

## **General Conditions**

### **Using our Service:**

By using our service and the web side buenosaires-tour-apartements.com you fully agree to all [terms of conditions](#) and accept all general conditions of this web side. If you not fully agree and accept these conditions, you are free not to use our service and our web side.

A delay or an omission of completion of the general condition by buenosaires-tour-apartments.com can not be taken as a renunciation of rights. The abbreviation for buenosaires-tour-apartments.com is BATA. Buenosaires-tour-apartments.com can be replaced in the text by this abbreviation and the abbreviation is equally valid.

### **Contract conditions for the arrangement of holiday apartments.**

The following conditions define the contractual relationship between you as booking customer/ traveller and buenosaires-tour-apartments.com as lodgings agent.

For the lodgings agency contract only the following general conditions apply.

### **Setting up an agency contract**

Your order to buenosaires-tour-apartments.com is carried out only online by buenosaires-tour-apartments.com. Sending the online-booking- reservation form per email to us is your order. The order is obligatory.

Our acceptance of your order is carried out by sending our booking confirmation to your email address, including all booking and payment information. (The automatic email confirmation after the successful sending of your booking order is not our acceptance of your order, only a copy of the desired booking order/ the reservation of an apartment.) You are obligatory bounded to your booking order after the acceptance of your reservation through buenosaires-tour-apartements.com.

Immediately after receiving our booking confirmation you are obliged to check the accuracy of all statements and to inform us about mistakes and deviations. A later notice can not be taken into consideration and doesn't entitle you to cancel the contract.

### **1. Location of the apartments**

The offered apartments are located in the city centre of Buenos Aires, the historical zone of Buenos Aires, or the quarter of Palermo- (Capital Federal), Rep Argentina. They are completely furnished and equipped with a set of bed linen and towels.

### **2. Prices**

Buenosaires-tour-apartments.com charges neither commission nor fees.

### **3. The offered rate includes:**

The property, the cost of running water, gas, electricity, all taxes, service charges are included. The once-weekly cleaning and wash the bed sheets and towels and final cleaning are included with a stay of 7 nights in the price. The cost of phone calls are not included.

### **4. Availability of the apartments**

Please check the availability of every apartment via email. If you keep the decision to ask for a reservation we will start the reservation process. In this case, we make a note, so that the first reservation request gets the first priority.

The other interested parties who requests a reservation for the same period or the same apartment after this, remain on a list for 48- 72 hours. If a reservation for the desired apartment is not possible, because it is already occupied, all interested parties will receive a message. In this case, there is the option to choose another apartment or another date.

### **5. Minimum length of stay**

The minimum stay is 3 nights and the maximum of 180 days with the option of a contract renewal.

### **6. Condition of Reservation**

The lease can only be carried out by persons who are legally competent and over 23 years, unless they are over 5 years and accompanied by a parent or a family member. Livestock is not allowed. The landlord / owner BATA and reserve the right to a final agreement.

You find a reservation formula on our web-side; it is compulsory to fill in the personal data and send it to us (we ask you to always inform us about the name of your airline, your flight number and your arrival time at the airport). In this formula (message) you have to inform us about the chosen payment method. In order to

definitely get the reservation it is necessary to pay 20% of the total costs for the residence. For a reservations of one week (7 nights) or shorter, it is necessary to pay 30% of the total costs. **Minimum pre-payment:** 200. USD.

**Important:** after receiving our e-mail with the information the payment has to take place in the chosen way as soon as possible to hold up the booking. Additionally you have to send us an e-mail to: [info@buenosaires-tour-apartments.com](mailto:info@buenosaires-tour-apartments.com) to inform us about the transaction, including personal data. After verification of your payment, we confirm definitely the reservation of the apartment to your email address (In case you don't receive our confirmation, please contact us immediately per email). Finally you will receive all facts of your reservation and information about the contact person in Buenos Aires.

### 7. Cancellation of a reservation

The paid deposit will not be repaid, unless the cancellation is carried out at least 30 days before check-in, in this case 50% of the amount paid will be returned, less the charges for the money transfer. Alternatively: It is possible to change the date for the stay for a time when the same apartment is available and with a minimum preliminary lead time of 20 days.

### 8. Payment options and conditions

There are two payment options a.) by Western Union, b.) Bank transfer. Usually the payment has to be in USD. In no case BATA will take the costs of currency exchange, giro transfer, bank transfer and bank commissions, all costs must be paid by the customer. For the security of both sides, we do not accept credit cards. The outstanding rental costs and the security deposit have to be paid at the moment of the check-in, but we only accept a cash payment in USD. By way of exception we accept EURO as cash payment.

### 9. Arrival at the airport Ezeiza-Buenos Aires

Important: You have to call the contact person as soon as possible after your arrival at the airport, so that we can be sure, that you arrived. Please note, that at your arrival at the airport Ezeiza a minimum time of 90 minutes is necessary to pass the Duane and the immigration check and to get to the city centre (apartment). For the journey from the airport to the city centre we recommend the bus from [www.tiendaleon.com.ar](http://www.tiendaleon.com.ar) with safe luggage rooms at the city centre station at the Plaza San Martin. From there the same company can bring you to the apartment. Bus: run every 30 minutes directly to the end-station at Plaza San Martin. If you wish to take a taxi, we recommend to order only at the official office at the airport.

### 10. Time for the Check-in and Check-out

- Check-in: from 2:00 p.m. - Check-out: until 10:00 a.m.
- **Check-in:** from 2:00 p.m. to 10:00 p.m. you can check-in
- In case of a delay we will charge a fee of 10,00 USD (Check-in is only possible until 0:00 p.m.), please ask for exceptions.
- If you want to Check- in from 8.00 a.m., please see 11.
- **Check-out:** is only possible at the latest 10:00 a.m.
- If you wish a Check-out time before 8:00 a.m. (between 6:00 and 8:00 a.m.) an additional fee of 10,00 USD will be charged.
- Check-out after 10.00 a.m., please see 23.
- At a Check-in or Check-out on a Sunday or a bank holiday an additional fee of 10,00 USD will be charged.
- In every case it is essential to tell us your favoured Check-in and Check-out time.

**11. If you like to check in before 2 p.m.: At your arrival you have to call the contact person from the airport,** and if the apartment is free and clean, then you can move in immediately without any additional costs. If the apartment is still occupied, you have to wait until the normal Check-in time of 2.00 p.m. There is the possibility to store baggage. Should you arrive before 2.00 p.m. at the apartment and do not wish to wait, booking the apartment from the day previous to your arrival allows you to move into it at 8:00 a.m.

### 12. Arrival at the rented apartment

At the agreed arrival time you will be expected by your contact person at the apartment. After a check of the apartment inventory, if all of the equipment exists and is in a good condition, the keys will be handed over and the lease signed. The inventory contains the equipment stated in the offer. At this time you have to pay the outstanding rent amount and deposit. Furthermore we will inform you about the functions

of the equipment, electrical units, kitchenware, fuses, etc. The initial deposit for the reservation is not refundable unless an unforeseen event occurs and the apartment is uninhabitable. In this case, we will offer you another apartment when a unit is available during this time.

### **13. Lease**

**The rental contract is only between you (the guest) and the landlord/ owner in Buenos Aires.**

In the case of a legal conflict the jurisdiction are the duly courts of the City of Buenos Aires, therefore the process will be held in spanish. The argentinian law is applied. While signing the rental contract, all guests/ cohabitants must show a passport or an equal official document, in order to be named in the rental contract with their personal data. Should more people stay in the apartment than announced before, this will be seen as a break of the contract and is a reason to cancel the contract.

### **14. Deposit**

The guest has to pay a "cash deposit" as a guarantee at the CHECK IN in USD or EURO. If necessary this amount will be used for the repair of any damage to the property or the replacement of missing objects which are discovered on checking the inventory at the time of CHECK OUT .The return of the deposit will be carried out at the CHECK OUT, after all outstanding debts are settled. List of the deposit amounts (valid for all apartments):

- a). If you stay to 28 nights a deposit the amount equivalent to 50% of the rent for the entire stay, but at least 300th USD.
- b). If you stay 28 nights up to 8 weeks, the deposit of the amount of 40% of the rent.

### **15. Unforeseen events in the rented apartment**

If before or after your arrival unforeseen things happen, for example a break in the water pipelines, which make the stay in the apartment impossible, we will offer another apartment from our offer with similar properties and central location for the reserved time, if a unit is available during this time. If you`re not satisfied with the offered alternative, or no other apartment is available, you can break off your stay and get back the money. In this case BATA. and the landlord/ owner can not be held liable/ will not take any responsibility for the complete or partial withdrawal from the reservation.

### **16. Insurance**

The lodger, cohabitants, visitors and their carried objects are not insured during their stay at the apartment bybuenosaires-tour-apartments.com or the landlord/ owner. All guests carry out the full responsibility for themselves. The acquisition of a private insurance is recommended.

### **17. Limitation of liability**

Buenosaires-tour-apartments.com is only as an agent between you and the landlord/ service provider and acts on his behalf. Therefore we are not liable for the performance that the service provider owns you. Buenosaires-tour-apartments.com is only liable for the work as an agency. The liability is reduced to intention and gross negligence. There is no liability for slight negligence. In addition there is no liability for disturbances due to higher forces or problems with the communication network.

Buenosaires-tour-apartments and the landlord/ owner are not liable for any physical or psychological damage or impairments of the lodger or further residents (family member, visitor or cohabitant) in the apartment or in the common property of the building.

Buenosaires- tour- apartments and the landlord/ owner are also not liable for loss, theft or robbery of baggage and personal objects of the lodgers, visitors and cohabitants, and other damages and adverse effects caused by a third party in the apartment and common property.

The lodger is liable for all damages he causes. A private liability insurance is recommended. Any damages to or in the rented object have to be reported immediatly to the contact person. If the landlord is not able to fulfill his duty due to higher forces liability is not possible. In this case buenosaires-tours.com will try to provide a similar service.

### **18. Extending the stay**

The contract is not extendable, it contains a fixed beginning and end date. You have to email to [reservation@buenosaires-tour-apartments.com](mailto:reservation@buenosaires-tour-apartments.com) as soon as possible if you wish to extend the stay in order to check the availability of the apartment. Additionally you have to inform your contact person in Buenos Aires. A new contract can be made as long as the apartment is not reserved by another guest. In the case that the apartment is booked by another guest, we will be happy to offer a different apartment, if one is available.

### **19. Departure prior to end of contract**

If you depart prior to the end of the contract, then you cannot demand the return of the paid rent. These payments can not be refunded. For this reason we advise to make a reservation or a contract only for the desired time.

### **20. Leases for several months**

In this case the total monthly rent is due at the 1st of each month or the guest may pay the total rent for the entire period upfront. If the contract is cancelled before its end, the deposit is retained and serves the owner as a compensation for the non-compliance of the contract.

### **21. Handing over the apartment at the check-out**

At least 72 hours before the end of the contract you should call the contact person and make an appointment for the handing over of the apartment. The keys will be handed over, an inventory made and a control of the general condition of the apartment will be carried out. If any damages or missing items are noticed, then you will be informed of the costs that arise as fixed in the inventory list. If there are no damaged or missing items, then the deposit amount will be refunded.

### **22. Checking the equipment at the check-out**

Please note that the equipment check, which is carried out before departure, takes time. Therefore, please do NOT wait until the last moment. You have to arrange an appointment for at least 90 MINUTES before departure.

### **23. If you want to leave later as the check-out time 10:00 a.m.**

If no further reservation for the apartment exists, you can arrange a later check-out appointment with your contact person without further costs (the latest time is 4:30pm). Please don't forget to add 90 minutes for the equipment check.

### **24. Phone system**

**The price for telephone calls is not included.** The apartments have a so called linea cero-telephone connection. This telephone service makes it possible to accept every kind of incoming call. To make local or international calls, you can buy suitable prepaid phone-cards (Tarjeta control de Telefónica), either directly from the telephone company telefonica or at any kiosk.

### **25. Please note**

An apartment is part of a joint ownership, living permanently in the other person. Therefore, guests are asked to behave at all times responsible and considerate. Tenants agree to respect the privacy and rights of the neighbors. Any kind of disturbance, such as loud music / TV, parties, etc. are prohibited. If neighbors should feel disturbed by inappropriate behavior and complain and / or the police is on, so we rely on the right to ask them to leave our apartment without any compensation. We recommend all the time to be moderate.

### **26. Protection of information**

The lodger agrees that his personal data (contact dates, address, identification document, rental dates) will be saved by BATA.

BATA. ensures that the data will not be given to third parties. The data will only be transferred for the purpose of the business (reservation/ booking).

### **General**

Buenosaires-tour-apartments.com is not a travel agency as mentioned in §651a BGB.

### **Special clause**

Should certain conditions of this contract be or become null and void, the validity of the remaining terms and conditions will not be affected. A new clause, respecting the sense and content of the invalidated clause as closely as possible, will replace the invalid clause.

### **Legal jurisdiction**

To the agency contract the german law is applied. For all juristical disputes the courts of Cologne are in charge.

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