

## TERMS AND CONDITIONS OF THE TOURIST LET

### LET.

This let is considered a TOURIST LET, which serves a purpose different than that of a housing let, given that its main purpose is not to satisfy the permanent housing needs of the CLIENT, whose permanent address is that indicated in the personal booking details.

The CLIENT declares under their own responsibility that the personal details they have provided in the booking are accurate, specifically those indicating the CLIENT'S address, which coincides with their permanent residence.

### AIM OF THE LET

It is the CLIENT'S will to temporarily let, under the tourist letting regime, the apartment selected, together with its furniture, household appliances and goods, that LUGARIS APARTMENTS S.L. has included in its offer on its website. For the purposes of the booking and these contract conditions, APARTMENT is hereby understood to be not only the property but also the furniture and goods listed as being included in said property.

### BOOKING.

Once it has received 20% of the booking amount for the apartment selected on the specified days, LUGARIS APARTMENTS S.L. will send the CLIENT an email confirming the booking as soon as possible, upon which the apartment will be understood as formally let.

The email referred to above will indicate:

- a) Apartment selected.
- b) Length of stay.
- c) Number of persons authorized to stay in the apartment.
- d) Total price, price paid charged to a Credit Card or Bank Transfer from a bank account. Should there be a difference between the payment of 20% made and the total cost of the tourist let, this difference will be specified in the email referred to above, and should be paid on check-in to the apartment, without prejudice to there being other amounts that the CLIENT should pay during the period let. LUGARIS APARTMENTS S.L. is hereby authorized to charge said difference to the same bank account number or credit card number used to make the booking.

If for any reason the amount of 20% of the booking were not received in accordance with the prices included on the Website, LUGARIS APARTMENTS S.L. will not send any email, it being understood that the tourist let has NOT been formalized.

#### AMOUNTS NOT INCLUDED IN THE PRICE OF THE BOOKING.

The price of the booking does not include:

- Half-board, full board or breakfast service.
- Additional charges such as extra nights, additional occupancy.
- Amounts for extra services offered by LUGARIS APARTMENTS S.L. which may be requested on the CLIENT'S arrival.
- Amount of the Deposit.

#### LENGTH OF STAY.

It is an essential condition of the contract that the stay of the CLIENT at the apartment selected is strictly confined to the period specified in the booking made by them.

If upon expiry of the length of the stay, the CLIENT were not to leave the let apartment and/or furniture, the CLIENT will be obliged to pay, as a penalty clause freely agreed between the parties, three times the rent fixed in the contract plus compensation for any applicable damages, during the time the CLIENT remains in the non-booked apartment. The amount resulting from applying said penalty clause will be charged when the CLIENT leaves the apartment, from the same bank account number or credit card number used to pay the booking, a charge which the CLIENT hereby expressly authorizes from this moment.

#### USE OF THE PROPERTY.

1. Building works in the property. It is expressly forbidden for the CLIENT to carry out any building works in the property.
2. Proper use of the apartment. During their stay at the apartment, the CLIENT will be responsible for keeping it in good condition and returning it in the same physical and cleanliness conditions it was delivered to them. They will be responsible for any breakage, deterioration or loss produced in the apartment, furniture, accessories, keys, etc.

Once the let has ended, the LESSOR will charge the payment of the broken or damaged objects, whose amount will be deducted from the deposit paid. Should the latter not be enough to cover the amount of these damages, the CLIENT hereby authorizes the LESSOR to charge the resulting difference to the same bank account number or credit card number used to pay for the booking. Without prejudice to the above, the CLIENT commits to informing the LESSOR as soon as possible of any damage or breakage caused to any piece of furniture, appliance or accessory in the apartment.

3. Prohibition of Transfer/Subletting. It is expressly forbidden to totally or partially transfer or sublet the apartment subject of the booking. The apartment may only be occupied by the number of people indicated in the booking. Should the CLIENT wish to modify said number, this must be expressly authorized by LUGARIS APARTMENTS S.L. and it will generate an additional cost that should be paid for at the time of this notification, which will authorize a charge to the same bank account number or credit card used to pay for the booking.

4. Prohibition of carrying out economic/business activities within the Apartment. Although the use of the apartment is NOT that of a permanent residence, it is nevertheless forbidden to carry out any economic/business activities within the apartment.

5. Prohibition of activities that are bothersome for third parties / neighbours. Any activities causing bother or damages to third parties or neighbours in the building, such as parties, activities against to the law, etc. are expressly forbidden. The CLIENT is expressly obliged to respect the regulations of the Owners' Community and to not carry out any actions that are bothersome, harmful or antisocial for the neighbourhood or to accumulate any hazardous materials. In case of any incidence of this nature, Lugaris will proceed to vacate the apartment and to immediately terminate the contract, with the client losing any amounts paid and the deposit, to cover for damages.

6. Prohibition of carrying out activities related to prostitution and drug dealing in the property.

7. Prohibition of using the property as a place of permanent residence. The purpose of the property let is that of a "Tourist Apartment", it not being possible to use the property as a place of usual and permanent residence of the CLIENT, given that said purpose is contrary to the business activity of LUGARIS APARTMENTS S.L. It is expressly prohibited to record oneself in the municipal census as residing in the property. LUGARIS APARTMENTS S.L. reserves the right to immediately cancel the booking as soon as it detects that the CLIENT has carried out activities that point to using the apartment as a permanent residence, as well as the right to claim any damages caused by said conduct.

Entrance of the Owner. The CLIENT expressly commits to allowing entrance to the Owner or a person authorized by the Owner for the purposes of inspecting the condition of the apartment and its use and conservation.

The LESSOR reserves the right to apply a scale, based on the facts, of the non-compliances of these regulations, and to apply any corresponding penalties for non compliance. Events that are considered serious or those that are not serious but are a repeated violation of the obligations contracted hereunder will be motive for termination of the contract.

#### DEPOSIT

In order to guarantee the proper use of the booked apartment, at the time of check-in to the apartment a certain amount of the CLIENT's money will be charged on their credit card as a DEPOSIT, based on the number of nights of the booking. This would cover any possible damages produced in the apartment or its furniture during the CLIENT's stay as well as any charge not paid for by the CLIENT. Should these damages or charges exceed the DEPOSIT, the CLIENT hereby expressly authorizes LUGARIS APARTMENTS S.L. to charge the remaining amount to their bank account or credit card.

Bookings from 1 night to 4 weeks: €200\*

(\*) VAT included

For bookings over 4 weeks ask conditions

The return of the amount of the deposit will take place two days from the date of expiry of the contract (check-out of the apartment), and provided the apartment is returned in the agreed conditions.

Should the credit card be cancelled for any reason, the client hereby commits to informing Lugaris of this fact and presenting other guarantees in order to guarantee the deposit. Non-compliance with this clause will give way to the termination of the contract.

#### CHECK IN AND CHECK OUT OF THE APARTMENT.

1. Check in. In order to facilitate the best possible attention to CLIENTS, they must previously inform the company of their arrival day and time. Delays in travel will not vary the amounts to pay for the booking for occupation, it not being possible to return any amount as a result of said delays.

At check in:

- a) Check in to the apartment is from 4pm.

Check-ins after 8pm will be subject to a surcharge of €30 and check-ins after 12am at night until 8am will be subject to a surcharge of €80.

IMPORTANT: Should the client fail to inform us of the arrival time or should they be delayed in the previously confirmed arrival time, they must note that Lugaris will only answer the arrivals telephone until 1am at night.

- b) The CLIENT will be given a set of keys to the apartment as well as information on the 24 hour service and the rest of supplementary services offered by LUGARIS APARTMENTS S.L., which are not included in the booking price.

- c) The CLIENT must accept the blockage of the deposit amount.

- d) The CLIENT will hand over their ID card or Passport or official document for identification. This document will be scanned with the purpose of including it in the necessary information for the Police Listing, as instructed by Law.

2. Check out. Check-out from the apartment will be carried out on the day agreed in the booking before 11:00 a.m. At check-out:

- a) The maximum time for check-out is 11am. Late check out cost (later 11:00 h in the morning) will be 50€

- b) On leaving the apartment, clients should leave the keys at our Offices.

- c) The CLIENT will return the set of keys delivered.

- d) If applicable, the CLIENT will pay any pending amounts for extra services hired y any outstanding amounts for the stay.

- e) LUGARIS APARTMENTS S.L. will unblock the deposit after the days necessary to verify that the apartment is in a good state of repair and there are no charges of any kind pending payment.

KEYS.

LUGARIS APARTMENTS S.L. has a master key that opens the apartment subject of this letting agreement, which will only be used in the following cases by express authorization hereunder by the CLIENT: 1) loss of both sets of keys; 2) situation of risk or severe disturbance for any of the occupants, for the apartment or for the neighbouring properties/homes; 3) due to serious or repeated non-compliance with the rules of the apartment; 4) due to actions suggestion the apartment is used as a place of permanent residence; and 5) due to failure to leave the apartment at the date agreed by the parties, without prejudice to any charges the LESSOR may apply via the deposit or via the authorized charge to the same bank account number or credit account number used to pay for the booking, for any damages that the failure to leave the apartment may cause as well as for the additional rent amounts agreed on as a penalty clause.

If the guest lost the key LUGARIS APARTMENTS S.L. will charge 30€ VAT included

Entrance into the apartment in these cases will immediately imply the termination of the tourist let contract, LUGARIS APARTMENTS S.L. guaranteeing that the personal effects of the CLIENT will be duly deposited under its custody for 24 hours, in the expectation that the CLIENT will collect them.

The termination of the contract due to non-compliance will lead to the consequences of booking cancellation established below.

#### BOOKING CHANGES.

The CLIENT may prolong the booking agreed, provided the apartment is available on the additional dates, assuming the corresponding increase in the total amount of the price agreed on for the stay in the apartment.

LUGARIS APARTMENTS S.L. cannot guarantee the availability of available nights not stipulated or specified in the original booking confirmation.

#### BOOKING CANCELLATION.

The CLIENT may cancel the booking made by notifying LUGARIS APARTMENTS S.L. in writing, via fax or e-mail at [reservas@lugaris.com](mailto:reservas@lugaris.com). Any cancellation will lead to a penalization for the CLIENT in accordance with the following terms:

- Should the CLIENT cancel 6 or more weeks prior to check-in date, the client will be returned the amount paid in full, only deducting the amount of €20 for administration costs.
- Should the CLIENT cancel less than 6 weeks prior to check-in date: no pre-payment amount will be returned
- Should the CLIENT cancel less than 15 days prior to check-in date, no pre-payment amount will be returned and the pending amount will be charged.

#### GENERAL, SERVICES AND UTILITY EXPENSES.

General, services, owners' association and utility expenses related to the apartment are all included in the agreed rent amount.

The CLIENT expressly agrees to the reasonable and sustained use of the utilities in the Apartment, the LESSOR reserving the right to any corresponding actions in case of negligent and/or wilfully negligent use of the utilities that may cause financial damages to LUGARIS APARTMENTS S.L..

#### CLEANING OF APARTMENT AND LINEN.

The booking price offered by LUGARIS APARTMENTS S.L. includes the cleaning of the apartment and household linen (sheets and towels). Both the cleaning of the apartment and the change of linen will be carried out once per week, though the CLIENT can hire the service for additional days during the week. To do so, the CLIENT expressly authorizes the LESSOR to enter the apartment for said purposes.

#### SAFE DEPOSIT.

LUGARIS APARTMENTS S.L. provides CLIENTS access to a SAFE DEPOSIT. Each apartment has a safe deposit, included in the booking price, which the CLIENT may use to keep valuable objects.

In this regard, the CLIENT expressly commits to informing LUGARIS APARTMENTS S.L. if they are keeping in the apartment valuable objects or amounts of money equal to or above €250.

Due to the tourism let relationship, LUGARIS APARTMENTS S.L. is not responsible for the any robbery/theft of goods deposited within the apartment.

#### PARKING

LUGARIS APARTMENTS S.L. 2005 S.L provides access to Parking spaces. This service is not included in the booking price.

Parking without surveillance.

LUGARIS APARTMENTS S.L. is not responsible for any damage cause to your vehicle or belongings for any reason.

#### PRIVACY POLICY

In accordance with that set forth in the Organic Law 15/1999, on December 13, on the Protection of Private Information (LOPD), LUGARIS APARTMENTS S.L. ([www.lugaris.com](http://www.lugaris.com)) informs the User that any personal information provided voluntarily at any time on forms or through other medium to our company or our employees will be stored in an automated database for personal information created and maintained by LUGARIS APARTMENTS S.L. ([www.lugaris.com](http://www.lugaris.com)) and will be used for the sole purpose of carrying out your reservation, managing user entries, providing any other service requested by the user and sending information about promotions in which the user could be interested.

Likewise and as stipulated in the LOPD, the user may at any time exercise their rights of access, rectification, cancellation and opposition, by writing to our headquarters:

LUGARIS APARTMENTS S.L.

Calle Vidal i Valenciano, 14

08005 Barcelona

Telèfon: 648 784 702

Correu electrònic: [info@lugaris.com](mailto:info@lugaris.com)

The user may also exercise these rights via the following email address [info@lugaris.com](mailto:info@lugaris.com) . This email address is protected against spambots. It is necessary to activate Javascript to see it indicating the reference <<Personal Information>>.

For the information in our database to be updated and free of errors, we ask that the User communicate to us as quickly as possible any modifications or rectifications of their personal information.

#### Security Measures

We inform you that every necessary security measure of a technical and organisational nature has been adopted to guarantee the protection of your personal information and to avoid its alteration, loss, unauthorised manipulation and/or access, given the technical state and nature of the stored information and the risks to which it is exposed, all in accordance with that set forth in Article 9 of the LOPD and in Chapter VIII of Royal Decree 1720/2007, on December 21 which passed new regulations for the Organic Law on the protection of personal information.

#### How to get in touch with us with your questions and comments

We are available to answer your questions, concerns or comments in reference to our company, services, website or privacy policy. We offer you the following ways of contacting us:

LUGARIS APARTMENTS S.L.

Calle Vidal i Valenciano, 14

08005 Barcelona

Telèfon: 648 784 702



Correu electrònic: [info@lugaris.com](mailto:info@lugaris.com) This email address is protected against spambots. It is necessary to activate Javascript to see it.

#### INCIDENTS.

Any incidents or complaints that the CLIENT may have during their stay in the apartment may be communicated to LUGARIS APARTMENTS S.L. at the office-management centre or on the 24-hr telephone number provided, so that the LESSOR can proceed to solve the situation. In any case, in the CLIENT will always have access to Complaint Forms at LUGARIS APARTMENTS S.L.'s offices.

#### LAW AND JURISDICTION.

The parties to this contract hereby submit to the jurisdiction and competence of the courts and tribunals of the place where the apartment subject of this booking is located, that is, in the city of Barcelona, expressly renouncing to their own jurisdiction.

Likewise, the laws of Spain will govern the interpretation and application of this contract, specifically the Civil Code and any legislation applicable to Tourist Lets. This contract is a Tourist Let contract, and therefore expressly excludes the application of the Law of Urban Leasing, the tourism regulations of the industry being applicable instead.

#### RULES OF THE APARTMENTS

It is important to comply with the following rules during the stay at the apartment:

##### NOISE

It is very important to refrain from making noise (loud voices, music) after 9 p.m.

Parties are not allowed.

##### SECURITY

It is important to check that the entrance door to the building is closed properly

Leave the windows and doors to the balcony/terrace properly closed every time you leave the apartment.

For your security please keep always the door locked

## RUBBISH

Do not leave rubbish bags on the landings or in the entrance to the building. Rubbish must be deposited in the containers on the street that are nearest the apartment.

## SMOKING

Smoking in the apartment is forbidden.

## ANIMALS

Keeping animals in any of the Lugaris apartments is forbidden, except in the case of Guide Dogs.

## ELECTRICITY AND AIR CONDITIONING

Every time you exit the apartment you must withdraw the plastic card located at the entrance to the apartment which provides it with electricity. This system is in line with Lugaris' environmentally responsible approach so as not to cause unnecessary impact on the environment. Clients will be penalized should they fail to comply with this rule.

## CONDUCT

It is forbidden to use the apartment for purposes other than living quarters.

Any damage caused to the apartment or its contents must be immediately reported to Lugaris. The client is responsible for said damage and its cost will be charged to their credit card.

The client is obliged to behave civilly and respect the basic rules of living in a home. Should they fail to do so Lugaris reserves the right to demand the clients to leave the apartment immediately without prejudice to any other right acquired previously by Lugaris.