



VIVA LA
VIDA .
BUENA



Terms & conditions

Holiday rental

1. THINGS TO KNOW

- Children are welcome, but there are no amenities to assure children's safety under the age of 5.
- All our houses are pet-free.
- All our houses are non-smoking.
- Parties or events are not allowed.
- Groups under the age of 25 are not allowed.
- Ca la Bahía is part of the Arnella community. Therefore the rules of the community apply (Annex A)
- Ca la Ola is part of the Las Olas community. Therefore the rules of the community apply (Annex B)

2. INTRODUCTION

This document contains the general conditions applicable to holiday rental services purchased from Viva la Vida Buena for properties which are rented out by Viva la Vida Buena or booked by third-party platforms.

The following general property booking conditions are an inseparable part of the agreement between the occupant (herein 'you', the 'customer', the 'occupant') and Viva la Vida Buena: CIF (Tax ID): ESB05405709, legally registered with our properties at the Valencian Tourist Board, Calle la Luna 10a, Llíber, Alicante, Tel: +34 664 623 968; Email: hello@vivalavidabuena.com, (herein Viva la Vida Buena', we or us).

Our houses might be mentioned in this document as well as residence or stay.

Therefore, by booking an accommodation you are agreeing to these conditions in their entirety, regardless of the media you use to make your booking: direct at Viva la Vida Buena by email, the Viva la Vida Buena website (www.vivalavidabuena.com) or third-party booking centres or websites of other agencies or tour operators with which Viva la Vida Buena has agreements.

Additionally, by booking one of our stays, you accept its special conditions, which are specified in the reservation and/ or mentioned on the website.

3. PRICES

The rates published for daily or weekly rental vary according to the week chosen. These rates are clearly specified in the details of reservation or on the third-party website. The rates, the minimum stay and the arrival days may vary depending on the season. The rates of stays include the energy costs with a maximum of 6 kWh per person per day. Children up to 2 years are not included in the daily maximum.

The rates for long stays are based on a minimum of one month, with arrival and departure on any day of the week. In the case of long stays, energy costs are not included in the rental rate and must be paid separately by the occupant based on the actual consumption, as indicated by the meters. Unless otherwise agreed.

For all bookings, the rates include taxes that apply to the accommodation (VAT, local taxes, community, and tourism levies, if any). Cleaning, linen packages and other services are calculated separately.

Potential extra costs arising from the request of additional items not included in the stay, such as extra linen, extra cleaning or personal service on request are not included in the rental rate. If you book any of the extras, this information will be specified in the reservation.

4. BOOKING AND PAYMENT CONDITIONS

1. Purpose: The booking is solely for tourism purposes, not for the purposes of business, the staging of events, advertising activities, film or photo shoots or activities of any other kind. We therefore decline all liability to companies or individuals for damages deriving from loss of earnings or any activity other than tourism.
2. Booking methods: Bookings can be made by email or through the website www.vivalavidabuena.com or third-party booking websites.
3. Payment method: Payment can be made by bank transfer or debit card. Credit cards, bank cheques, traveller's cheques and cash are not accepted.
4. Rates: Viva la Vida Buena offers rates with different prices and cancellation policies. During the booking process, the client will be able to choose the rate he or she wants, committing to respect its price and its cancellation policy. If a mistake is made during this process, there is a 24-hour window to contact Viva la Vida Buena and request a rectification (only by phone or email). Once this period has expired, no rectification can be made on the chosen rate.
5. Payment by instalment: We offer you several options for paying by instalments:
 - a. 30%-50%-20% instalments: An initial 30% payment on booking and 50% 84 days before the start of the stay. You will make the final 20% payment at least 42 days before arrival. This is only available when booked more than 180 days in advance of the first day of the stay.
 - b. 50%-50% instalments: An initial 50% payment on booking and the remaining 50% at least 42 days before arrival.
 - c. Full payment: You can pay the full amount when you make the booking. If you confirm the booking less than 42 days prior to arrival only this payment option will be available.

The payment conditions are described in the confirmation. Under no circumstances will you be handed the keys to the property until the full amount for the booking has been paid. If you pay by bank transfer and if the full amount has not been received at the time of arrival, you can't enter the house.

6. Booking cancellation on the grounds of breach of the payment conditions: Once more than 3 working days have passed after a deadline for payment, the booking will

automatically be cancelled. Viva la Vida Buena undertakes to send the occupant non-payment reminders and notification of imminent cancellation by email, to prevent non-payment because of forgetfulness.

7. Extending your stay: If you wish to extend your stay in the stay you have booked, arriving before, or leaving after the date you initially indicated, you may put this request to Viva la Vida Buena provided that the stay booked is available for the dates required. You will be charged for the extra nights at the pre-established rate for the period in question, taking advantage of special offers or discounts should these apply.
8. Cutting short your stay: If you decide to cut short your stay for any reason, you will not be entitled to any type of reimbursement, because your stay is booked as a unit and is subject to the number of nights booked.
9. Request by occupant to change dates: If you wish to stay the same number of nights in the stay that you booked the following conditions must be complied with:
 - a. If this leads to an increase in the amount payable for the booking, you will be obliged to pay this before the start of your stay.
 - b. Under no circumstances will there be a reduction in the amount payable for the initial booking, nor will any part of the amount paid be refunded.
10. No-shows: Twentyfour (24) hours after the start of the stay, if you do not show up on the date on which you have informed us you will arrive, the booking will be deemed cancelled and you will not be entitled to a discount or to a refund on the total booking price.

5. CANCELLATION CONDITIONS

Cancellation penalties depend on the booking method, the rate chosen and when you cancel in relation to your arrival date. People who have made their booking through an agency or tour operator must adhere to the cancellation conditions indicated by said intermediary, while the cancellation policy of bookings made directly with Viva la Vida Buena, both through our website or through any other means of communication, will depend on the situation:

- In case of cancellation up to 6 weeks before arrival, regardless of the reason, a full refund will be made.
- In case of cancellation up to 14 days before arrival, regardless of the reason, the booking holder can change dates without costs. The standard payment conditions apply.
- In case of cancellation between 14 days before arrival up to arrival, regardless of the reason, no refund will be made, neither the option to change dates.
- When there are strict travel restrictions for your travel destination shortly before the start (up to 7 days prior to arrival) you may rebook. According to availability and corresponding night rate. No refund will be issued.
- We recommend taking out cancellation insurance.

6. SECURITY DEPOSIT

When booking you will be required to pay a security deposit to guarantee correct use and care of the furnishings, equipment and the use and departure conditions. The amount must be paid in advance. The security deposit will be released not more than one week after the

end of your stay, provided an inspection has shown that the accommodation has not been damaged.

On the other hand, when booking long-term stays (more than 1 month), you will be asked for an extra security deposit depending on the type of stay. You will have to pay this amount prior to arrival, and it will be returned once your stay in the accommodation comes to an end, having deducted any sums corresponding to energy supply bills that may be outstanding.

The security deposit will be retained until these bills are in our possession. You will lose the security deposit in case you should not comply with the departure conditions and the conditions of use.

7. TAKING POSSESSION OF THE STAY

You may take possession of the stay during the hours established in the reservation. When you arrive, you must already have paid the full amount corresponding to the booking, including any extras, before you can enter the house. Early check-in might be available and is subject to request.

Under no circumstances will you be able to go earlier to the stay, since before you are allowed to enter, it is imperative that our cleaning team has completed its work and a quality control inspection has been carried out. The cleaning teams are not allowed to let the occupants enter the stay.

If the stay was not to be available once the hours established in the contract have elapsed, as a result of which you had to wait to take possession of the stay, Viva la Vida Buena will be responsible for processing financial compensation for the delay.

8. DEPARTURE FROM THE STAY

You must vacate the stay before the hours established in the reservation. If you have not left the stay by the time indicated, Viva la Vida Buena may apply an extra charge of up to 1 day's rental, since this delay seriously affects our cleaning and quality control procedures. Late check out can only be authorised by our team by email and it must be requested at least 48 hours in advance.

The stay must be left in the same condition in which you found it in accordance with below mentioned rules:

- All rubbish bins empty and rubbish (also glass, paper etc) taken out to the rubbish containers at the street.
- Refrigerators empty. Don't leave any food at all.
- Oven and barbecue clean.
- Dishwasher empty and no dishwash left in the kitchen.
- Furniture in original position.

A fee will be charged if:

- More beds are used than you booked. The price of a linen set will be charged to your security deposit.
- A key of the house, gate or pool area is lost (€ 100 each, as all locks need to be changed).
- The stay is not checked out as aforementioned (€ 50).
- There's any damage or loss. We reserve the right to charge the lead guest for any damages caused through the course of a booking by any member of the booking party. This includes breakages, spillages, stains, damage to furniture or fixtures and fittings. Any accidental damages should be reported as soon as possible in order to minimize damage and associated costs. A list of the inventory of the house is included in the digital welcome book. If the damage you have caused is not covered by the security deposit, then you will be notified by email. If we are unable to come to an agreement, we will take steps to recover the cost through the relevant legal channels as defined in Clause 13.

9. CONDITIONS OF USE

1. **Responsibilities of the undersigned occupant.** When you book a stay for other occupants (in addition to yourself), you become liable for the total rental price and for any damage caused by their behaviour and by the behaviour of all the others who occupy the rented stay. Nevertheless, legal responsibility falls on all the occupants of the stay, to whom a claim may be made for the total damage caused by the group regardless of which person actually caused the damage.
2. **Maximum number of occupants.** The booking is valid for the maximum number of occupants stated in the reservation. Use of the stay by more than the specified number of occupants is not permitted. If you exceed the maximum number of occupants, the rental agreement may be terminated immediately and you will lose your security deposit. In this case, any payments you have made will not be refunded and you will be liable to pay the total rental cost.
3. **Visitors.** Visits to the stay by others will only be permitted on an occasional basis. Under no circumstances may visitors stay the night in the stay or use it as a base to stay while they are accommodated elsewhere.
4. **Celebrations and parties.** Holding parties or events with more than the maximum number of occupants authorised in the stay is absolutely forbidden. Breach of this clause will lead to the total cancellation of the booking without the right to a refund of the price paid. Celebrations and parties in general are not allowed. The hiring of stays by companies for the organisation of celebrations or parties for third parties is not permitted, regardless of the number of guests attending.
5. **Commercial activities.** Any commercial activities like a photoshoot, film recording, TV programs or recording any type of media for (social) media activities are not allowed. Unless otherwise agreed.
6. **Smoking.** Smoking (and similar like e-cigarettes, incense, tobacco pipe etcetera) inside the properties is forbidden. Smoking is only permitted outside the stays and using the ashtray.

7. **Pets.** Pets are not permitted in our stays. If Viva la Vida Buena or its suppliers discover that you have brought one or more unauthorised pets onto the property, Viva la Vida Buena reserves the right to immediately cancel your stay and you will be required to vacate the stay within four (4) hours. You will also be liable to pay the additional charges for cleaning.
8. **Access to the property.** During the stay, the accommodation is exclusively for your use. However, you are required to provide access to our staff and other authorised persons during your stay to verify your compliance with your obligations as described in this document, to persons needing to clean the swimming pool and maintain the garden and make any repairs or to perform other tasks deriving from incidents occurring on the property during your stay. In any case, the staff at Viva la Vida Buena will ring the doorbell or knock twice before entering the stay and will only use the key if you do not answer the door.
9. **Suspicion.** Viva la Vida Buena reserves the right to cancel the rental if there are threats or reasonable suspicion that you will cause serious damage to the property. If you breach these conditions of use and/or the departure conditions, we will automatically terminate this agreement and you will lose your security deposit.
10. **Electricity.** The cost of electricity consumption is included in the rental of our stays, and the rate is established based on a maximum daily consumption of 6 kWh/person. Children up to 2 years are not included in the daily maximum. In the event that the electricity consumption was higher than the maximum established, the excess will be deducted from your deposit. All occupants are urged to make responsible and reasonable use of heating, air conditioning equipment and energy in general to avoid incurring additional costs during their stay. It is forbidden to leave lights and especially air conditioning equipment on when you are not inside the property.
11. **Cleaning costs.** The cost of cleaning the accommodation at the end of your stay is included in the booking price and is subject to the provisions of Clause 8 of these general conditions. Any additional cleaning services requested during the stay will be subject to a supplement on the amount payable for the booking, and this must be paid before the cleaning takes place.
12. **Bed linen and towels.** Bed linen and towels are included in the rental price. Prices for bed linen and towels on the website are prices per week. When the stay exceeds 10 days a compulsory change will take place weekly. This will be charged for the same price as initial linen costs.
13. **Keys to the property.** You will be handed a code to open the keybox for the main key. An extra key will be in the house as well a key to open the poolcomplex (if applicable). If you do not return the key or they are mislaid, you will be charged an additional €100 to compensate the costs for placing new locks. This amount will be deducted from your security deposit.

10. CHANGES TO BOOKINGS OR CANCELLATION BY VIVA LA VIDA BUENA DUE TO UNFORESEEABLE CIRCUMSTANCES

Viva la Vida Buena reserves the right to substitute the accommodation you book with similar accommodation in the event of a serious unforeseen event which makes it impossible for you

to stay in the accommodation booked. If it is not possible to accommodate you in a similar property or the accommodation proposed is not to your liking, you will be offered alternative dates or your booking will be cancelled and the entire amount you have paid will be refunded to you.

11. BENEFITS AND LIABILITIES

1. Viva la Vida Buena undertakes that the accommodation is as described in its general conditions, although you understand and accept that there may be occasional changes to the contents because of their regular use, such as different electrical appliances, outdoor furniture or decorative items, which are replaced periodically.
2. Viva la Vida Buena declines all liability for any changes affecting the accommodation or its surroundings which are not controlled directly by Viva la Vida Buena. You specifically accept that you are not entitled to claim any compensation on the grounds of any of the following anomalies which are unforeseeable and cannot be prevented by Viva la Vida Buena:
 - a. **Description of the property.** Viva la Vida Buena will not be liable for possible errors in the descriptions of the properties made by tour operators or third-party travel agencies. Once you have booked with a tour operator or travel agency, you must check the exact description of the property on the website of Viva la Vida Buena, the party ultimately responsible for your stay.
 - b. **Building work.** It may be the case that there is unexpected building work in progress in the surrounding area. This building work is usually carried out by other property owners, building contractors or governmental organisations with whom Viva la Vida Buena has no relationship, so Viva la Vida Buena has no control over this work. Therefore, when booking the accommodation, you understand and accept that Viva la Vida Buena is not liable for any nuisance caused by building work which is not carried out by Viva la Vida Buena.
 - c. **Noise nuisance.** Beside building works other noise nuisance may occur, e.g. noisy neighbours, barking dogs, local festivities, fireworks etc, which Viva la Vida Buena has no control of and which comes with a house in a residential area and/ or residential complex and/ or inhabited region. Therefore, when booking the accommodation, you understand and accept that Viva la Vida Buena is not liable for any nuisance of third parties.
 - d. **TV:** If the description states that there is TV in the property, this does not necessarily mean that it is possible to receive all the channels you would like. Property owners, most of whom are foreign, have decoders which do not necessarily receive all international channels, but just a selection of these
 - e. **Water, electricity, and Internet.** Water cuts, electricity outages and Internet failures are not uncommon on the Costa Blanca, particularly when the area is catering for large numbers of visitors in the summer season. Municipal and/or regional authorities may decide to temporarily cut off or restrict supplies and services due to specific building work or exceptional situations. Viva la Vida Buena declines all liability for this type of inconvenience and for damages caused by these restrictions.

- f. **Accidents and thefts.** Viva la Vida Buena does not accept liability for any loss, damage, or injury (injuries, illness, death, material damage or theft) sustained by you or your companions during your stay. By booking the accommodation you accept that you are responsible for the safety and security of your own belongings, and you understand that you may not hold Viva la Vida Buena liable for any of such incidents.
- g. **Other incidents.** It is important that you, as the occupant, agree and understand that some incidents naturally arise as a result of wear and tear on the property, and that on some occasions these are impossible to anticipate (for example, septic tank problems, boiler problems, broken taps, electrical faults, etc.).

Viva la Vida Buena has a preventive and corrective system for dealing with incidents. Notwithstanding our quality and customer service policy some incidents may not have been detected in the accommodation you have booked. Please notify us of any such issues during the first 24 hours of your stay via our email hello@vivalavidabuena.com or by phone to +34 - 664 623 968 to enable us to resolve the issue as quickly as possible, with the minimum impact on your stay.

If you do not notify us of any issues within the first 24 hours, you will lose the right to complain about any defects you detected on arrival. We need you to notify us of such incidents to ensure that you are not held responsible for any breakages or damage caused by previous occupants that were not detected by our team during the inspection prior to your arrival.

We at Viva la Vida Buena will do everything within our means to resolve or minimise the impact of any incidents occurring during your stay. This notwithstanding, by booking your stay you agree that Viva la Vida Buena shall be responsible solely for matters over which it has control and a real capacity to resolve during your stay, and that certain events, particularly during the high season, may take longer to resolve than you might wish, because they require assistance from specialised suppliers whose availability is not guaranteed.

If the incident is not satisfactorily resolved within 24 hours of you reporting it by telephone, you may lodge a complaint by sending an email to hello@vivalavidabuena.com. If you move to alternative accommodation provided by Viva la Vida Buena or leave the property early without notifying Viva la Vida Buena, you will no longer be entitled to receive any compensation that might be applicable.

12. VALIDITY AND CONTRACTUAL TERM

The contractual relationship is subject to the jurisdiction of the Courts of Denia, which will resolve any complaints or disputes in connection with stays in our accommodation.

ANNEX A: COMMUNITY RULES ARNELLA

Ca la Bahía is part of the Community of Arnella. The following rules apply for renters of Ca la Bahía.

COMUNIDAD DE PROPIETARIOS L'ARNELLA DEL PORTET

RULES OF THE COMMUNITY

September 2004.

Spanish Law supports these Rules and even minor changes must not be made without the permission of the Community. It is the responsibility of Owners who intend to sell their property to inform purchasers of these Rules.

- 1) Cars must be parked in forecourts.
- 2) Bungalows must conform to the original colour scheme of external painting.
- 3) The external appearance of Bungalows must be kept in good repair so as not to detract from the overall appearance of the complex.
- 4) External drives and forecourts must be kept as original, unless the community decides otherwise.
- 5) The following are banned from the pool area:-
 1. Glasses, other than plastic ones.
 2. Glass bottles.
 3. Radios, other than those used with headphones.
- 6) No audible music after 23.00 or before 08.00. During other hours the volume of radio and music must be kept to a level such that it does not cause annoyance to other residents.
- 7) No external structural alterations or additions may be made to Bungalows without the consent of the community.
- 8) Owners may reasonably lop trees which grow and obstruct their views.
- 9) No swimming in the pool between 24.00 and 06.00.
- 10) When properties are let a copy of the Community Rules shall be prominently exhibited for the benefit of tenants.
- 11) President and Vice President remain in office for 1 year only, unless the community wish them to remain in office and they are willing so to do.
- 12) There is no rubbish collection. All rubbish must be taken to the special road containers.

ANNEX B: COMMUNITY RULES LAS OLAS

Ca la Ola is part of the residential complex Las Olas. The following rules apply for guests of Ca la Ola.

In progress.