

MAINTENANCE CONTRACT

Dolores, NOVEMBER 1ST 2022

On the one hand, Mr. **Francisco Javier Hurtado Perelló** with ID number **45. 566. 560-H** acting in the name and on behalf of the administrator of the company **ATLANTIS CAMPOAMOR, S. L.** with CIF.**B-54633425** address Dolores - Almoradí, 37 , C. P. 03150 (Alicante).

On the other hand Mr/Mrs **C.P. ISLA CALIDA** with NIE. -
nº **H548611190**, acting in the name and on behalf of **COMMUNITY**
and address **at CALLE RAMON DE CAPOAMOR**
4.- 03189 ORIHUELA COSTA (ALICANTE), contracting party of the service,

CONTRACT SERVICE:

FIRST. That . contracts ATLANTIS CAMPOAMOR, S. L. , to provide the following services:

- POOL MAINTENANCE

(See attached budget for information, examples and non-binding)

SECOND: The duration of this contract will be **ONE YEAR renewable**. This contract may be terminated at any time by either party, provided that the party seeking termination notifies the other party in writing at least 30 days in advance and provided that payment has been made for services rendered up to the time of effective termination. In the event of failure to comply with the notice period, the defaulting party must compensate the other party, by way of damages, with the proportional part of the total annual price corresponding to the number of months remaining to be fulfilled until the end of the current annual period.

THIRD: The price of the contracted services will be

POOL MAINTENANCE:

285€ + VAT

This amount will be paid between the 25th and 30th/31st of each month.

Payments will be made through **DIRECT DEBIT**

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At the end of each year the price of the service will have an increase corresponding to the rise in the CPI for that year. The services offered are specified in the annex to this contract as an example and not as an exhaustive list.

FOURTH - Obligations of the OWNER/COMMUNITY

The **OWNER/COMMUNITY** must comply with what has been agreed in this contract, and in particular, with its obligation to pay the price of the contracted services in the agreed terms.

Likewise, **OWNER/COMMUNITY** must comply with its obligations in terms of security, emergencies, occupational risk prevention, social security, civil liability insurance and any others established by law or lower-ranking provisions.

The failure of the **OWNER/COMMUNITY** to comply with its contractual, legal and/or regulatory obligations exempts ATLANTIS CAMPOAMOR, S. L. from any kind of liability towards the injured party, with the **OWNER/COMMUNITY** being directly and exclusively responsible.

FIFTH. - Obligations of ATLANTIS CAMPOAMOR, S. L.

The company ATLANTIS CAMPOAMOR, S. L. undertakes to carry out the previously budgeted maintenance, which is the object of this contract. This includes:

A. - Prior revision service.

Before starting with the maintenance, **ATLANTIS CAMPOAMOR, S. L** will carry out a complete revision of the electrical installations and equipment whose might be affected by our maintenance services.

B. - Visits service.

ATLANTIS CAMPOAMOR, S. L assumes the obligation to make inspection visits, the number of which will vary according to the season, visits schedule appears in the maintenance quotes.

C. - Review service.

ATLANTIS CAMPOAMOR, S. L will check all the elements to verify their correct operation and will repair them, if necessary, with the previous authorization of the president, administrator of the community of owners or contractor. The cost of the repair will be paid by those last mentioned.

Likewise, **ATLANTIS CAMPOAMOR, S. L**, will not be responsible for the excessive consumption of water, electricity, gas or any other similar supply that the property has.

D. - Assistance service in case of possible technical problems.

In the event of possible general mishaps, such as motor breakdowns, pool lights, dispensers, water leaks, irrigation breakdowns, small electrical problems (automatics, clocks, etc.), **ATLANTIS CAMPOAMOR, S. L.** undertakes to provide a service of assistance, diagnosis, and the trips that were urgent and essential to solve the technical problems that arose.

Repairs that by their nature require the specialized work of a technician, as well as parts that need to be replaced by new ones, such as electrical equipment, plumbing equipment, etc, will be invoiced separately, subject to the consent of the president or administrator of the owners' association.

ATLANTIS CAMPOAMOR, S. L will not be responsible for any type of machinery breakage, damage to plumbing or accessories, except in the case of professional negligence that is attributable to **ATLANTIS CAMPOAMOR, S. L.**

E. - Emergency service.

ATLANTIS CAMPOAMOR, S. L has an emergency service with a maximum response time of 24 hours in the summer season and a maximum of 72 hours in the winter season, to deal with any serious problems that may arise as quickly as possible.

This service will only be operative in case of emergency, meaning any event by **ATLANTIS CAMPOAMOR, S. L** to avoid a greater evil.

The emergency exits will be free when the problem has been caused by professional negligence that was attributable to ATLANTIS CAMPOAMOR, S. L, otherwise the emergency exits will have an additional cost not included in the price (Cost of travel 45. euros (includes 1 hour of travel) hour of labour 30. euros)

F. - Work calendar of ATLANTIS CAMPOAMOR, S. L.

The company **ATLANTIS CAMPOAMOR, S. L.** will be closed for a week during the Christmas period (previously notified by e-mail), as well as local, regional and national holidays, during which the services contracted will not be provided without affecting the agreed price, which will remain unchanged.

G. - Meteorological incidents.

The company **ATLANTIS CAMPOAMOR, S. L.** could reduce or suspend its services on those days when the weather conditions do not allow the development of our work activities.

H. - Additional services.

Any service other than those described above will have an additional cost that must be agreed upon between the parties before the service is performed, and the additional costs for the service will be charged to OWNER/COMMUNITY.

SIXTH - The company **ATLANTIS CAMPOAMOR, S. L.** informs you that in compliance with the current regulations on Personal Data Protection and in particular, in accordance with the provisions of Organic Law 3/2018, of December 5, the incorporation of your personal data, which is essential for the development of our commercial relationship, into our files registered with the Spanish Data Protection Agency on behalf of **ATLANTIS CAMPOAMOR, S. L.**

You may exercise your rights of access, rectification, cancellation and opposition by sending a letter to our fiscal address at **Carretera de Dolores-Almoradi, nº 37 - A. - C. P. - 03150 -DOLORES - ALICANTE.**

SEVENTH: For all conflicts that may arise in the interpretation, application, effects and breach of this contract, the parties expressly submit to the jurisdiction of the Courts of Orihuela, expressly waiving any other jurisdiction that may correspond to them.

And for the record and to take effect, they sign this contract in the place and on the date of the header.

Atlantis Campoamor, S. L.

Mr/Mrs. 