



TERMS AND CONDITIONS – SOBREMESA BOUTIQUE

Sayalonga, Spain

1. Definitions

- 1.1 **Landlord:** Sobremesa Boutique, located in Sayalonga, Spain.
- 1.2 **Tenant:** the natural or legal person who enters into a rental agreement with Sobremesa Boutique.
- 1.3 **Accommodation:** a room or apartment at Sobremesa Boutique.
- 1.4 **Agreement:** the rental agreement between the landlord and the tenant regarding the accommodation.
- 1.5 **Common Areas:** shared facilities such as the pool, garden, terrace, and parking.

2. Applicability

- 2.1 These terms and conditions apply to all offers, bookings, agreements, and the use of the accommodation at Sobremesa Boutique.
- 2.2 Deviations from these terms are only valid if agreed upon in writing.

3. Reservations and Payment

- 3.1 A reservation is made upon written confirmation by the landlord and receipt of the full invoice amount.
- 3.2 The full amount must be paid immediately upon booking.
- 3.3 If payment is not made on time, the landlord reserves the right to cancel the reservation.

4. Cancellation and Changes

- 4.1 Cancellation up to 28 days before arrival: You can cancel free of charge up to 28 days before the scheduled arrival date. In case of cancellation, you will receive a full refund of the reservation amount.
- 4.2 Cancellation between 28 and 7 days before arrival: If you cancel between 28 and 7 days before the arrival date, 50% of the total reservation price will be charged.
- 4.3 Cancellation within 7 days before arrival: If you cancel within 7 days before the arrival date, 100% of the reservation price will be charged.
- 4.4 No-show: If you do not arrive on the scheduled arrival date without cancellation, the full reservation amount will be charged.
- 4.5 Cancellation by the B&B: In the event of unforeseen circumstances, such as damage to the property or other unavoidable situations, the landlord reserves the right to cancel the reservation. In that case, you will receive a full refund of the reservation amount or can

choose an alternative date.

4.6 Special circumstances: We understand that situations may arise where you cannot come, such as illness or force majeure. We recommend taking out travel insurance to cover unexpected costs in case of cancellation or changes.

5. Arrival and Departure

5.1 Check-in is available from 15:00 on the day of arrival.

5.2 Check-out must be completed by 11:00 on the day of departure.

5.3 If check-out time is exceeded, an additional night may be charged.

6. Security Deposit (only for apartments)

6.1 A security deposit is required for apartments. There is no security deposit for B&B rooms.

6.2 The deposit amount is:

- €200 for a two-person apartment
- €300 for a four-person apartment

6.3 The deposit must be paid upon arrival in cash or by bank transfer.

6.4 After inspection of the accommodation, the deposit will be refunded within 7 days after departure, provided that:

- No damage has been caused to the accommodation or inventory
- The accommodation has been left in normal condition
- Keys and other property of Sobremesa Boutique have been returned

6.5 Any damage or pollution beyond normal use will be deducted from the deposit. If the damage exceeds the deposit amount, the remaining balance will be invoiced to the tenant.

7. Cleaning

7.1 Final cleaning costs are included in the rental price for both B&B rooms and apartments.

7.2 Guests are kindly requested to leave the accommodation in a reasonable condition.

7.3 If the accommodation is left excessively dirty or untidy, Sobremesa Boutique reserves the right to charge additional cleaning costs or (for apartments) deduct them from the deposit.

8. Use of Common Pool

8.1 The pool is exclusively accessible to guests of Sobremesa Boutique.

8.2 Use of the pool is entirely at your own risk.

8.3 Children under 14 years old may use the pool only under the supervision of an adult.

8.4 Glass items, loud equipment, and jumping/diving are prohibited in and around the pool.

8.5 The pool is open daily from 08:00 to 22:00.

8.6 The landlord is not liable for injury or damage caused by the use of the pool.

9. House Rules

9.1 Smoking is not allowed in the indoor areas of the accommodation.

9.2 Pets are only allowed with prior written consent.

9.3 It is not permitted to have more people stay in the accommodation than agreed upon at the time of booking.

10. Liability

10.1 The landlord is not liable for loss, theft, damage, or injury occurring during the stay, unless caused by intent or gross negligence.

10.2 The tenant is liable for any damage to the rented property or inventory caused by their actions or negligence or that of fellow travelers.

10.3 Any damage must be reported to the landlord immediately.

11. Force Majeure

11.1 In the event of force majeure (such as natural disasters, pandemics, fire, war, strikes, etc.), the landlord cannot be held liable for non-fulfillment of the agreement.

11.2 In such cases, efforts will be made to provide a suitable solution, but a refund is not guaranteed.

12. Applicable Law and Disputes

12.1 Spanish law applies to the agreement and these terms and conditions.

12.2 Disputes will be submitted to the competent court in Málaga, Spain.

13. Final Provisions

13.1 The tenant declares to have read and agreed to these terms and conditions upon making a reservation.

13.2 Sobremesa Boutique reserves the right to change these terms. The most current version is always available upon request or on the website.