



I. GENERAL AND LEGAL TERMS (ESTIPULACIONES)

Article 1. Formation of the Agreement

The rental agreement between the Lessor and the Lessee becomes definitively binding the moment the first payment (the deposit) is received by the Lessor. By paying the deposit, the Lessee declares unconditional agreement with these general terms and conditions, which, together with the booking confirmation, form the entire agreement between the parties.

Article 2. Payment Terms

A deposit of 40% of the total contract sum must be paid at the time of booking via bank transfer, Visa, Mastercard, Amex, or Diners. This deposit is strictly non-refundable. A payment is only considered fulfilled when the funds have been irrevocably credited to the Lessor's bank account. If the booking is made within eight (8) weeks prior to the intended arrival date, the total contract sum (100%) must be paid immediately upon booking.

Article 3. Reservation Status

An option or provisional booking is not binding on the Lessor and will be automatically cancelled if the required deposit is not received within the specified timeframe.

Article 4. Payment of the Remaining Balance

The remaining open balance (60% of the contract sum) must be in the possession of the Lessor no later than eight (8) weeks prior to the arrival date. The Lessor is not required to send payment reminders. In the event of failure to pay on time, the Lessor reserves the right to terminate the agreement by operation of law and consider the reservation cancelled by the Lessee, whereby the deposit paid shall be forfeited to the Lessor.

Article 5. Amendments and Cancellations

Changes to booking details (such as the number of guests) must be requested in writing by the Lessee and require the express approval of the Lessor. The agreed arrival and departure dates cannot be altered. In the event of cancellation by the Lessee, both the deposit and any remaining balance already paid are entirely non-refundable.

If the Property is unavailable during the rental period due to force majeure or unforeseen circumstances, the Lessor's liability is limited to the refund of the amounts already paid by the Lessee. Refunds or rebookings to an alternative date are exclusively possible if, at the time of the stay, a government-imposed general lockdown in Catalonia or Spain exists that effectively prevents access to the Property. The Lessee acknowledges that the accommodation is reserved exclusively for them and that the Lessor refuses other bookings due to its seasonal nature, rendering the non-refundable nature of the amounts proportionate and justified.

Article 6. Travel and Personal Insurance

The Lessee is strongly advised to take out comprehensive travel, cancellation, and personal liability insurance to cover:

- Unforeseen circumstances or emergencies that may lead to the cancellation of the stay;
- Loss of property, accidents, material or immaterial damage, personal injury, additional costs, or inconveniences of any kind caused to persons or property arising during or in connection with the stay. The Lessor accepts no liability for loss or theft of personal property, nor for personal injury or death on the premises of the Property.

Article 7. Joint and Several Liability

If the Lessee consists of multiple individuals, all persons/parties are jointly and severally liable for all obligations arising from this agreement. The signatory of the booking form guarantees that they are legally authorized to do so and signs on behalf of all other staying guests.

Article 8. Use and Access to the Accommodation

The Property may exclusively be occupied and used by the guests specifically listed on the check-in form. Subletting, shared use, or allowing unregistered overnight guests is strictly prohibited. The Property is intended solely for recreational and holiday purposes, unless otherwise agreed upon in writing in advance (such as for events, weddings, or business meetings in accordance with Article 16). The Lessor reserves the right to enter the Property at reasonable times during the day for inspection, maintenance, or urgent repairs. In case of emergency, the Lessor shall have immediate access at all times.

Article 9. Legal Guest Registration (Registro de Viajeros)

The Lessee undertakes to provide the full and correct identification details (including passport or ID card numbers) of all staying guests to the Lessor before or at the latest upon arrival. This is mandatory to comply with Spanish legal registration obligations (*Ley de Seguridad Ciudadana* / reporting to the *Mossos d'Esquadra* in accordance with *Real Decreto 933/2021*). Failure or delay in cooperating with this requirement entitles the Lessor to refuse access to the Property without any right to a refund.

Article 10. Individual Rental of Accommodation Units

In the event that the houses/units on the estate are rented out individually (and therefore the entire estate is not rented exclusively to one party), individuals under the age of 18 are not permitted on the entire premises (*Adults Only*), provided that the applicable legal requirements regarding the right of admission (*derecho de admisión*) are met.

Article 11. Condition of the Property and Maintenance

The Lessee undertakes to leave the Property, including its interior, furniture, appliances, crockery, and cutlery, in the same clean and proper condition as it was found at the start of the stay. The Lessor is entitled to deduct additional cleaning or repair costs from the security deposit if the Property is left in an excessively dirty or disorderly state upon departure.

Article 12. Security Deposit (Borg)

The Lessee is required to pay a security deposit of € 2,000.00 upon arrival. This security deposit serves to cover any damage to the Property, loss or defects of the inventory, excessive cleaning costs, or administrative/contractual fines due to violations of the house rules (including but not limited to those set forth in Articles 13, 17, and 26).

The security deposit will be fully refunded within fourteen (14) days after the end of the rental period, provided that no damage, defects, violations, or missing items are found after inspection (an inventory check takes place before arrival and after departure). The loss of keys or remote controls (for gates, TVs, air conditioning, etc.) will be charged to the Lessee at the reasonable discretion of Masia Nur, with a minimum amount of € 75.00 per lost item.

Article 13. Smoking Prohibition

In accordance with applicable legislation, smoking is strictly prohibited in all indoor areas and rooms of the Property. In the event of a violation of this prohibition, the Lessor is entitled to charge a contractual fine of € 250.00 to cover the necessary extra cleaning costs and odor elimination, without prejudice to the Lessor's right to claim additional compensation if the actual damage exceeds this amount. When smoking in outdoor areas, cigarettes, cigars, and pipes must be fully and safely extinguished in the designated ashtrays at all times.

Article 14. Fire Safety and Open Flames

Due to the location of the Property in a rural, nature-rich region and the associated acute risk of forest fires, the use of fire pits, torches, open flames, and fireworks on the entire premises (both indoors and outdoors) is strictly prohibited. Barbecues are exclusively permitted in the locations explicitly designated by the Lessor and may be completely banned during dry (summer) months based on temporary government restrictions (such as the Catalan *Pla Alfa*). Violations of these safety regulations may lead to immediate eviction in accordance with Article 22 and the full recovery of any government fines or damages from the Lessee.

Article 15. Sound Equipment and External Installations

The Lessee and their external suppliers are not permitted to introduce, install, or use their own professional sound systems, mixing consoles, DJ equipment, or amplified speakers on the premises unless express prior written permission has been granted by the Lessor. Permitted amplified equipment may exclusively be used within the designated and closed indoor spaces.

Article 16. Catering and Event Terms

For weddings, parties, or events applies a maximum capacity of 50 people (including the guests staying overnight on the property).

It is the exclusive responsibility of the Lessee to ensure that the property (both indoor and outdoor spaces) is completely cleaned the day after the event. The Lessee may outsource this cleaning to the Lessor for an additional fee or hire an external, professional cleaning crew.

Masia Nur works with exclusive catering partners and should preferably be worked with.

However if the lessee prefers an external catering company or private chef for an event or occasion, this is subject to a 10% commission/surcharge on the total catering invoice, just like the arrangement with the preferred caterers. This surcharge is normally paid directly by the catering company to the Lessor. If the external catering party fails or refuses to pay this fee for any reason, the Lessee shall be held jointly and severally liable and is required to pay this 10% surcharge upon first request by the Lessor, whereby the Lessor has the right to deduct this from the security deposit. Any external caterer/chef must be expressly approved in advance by the local management of Masia Nur.

Article 17. Noise Restrictions and Living Environment

For the peace and quality of life of the surrounding area, civil, respectful, and socially responsible behavior is required. Guests must respect the neighbors. It is strictly prohibited to disturb them with unnecessary noise, such as shouting, loud music, parties, slamming doors/objects, or using noisy equipment, particularly between 21:00 and 08:00 the following morning. During these hours (21:00 - 08:00), the use of noisy household appliances, musical instruments, amplified singing, repair work, or moving furniture is not permitted. Outdoor

music is strictly prohibited at all times. Loading and unloading by suppliers in the parking area is not permitted between 21:00 and 08:00. Large coaches/buses are not allowed on the property.

The assessment of noise emissions may be carried out by the municipal inspection or the local police (*Policía Local / Mossos d'Esquadra*). Noise production must never exceed the emission levels set forth in national and local Catalan legislation (*Llei 16/2002*). In the event of a violation of noise standards or upon receiving an official warning from the authorities, the Lessor is entitled to immediately shut down the sound or the event. Any administrative fines (*sanciones administrativas*) imposed by the government on the Lessor or the Property due to noise disturbances caused by the Lessee or their guests will be fully and directly recovered from the Lessee (plus a 15% administrative fee) through deduction from the security deposit, without prejudice to the Lessor's right to immediate eviction in accordance with Article 22.

Article 18. Intellectual Property and Commercial Use

The taking of photographs, videos, or film recordings on the premises of Masia Nur for commercial, professional, or promotional purposes (including but not limited to product advertisements, paid social media content, or music videos) is strictly prohibited. This is only permitted with prior written consent from the Lessor, whereby a separate commercial rate may be negotiated.

Article 19. Utilities and Continuity

The Lessor accepts no liability for temporary disruptions, interruptions, or outages of utilities (such as electricity, water supply, gas, or internet/Wi-Fi) caused by external factors, network operators, or extreme weather conditions. The Lessor is similarly not liable for claims arising from mandatory government measures (such as emergency decrees during droughts) that limit the use of certain facilities, in accordance with the specific provisions in Article 25.

Article 20. Pets

Pets are only permitted with prior written consent from the Lessor and upon payment of a surcharge to be determined. If pets are brought without permission, or if the agreed number/size is exceeded, the Lessor has the right to refuse access to the Property. This will be treated as a cancellation by the Lessee in accordance with Article 5.

Article 21. Safety and Facilities

Minors (under the age of 18) must be under the direct supervision of an adult at all times in and around the pool, sauna, garden, and across the entire estate grounds. The use of the Property and all its associated facilities (including the swimming pool) is entirely at the risk of the Lessee and their guests. The Lessee is prohibited from causing damage to walls, doors, or windows.

Article 22. Code of Conduct Towards Staff

The Lessor reserves the right to refuse access or terminate the agreement with immediate effect if the Lessee or their guests behave in a disruptive, threatening, aggressive, or insulting manner towards the staff or representatives of Masia Nur. In such a case, immediate eviction from the Property will follow without the Lessee being entitled to any refund. The Lessor also reserves the right to recover all incurred costs and damages from the Lessee and to take legal action if necessary.

Article 23. Electronic Communication

If the Lessee has booked through the Lessor's website or has consented to digital communication, all official correspondence will take place via the email address provided by the Lessee. The Lessor may assume that this email address is correct and operational. The Lessee acknowledges and accepts the potential security risks inherent in the use of electronic communication methods.

The lessor, for his part, uses only the official compliant business email:
nur@sitgeshillretreats.com

Article 24. Complaints Procedure

In order to investigate any complaint immediately and take appropriate corrective measures, the Lessee must report complaints directly to the Lessor during the stay. If the Lessee leaves the Property prematurely or submits a claim only after the stay without having followed this procedure during the stay, the Lessee acknowledges that the Lessor was not given the opportunity to remedy the situation (breach of the duty to mitigate damages), which will affect the validity and amount of any subsequent claim. Any complaint must be confirmed in writing to the Lessor no later than seven (7) days after the last day of the rental period.

Article 25. Sanitary and National Measures (including Covid-19 and Drought Restrictions)

It is mandatory for all guests to strictly follow national, regional, and municipal legal health, safety, and environmental regulations.

The Lessee explicitly declares awareness of the current drought issues in Catalonia. If the government (the *Generalitat de Catalunya* or the municipality of Canyelles) imposes mandatory legal restrictions or emergency decrees regarding water consumption (including, but not limited to, a ban on filling/refilling swimming pools, restrictions on the use of showers, or watering gardens), these measures shall be classified as an event of force majeure on the part of the Lessor. The total or partial closure of such facilities based on government-imposed restrictions shall never entitle the Lessee to any form of refund, discount on the contract sum, or compensation.

Article 26. Arrival and Departure Times

The Property is available from 16:00 on the day of arrival. On the day of departure, the Property must be completely vacated and left no later than 10:00. In the event of an overdue check-out, the Lessor is entitled, without prejudice to the right to additional damages, to charge a contractual fine of € 250.00 per exceeded hour (or part thereof), which may be directly offset against the security deposit. The Lessee is fully liable for all damages, incurred costs, claims from subsequent guests, and lost income resulting from the failure to deliver the Property on time or in accordance with the conditions.

Article 27. Applicable Law and Competent Court (Jurisdiction)

This agreement, which is explicitly qualified by the parties as a short-term seasonal lease (*arrendamiento por temporada* pursuant to Article 3 of the Spanish Urban Leasing Act - *Ley de Arrendamientos Urbanos*, LAU), and all disputes arising therefrom shall be governed exclusively by Spanish law.

The parties acknowledge the specific recreational and seasonal nature of this transaction and, to the extent legally permitted under European Regulation (EU) No 1215/2012 (Brussels I bis), with the express exclusion of any other court (including the court in the Lessee's place of residence), designate the courts of Vilanova i la Geltrú or Barcelona (Spain) as the exclusively competent jurisdiction to hear any disputes.