

## **AGREEMENT FOR ACCOMMODATION BOOKING**

This Agreement (hereinafter referred to as "Our Agreement") is entered into between C.P.M. Ballering-van der Kleij, a registered entity in the Netherlands, located at Kerkstraat 16, 5261CR Vught the Netherlands and all other home-owners who are listing their property on our website [www.imagine-spain.com](http://www.imagine-spain.com). These entities referred to as "us" or "we"), and the individual making the apartment accommodation booking (referred to as "you" or "the lead name"). Our Agreement governs the rights and obligations of both parties in relation to the purchase of apartment accommodation from us, as listed on our website [www.imagine-spain.com](http://www.imagine-spain.com).

### **1. Acceptance of Our Agreement**

By booking apartment accommodation with us, you, as the lead name, accept the terms and conditions outlined in Our Agreement on behalf of all individuals traveling with you.

### **2. Communication and Lead Name Responsibility**

All communication and transactions will be conducted exclusively with the lead name mentioned in your booking. The lead name must be an adult at the time of booking. Any individuals under the age of 18 included in your booking must be accompanied by an adult.

### **3. Entire Agreement**

Our Agreement, along with the details of your accommodation provided in the booking confirmation, constitutes the entire agreement between us regarding your accommodation.

### **4. Governing Law and Jurisdiction**

Our Agreement is made under the laws of The Netherlands. Any disputes arising from this agreement shall be exclusively submitted to the district jurisdiction in 's-Hertogenbosch, the Netherlands.

### **5. Provision of Information**

You are responsible for ensuring that all information provided to us is accurate, and you must promptly notify us of any changes. When providing personal data of other individuals, you must ensure that you have obtained their consent to share such data with us. All details provided by you will be handled in accordance with our Privacy Notice.

In certain countries, you and all individuals included in your booking may be required to provide a copy of your passport and complete a police registration card during the check-in process.

While we may contact you via email if you provide us with your email address, please note that you may still need to contact us using the provided telephone number.

You are responsible for sharing any important safety and travel information provided by us with all individuals included in your booking.

### **6. Pricing and Payment**

Upon booking, a reservation fee of 30% of the net rental fee is required. The remaining total rental amount, including all services, refundable deposit of €350,- per stay/per month rental, and additional extras booked, must be paid no later than eight weeks before the start of your accommodation. Failure to make payment may result in the cancellation of your booking, and applicable cancellation fees may be charged.

### **Refundable deposit**

- a. Lessee will pay 1 deposit of € 350,- per stay/ per month of which (if applicable) €50, covers the remote control of the parking. Lessor will refund this deposit at the end of the rental period whereby that which the lessor owes the lessee will be deducted (see article 9). For each missing towel we will charge €10,= (small), €20,= (large) and €30, = (beach towel). The rent includes the use of the apartment, the use of the fixed inventory, local taxes and use of energy with a maximum of Euro.50,= per week
- Electricity consumption will be measured upon arrival and departure. Extra electricity consumption will be deducted from the deposit. In the event that the deposit is not covering the outstanding amount the Lessee will be obliged to pay the amount due within 7 days after departure.

Upon booking, we will send you a booking confirmation within 2 days. In the event of an obvious pricing error on the booking confirmation, our website, or our booking systems, the booking made based on that incorrect price will not be valid. We reserve the right to cancel such a booking and provide a refund, unless you choose to pay the correct price.

### **7. Amendments and Transfers**

Certain changes may be made to your booking. Each element of your booking has specific conditions for amendments, which will apply accordingly. The price of your new accommodation will be based on the prevailing price at the time of the change.

Some changes, such as a check-in on a later date or changes that reduce the price of your accommodation, may be considered as cancellations, and a cancellation fee will be applicable.

You may transfer your booking to another individual by providing us with at least 2 days' written or email notice. The new lead name must accept the transfer and the terms of Our Agreement. You and the new lead name will be jointly responsible for any amendment fees and costs resulting from the change.

Please note that the price you pay will not be reduced, even if the new accommodation is cheaper than the original booking.

### **8. Cancellation of Your Booking**

To cancel your booking, you must notify us as soon as possible.

The cancellation fee will be determined based on the period of notice provided before the start of your accommodation and will be calculated as a percentage of the total price of your accommodation.

If you are unable or choose not to accept the accommodation on the agreed date, you must inform us immediately. Any telephone conversations related to the cancellation must be confirmed in writing or by letter. The cancellation fees are as follows: up to 90 days before the rental period starts - 15% of the rental price; up to 60 days before - 25% of the rental price; up to 30 days before - 50% of the rental price. If you inform us 30 days or less before the agreed date or during the rental period that you no longer wish to use the rented accommodation, the full rental price will remain due.

You are responsible for arranging your own cancellation insurance.

## **9. Cancellation by Us**

In the event that we cancel your booking, except in cases where non-payment is the reason for cancellation, you have the option to either cancel your booking and receive a full refund or accept a replacement accommodation of a similar standard and price, subject to availability. We will also provide the compensation outlined below, unless the cancellation is due to any of the reasons listed under "Events Beyond Our Control." If a replacement accommodation is offered at a lower price, we will refund the difference.

## **10. Changes to Your Accommodation**

While we strive to fulfill our promises, unforeseen circumstances may necessitate changes to your accommodation. We reserve the right to make changes at any time, and we will inform you in advance if possible.

In the event of a major change to your accommodation, we offer the following options:

- Accept a replacement accommodation of the same or similar standard and price, subject to availability.
- Cancel your booking and receive a full refund.

If a major change is made, we will provide compensation of €50 per booking, unless the change is due to any of the reasons listed under "Events Beyond Our Control." Additionally, we will refund the price difference if the replacement accommodation is of a lower price.

## **11. Events Beyond Our Control**

Events beyond our control, such as war, riots, civil disturbances, terrorist activity or its consequences, industrial disputes, natural or nuclear disasters, fire, health risks, severe weather conditions, governmental actions, pandemics, and similar events, may prevent us from fulfilling our obligations under this agreement.

## **12. Pet Policy**

For reasons of hygiene, pets are not allowed in our accommodations.

## **13. Smoking Policy**

Smoking is strictly prohibited inside our accommodations.

## **14. Guest Behavior**

Only the lead name mentioned in the booking is permitted to use the accommodation. No other individuals are allowed to stay at the accommodation. The lead name is responsible for any damage caused to the accommodation or its contents during the stay.

We reserve the right to refuse or discontinue providing services to you if we, or any person in authority, believe that your behavior, whether communicated through any form or in person, is disruptive.

In the event of disruptive behavior during your stay, we reserve the right to remove you from the accommodation without any entitlement to a refund. You will be liable for any damages, costs, and expenses (including legal expenses) incurred as a result. This includes, but is not limited to, cleaning,

repairing, or replacing lost, damaged, or destroyed property, as well as compensating other guests, staff members, or agents affected by your actions.

Disruptive behavior includes threats, abusive behavior, property damage, or any behavior that disturbs or endangers other guests, staff members, or agents.

### **15. Issues During Your Stay**

If any services or amenities promised under this agreement are not provided as agreed, we will compensate you accordingly, unless the issue arises due to any of the reasons listed under "Events Beyond Our Control," is your fault, or is caused by a third party

If you encounter any difficulties during your stay, we will make every effort to assist you. However, you will be responsible for any costs incurred if the difficulty arises due to your own actions.

You are responsible for any loss, theft, damage, or injuries experienced or incurred during your stay

### **16. Complaint Procedure**

In the rare event that you encounter any issues, you must immediately notify our representative at +34 669065296 for prompt resolution. If our representative is unavailable, you should contact us directly at +31 681881940 via WhatsApp or phone. We will endeavor to resolve any complaints as quickly as possible.

### **17. Modifications to the Terms and Conditions**

We reserve the right to modify these terms of Our Agreement at our own discretion. Any changes will be made available on our website and will automatically apply to you, except if you booked your accommodation prior to the publication date of the new terms. In such cases, the previously accepted version of Our Agreement will remain applicable.

## **2. Data Collection**

### **2.1 Use of Data for Marketing**

The collected data is used solely internally for offering discount promotions and is not disclosed to third parties.

### **2.2 Right to Access Data**

You always have the right to access your personal data.

### **2.3 Right to Erase Data**

If you decide that your data should be deleted from our system, we will request your written consent to process this request.

### **2.4 Data Retention Period**

We have a data retention period of 5 years. If you do not make a booking with us annually, we will automatically remove your data from our system after 5 years.