

## **Terms and Conditions of Booking and Stay**

Last updated: 1 January 2026

### **Cortijo Rosario**

These Terms and Conditions apply to all reservations, agreements and stays at Cortijo Rosario.

### **Article 1 – Definitions**

For the purposes of these Terms and Conditions, the following definitions shall apply:

#### **Cortijo Rosario**

The operator of the accommodation **Cortijo Rosario**, located at Carretera de Pruna 0.5 km, 41661 Algámitas (Seville), Spain.

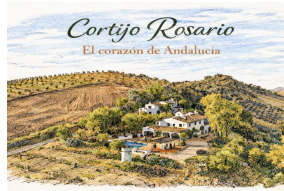
Tourist Licence: **CR/SE/00264**

#### **Guest**

Any natural person or legal entity who makes a reservation or stays at the accommodation.

#### **Lead Guest**

The person who makes the reservation and is responsible for all accompanying guests.



## **Article 2 – Scope**

These Terms and Conditions apply to:

- all reservations;
- all quotations;
- all stays;
- all services offered through [www.cortijo-rosario.com](http://www.cortijo-rosario.com).

By making a reservation, the Guest confirms acceptance of these Terms and Conditions.

## **Article 3 – Reservations**

A reservation becomes binding once:

- Cortijo Rosario has confirmed the reservation in writing; and
- the agreed deposit has been received.

Cortijo Rosario reserves the right to refuse any reservation without stating a reason.

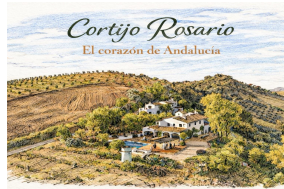
## **Article 4 – Payment**

Unless otherwise agreed in writing:

- 20% of the total booking amount must be paid within seven (7) days after the reservation has been confirmed;
- the remaining balance must be paid no later than thirty (30) days before arrival.

For reservations made within thirty (30) days prior to arrival, the full booking amount is payable immediately.

Failure to make payment may result in cancellation of the reservation.



### **Article 5 – Security Deposit**

Cortijo Rosario reserves the right to require a security deposit.

The security deposit will be refunded within fourteen (14) days after departure, provided that:

- no damage has been identified;
- no inventory items are missing;
- the accommodation has been left clean and in good condition.

Any damage or additional costs may be deducted from the security deposit.

### **Article 6 – Cancellation by the Guest**

The following cancellation charges apply:

- More than sixty (60) days before arrival: the deposit only;
- Between sixty (60) and thirty (30) days before arrival: 50% of the total booking amount;
- Less than thirty (30) days before arrival: 100% of the total booking amount.

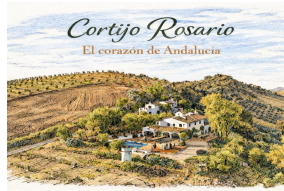
Guests are strongly advised to take out comprehensive travel and cancellation insurance.

### **Article 7 – Cancellation by Cortijo Rosario**

Should the accommodation become unavailable due to force majeure or unforeseen circumstances, Cortijo Rosario shall:

- offer suitable alternative accommodation where reasonably possible;  
or
- refund all payments already received.

No further compensation or damages shall be payable.



## **Article 8 – Arrival and Departure**

Unless otherwise agreed in writing:

### **Check-in**

From 3:00 p.m.

### **Check-out**

No later than 11:00 a.m.

Different arrival or departure times are only possible with the prior approval of Cortijo Rosario. Additional charges may apply.

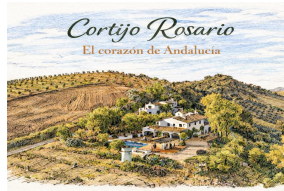
## **Article 9 – Use of the Accommodation**

The accommodation may only be occupied by the persons specified in the reservation.

The following are not permitted without prior written permission from Cortijo Rosario:

- parties or celebrations;
- events;
- commercial activities;
- overnight stays by unregistered guests.

The maximum occupancy of the accommodation may never be exceeded.



### **Article 9a – Proper Use of the Accommodation**

Guests shall use the accommodation with due care and solely for its intended purpose.

The following are not permitted:

- moving furniture or inventory outside without prior permission;
- the use of glassware in or around the swimming pool;
- smoking inside the accommodation;
- engaging in illegal activities;
- using the accommodation for commercial filming, photography or promotional purposes without prior written permission.

Any costs resulting from improper use of the accommodation shall be borne by the Lead Guest.

### **Article 9b – Parties and Events**

Cortijo Rosario is intended exclusively for recreational accommodation. Weddings, parties, receptions, events or gatherings involving additional visitors are only permitted with the prior written consent of Cortijo Rosario.

In the event of a breach of this provision, Cortijo Rosario is entitled to terminate the rental agreement immediately without refund of any amounts already paid.

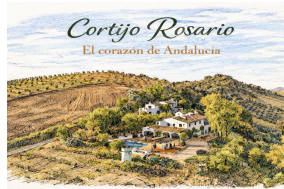
### **Article 9c – Maximum Number of Guests and Day Visitors**

The maximum number of persons permitted to stay at the accommodation shall be limited to the number of guests confirmed in writing at the time of booking.

Day visitors or additional guests are only permitted with the prior written consent of Cortijo Rosario.

If more persons are present in or on the property than agreed without prior permission, Cortijo Rosario reserves the right to:

- charge an additional fee;
- deny the additional persons access to the property; or



- terminate the rental agreement with immediate effect, without refund of any amounts already paid, in the event of a serious or repeated breach.

## **Article 10 – Peace and Respect**

Guests are expected to:

- treat the accommodation with care and respect;
- respect neighbours and the surrounding environment;
- refrain from causing excessive noise between 1:00 a.m. and 8:00 a.m.

In the event of serious nuisance or repeated disturbance, Cortijo Rosario reserves the right to terminate the stay immediately without refund.

## **Article 10a – Respect for Nature and the Surrounding Environment**

Cortijo Rosario is located in a rural area where peace, nature conservation and fire safety are of great importance.

Guests are expected to treat the surrounding flora, fauna and neighbouring properties with care and respect.

Littering and the disposal of cigarette butts anywhere on the property are strictly prohibited.

## **Article 11 – Pets**

Pets are only permitted if agreed in writing prior to arrival.

Additional charges may apply.

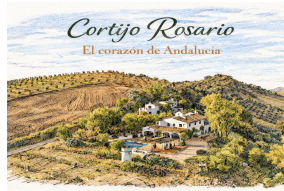
The pet owner remains fully liable for any damage, nuisance or inconvenience caused by the animal.

## **Article 11a – Fire Safety**

Open fires are only permitted in designated areas.

During periods of increased wildfire risk declared by the authorities, barbecues, fire pits and all other forms of open fire may be prohibited.

Guests must immediately comply with any instructions issued by Cortijo Rosario regarding fire safety.



### **Article 11b – Responsibility for Minors**

Parents, guardians and supervisors are fully responsible at all times for the behaviour, safety and supervision of minor guests.

The use of all facilities, including the swimming pool, terraces, gardens, parking areas and any play equipment, is entirely under the responsibility of the parents, guardians or supervisors.

Cortijo Rosario accepts no liability for accidents, injuries or damage resulting from inadequate supervision of minors

### **Article 12 – Swimming Pool**

Use of the swimming pool is entirely at the Guest's own risk.

Children may only use the swimming pool under the supervision of a responsible adult.

Cortijo Rosario accepts no liability for accidents resulting from improper or careless use of the swimming pool.

No lifeguard is on duty.

### **Article 12a – Swimming Pool**

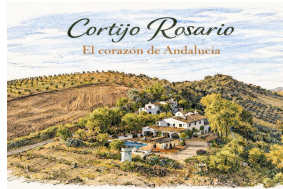
Use of the swimming pool is entirely at the Guest's own risk.

Diving is only permitted where the water depth is sufficient and safe.

The use of glassware in the swimming pool or on the poolside is strictly prohibited.

Children who are unable to swim independently must remain under the continuous and direct supervision of a responsible adult.

The swimming pool is unsupervised.



## **Article 13 – Damage**

The Lead Guest shall be liable for:

- damage to the accommodation;
- damage to furniture, fixtures and equipment;
- missing inventory;
- excessive cleaning costs.

Any damage must be reported immediately to Cortijo Rosario.

## **Article 13a – Charging Electric Vehicles**

Electric cars, motorcycles, scooters and other electric vehicles **may not be charged at Cortijo Rosario.**

Charging vehicles using the electrical sockets within or around the accommodation is strictly prohibited.

Any damage resulting from unauthorised charging shall be entirely at the Guest's expense.

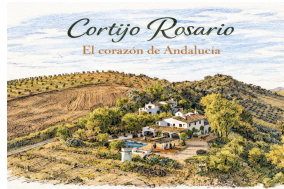
## **Article 13b – Water and Energy Consumption**

Andalusia regularly experiences periods of drought and water restrictions. Guests are kindly requested to use water and electricity responsibly throughout their stay.

Cortijo Rosario reserves the right to impose temporary restrictions where required by government regulations or emergency measures.

Deze versie leest als de algemene voorwaarden van een professionele vakantievilla of boutique accommodatie en niet als een letterlijke vertaling. Zo sluit de tekst beter aan bij de verwachtingen van internationale gasten.





### **Article 13c – Deduction from the Security Deposit**

Cortijo Rosario is entitled to retain all or part of the security deposit to cover, among other things:

- damage to the accommodation, its furnishings, the garden, the swimming pool or any other facilities;
- missing inventory items or keys;
- excessive cleaning costs due to the accommodation being left in an unacceptable condition;
- repair costs resulting from improper or negligent use of the accommodation;
- costs arising from a breach of these Terms and Conditions or the House Rules.

If the total amount of the damage or costs exceeds the amount of the security deposit, the Lead Guest shall remain liable for the outstanding balance.

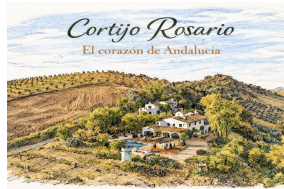
Where reasonably possible, Cortijo Rosario will provide an itemised specification of any deductions made from the security deposit.

### **Article 13d – Loss of Keys, Access Devices and Remote Controls**

The Lead Guest is responsible for all keys, access devices, access tags, remote controls and any other means of access provided during the stay.

In the event of loss, damage or failure to return these items, the Lead Guest shall be liable for all resulting costs, including but not limited to:

- replacement of keys;
- replacement of locks where required for security reasons;
- replacement or reprogramming of electronic access systems;
- replacement of remote controls for entrance gates or other installations;
- labour, call-out and administrative costs.



These costs may be deducted in whole or in part from the security deposit. If the costs exceed the amount of the security deposit, the Lead Guest shall remain liable for the outstanding balance.

### **Article 13e – Personal Belongings**

Guests remain responsible for their personal belongings throughout their stay, including but not limited to cash, jewellery, travel documents, electronic devices, vehicles and other valuables.

Cortijo Rosario shall not be liable for the loss, theft, damage or disappearance of personal belongings unless such loss results from wilful misconduct or gross negligence on the part of Cortijo Rosario.

Guests are advised not to leave valuable belongings unattended and to ensure that vehicles are locked at all times.

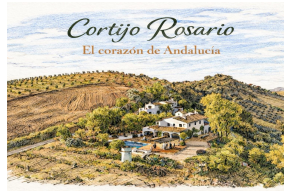
### **Article 13f – Lost Property**

Items found in or around the accommodation after departure will be retained for a maximum period of three (3) months.

If the owner contacts Cortijo Rosario within this period, the items may be returned upon request.

All costs relating to packaging, postage, insurance and any applicable customs duties shall be borne entirely by the Guest.

After the retention period has expired, Cortijo Rosario reserves the right to dispose of, donate or otherwise deal with any unclaimed property without being liable for compensation.



## **Article 14 – Liability**

Cortijo Rosario shall not be liable for:

- loss or theft of personal belongings;
- injury resulting from the Guest's own actions or negligence;
- interruptions to internet, electricity or water services;
- temporary failure of facilities or equipment;
- force majeure.

Any liability of Cortijo Rosario shall be limited to the total amount paid for the reservation, except in cases of wilful misconduct or gross negligence.

## **Article 14a – Force Majeure and Technical Failures**

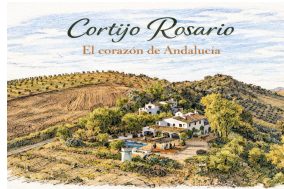
Cortijo Rosario shall not be liable for temporary interruptions or failures relating to internet services, electricity, drinking water, television, air conditioning, swimming pool installations or any other facilities where such interruptions are beyond its reasonable control.

Where reasonably possible, Cortijo Rosario will make every effort to ensure that such interruptions are resolved as quickly as possible.

## **Article 14b – Personal Belongings**

All personal belongings remain entirely at the Guest's own risk throughout the stay.

Cortijo Rosario shall not be liable for the loss, theft or damage of personal belongings unless such loss or damage results from wilful misconduct or deliberate recklessness on the part of Cortijo Rosario.



### **Article 14c – Service Interruptions and Emergencies**

Cortijo Rosario makes every reasonable effort to keep the accommodation and all facilities in proper working order.

Despite the utmost care, temporary interruptions or failures may occur, including but not limited to:

- internet and Wi-Fi services;
- electricity supply;
- drinking water supply;
- hot water systems;
- air conditioning or heating;
- swimming pool installations;
- household appliances;
- television or satellite reception.

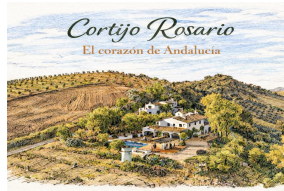
Where such interruptions are beyond the reasonable control of Cortijo Rosario, they shall not entitle the Guest to a full or partial refund, compensation or termination of the agreement.

Cortijo Rosario will make every reasonable effort to have such interruptions remedied as soon as possible.

### **Article 14d – Termination of the Stay**

Cortijo Rosario reserves the right to terminate the Guest's stay with immediate effect and deny further access to the accommodation if Guests:

- seriously breach these Terms and Conditions or the House Rules;
- intentionally cause damage;
- create a nuisance for neighbours or other guests;
- use the accommodation for illegal activities;
- fail to comply with reasonable instructions given by Cortijo Rosario or the competent authorities.



In such cases, the Guest shall not be entitled to any refund of the rental fee, the security deposit (insofar as it is lawfully retained), or any other form of compensation.

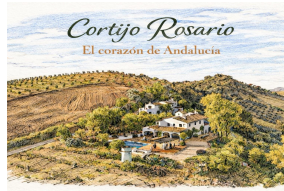
Any additional damage or costs resulting from such conduct shall remain the responsibility of the Lead Guest.

### **Article 15 – Force Majeure**

For the purposes of these Terms and Conditions, force majeure includes, but is not limited to:

- natural disasters;
- wildfires;
- extreme weather conditions;
- pandemics;
- strikes or industrial action;
- government measures or restrictions;
- power outages;
- water shortages;
- war;
- acts of terrorism;
- and any other circumstances beyond the reasonable control of Cortijo Rosario.

In such circumstances, Cortijo Rosario shall not be liable for any additional compensation or damages.



## **Article 16 – Personal Data**

Personal data shall be processed in accordance with the applicable European General Data Protection Regulation (GDPR) and Spanish legislation.

For further information, please refer to the **Privacy Policy** available on our website.

In accordance with Spanish legislation, Cortijo Rosario is legally required to register the identity details of all Guests and provide such information to the competent Spanish authorities.

## **Article 16a – Responsibility of the Lead Guest**

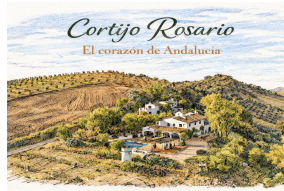
Throughout the entire stay, the Lead Guest is responsible for ensuring that all members of the travelling party, as well as any persons granted access to the accommodation or the property with the Lead Guest's permission, comply with these Terms and Conditions and the House Rules.

This responsibility includes, but is not limited to, accompanying guests, minor children, day visitors, pets and any third parties engaged by the Lead Guest.

The Lead Guest shall be liable for all damage, costs, losses, contamination or any other adverse consequences, whether directly or indirectly caused by any person or animal for whom the Lead Guest is responsible.

If any of these persons or animals cause damage to the accommodation, its contents, the garden, the swimming pool, other facilities or the property of third parties, the Lead Guest shall be fully liable for such damage.

The Lead Guest shall indemnify and hold harmless Cortijo Rosario against any claims made by third parties arising from the actions or omissions of persons or animals for whom the Lead Guest is responsible.



## **Article 17 – Complaints**

Any complaint must be reported as soon as possible during the stay, allowing Cortijo Rosario the opportunity to investigate and resolve the matter.

Complaints submitted only after departure may no longer be investigated and shall not qualify for any refund or compensation.

## **Article 17a – Early Departure**

If a Guest decides to end the stay earlier than agreed, no full or partial refund of the rental fee shall be granted.

## **Article 17b – No-show**

If the Guest fails to arrive on the agreed arrival date without prior notice, this shall be regarded as a **no-show**.

In such event, the full rental fee shall remain payable and the right to occupy the accommodation shall lapse, unless otherwise agreed in writing.

## **Article 18 – Governing Law**

All agreements between Cortijo Rosario and the Guest shall be governed exclusively by the laws of Spain.

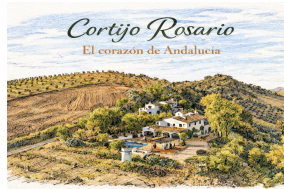
Any disputes shall, insofar as legally permitted, be submitted to the competent court in the Province of Seville.

Nothing in these Terms and Conditions shall affect the mandatory rights granted to consumers under applicable European or Spanish consumer protection legislation.

## **Article 18a – Access by Cortijo Rosario**

Cortijo Rosario reserves the right to enter the accommodation where this is reasonably necessary for maintenance, repairs, emergencies or the safety of Guests.

Whenever reasonably possible, the privacy of the Guests shall be respected.



### **Article 18b – CCTV Surveillance**

Where security cameras are installed on the exterior areas of the property, they are used exclusively for the protection of persons and property.

Under no circumstances are cameras installed inside the accommodation or in any location where Guests may reasonably expect privacy.

### **Article 18c – Applicability of the House Rules**

The House Rules of Cortijo Rosario form an integral part of these Terms and Conditions.

In the event of any conflict between the House Rules and these Terms and Conditions, these Terms and Conditions shall prevail.

### **Article 19 – Final Provision**

Should any provision of these Terms and Conditions be declared invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.