

# General Terms and Conditions (GTC)

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## 1. Introduction

This General Terms and Conditions (hereinafter: GTC) by the natural person Edificio Canadas B. 2. 12. as owner and operator (license number: VV-38-4-0104813, hereinafter: Accommodation Provider, Service Provider or Operator), who owns and operates Cañadas B2.12 fantasy named (address: Urb. Cañadas B2.12, Av. J.M. Galván Bello, 38639 Golf del Sur, Santa Cruz de Tenerife, Spain, website: [www.tenerifecanadasb212.eu](http://www.tenerifecanadasb212.eu), email: [tenerifecanadasb.2.12@gmail.com](mailto:tenerifecanadasb.2.12@gmail.com)) apartment (hereinafter: Apartment, Cañadas B2.12, or Accommodation), determine the method and conditions of using the accommodation service provided.

The application of this GTC does not exclude the creation of special or unique agreements with travel agencies, travel agents, tour operators, or other persons and partners who enter into special cooperation with the Operator in order to sell and promote the Accommodation offered by the Operator.

## 2. Terminology used in this GTC

- 2.1 "Accommodator" or "Service Provider" or "Operator": Edificio Canadas B. 2. 12. owner (license number: VV-38-4-0104813), who is exclusively authorized to provide accommodation services in relation to the Apartment, and who can and does rent the Apartment.
- 2.2 Accommodation agent: [Booking.com](https://www.booking.com) (<https://www.booking.com>) and [Airbnb](https://www.airbnb.com) (<https://www.airbnb.com>) internet accommodation brokerage sites.
- 2.3 Accommodation service or service: the provision of accommodation for the purpose of a short-term, non-long-term stay in the Apartment, including an overnight stay.
- 2.4 "Apartment" or "Cañadas B2.12" or "Accommodation": Owned by the Accommodation Provider, located at Urb. Cañadas B2.12, Av. J.M. Galván Bello, 38639 Golf del Sur, Santa Cruz de Tenerife, Spain, 46 m2 one-bedroom, one-bathroom, self-catering property suitable for short-term accommodation for up to 3 people (website: [www.tenerifecanadasb212.eu](http://www.tenerifecanadasb212.eu), e-mail: [tenerifecanadasb.2.12@gmail.com](mailto:tenerifecanadasb.2.12@gmail.com)).
- 2.5 "Complex": The apartment complex of Edificio Cañadas which houses the Apartment (address: Urb. Cañadas B2.12, Av. J.M. Galván Bello, 38639 Golf del Sur, Santa Cruz de Tenerife, Spain) complex.
- 2.6 Contract: An agreement between the Parties for the short-term (holiday) rental of the Apartment. The Contract is considered binding between persons across the Internet but will be considered an unwritten contract.
- 2.7 "Contracting Parties" or "Parties": Collective term for Accommodation Provider and Guest, together.
- 2.8 "Guest": The natural person who reserves the Apartment for a short period of time in return for monetary compensation, as well as all those persons who actually use the services of the Accommodation. This GTC also refer to the person who actually books the accommodation service, but may not use it, as a Guest.

- 2.9 Guest Nights: The number of calendar nights spent by the Guest in the Apartment.
- 2.10 Reservation or booking: The Guest's order for the use of accommodation services in the Apartment, which has been confirmed in writing by the Operator. The reservation is only valid with written confirmation from the Operator.
- 2.11 Reservation or booking fee: Monetary consideration to be paid to the Operator for booking or using accommodation services in the Apartment by the Guest.
- 2.12 Reservation or booking period: The period for which the Guests reserve the Apartment in return for monetary compensation.

### **3. Method, modification, cancellation of reservation, conclusion and duration of the Contract**

- 3.1 The Accommodation can only be booked in the following ways:
  - 3.1.1 In response to a written request sent by the interested person to the Operator via the website [www.tenerifecanadasb212.eu](http://www.tenerifecanadasb212.eu) or to the e-mail address [tenerifecanadasb.2.12@gmail.com](mailto:tenerifecanadasb.2.12@gmail.com) to which the Service Provider sends an offer (hereinafter: offer), to which the interested person (now Guest) makes a written reservation within 48 hours, and which reservation is confirmed by the Operator; if no reservation is received from the interested person within 48 hours from the sending of the offer, the Operator's obligation to offer will cease.
  - 3.1.2 The Guest made a reservation for the Accommodation through the [Booking.com](https://www.booking.com) booking agent site, which was confirmed by the site.
  - 3.1.3 The Guest made a reservation for the Accommodation through the [Airbnb](https://www.airbnb.com) booking agent site, which was confirmed by the site.
- 3.2 The reservation must include the name, address, e-mail address of the Guest making the reservation, the number of Guests arriving, and the check-in and check-out date.
- 3.3 If the Guest wishes to make a reservation for several dates, he/she must send a separate written reservation for each date. If the Guest makes a reservation for more than one date in one order, the Operator is not responsible for the performance of the reservations, and in case of irregular orders, the Operator is not liable for any disadvantages or damages suffered by the Guest.
- 3.4 Reservations can be made for a minimum of 4 (four) and a maximum of 30 (thirty) guest nights.
- 3.5 With its offer, the Operator sends this GTC to the interested person, and this GTC is also available on [www.tenerifecanadasb212.eu](http://www.tenerifecanadasb212.eu), [Booking.com](https://www.booking.com) and [Airbnb](https://www.airbnb.com).
- 3.6 **By making a reservation** in any of the ways specified in point 3.1 of this GTC, **the Guest accepts the terms and conditions of this GTC, agrees to be bound by all of its provisions and acknowledges them as binding upon him/her.**
- 3.7 Upon confirmation by the Operator of the reservation made by the Guest, a contract is created between the Parties (hereinafter: Contract) for the period specified in the reservation, for the rental-occupancy of the Apartment, provision of use of accommodation services. The Contract is considered binding between persons across the Internet, but will be considered an unwritten contract, the content of which can be

retrieved and accessed afterwards, but the Operator does not file it, nor does it refer to a code of conduct.

- 3.8 The Operator expressly draws the attention of the Guest to the fact that he/she is entitled to demand the provision of accommodation services from the Operator only after the reservation has been confirmed by the Operator electronically (and which confirmation also means the confirmation of the reservation of the Apartment) and the reservation fee has been paid in full by the specified deadline, and the Guest is only entitled to demand the provision of accommodation services for the period specified in the reservation.
- 3.9 The Operator draws the Guest's attention to the fact that the confirmation sent by the Service Provider is considered received when it becomes accessible to the recipient. The Operator bears no responsibility in the event that the electronic message containing the confirmation does not reach the Guest because the e-mail address provided by the Guest is incorrect, or the message cannot be delivered due to the saturation of the Guest's electronic mailbox.
- 3.10 A verbal reservation, agreement, amendment, or its verbal confirmation by the Operator does not constitute a contract and does not create a legal relationship between the Parties.
- 3.11 Changing the duration of the reservation
  - 3.11.1 In the case regulated in point 3.1.1, the Guest may initiate a change in the date of the reservation with the Operator by sending a letter to one of the e-mail addresses specified in point 3.1.1. The Operator strives to satisfy the modification request to the best of its ability, but cannot be obliged to accept it, and the Operator has the right to make an offer for the modification request on terms different from those of the original reservation.
  - 3.11.2 the cases regulated in points 3.1.2 and 3.1.3, it is possible to change the date of the reservation according to the reservation conditions made with the accommodation agent.
  - 3.11.3 The extension of the use of the accommodation service initiated by the Guest is only possible with the prior written consent of the Operator, depending on the available capacities, under the conditions specified in point 3.11.1.
- 3.12 Cancellation of the reservation
  - 3.12.1 the case of reservations regulated in point 3.1.1, the Guest may cancel his/her reservation free of charge up to the 5th (fifth) day before the day of check in, in writing – by email to [tenerifecanadasb.2.12@gmail.com](mailto:tenerifecanadasb.2.12@gmail.com). In case of cancellation after this day, the Operator is entitled to the full booking fee. In the latter case, if the Operator is able to rent out the Apartment for the booking period affected by the cancellation or for a part of it, then – at its discretion – it can provide compensation to the Guest (up to the amount of the original reservation value for the issued guest night(s) less the costs incurred by the Operator).
  - 3.12.2 the case of reservations regulated in points 3.1.2 and 3.1.3, it is possible to cancel the reservation according to the reservation conditions made with the accommodation agent.
- 3.13 The contract for the use of apartment Cañadas B2.12 is concluded for a fixed period, equal to the booking period confirmed in writing by the Operator.



- 3.14 If the Guest permanently leaves the Apartment before the booking period or does not arrive on the check-in date but has not cancelled the reservation in accordance with the terms and conditions set out in this GTC, the Operator is entitled to the full amount of the reservation and to make the Apartment available for other guests for the period not used by the Guest.
- 3.15 The Operator reserves the right to withdraw from the fulfillment of the reservation ordered by the Guest and confirmed by the Service Provider until the start of the use of service – with a written statement sent to the Guest – without penalty, with the simultaneous refund of any deposit paid by the Guest.

#### **4. Consideration for the service, terms of payment, reservation fee**

- 4.1 The Operator shall be free to change the prices applied by it at any time, provided that any unilateral change by the Operator shall not apply to contracts based on reservations previously transmitted and confirmed in writing by the Operator, but in the event of any amendment or extension of the same initiated by the Guest, the service prices applied by the Service Provider at the time of the amendment or extension shall prevail.
- 4.2 The Service Provider indicates the prices it uses in euros.
- 4.3 The Service Provider reserves the right, in the event of a legal change in the amount of the applicable tax – if it affects the duration of the reservation – to transfer the resulting surplus to the Guest without prior notice.
- 4.4 The Operator will communicate the total amount of the accommodation service ordered by the Guest in a written confirmation sent to the Guest, based on the number of guests indicated in the order, calculated at the prices and charges currently applicable for the duration of the order (confirmation of reservation by the Operator or booking confirmation of the Operator).
- 4.5 The value of the ordered services can be paid
- by bank transfer, to the bank account indicated in the booking confirmation of the Operator, or
  - by online credit card, using the payment link in the booking confirmation of the Operator.
- 4.6 The amount of the reservation fee may be affected by the duration of the reservation and the number of persons staying in the Apartment during this period and using it as intended.
- 4.7 In the case of bookings via [Booking.com](https://www.booking.com) or [Airbnb](https://www.airbnb.com), the payment of the reservation fee is due in accordance with the payment conditions specified there, otherwise the reservation fee must be paid by the Guest to the Operator no later than the 5th (fifth) day before the day of check-in.
- 4.8 If the Guest does not pay the reservation fee in accordance with 4.7. by the deadline specified in point 2, the Contract between the Parties is void, and the Operator is entitled to rent the Apartment to another guest for the relevant booking period.

## **5. Staying**

- 5.1 Guests are only entitled to stay in the Apartment or use the Apartment for the duration of the booked (confirmed in writing by the Operator) and paid for booking period.
- 5.2 During a given reservation, the Apartment may be used by no more than the number of Guests for whom the Operator has confirmed the relevant reservation in writing. If more Guests stay in the Apartment during the relevant period, the Operator – at their discretion – is entitled to demand the payment of a service surcharge from the Guest, or to terminate the existing Contract between the Parties with immediate effect (either immediately or in view of the non-payment of the service surcharge), and to oblige the Guests to leave the Accommodation before the deadline of the relevant reservation, and is also entitled to demand compensation from the Guest for additional costs and damages incurred.
- 5.3 The Operator is obliged to prepare and equip the Apartment for the accommodation of as many people as the reservation confirmed by him in writing is for.
- 5.4 Check-in and check-out
  - check-in: from 15:00 pm to 20:00 pm.
  - check-out: until 11:00 am.
- 5.5 If the Guest wishes to occupy the Apartment on the day of arrival before the check-in time, this is possible subject to free capacity and against a service charge. If the Guest is expected to arrive after 20:00 pm, he/she must notify the Operator in advance. In such a case, the Accommodation Provider is entitled to enforce a service surcharge against the Guest, and the Operator cannot be obliged to start providing accommodation services if the Guest wishes to occupy the Apartment at nighttime (between 0:00 am and 06:00 am).
- 5.6 All Guests are obliged to leave the Apartment by 11:00 a.m. on the last day of the paid booking period (check-out day). If any Guest fails or refuses to do so, the Operator or his representative is entitled to force the Guest(s) to leave the Apartment, even with the help of law enforcement agencies.
- 5.7 The Guest uses the Apartment during his/her entire stay at his/her own risk.

## **6. Rules of Use for Cañadas B2.12**

- 6.1 The apartment can accommodate a maximum of 3 people, the reservation is valid for a maximum of 4 people staying there.
- 6.2 Smoking is prohibited in the apartment and in the common areas of the Complex. It is forbidden to throw cigarette butts or other litter on the terrace of the Apartment and in the garden surrounding the terrace, or to litter in any other way.
- 6.3 The Apartment does not accept pets, pets and other animals cannot be brought into its area.
- 6.4 Parties and other events cannot be held either in the Apartment or in the communal areas of the Complex – especially, but not exclusively, in the pool areas –.
- 6.5 Between 21:00 pm and 7:00 am, any kind of loud noise (including listening to loud music and watching TV) is prohibited in the entire area of the Complex.

- 6.6 The Apartment is equipped with an alarm system, for the operation of which the Accommodation Provider provides the Guest with a proxy device (hereinafter: proxy) for the duration of the reservation. By using the service and occupying the Apartment, the Guest accepts that in the event of an alarm, he/she is obliged to cooperate with the Operator or his representative, or the employee of the service provider operating the alarm system. The Guest acknowledges that the Apartment's alarm system automatically records the times of switching on and off. The Guest further acknowledges that the alarm system includes 2 (two) photo detectors. When the alarm is activated (i.e. when Guests is not in the Apartment), the detectors take photo of the apartment if motion is detected. The photo is checked by the service provider operating the alarm system, who take immediate action in the event of a real intrusion. However, cover elements are available to cover the detectors and can be used by the Guest. The photo detector is not suitable for audio and video recording or video surveillance.
- 6.7 The keys providing access to the Apartment or the Complex area and the proxy required to operate the alarm system are the exclusive property of the Operator, they do not become the property of the Guest upon booking, and the Guest is not entitled to keep them or make copies of them. Attempting to make a copy will invoke criminal and other liabilities, as well as an obligation to compensate! The Guest is obliged to take care of the keys and the proxy, in the event of their loss or disappearance, the Guest is obliged to notify the Operator immediately. If the keys are stolen, lost, attempted to be copied or copied by the Guests or a person authorized by the Guest, the Operator is entitled to replace the lock system of the Apartment, or the key, at the Guest's expense. In the event of any misappropriation, loss, disappearance or attempted copying of the proxy, the Operator is entitled to disable it or replace it at the expense of the Guest.
- 6.8 The Guest is only entitled to take his/her own objects and tools from the Apartment. The accessories and equipment of the Apartment are the property of the Operator. There are cabinets in the Apartment which are locked. The Guests are not entitled these cabinets open, crack, use or use the contents of the cabinets. For violating these, the Guests will invoke criminal and other liabilities and is liable for compensation.
- 6.9 The Guest expressly acknowledges that the waterproof and other sheets for the protection of the bed mattresses can only be removed from the mattresses in particularly justified cases (e.g. getting wet) and only with the written permission of the Operator and is not entitled to use the mattresses without the waterproof sheets or the bed linen. If necessary, the Operator ensures the replacement of sheets and covers.
- 6.10 The Guest shall do everything in his/her power to protect the Apartment and its contents, in particular, but not limited to, keeping the windows closed and the entrance door locked when he/she is not in the Apartment. These precautions are also recommended during his/her rest.

## **7. Provision of services**

- 7.1 The Operator is obliged to make the Apartment available to the Guest – for the duration of the guest nights indicated in the reservation confirmed by him, clean and prepared and equipped for the accommodation of as many people as stated in the reservation confirmed by him in writing – given the reservation fee has been paid within the deadline.

- 7.2 If the Service Provider is temporarily unable to provide the service paid for by the Guest for reasons attributable to the Service Provider, the Operator shall reimburse the Guest for the – paid by the Guest – time lost.

## 8. Rights and obligations of the guest

- 8.1 The Guest is entitled to use the Apartment and the communal spaces of the Complex in accordance with their function and purpose, during the period booked and paid for by him/her.
- 8.2 The Guest may file a complaint regarding the quality of the service provided by the Operator. The Operator is to investigate the complaint submitted to him/her in writing within 72 hours of its receipt and is to provide an answer to the Guest. The complaint form (name: Hoja de reclamacion / Complaint form / Beschwerdeformular) is available in the Apartment.
- 8.3 The Guest is obliged to pay the price of the ordered services to the Operator in the manner and by the latest time specified in the Contract.
- 8.4 The Guest is obliged to notify the Operator of any possible damage to the Apartment immediately, and to provide the Operator with all the information necessary to clarify the circumstances of the damage event and to initiate a possible violation or criminal procedure. If this is not done, the Operator cannot be held responsible.
- 8.5 The Guest is also obliged to notify the Operator immediately, in writing, of any significant changes in the circumstances of his/her stay, with particular regard to, but not limited to, points 6.7 and 6.9 of this GTC.
- 8.6 The Guests shall not be entitled to rent or resell the Apartment or its services in any manner or by any means.

## 9. Personal data and document management

- 9.1 Pursuant to Spanish regulations, the Operator is obliged to register guests. All accommodation providers are obliged to report the details of Guests over the age of 14 to the Guardia Civil and are also obliged to register all Guests in the libro-registro de viajeros (registry of tourists), to which a copy of the identity card or passport must also be attached.
- 9.2 Personal data is collected and processed as required by the following legislation: Ley Orgánica 3/2018, de 5 de diciembre, de Protección de Datos Personales y garantía de los derechos digitales y al amparo Ley Orgánica 4/2015, de 30 de marzo, de Protección de la Seguridad Ciudadana artículo 25.1.
- 9.3 **By making a reservation, the Guests agree to make available the Operator with their data and documents** necessary for the fulfilment of the Operator's obligations as described in point 9.1. Refusal to do so provides grounds for immediate termination of the Contract between the Parties by the Operator, and in such a case the Operator is entitled to retain the reservation fee.
- 9.4 The rules for handling the data made available to the Operator are contained in the Data Management Information, which can be found on the website of the Apartment [www.tenerifecanadasb212.eu](http://www.tenerifecanadasb212.eu).



## **10. Liability for damages**

- 10.1 The Guest is responsible for compensation for all damages caused to the Operator or third parties by himself/herself or his/her companion, or by persons under the supervision of any of these persons. The Guest's obligation to make good remains even if the injured person is entitled to claim compensation directly from the Service Provider.
- 10.2 The extent of the Operator's liability for damages of any kind is at most twenty times the amount of the daily room rate according to the Contract.
- 10.3 The Operator is not responsible for the personal belongings and valuables of the Guests or for any accidents that happen to them in the Apartment or the Complex or its surroundings.

## **11. Termination of Contract**

- 11.1 The Contract between the Parties based on this GTC shall be terminated at the end of the booking period.
- 11.2 The Parties have the right to terminate the Contract established based on this GTC at any time by mutual agreement, provided that the termination must be in writing, and it must include a full accounting of the Parties.
- 11.3 After the conclusion of the Contract, but before the start of fulfillment, the Guest is entitled to withdraw from the reservation in accordance with 3.12.
- 11.4 After the conclusion of the Contract, but before the start of fulfillment, the Operator has the right to withdraw from the service Contract. After the conclusion of the Contract, but before the start of fulfillment, the Operator has the right to refuse fulfillment if the conditions for refusal contained in this GTC are met. After the start of the provision of service, the Operator is entitled to terminate the Contract if the relevant conditions laid down in this GTC are met.
- 11.5 In the event of the termination of the Contract based on this GTC for any reason, the parties are obliged to settle accounts with each other no later than 15 (fifteen) days from the date of termination.
- 11.6 If the Contract concluded in accordance with this GTC cannot be fulfilled due to any force majeure circumstances, the Contract will be terminated.
- 11.7 The Operator is entitled to terminate the Contract in accordance with this GTC with immediate effect and/or to refuse to provide the service and to demand compensation for any damages incurred, if:
  - the Guest does not use as intended and/or damages the Apartment or the Complex or its communal areas;
  - the Guest obstructs the operation of the Service Provider or disturbs the policy of the Complex – posted in its public spaces – and does not stop this behavior despite the call from the Service Provider or the Service Provider's representative;
  - the Guest does not comply with the provisions of this GTC, in particular, but not exclusively: smoking in a prohibited place, keeping pets in the Apartment area, or in the Complex, the number of people staying in the Apartment exceeding the number indicated in the confirmed reservation;

- the Guest behaves in an objectionable manner with the Operator or its representative or with the residents or guests of the Complex, is under the influence of alcohol or other, narcotic, intoxicating or psychoactive substances, is in intoxicated, threatening, abusive, insult or other blatantly anti-communal or unacceptable behaviour;
- the Guest suffers from an infectious or other disease that disturbs the operation of the Operator or the tranquility of the residents and guests of the Complex. A Guest unable to take care of himself/herself cannot use the Operator's service;
- the Guest has not fulfilled the payment guarantee/fulfillment obligation required by the Operator by the date specified by the Service Provider;
- upon the occurrence of any case in which this GTC indicate or refer to the Operator's right of immediate termination.

## **12. Complaint handling**

- 12.1 If the Guest has any complaints in connection with the service he/she has used, he/she is entitled to file a complaint with the Operator.
- 12.2 The Guest may submit his/her complaint to the Operator in writing, by post or electronically – by sending a letter to the e-mail address [tenerifecanadasb.2.12@gmail.com](mailto:tenerifecanadasb.2.12@gmail.com) – by filling out the complaint form (title: Hoja de reclamacion / Complaint form / Beschwerdeformular). The form is available in the Apartment.
- 12.3 The Service Provider examines the complaint within 72 hours and gives the Guest an answer. If the Guest does not agree with the Operator's answer, the Operator will record the complaint and its position in relation to it, a copy of which will be sent to the Guest by post or electronically – from the date of receipt of the Guest's written response containing disagreement to the Operator – will send it within 30 (thirty) days.

## **13. Other provisions**

- 13.1 Causes and circumstances (e.g. war, fire, flood, bad weather, power outage, strike, etc.) which the Operator have no influence – force majeure – exempt the Operator its obligations arising from the Contract, if the force majeure has an impact on the Contract between the parties based on this GTC.
- 13.2 The Parties undertake to fulfill their obligations arising from the Contract established based on this GTC, in compliance with the applicable legal provisions, to act in accordance with the requirements of good faith and fairness, and to cooperate with each other, and to inform the other Party immediately of all relevant circumstances affecting each other.
- 13.3 The Operator considers the provisions of this GTC, as well as the information it provides on its website, to be binding on itself, and to fulfill them, it always acts as is generally expected in the given situation.
- 13.4 By accepting this GTC, exercising their rights and obligations arising from the Contract between the Parties, each Party shall act in the legitimate interest of the other Party. The Guest is also obliged to perform the Contract in such a way that it does not damage or endanger the good business reputation of the Service Provider.

- 13.5 All information, facts and data relating to the Operator and its activities that come to the knowledge of the Guest in connection with the conclusion and performance of the Contract based on this GTC shall be considered trade secrets. The Guest shall not disclose them to third parties, make them available or use them for any other purpose than the performance of the Contract.
- 13.6 If the Service Provider does not exercise any of its rights set forth in this GTC, the failure to exercise the right shall not be considered a waiver of the given right by the Service Provider.
- 13.7 The Operator does not take responsibility for any possible damages that occur due to errors or deficiencies in the operation of the [www.tenerifecanadasb212.eu](http://www.tenerifecanadasb212.eu) website and/or the reservation system on the part of the Guest.
- 13.8 The Parties shall primarily communicate with each other in writing, via e-mail, regarding all questions arising in connection with the fulfilment of the Contract and the provision of services. Operator accepts e-mails at [tenerifecanadasb.2.12@gmail.com](mailto:tenerifecanadasb.2.12@gmail.com)
- 13.9 The Operator sends all notices, information, and legal declarations to the Guest to the e-mail address provided when ordering the service. The Operator maintains the e-mail address [tenerifecanadasb.2.12@gmail.com](mailto:tenerifecanadasb.2.12@gmail.com) for all written inquiries from the Guest. If the Guest's e-mail address changes in the meantime, he/she must inform the Operator immediately. The Service Provider bears no responsibility for adverse consequences resulting from the failure to provide the above information.
- 13.10 The [www.tenerifecanadasb212.eu](http://www.tenerifecanadasb212.eu) information, photographs and textual content found on the website are the property of the Operator, their unauthorized copying, transmission or use in any other way is not permitted, and is only possible with the written permission of the Operator.
- 13.11 The Service Provider reserves all rights to all elements of its service, the domain names, the secondary domain names formed with them, as well as its Internet advertising surfaces.
- 13.12 It is forbidden to adapt or reverse engineer the content of the [www.tenerifecanadasb212.eu](http://www.tenerifecanadasb212.eu) website or certain parts, to establish user IDs and passwords in an unfair manner, or to use any application with which the [www.tenerifecanadasb212.eu](http://www.tenerifecanadasb212.eu) website or any part of it can be modified or indexed.
- 13.13 If any provision of this GTC becomes invalid due to different legal regulations, this fact does not affect the validity of the other provisions of this GTC.
- 13.14 The Operator may, in its offer or in the confirmation of the reservation by the Operator, make specific concessions or stipulate specific conditions other than those contained in this GTC, without prejudice to the other provisions of this GTC, which specific concessions or conditions shall be deemed and accepted by the Parties as binding on them.

## **14. Legal authority**

- 14.1 This GTC and the Contract between the Parties will be interpreted and implemented in accordance with the laws in force in Spain.

- 14.2 The Operator reserves the right to amend this GTC, the effective version of which is available on the website of the Apartment [www.tenerifecanadasb212.eu](http://www.tenerifecanadasb212.eu), and which is thus accessible to anyone and public.
- 14.3 This GTC shall enter into force upon its publication and shall remain in force until withdrawn or modified by the Operator. Disputes arising between the Operator and the Guest in connection with the Contract established based on this GTC shall always be made at the time of the reservation – confirmed in writing by the Operator – the provisions of the current GTC apply.

This GTC was published on 2024. 08.12. and is effective from 2024. 08. 12.