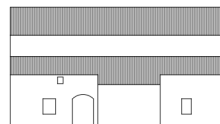
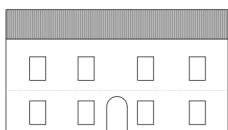


LA ESCRIBANA

Terms & Conditions



The following terms and conditions ("**Terms**") shall apply to all stays at La Escribana, vacation home cum annex and garden in Constantina, Spain (the "**Property**"), unless expressly indicated otherwise in writing or unless different terms of a third-party platform used by us are explicitly stated to supersede these Terms. Please read them carefully as they set out our respective rights and obligations.

These Terms shall be deemed incorporated into the lodging agreement between the Guest and La Escribana regardless of the form in which such agreement has been entered into (by signed contract, by e-mail, through an intermediary, etc). Parties to the accommodation agreement shall be the person who makes the booking (hereinafter referred to as the "**Guest**" or "**you**") as a tenant, on the one hand, and Persimmon, S.L.U., with Spanish tax number B90352998 and with Andalusia Tourism Register number CR/SE/00027, as a landlord (hereinafter referred to as "**La Escribana**", "**we**" or "**us**").

Upon the unconditional booking confirmation issued by La Escribana (or the relevant third-party platform used by us), a binding agreement will be established between the parties.

1. Reservations

Reservations shall only be valid if (i) made directly through our website and/or confirmed by e-mail from the la-escribana.com domain, or once confirmed unconditionally through one of the third-party platforms we have a contractual relation with (VRBO, AirBnB, Tripadvisor, Booking.com, Rustical Travel and Expedia group) and (ii) payment of 50% of the accommodation price has been made, unless agreed otherwise. This amount will be applied against the total amount due. The payment of the remaining part of the price plus the security deposit is due 30 days prior to your arrival.

The price for the accommodation shall be as stated in the reservation confirmation issued by La Escribana. Unless stated otherwise, the price includes taxes, as well as electricity, water and fuel provided normal use is made thereof.

2. Cancellations and refunds

The Guest may cancel the accommodation contract in writing at any time prior to arrival subject to the following deadlines and charges:

- 31 days or more prior to arrival: 50% of the price is forfeited
- 30 days or less prior to arrival: 100% of the price is forfeited

For the avoidance of doubt, these deadlines and charges apply when no other terms have been indicated to the Guest. La Escribana may therefore use differing deadlines and charges depending on season, booking platform, etc.

Any amount paid as security deposit (see below) will be returned in case of cancellation provided there are no amounts owed by the Guest.

Should it be necessary for La Escribana to cancel the reservation prior to arrival for any reason, we will attempt to offer the Guest a comparable or upgraded vacation home as an alternative. The Guest then has the choice to accept the alternative vacation home or cancel the reservation for a full refund.

Should the vacation home become unsuitable for occupancy either temporarily or permanently after your arrival, we will attempt to offer a comparable or upgraded alternate vacation home. If the Guest decides against the alternative offered, La Escribana will refund an amount equal to the prorated amount of the unused nights. Any further refund is considered solely at our discretion.

3. Check-in & check-out

Unless indicated otherwise, you will be received at the Property. You should notify us of your time of arrival at least 24 hours in advance.

The check-in time is between 5pm and 9pm. If you expect to arrive later please let us know. We will try to arrange for the late arrival time but cannot guarantee availability. The check-out time is 10am. For weekend stays (2 nights) different times apply: 11am check-in and 7pm check-out. Late check-outs that have not been authorised may be charged by us at our sole discretion as an excess of the number of nights as per Clause 4 below.

We are legally obliged to register the identity document and other details for all persons of 17 years and older staying at the Property. You represent and warrant to the details for all members of your group are correct and complete. Any details requested should be provided prior to hand-over of the keys.

Upon check-in the Guest shall verify the suitability, cleanliness and the absence of any damages beyond normal wear and tear. You should notify us in case you are not in agreement within 24 hours from arrival.

4. Maximum occupancy. Length of stay

You may not occupy the Property (including garden and finca) with more than the number of persons indicated in the reservation confirmation we have provided to you. Occupancy is defined as any overnight stay. In case the Guest wishes to increase the number of persons in the reservation, he shall notify La Escribana at least 24 hours in advance to obtain our consent. In case we agree, we will indicate the additional charge that would be applicable. If the occupancy is exceeded *without* prior consent of La Escribana, a rate of €250 per additional guest per night will apply, regardless of the use of additional rooms or beds.

You may not occupy the Property during more than the number of nights indicated in the reservation confirmation, except where this has been agreed with us in advance in writing. If the number of nights is exceeded *without* prior consent of La Escribana, a rate of €3500 per additional night will apply.

5. Parties and events

Parties and events are not allowed at the Property without our prior written consent. However, we are happy for you to invite friends or family to visit you at the Property without staying overnight. You may invite no more than the number of occupants of your group to visit the Property (e.g. a group of 12 occupants may invite up to 12 persons to visit during daytime). If a party or other event takes place *without* the prior written consent of La Escribana, the Guest shall pay an additional fee of €25,000 per day + €250 per person per day (plus applicable VAT), with the number of persons present being according to an estimate which is at the sole discretion of La Escribana.

6. Youth groups not permitted

Youth groups are not permitted at the Property. A youth group is any group of whom at least 50% is under 25 years old on the day of arrival. Any reservations obtained under misinformation or false pretence will be subject to forfeiture of all monies prepaid and the entire group (including those of 25 years or older) will not be permitted to occupy the Property.

7. Children

The Property may contain certain dangers for younger children. For instance, the swimming pool is not fenced and there are parts of the Property where falling from heights is possible. By accepting these Terms, the Guest declares to be aware of this and that appropriate supervision will be observed for children.

8. Pets

Pets are not allowed except with prior permission of La Escribana. If a pet is found to be on premises without such permission, additional charges may be imposed.

9. Use

The Guest shall use the Property for private vacation purposes. Use of the Property for advertising, photography, filming is not permitted without our prior consent. Also, any other commercial or professional use, such as the organisation of travel combined with other sports or leisure activities, is not allowed without our prior consent. Camping on the Property is not allowed, whether in a tent, camper or caravan.

10. Subletting. Assignment.

The Property or any part thereof may not be sublet, or the accommodation agreement assigned, without prior written consent of La Escribana.

11. Maintenance during your stay

In the event of equipment malfunction within the Property, we will expedite repairs as quickly as possible. From time to time, it may be necessary to close the swimming pool or other amenities for maintenance purposes. Any maintenance items should be reported to us as soon as possible. No rent adjustments can be made for circumstances beyond our control or for malfunction or loss of use of equipment or amenities.

12. Staff and contractors

You accept that our staff and/or contractors enter the Property to mow the lawn and maintain the garden, the swimming pool, electrical and other installations and to take care of the sheep on the finca.

You acknowledge that our staff and contractors are not authorised to represent La Escribana, e.g. they are not authorised to enter into contracts, modify agreements or terminate them in any way on our behalf.

13. Telephone & internet

The Property is equipped with a landline. There is no charge for incoming calls (not including collect calls) or outgoing local calls. Outgoing long-distance calls will be charged at cost plus a handling fee of €10.00 per stay.

Internet reaches the Property through an overhead line. We cannot accept any claims or liability in case internet availability is limited by any circumstance, including but not limited to weather or falling trees.

14. House Guide

The Guest shall comply with any additional rules contained in the house guide, that is available in the Property and on-line.

15. Cleaning & bed services

The agreement includes daily bed making service as well as a cleaning update of kitchen and bathrooms every 3 days, as well as laundry services if necessary for bed linen and towels.

Upon your arrival, please check the Property for cleanliness and damage. Notify us promptly of any problems or damage. You agree to leave the Property in arrival condition. The final cleaning is included in the price, save for exceptional soiling. Exceptional soiling includes unwashed dishes, not properly cleaning the oven, grill or barbecue after use, and leaving litter in the garden. For exceptional soiling an additional cleaning charge of €17 per hour shall apply.

16. Cooking. Smoking

Cooking is only allowed on the stove (in the kitchen) and on the barbecue and/or grill (only in the garden). The Guest shall be responsible for compliance with regulations in the Natural Park regarding open fire during the summer months or droughts.

Smoking is prohibited except downstairs in the main house in the living room and the kitchen. Smoking in other rooms may lead to additional cleaning expenses being charged to you, including but not limited to professional cleaning of upholstery, curtains and carpets.

17. Pool

In principle, the swimming pool is open all year. However, we are not responsible for pool closures and no credit and/or discount can be granted for unavailability of the pool. No glasses and glass bottles should be used in/around the swimming pool.

18. Lost keys/lock out

A charge of up to €15 per key may be charged for each lost key. In the event of lock-out caused by leaving the key inside or otherwise caused by the Guest, the charge shall be €60 per lock that needs to be replaced.

19. Lost or damaged items

We are not responsible for any items left at the Property. If any item is found by our staff, items will be held during 14 days for pick up or returned at cost plus a handling fee, not to exceed €30.

We shall be liable to the Guest for any such damage or loss as may be caused to the Guest for reasons attributable to us or our staff as a result of the wilful misconduct or gross negligence. Other than in the above cases, our liability shall be excluded to the fullest extent permitted by law.

Any liability is subject to a written claim sent by the Guest, determining in sufficient detail the nature of the claim and the amount claimed, within not more than one (1) month from the date of termination of the stay, other than in the event of wilful misconduct or gross negligence, in which case the statute of limitations shall apply.

20. Security deposit. Payment of amounts due. Price revision

We require a security deposit in the amount indicated in the reservation confirmation. The security deposit is to be paid along with your final payment. Unless a different amount has been agreed, the deposit shall be for the amount of €900. The security deposit is intended to cover for damages to the Property, any other damages or claims from third parties (including other occupants) against La Escribana related to your stay, as well as any

amounts due pursuant to the accommodation agreement including these Terms. Reimbursements will be processed within one week from your departure.

Guest (and where applicable the person who signs the credit card authorisation) authorises La Escribana to charge any amounts due by the Guest to the security deposit and/or to the credit card provided for the reservation, as it deems appropriate. If there is reasonable doubt as to whether an amount is due, we shall not use this right unless and until the Guest has been given opportunity to defend against a claim.

If the Guest pays by bank transfer, any commission or cost related thereto shall be borne by the Guest.

The Guest shall not order any reversal of credit card payments ('charge-back') in respect of the payment of an amount that is owed to us. In case of breach of this obligation without a valid objective justification (as determined initially by La Escribana), the amount payable by the Guest shall be increased with a penalty of 40%, which shall be removed again in case it has been determined that such valid objective justification existed for the Guest.

La Escribana has the right to adjust any amounts outstanding for payment by the Guest if and to the extent inflation between reservation and payment exceeds 5%. Calculation shall be based on the data available from the Spanish National Statistics Agency (<https://www.ine.es/varipc>) or any more accurate alternative.

21. Currency. Late payment

All prices are in Euro unless stated otherwise. From time to time we may offer you alternative payment forms to save you commissions and exchange rate mark-ups. In such case, the amount offered in a non-Euro currency shall be valid during 3 calendar days. Where the currency of the parties' obligations is in Euro upon entering into the contract, and any redenomination of currency takes place into another currency, the parties agree that the Guest's payment obligations shall continue to be denominated in Euro or, lacking such currency, be converted into the legal tender of the Netherlands on the date of redenomination.

The Guest agrees that late payment of any amount due shall incur, without any further notification being required, an interest equal to main refinancing rate as set by the European Central Bank plus eight percentage points (800 basis points), starting from the due date.

22. Other occupants

The Property is rented exclusively to the Guest and the occupants forming part of his/her group for the duration indicated in the reservation confirmation. If the accommodation agreement is entered into only with the

Guest, the latter shall ensure that the accommodation agreement, these Terms and other applicable rules are complied with by the other occupants. If any occupant fails to do so, the Guest shall be jointly and severally liable with such other occupant.

23. Indemnity

The Guest shall indemnify and hold harmless La Escribana against any loss or damage arising from (a) any third-party claim (including from other occupants) related your stay at the Property, and (b) any noncompliance by the Guest or the other occupants with the accommodation contract, these Terms and/or any applicable law.

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24. Force Majeure

In the event of extraordinary and unforeseeable circumstances beyond the reasonable control of either party, including, but not limited to, nationwide strikes, work stoppages, civil disturbances, natural disasters, nuclear events, or interruptions, loss, or malfunctions of utilities, communications, or computer (software or hardware) services, neither party shall be obligated to perform any obligation under the Agreement affected by the force majeure event, nor shall they be required to undo prior performance of any part of thereof or to indemnify or reimburse the other party. For the avoidance of doubt, events that are insurable, weather conditions that do not constitute natural disasters, or epidemics/pandemics shall not be considered force majeure events under the Agreement.

25. Notices/contact

Any notices under the contract to La Escribana should be sent by certified mail to Persimmon SLU, Calle Jose Delgado Brackenbury 9 acc, 41011 Sevilla, Spain. Any notices to the Guest can be given under any address used by the Guest as part of the booking process. The Guest is responsible to keep the contact details registered with third-party platforms used by him/her up to date.

For emergencies you should dial the general alarm number 112. For queries before, during and after your stay, we can be contacted on the telephone number +34 606 615498 or by e-mail on info@la-escribana.com.

26. Governing law. Jurisdiction

The relationship between the Guest and La Escribana is expressly subject to Spanish law. In case of any discrepancy between the English version of these Terms and the Spanish version, the latter shall determine the rights and obligations of the parties.

In order to hear any such disputes or claims as may arise over the interpretation or performance of the legal relationship between the parties, with an express waiver of any other jurisdiction to which they may be entitled and notwithstanding the mandatory provisions on jurisdiction, parties voluntarily submit to the courts of

Sevilla, Spain. Notwithstanding the previous sentence, La Escribana may choose to bring an action before the Courts of the Guest's domicile.