

Welcome to *Casa Miami.*

General terms and conditions

To ensure an enjoyable stay for all guests, we have drawn up a number of terms and conditions. These general rental terms contain important information about reservations, payments, the security deposit, your stay, and guidelines for the use of the villa and its surroundings. We kindly ask you to read these terms carefully. By making a reservation, you confirm your agreement with the content of this document.

If anything is unclear or if you have any questions, please don't hesitate to contact us. We are happy to assist you.

Casa Miami

Las Colinas · Spain

Applicability of the General Rental Terms

These general rental terms apply to all bookings and agreements related to the holiday home 'Casa Miami', located within Las Colinas Golf & Country Club at the following address: Avenue de Las Colinas, Limonero 3, 03189 Orihuela, Spain.

In these terms and conditions, the term "tenant" refers to the person who enters into a rental agreement with the landlord regarding the use of the holiday home. These general terms apply at all times, regardless of any prior or future reference by the tenant to their own terms and conditions or any other general terms. Such alternative terms are explicitly rejected. Any deviations from these general rental terms are only valid if explicitly agreed upon in writing by the landlord.

Reservations

The landlord only accepts reservations from persons aged 18 or older. The landlord reserves the right to refuse any reservation at any time, without giving a reason.

Casa Miami has a minimum stay requirement of 11 nights and a maximum of 30 nights. Stays longer than 30 nights are only possible upon request and subject to adjusted pricing and conditions. For such stays, please contact us in advance at booking@casamiamilascalinas.com. Requests outside these stay limits will not be accepted automatically.

A reservation becomes final once the deposit has been received by the landlord. The terms and conditions outlined in the 'Payment Terms' section apply to all payments. The rental agreement between the tenant and the landlord is considered binding once we have issued a written confirmation of the reservation. This agreement pertains solely to the temporary rental of the holiday home for recreational purposes.

Payment terms

The following payment terms apply:

- The tenant is requested to transfer 40% of the total rental amount plus the security deposit within 2 days of receiving the reservation confirmation.
- The remaining 60% of the rental amount must be paid no later than 30 days prior to the arrival date.
- If the reservation is made within 30 days of the arrival date, the full rental amount (100%) must be transferred within 2 days of receiving the reservation confirmation.
- The deposit and/or full rental payment must be transferred to the following account: Casa Miami (T.A.A. Kok & S.M.R. Kok) IBAN: NL26RABO0141672064 BIC: RABONL2U. Please include your reservation number as the payment reference.
- By completing the full payment, the tenant confirms that they have read and accepted the general rental terms and conditions. The rental agreement automatically ends at the conclusion of the agreed rental period.

- If payment is not received within the specified timeframe, the tenant is considered in default. In such cases, the landlord reserves the right to cancel the reservation and terminate the rental agreement.

Costs

When renting Casa Miami, certain costs and services are included in the rental price. Others may be optional or charged separately. The overview below provides clarity on what tenants can expect during their stay.

Included in the rental price:

- Gas, water and electricity
- Use of bed linen and towels
- Wi-Fi and internet
- Final cleaning
- Tourist tax

Not included in the rental price:

- Security deposit
- Optional interim cleaning and linen change (for stays longer than 14 days)

Security deposit

A security deposit of €1,500 is required. This amount serves as a guarantee for any damages and/or costs in the broadest sense, which the landlord may deduct if the tenant or their companions fail to meet their obligations as responsible guests. The deposit must be paid in full at the time of reservation.

If the deposit is not received, the landlord reserves the right to deny the tenant access to the property. In the event of non-payment, the landlord is also entitled to terminate the rental agreement with immediate effect.

The deposit — or the remaining balance thereof — will be refunded within 14 days after departure to a bank account provided by the tenant, after deduction of any claims (e.g. damage to the property or inventory, or other costs). Please note: this refund does not affect the landlord's right to seek further compensation if the damage exceeds the deposit. In such cases, the landlord reserves the right to hold the tenant liable for the outstanding amount.

Changes to the booking

If the tenant wishes to make changes to the booking/agreement after it has been established, the landlord is not obliged to comply. It is at the full discretion of the landlord whether and to what extent changes are accepted.

In principle, changes are not permitted within 4 weeks prior to arrival. If the tenant, after the booking/agreement has been established, wishes to change to a different or non-consecutive rental period, the cancellation terms as described in the section 'Cancellation' will apply.

A different rental period is understood to mean a period that does not fall within the rental period reserved by the tenant (and confirmed by the landlord).

Cancellation

Cancellations by the tenant must always be made in writing via email. The following conditions apply:

- For cancellations up to 30 days before the scheduled arrival date, 40% of the total rental amount is due.
- For cancellations from 30 days prior to arrival up to the arrival date itself, 100% of the total rental amount is due.
- If the tenant does not arrive within 24 hours after the agreed arrival date, without prior notice, this will be considered a cancellation, and 100% of the total rental amount will be charged.
- In the event of a cancellation by the landlord, any amounts already paid will be fully refunded.

Force Majeure

Force majeure on the part of the landlord exists if the fulfilment of the rental agreement is wholly or partially — whether temporarily or permanently — prevented by circumstances beyond the landlord's control. This includes (but is not limited to) the threat of war, blockades, fire, flooding, or other disruptions or unforeseen events.

Liability, complaints and damages

During the rental period, the tenant and all accompanying guests are jointly and fully liable for any damage caused to the house, its inventory, and everything belonging to the rented property — unless the tenant and/or their guests can demonstrate that the damage was not their fault. Tenants are advised to carefully inspect the property and its inventory upon arrival. Any damage or deficiencies must be reported to the landlord immediately.

The landlord accepts no liability for theft, loss or damage to personal belongings or injuries to persons, regardless of the cause, during or as a result of the stay in the holiday home. The landlord also accepts no liability for external circumstances such as construction work, road maintenance or other disruptions in the area surrounding the holiday home.

The landlord accepts no liability for the failure or temporary unavailability of technical equipment, utilities, internet and/or television services. The cost of normal maintenance and repair of defects is the responsibility of the landlord. In the event of a malfunction or defect, the tenant must inform the landlord as soon as possible.

Arrival, departure and stay

The exact check-in time will be agreed upon in mutual consultation prior to arrival. On the day of arrival, the tenant may check in from 15:00. On the day of departure, the tenant must vacate the property by 11:00. Any changes to these times must be arranged in advance.

The landlord expects the tenant to use the holiday home with care and respect, so that future guests can enjoy it as well.

Any costs incurred as a result of the tenant failing to vacate the property on time may be charged to the tenant.

Items left behind after departure will be kept for a reasonable period, but the landlord accepts no responsibility for them. If requested, returned items will be shipped at the tenant's expense.

The holiday home is non-smoking indoors. Smoking is permitted outside on the terrace. Pets are not allowed in the property. Barbecuing is permitted using the provided Green Egg barbecue, which must be cleaned before departure.

Although water and electricity are included in the rental price, tenants are kindly requested to use these resources responsibly.

Subletting and occupancy

Subletting or re-renting the property is strictly prohibited.

Staying with more people than stated in the reservation — or exceeding the maximum occupancy of the property — is not allowed without prior written consent from the landlord. Violating this condition may result in immediate termination of the rental agreement without any refund of rental fees.

It is not permitted to move furniture such as wardrobes or beds, audio or television equipment, or to take any part of the (indoor) inventory outside — with the exception of crockery, glasses and cutlery intended for outdoor meals.

Departure, final cleaning and inspection

The final cleaning is included in the rental price. However, if the property is used improperly or left in an unusually poor condition, additional cleaning fees may be charged to the tenant. Upon departure, we kindly ask tenants to:

- remove and dispose of perishable food from the fridge,
- close all windows, doors and sliding doors securely,
- turn off all taps and lights,
- report any broken items or damage.

Inspection

The landlord reserves the right to enter and inspect the property during the rental period. If the tenant, their family members, guests or any other visitors permitted by the tenant fail — despite prior warnings — to comply with the rental terms, house rules, or reasonable instructions given by the landlord, the landlord has the right to immediately terminate the rental agreement. In such a case, the tenant and any accompanying guests may be denied further access to the property, without any refund of rental fees. This includes, but is not limited to, violations such as disturbing the peace at night or causing nuisance or disruption.

Privacy

The personal data provided by the tenant in the context of a reservation or stay will be used by the landlord solely for the proper execution of the rental agreement and for administrative purposes. This may include contact details, passport or ID information (if legally required), payment information, and any communication related to the stay.

All personal data is treated confidentially and will not be shared with third parties, unless this is necessary for the fulfilment of the rental agreement (for example, when involving a local key manager or cleaning service), or if required by law. The landlord will not retain personal data longer than necessary for the purpose for which it was collected, unless a legal retention period applies.

The tenant has the right to access, correct or request the deletion of their personal data. Such requests can be directed to: info@casamiamilascolinas.com. For more information on how personal data is handled, the tenant is welcome to contact us.

Noise disturbance at Las Colinas Golf & Country Club

The resort Las Colinas Golf & Country Club has established specific rules to ensure peace and to enforce local noise regulations within the resort. A clear procedure is in place in the event that security company Eulen needs to intervene due to noise complaints.

Detection of disturbance

- A report of noise disturbance may be received from a resident or may be directly observed by the security staff.
- Eulen will assess on site whether the noise level exceeds reasonable limits, as defined by the resort's regulations.
- During their patrols, security staff are expected to be alert to potential noise issues and are authorised to intervene — even in the absence of a formal complaint.

Intervention

- Eulen will contact the tenant responsible for the noise disturbance.
- The tenant will be politely but firmly requested to immediately reduce the noise level.
- The tenant will be informed of the applicable noise regulations.
- Both the tenant and the landlord will be notified that an incident report will be filed.
- The tenant will also be informed that the costs of this intervention will be charged to them.
- In case of continued or repeated disturbances, the tenant will be warned that a next intervention will be carried out by the police, which may result in substantial fines.

Incident reporting

Eulen will prepare a detailed report of the intervention, including:

- Date and time of the incident
- Property number where the disturbance occurred
- A brief description of the situation, preferably including the measured decibel level (dB)
- Actions taken
- Name of the responding security officer

Communication to management and landlord

Eulen will send the incident report to the Las Colinas administration within 24 hours and email a notification to the landlord, explaining the nature of the intervention.

Costs

All costs arising from interventions due to noise complaints or other forms of disturbance — including but not limited to security fees, fines or administrative charges — will be fully charged to the tenant.

In the event of nuisance, damage, or serious negligence, (part of) the security deposit may be withheld to cover any resulting costs, repairs or disturbances.

In the case of repeated or serious violations of the rules — such as noise disturbance, vandalism, exceeding the occupancy limit, or aggressive behaviour — the landlord reserves the right to immediately terminate the rental agreement. In such cases, the tenant forfeits the right to any refund of rental fees already paid.

Exclusion from future bookings

The landlord reserves the right to refuse any future booking requests from the tenant.