

La Casa del Pavo Real SAS

GENERAL TERMS AND CONDITIONS

Area of applicability

1. These General Terms and Conditions apply for all services and deliveries by the hostel La Casa del Pavo Real SAS (hereafter the “hostel”).

Conclusion of the contract

2. The contract (hereafter also referred to as the “booking”) comes into effect on request from the customer through the acceptance by the hostel. The hostel is free to confirm the booking in writing.

Services, prices, payment, billing

3. The hostel is obliged to perform the services ordered by the customer as agreed to by the hostel.
4. The customer is obliged to pay the hostel the agreed prices for these and other services enlisted.
5. If the hostel rescinds with good cause, the customer has no claim for compensation.
6. The hostel’s bills are payable immediately upon receipt of the bill without any deduction. The hostel is entitled to render accumulated claims for payment at any time and to demand immediate payment. If payment is delayed, the hostel is entitled to claim interest for delay amounting to 5% pm. The hostel is at liberty to prove that the damages are greater.
7. The hostel is entitled to demand upon conclusion of the contract an appropriate advance payment or security deposit in the form of a credit card guarantee or similar from the customer. If an advance payment is not made within the agreed period, the hostel can withdraw from the contract and claim compensation for damages.
8. The customer can only settle or lower a claim by the hostel with an undisputed or valid claim.

Room availability, delivery and return

9. The customer does not acquire any claim for the availability of a particular room, unless the hostel confirmed the availability of a particular room in writing.
10. Booked rooms are available to the customer from 15:00 on the day of arrival. The customer has no claim for earlier availability. Guests who arrive before 15:00 can move into their room as early as possible, according to availability.

11. The available rooms are to be taken by 18:00 on the day of arrival. After this time the hostel can book out the rooms to others, unless the customer informed the hostel in advance and in writing that they would arrive later. The hostel is entitled to demand a guarantee for late arrivals.
12. On the agreed day of departure, check-out is at 12:00 at the latest. After that time the hostel can charge 50% of the agreed price of the room for the additional use of the room up until 18:00, and 100% from 18:00. Possible further claims for compensation for damages by the hostel are reserved.

Withdrawal of the customer from the contract (cancellation, rescission)

13. A withdrawal by the customer from the contract of accommodation requires the prior written consent of the hostel. Without the hostel's consent, the customer is obligated to pay 90% of the contractually agreed price even when the room is not occupied.
14. If a deadline for withdrawal from the contract free of charge was agreed between the hostel and the customer, the customer can withdraw from the contract until that point without initiating claims by the hostel for payment or compensation for damages. The customer's right to rescind expires if it does not exercise its right to rescind against the hostel by the agreed deadline.

Rescission by the hostel

15. If it has been agreed that the customer can rescind without incurring costs within a defined period, the hostel is also entitled to withdraw from the contract within this period.
16. If an agreed advance payment or an advance payment claimed on the basis of these general terms and conditions is not paid by the due date, the hostel is also entitled to rescind the contract. Moreover, the hostel can claim compensation for damages from the customer.
17. The hostel is entitled to rescind the contract with immediate effect if, for example,
 - acts of God and other circumstances which the hostel is not responsible for make the fulfilment of the contract impossible;
 - bedrooms and other rooms are intentionally booked using misleading or false statements about facts which are material to the contract;
 - the hostel has justified reason to assume that the use of hostel services can put at risk the smooth operation of the business, the security or the public reputation of the hostel;
 - the purpose or reason of the stay is illegal;
 - there is an unauthorised sub-leasing or re-leasing;

- the hostel is closed;
- proper accommodation and/or proper facilities are not guaranteed because the hostel is being renovated.

Hostel's liability

18. The hostel is liable to carry out its contractual duties with the diligence of a prudent businessperson. Claims by the customer for compensation for damages are excluded. Damages due to the intentional or grossly negligent breach of duty by the hostel are not included in the exclusion of liability.
19. The customer is responsible for his own personal properties (including, but not limited to valuables). No responsibility will be accepted by the hostel for loss or damage of the customer's personal properties. If the customer is provided with a place to put personal properties in hostel room, no contract for safekeeping is created.
20. The floors in the hostel are covered by ceramic tiles. These tiles are slippery when wet from rain or cleaning. The hostel is not responsible or liable in case of accident.
21. The customer may use the roof-top terrace at his or her own risk. Children are not admitted at the roof-top terrace.

Swimming pool

22. Customers swim at their own risk. There is no lifeguard on duty.
23. Children under 16 years must be accompanied by a competent adult swimmer at the water with them at all times.
24. Customers are asked to shower before and after using the pool.
25. Adults and children must not swim if they have had diarrhoea in the past 14 days.

Final provisions

26. Alterations and additions to the booking are required to be in writing to be effective. Waiving the requirement of writing is also required to be in writing.
27. The place of fulfilment and payment is the registered office of the hostel.
28. The exclusive jurisdiction of the hostel's registered office applies.
29. The law of Columbia applies exclusively.
30. Should individual provisions of the accommodation or event contract or individual provisions of these General Terms and Conditions for the hostel accommodation be or become ineffective, the effectiveness of the remaining provisions will remain unaffected by this. Moreover, the statutory provisions apply.