

Conditions of the Lease Agreement:

Contractual partners

The lease agreement is concluded between the Lessor (owner) and the Lessee.

Payment, cancelation

1. Unless otherwise specified in the Confirmation of Reservation, a down payment for the rent, in the specified amount, is due within 5 days from the conclusion of the Agreement, via bank transfer, and the remainder is due in cash during the handover of keys. Payments must be received within the specified time limit. Transfer fees are at the expense of the Lessee. Unless otherwise specified in the Confirmation of Reservation, the down payment as a rule constitutes 10%-15% of the total lease price.
2. In urgent cases, the Lessee and Lessor may cancel the Agreement within 2 days (weekends not included) of the conclusion of the Agreement (date of Confirmation of Reservation). This does not result in any costs for the Lessee. In this case, the Lessor agrees to immediately repay to the Lessee any amounts already paid (if applicable via the Agency).
3. Cost recovery in case of shortening of the rental period or decreasing of the number of persons is only accepted until 7 days before arrival and only for up to 10% of the initial total amount of the booking. Further shortening would be a cancellation of the whole booking, cancellation fees would then become due and that for the whole booking.
4. Any applicable cancelation fees are specified on page 1 of the Confirmation of Reservation. In case of cancelation by the Lessee, these fees become due for payment immediately. The Lessee's right to prove lower damages in case of cancelation thereby remains unaffected.
5. In case of a cancelation based on travel warnings for Lanzarote there will be no cancelation costs further to the down payment, and the down payment is not refundable.
6. It is strongly suggested that the Lessee conclude a travel cancelation expenses insurance. For this, the Lessor would be pleased to send the Lessee or the Agency an offer for a corresponding insurance.
7. By transferring the down payment, the Lessee confirms knowledge and inclusion of these Conditions of the Lease Agreement.

Moving in and out

1. In each case, we try to make your move into the accommodation on the day of arrival and your time during the day of departure as enjoyable as possible, taking your flight schedule into account. In most cases this is possible without any problems. However, should this happen to not be possible due to the booking schedule, the Lessee will have access to the accommodation at the latest at 4:00 PM on the day of arrival and must vacate the accommodation at the earliest at 11:00 AM on the day of departure.
2. The check-in at the accommodation must be done until 10:30 PM. If the check-in is later we will charge a fee of 30 EUR per booking.

Duties of the Lessor

1. The leased accommodation and its key will be handed over to the Lessee in clean condition.
2. Unless otherwise specified, for a duration of stay of at least twelve days, the Lessee will receive a weekly change of bed linen and towels.
3. Should it not be possible to hand over the reserved accommodation at the time specified in the lease agreement (for example due to unforeseeable urgent repair work, or other similar cases), the Lessor may provide replacement accommodation of equal value, without prejudice to any warranty claims of the Lessee, unless the replacement accommodation is deficient.

The Lessee agrees as follows:

1. To treat the accommodation and all furnishings and equipment with care.
2. Not to undertake any changes to the accommodation or to its furnishings or equipment.
3. Not to accommodate any additional lessees / guests without the explicit permission of the Lessor. This also applies for regular daytime lodging of persons who do not reside in the rented accommodation.
4. Pets are generally not permitted. Exceptions may be possible in individual cases after consultation with the owner.
5. To vacate the accommodation at the agreed upon time. The key must be deposited at a place to be agreed upon.
6. When moving out, to hand over the accommodation in a faultless and proper condition. Final cleaning does not include washing used dishes.
7. To report any complaints about the accommodation without delay to the Lessor. Reclamations that are reported later do not entitle to a reduction of rental.
8. In case of damages or other unusual occurrences, to inform the Lessor without delay.
9. The Lessee brings along his own beach towels. It's not allowed to take along the towels and parasols of the accommodation to the beach.

Liabilities of the Lessor

1. The use of the accommodation occurs at the Lessee's own risk.
2. The Lessor is liable toward the Lessee only for damages that occur as a result of premeditation or gross negligence on the part of the Lessor or a legal representative or assistant of the Lessor.

Liability of the Agency

The Agency is liable as a broker only for the grossly negligent or premeditated breach of duty regarding the brokering services, not, however, for providing the service that it brokered or provided.

Liability of the Lessee

The Lessee shall indemnify the Lessor against all legal consequences of third party claims against the Lessor or the Agency arising from actions and failures to act on the part of the Lessee.

Various / Supplemental agreements / Severability Clause

1. The lease period can only be extended with the consent of the Lessor.
2. No supplemental verbal agreements have been concluded.
3. Should obvious mistakes have been made in the calculation of the specified lease price, the Lessor and the Lessee have the right and duty to correct the lease price according to the valid price list, without affecting the validity of this Agreement. The prices that apply are those that are specified at charcodelpalo.com on the Internet at the time of the conclusion of the Agreement.
4. If a provision of this Agreement is or becomes illegal, invalid or unenforceable, that shall not affect the validity of any other provisions of the Conditions of the Lease Agreement. The parties agree to replace the invalid provision by a valid provision that comes as close as possible to fulfilling the same purpose as the invalid provision.
5. In the case of any misunderstanding occurred with the translation of these Conditions of the Lease Agreement the German text we be the valid one.

Place of jurisdiction, governable law

The law at the location of the Lessor's registered office applies and the place of jurisdiction is where the Lessor's registered office is located. For claims against the Agency, the law at the location of the registered office of the Agency applies and the place of jurisdiction is where the Agency's registered office is located.