if we are prevented or delayed in the performance of our obligations or in the conduct of our business by acts, events, omissions or accidents beyond our reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether affecting our workforce or that of any other party or agent), failure of a utility or transport network, act of God, act of terrorism, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or instruction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

Glossary.

Working Day means from 10.00 a.m. to 6.00 p.m. on any day (other than a Saturday, Sunday or public holiday).

Contract means the contract set out in this email between you and us in relation to the Property.

Operator means the company that owns or manages the Property and manages the guests' stay, this is MarSenses Hotels & Homes.

Guest means the person, firm or company who becomes a guest of the Operator by booking a Property, and shall be construed accordingly.

Marketer is a company that markets the property and brings it to the guests. This company acts on behalf of the Operator.

Booker is the person who makes the booking and is responsible for the booking.

Property means a villa or other accommodation that a Guest agrees to book through the Marketer.

Rental Commencement Date means the date on which the Rental Period commences.

Rental Period means the total number of days that a Guest agrees to book a Property through the Marketer.

Rental Price means the price paid by the Guest for the rental of a Property during the Rental Period.

These terms and conditions govern the Contract at all times.

The Contract shall be governed by the terms and conditions contained herein to the extent that they do not conflict with mandatory provisions of applicable Spanish law. To the extent not expressly regulated in the Contract, the relevant provisions of Spanish law shall apply.

Signed:
