



**GOMERA***individual*

# General Terms and Conditions of the Mediation of Holiday Accommodations and Car Rentals in Spain

## 1. Scope and Validity of the Terms and Conditions

1.1 These general terms and conditions are valid and pertain to the renting of accommodations and car rentals by Tabea Zierau (GOMERA individual), Osterwiese 12, 21335 Lueneburg, Germany, hereafter referred to as GOMERA individual.

1.2 The contracting party is exclusively the lessee of the vacation accommodation and the car rental agency. For the respective providers, the agreement regulations as well as the content of the respective booking is binding.

1.3 Description of the services rendered: Agency for booking holiday dwellings and lodgings in Spain through GOMERA individual. In contrast to other travel agencies, no air and train travel services are provided, instead the rental agreement between the homeowner or their agent and the inclusive services are mediated. The mediation consists of conscientious information, counselling and a choice of the rentals available on the Internet, the framework of which is carefully and dutifully carried out in the fashion of a proper merchant.

## 2. Holiday Rentals and the Making of a Mediation Agreement

2.1 The rentals appearing on the website of GOMERA individual are not binding offers on the part of the proprietor. They are solely for information purposes. Only upon receiving and approving your registration form (via telephone for confirmation, per e-mail or fax) will a binding formal completion of an agreement for the leasing of holiday accommodations and/or car rental take place.

2.2 Booking an accommodation: Issuance of the binding reservation confirmation through our agency takes place when we take delivery of your reservation, you return the booking form accepting the terms and conditions and, according to paragraph 3.2, remit the service fee to GOMERA individual.

2.3 Booking a car rental: The binding reservation of the car rental through our agency occurs when we verify the registration. You will be notified by way of a booking confirmation. We can deliver this information to you via e-mail, fax or mail.

## 3. Cost & Payment

3.1 The price for the services rendered for the vacation booking arises from the reservation confirmation we send to you. Provided that nothing to the contrary is noted,

additional costs and final cleaning are included. Wood for the fireplace is not inclusive in the price for the accommodation.

3.2 Booking an accommodation: Upon receiving the reservation confirmation, our mediation fee, consisting of 15-25 % of the total price, inclusive in the price, is due. Depending on the various booking conditions of the lessees, the rent will either be due upon arrival or else must be paid 14-21 days in advance. Please compare thereto the terms and conditions of the lesser to whom the reservation confirmation is delivered. In the reservation confirmation we inform the client as to the authorized addressee. Therein it refers to the respective provider of the service or their administrator.

3.3 Booking a car rental: There is no service charge for the procuring of a car rental. The total price of the renting after the signing of the rental agreement is to be paid to the respective dealer who is named in the booking confirmation.

3.4 If we are unable to definitively verify your contract or if an alternative offer of the respective dealer was not accepted, then the resulting payment will be reimbursed.

#### 4. Responsibilities of the Customer

4.1 You are liable for all information submitted for the booking.

4.2 For the booking, GOMERA individual requires the following data: Your name and address, the day and estimated time of arrival (ETA) of your flight, as well as the departure date and the time of your return flight. Submitting your mobile telephone number is voluntary, however, it simplifies our work considerably when, for example, we want to inform you about short-term notice of changes on the gomera ferry schedule.

4.3 As a general rule, the lodgings are ready for occupancy from 16:00 hrs. on the day of arrival; they are to be vacated by 11:00 hrs. on the day of departure. Please do not leave any trash or dirty dishes behind. By premature or late arrival neither the lesser nor GOMERA individual are liable for the additional costs or damages incurred. Arrival and departure is the personal responsibility of the traveller.

#### 5. Change of Reservation and Cancellations

5.1 The change of reservation and cancellation before the rental period is always possible. We expressly draw your attention to the fact that cancellations as a rule are cost related. The resulting fees are determined by the terms of the contract with the respective lesser and covered in the reservation confirmation. We recommend that you, by all means, secure travellers cancellation insurance.

5.2 Change of reservation or cancellations as regards GOMERA individual are to be explained in text form (letter, fax, e-mail).

#### 6. Liability for Information

6.1 The description of the accommodations/car rentals in our offer regardless of the type (photos, location outlays, ground plans or text) are based solely on the information provided by the respective lesser. GOMERA individual takes care to evaluate and review

the submitted information as to its comprehensiveness and reliability. We cannot, however, take on any liability for the information from the respective providers. This information is not a quality description, assurance or guarantee on our part.

6.2 GOMERA individual categorically rejects all liability for the accuracy of the information submitted by the provider.

## 7. Liability

7.1 We are committed to carefully selecting those rental opportunities chosen by us and a thorough processing of your booking documents. We shall be entitled to fulfil any and all assumed obligations in whole or in part by third parties; in such event, we will only avail ourselves of such persons or companies that are sufficiently qualified to properly perform the service due. In such event, we shall also assume responsibility for the fulfilment of the agreed obligations as provided in the contract and shall be responsible in relation to the client to use sufficiently qualified persons or companies to perform the services in each case. Information and descriptions not directly related to the rental property, i.e. those dealing with information germane to the landscape and the vacation resort are of a non-committal information character. All dimensional information as well as distances are estimated values. They were supplied by the provider and are not subject to liability.

7.2 We do not assume any liability – for disturbance of the service on the part of third party providers who are part of the process of mediation;

– for disturbances who causes lie outside of our area of influence, especially in the case of war, strikes and shutouts, internal disorders, epidemics, natural catastrophes, pest, dangerous allergies, oil pollution, beach and seaweeds (alga) pollution, infringements on sovereignty as in the case of foreign intervention, festivities, traffic density, etc.;

– for disturbances in the area of local supply and disposal services (e.g. for water, electricity and other energy, telephone network), especially when these disturbances are the result of forces beyond our control or local weather conditions;

– for impairments which emanate from the local and surrounding neighbourhood, e.g. through noise produced by neighbours, building (construction) measures not known to us and official ban on bathing;

– for service disturbances on the part of the service provider, whose liability according to domestic or foreign to legal regulations provisions is impossible or limited;

– for your personal belongings, e.g. theft or fire.

## 8. Other

8.1 The ineffectiveness of single regulations of the contract and/or these general terms and conditions does not have as a consequence the ineffectiveness of the entire contract.

8.2 All information is given to the best of our knowledge, however, without guarantee or liability.

8.3 Dispute resolution:

– The European Commission provides a platform for online dispute resolution (OS): <https://ec.europa.eu/consumers/odr>.

- Our email: [info@gomeraindividual.com](mailto:info@gomeraindividual.com)
- We do not take part in online dispute resolutions at consumer arbitration boards.

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