

E-COMMERCE (ACCOMMODATION RESERVATIONS). General contracting terms and conditions

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GENERAL CONTRACTING TERMS AND CONDITIONS

This contractual document will govern the contracting of accommodation bookings through the website <https://www.ncapartments.net>, owned by OPEN SUITE, S.L. under the trademark OPEN SUITE, S.L., hereinafter, PROVIDER, whose contact details also appear in the Legal Notice of this Website.

These Conditions will remain published on the website at the disposal of the USER to reproduce them and keep them as confirmation of the contract, and may be modified at any time by the PROVIDER. It is the responsibility of the USER to read them periodically, since those in force at the time of placing orders will be applicable.

The contracts will not be subject to any formality except for the cases expressly indicated in the Civil and Commercial Codes and in this or other special laws.

Accepting this document implies that the USER:

- Has read and understood the above.
- Is a person with sufficient capacity to enter into contract.
- Assumes all the obligations set forth herein.

These conditions will be valid indefinitely and applicable to all orders submitted through the PROVIDER's website.

The PROVIDER informs that the business is liable and understands the current laws of the countries to which it offers its services and reserves the right to unilaterally modify the conditions, without affecting the goods or promotions contracted prior to the modification.

Identity of the contracting parties

On the one hand, the PROVIDER of the accommodation booking service contracted by the USER is OPEN SUITE, S.L., with registered office at C/ Joan Arderius, 2 - 5 17600 Figueres (Girona), tax identification number B17253709 and customer/USER service telephone number 972678379.

And on the other hand by the USER, is responsible for the truthfulness of the personal data given to the OPEN SUITE, S.L..

Purpose of the contract

The purpose of this contract is to regulate the contractual relationship between the PROVIDER and the USER, at which time the USER accepts the rental of real estate for temporary or tourist accommodation, during the online contracting process.

The contractual relationship of booking accommodation involves the rental of the chosen property, for a limited time, in exchange for a determined price that is publicly displayed through the website. Extra services must be hired at the time of booking or arrival at the property..

Contracting procedure

The USER, in order to access the services offered by the PROVIDER, must be of legal age. For hiring. For this reason, the USER must freely and voluntarily provide the personal data required, which will be processed in accordance with the

provisions of Regulation (EU) 2016/679 of 27 April (GDPR) and the Organic Law 3/2018 of 5 December (LOPDGDD), as detailed in the Legal Notice and Privacy Policy found on this website.

Once the user account has been created, we inform you that, in accordance with the requirements of Article 27 of Spanish Law 34/2002 on Services of the Information Society and E-Commerce (LSSICE), the following steps will be followed during the contracting procedure:

1. General contracting clauses.
2. Activation of reservations.
3. Right of withdrawal (cancellations).
4. Online claims and dispute resolution.
5. Force majeure.
6. Competency.
7. General information of the offer.
8. Price and period of validity of the offer.
9. Shipping costs.
10. Payment methods, charges and discounts.
11. Purchase process.
12. Suspension or termination of the contract.
13. Guarantees and refunds.
14. Applicable law and jurisdiction.

1. GENERAL CONTRACTING CLAUSES

Unless otherwise stipulated in writing, placing a reservation with the PROVIDER shall imply the acceptance by the USER of these legal terms and conditions. No stipulation made by the USER may differ from those made by the PROVIDER unless expressly accepted in advance and in writing by the PROVIDER.

2. ACTIVATION OF RESERVATIONS AND PAYMENT

The PROVIDER shall inform the USER in advance of the procedure to be followed when booking.

Our automatic system for calculating availability and prices allows the USER to choose the type of apartment or house that interests him and immediately make online payment of 50% of the rental price, the remaining 50% will be charged by online payment, at least five days before the date of arrival.

The PROVIDER will not book the accommodation until it has verified that payment has been made. Once payment has been verified, the LENDER will contact you by email to confirm your booking. This term is understood as long as its availability has been confirmed.

Deposits

OPEN SUITE, S.L. reserves the right to collect a deposit of € 150, also at the time of booking the card details will be saved, and in the event of damage and / or theft, OPEN SUITE, S.L. you can add the total to the card provided.

Payment of the deposit will be made upon access to the accommodation on the card provided. Upon leaving the accommodation, with prior inspection of the same, the deposit will be returned, in the event that it is not possible to inspect the accommodation, a maximum period of 72 hours is reserved, to return the deposit or collect the defects.

Failure to carry out the remote contract

If the contract cannot be executed because the accommodation is not available within 30 days, the USER will be informed of the lack of availability and will be entitled to cancel the reservation and receive a refund of the total amount paid without any cost, and without any liability for damages attributable to the PROVIDER.

In the event of unjustified delay by the PROVIDER with respect to the refund of the total amount, the USER may claim payment of double the amount due, without prejudice to their right to be compensated for damages suffered beyond that amount.

The PROVIDER will not accept any liability if the activation of the service is not fulfilled because of false, inaccurate or incomplete information provided by the USER.

3. CANCELLATIONS (right of withdrawal)

Withdrawal form: <https://ncapartments.net/formulario-solicitud-desistimiento.pdf>

The USER has the same rights and deadlines to proceed with the cancellation and/or claim for possible defects or flaws in the reservation, both online and offline.

Any cancellation must be communicated to the PROVIDER, requesting a return number by means of the form provided for this purpose, or by e-mail to info@ncapartments.net, indicating the corresponding invoice or reservation number. In the event of a refund, the USER may be penalised for the concepts indicated below:

- * 10% when the cancellation is made with more than 30 days.
- * 50% when the cancellation is made within 30 days or less.
- * 100% when the cancellation is made within 7 days or less.

4. ONLINE CLAIMS AND DISPUTE RESOLUTION

Any complaint that the USER deems appropriate should be dealt with as soon as possible, and can be made by contacting the following contact addresses:

OPEN SUITE, S.L.
C/ Joan Arderius, 2 - 5 17600 Figueres (Girona)
Telephone number: 972678379
Email: info@ncapartments.net

If during the rental period there should be any breakdown in the installations or electrical appliances, the USER shall immediately notify the PROVIDER in order to solve these incidents as soon as possible.

In case of force majeure (damage caused by water, fire, etc.), the PROVIDER will replace the reserved accommodation with another of the same characteristics. In case of unavailability of accommodations, the PROVIDER will reimburse the total amount paid.

Online Dispute Resolution (ODR)

In accordance with Article 14.1 of Regulation (EU) 524/2013, the European Commission provides a free access platform for the resolution of online disputes between the USER and OPEN SUITE, S.L. through the intervention of a third party, called the Dispute Resolution Body, which acts as an intermediary between them, eliminating the need to resort to a court of law. This is a neutral body which will consult both parties in order to reach an agreement, and may ultimately suggest and/or impose a solution to the conflict.

Link to the ODR platform: <http://ec.europa.eu/consumers/odr/>

5. FORCE MAJEURE

The parties shall not be liable for any fault due to any greater cause. Fulfilment of the obligation shall be delayed until after

the end of the case of force majeure.

COVID-19: If due to mobility restrictions or another reason regarding the rules consolidated in the code of COVID-19 the USER cannot move to the reserved accommodation, he will have the possibility to use his reservation in a new date proposed by the LENDER, or if the amount of the reservation is refunded.

6. COMPETENCY

The USER may not assign, transfer or transmit the rights, responsibilities and obligations contracted.

If any of the terms and conditions are considered null or impossible to fulfil, the validity, legality and fulfilment of the remaining terms and conditions shall not be affected or modified in any way.

The USER declares to have read, understood and accepted these General Terms and Conditions in their entirety.

7. GENERAL INFORMATION OF THE OFFER

The details of each reservation, such as accommodation and meals, are informed to the USER in their respective description on the website.

All sales and deliveries made by OPEN SUITE, S.L. are subject to these General Conditions.

No modification, alteration or agreement contrary to the Commercial Proposal of OPEN SUITE, S.L. or stipulated herein shall take effect, unless expressly agreed in writing and signed by OPEN SUITE, S.L., in which case, these particular agreements shall prevail.

Given the continuous technical advances and product improvements, OPEN SUITE, S.L. reserves the right to modify its specifications with respect to the information provided in its advertisements, as long as it does not affect the value of the services offered. These changes shall also apply in the event that, for any reason, the possibility of supplying the services offered is affected.

Check-in and check-out

The entrances and exits of the lodgings will be made within the following schedules:

Check-in at the accommodation is from 16:00 on the reserved date. The entrance to all our accommodation works with an electronic system using a PIN. The user will receive access to the APP once the reservation has been made, at the time of arrival the user must check in guests, where he will have access to his PIN code and access to his apartment.

- Accommodation is not available before 16:00.
- If you arrive earlier, you can call and leave your luggage inside the building.
- You can enter at any time after check-in, as the electronic access system allows access without personal attention.

The USER in accordance with current legislation must identify all occupants of the accommodation at the time of check-in through the APP provided by the PROVIDER.

Then, the USER must sign a rental agreement and pay the Tourist Tax of € 1.10 per day and per person over 16 years, for a maximum of 7 days. (Law 5/2012 of 20/3/12. D.O.G.C. No. 6094 of 23/03/12) and bail. You can pay by credit or debit card

The accommodation must be delivered clean and with all kitchen utensils and equipment. Bath towels and bed linen per person are included in the rental price.

Departures: Check-in time is 11:00 am. No person will be charged by the PROVIDER, the facilities will be checked at the time of cleaning the apartments by the PROVIDER, where it will check that there is no damage and that nothing is missing.

At the agreed time to leave the accommodation, the tenants must be prepared and with their bags packed and the

apartment clean and tidy.

Extra services

If the USER is interested in contracting an extra service, he must do so at the time of booking:

Breakfast (9 a.m. to 11 p.m.)

- Price per person and day 21 € / day

Laundry room

- Check price

Apartment cleaning

- 15 € / hour
- A daily review of the apartment can be requested on request.

Cot

- The rental of a cot is 15 € / STAY.

Baby seat

- Baby seat rental is FREE.

Folding bed

- The extra bed rental is 25 € / PERSON / NIGHT

There is no accommodation where pets are allowed.

Customer Responsibilities

- The USER undertakes to respect the rules of the Community. No parties or excessive noise during rest hours, between 22:00 and 9:00. In no case is it permitted to occupy the accommodation with more people than the maximum capacity.
- Electricity and water use must be rational.
- Hanging towels and clothes on balcony railings is prohibited.
- Children must always be accompanied by their parents and under their responsibility.
- The USER is responsible for the correct behaviour of all his/her fellow guests, otherwise, the PROVIDER reserves the right to expel the occupants of the accommodation, without the right to future claims or any kind of compensation.
- Neither OPEN SUITE, S.L., nor the owner shall be liable for any direct or indirect damage that may be caused as a result of the misuse of the accommodation, including but not limited to: damage, loss after fire, theft, crime, accidents or other types of damage.

8. PRICE AND PERIOD OF VALIDITY OF THE OFFER

The prices indicated for each reservation include Value Added Tax (VAT). These prices, unless expressly stated otherwise, do not include tourist taxes, travel insurance, shipping, handling, packaging or any other additional services and attachments to the service purchased.

The prices applicable to each property are those published on the website and shall be shown in Euros. The USER accepts

that the economic valuation of some of the services may vary in real time. Prices may change daily as long as no booking is made.

Any payment made to OPEN SUITE, S.L. involves the issuance of an invoice under consent (art. 63.3 RD 1/2007) in the name of the registered USER or the company name that the USER has informed at the time of placing the order. This invoice will be delivered to the USER at the end of the rental and the payment of the contracted services is made. The invoice can be downloaded in PDF format by accessing the web management panel with the user account. In the event that the user wishes to receive it by e-mail, they must request it by any of the means that the PROVIDER makes available to them, informing them that they may revoke this decision at any time.

For any questions about the booking, the USER may contact the OPEN SUITE, S.L. customer services by calling 972678379 or by emailing info@ncapartments.net.

9. SHIPPING COSTS

There are no shipping costs.

10. PAYMENT METHODS, CHARGES AND DISCOUNTS

The PROVIDER is responsible for the economic transactions and accepts the following payment methods for orders:

- Credit or debit card via Redsys payment gateway.

Security measures

The website uses generally accepted information security techniques within the industry, such as SSL, data entered on a secure page, firewalls, access control procedures and cryptographic mechanisms, with the aim of preventing unauthorised access to data. To achieve these purposes, the USER agrees that the PROVIDER will obtain data for the purpose of the corresponding access control authentication.

The PROVIDER undertakes not to allow any transaction that is or is considered illegal by the credit card brands or the acquiring bank, which may or has the potential to damage their goodwill or negatively influence them.

The following activities are prohibited by the card brands' programmes: the sale or offer of a product or service that does not comply with all laws applicable to the Buyer, Issuing Bank, Merchant or Cardholder.

11. PURCHASE PROCESS

The website has a search system with different parameters to facilitate the choice of accommodation. Types of reservations:

- Reservations with immediate confirmation: The minimum price of the service is stipulated on the website. You can book on-line and add the extra services that suit you.
- Price not available: If the price of the service is not available, the USER will be informed as soon as possible by email or telephone.

Select the dates of arrival and departure, the people staying (adults and children) and the extra services chosen and add to the basket. In the basket you can only view the selected services, quantity, price and total cost. Once the basket has been saved, the taxes, charges and discounts will be calculated according to the details entered.

Baskets have no administrative link, it is only a section where you can simulate an order without any commitment from either party.

Follow the steps below to correctly place an order from the basket:

1. - Confirm billing details.
2. - Check the reservation (dates, services...).
3. - Select payment method.
4. - Place your order (buy).

Once the order has been processed, the system instantly sends an email to the PROVIDER's management department and another to the e-mail of the USER confirming that the order has been placed.

Within a maximum of 24 hours, on working days, an email will be sent to the USER confirming the status of the reservation, as well as all the relevant information.

In the on-line Reservation section, you can consult the description and characteristics of the accommodation, the services included, the optional services (extras) and the particular specifications of each property.

12. SUSPENSION OR TERMINATION OF THE CONTRACT

If any of these terms and conditions should be deemed unlawful, void or for any reason unenforceable, the term in question shall be deemed severable and shall not affect the validity and enforceability of any remaining terms and conditions.

The PROVIDER may, without prior notice, suspend or terminate the USER's access to its services, in whole or in part, for any valid reason, including, without limitation, when the USER fails to comply with or follow any of the obligations set forth herein or any applicable provision of law, license, regulation, directive, code of practice or usage policies.

Whenever the PROVIDER exercises any of its rights or powers under this Clause, such exercise shall not prejudice or affect the exercise of any other right, power or remedy that may be available to the PROVIDER.

13. GUARANTEES AND REFUNDS

The guarantee of the services offered will respond to the following articles based on the Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws:

Conformity of services with the contract

1. Unless there is proof to the contrary, products shall be deemed to conform with the contract provided that they fulfil all the requirements set out below, unless the circumstances of the case deem any of them inapplicable:

- a) They conform to the description provided by OPEN SUITE, S.L..
- b) They are suitable for the uses to which services of the same type are normally put.
- c) They are suitable for any special use required by the USER, when this has been brought to the attention of OPEN SUITE, S.L. at the time of conclusion of the contract, provided that the latter has admitted that the service is suitable for this use.
- d) They present the usual quality and performance of a service of the same type that the customer may reasonably expect, taking into account the nature of the service and, where appropriate, the descriptions of the specific characteristics of the services made by OPEN SUITE, S.L..
- e) OPEN SUITE, S.L. describes the details, technical characteristics and photographs of the properties provided by the owners of the properties, so that it is not bound by these public declarations.

2. Non-conformity resulting from a service that was not performed or provided shall be treated as non-adherence to the contract, provided that the responsibility for the service lies with OPEN SUITE, S.L. or is under its responsibility. On the other hand, when the service not performed or provided is due to negligence or malpractice on the part of the USER, it shall not be considered to be non-adherence on OPEN SUITE, S.L.'s behalf, who shall be deemed to have complied with the terms of the contract.

3. No liability shall be accepted for any non-conformity that the USER is aware of or was unable to overlook when entering

into the contract, or which is caused by information provided by the USER.

Responsibility of OPEN SUITE, S.L.

The PROVIDER shall be liable to the USER for any lack of conformity at the time of delivery of the accommodation. OPEN SUITE, S.L. grants the USER the right to repair the service, to replace it, to reduce the price and to terminate the contract.

Repair and replacement of the housing service

1. If the accommodation service is not in compliance with the contract, the USER may choose to demand its repair or replacement, unless one of these options is impossible or disproportionate. As soon as the USER notifies OPEN SUITE, S.L. of the chosen option, both parties must abide by it. The USER's decision is respected without prejudice in the following cases: the repair or replacement fails to bring the service into compliance with the contract.

2. Any form of remedy which imposes on OPEN SUITE, S.L. costs which are unreasonable in comparison with the other form of remedy shall be considered disproportionate, taking into account the value that the service would have if there were no lack of conformity, the relevance of the non-conformity and whether the alternative remedy could be carried out without major inconvenience to the USER.

Repair and replacement shall comply with the following rules:

- The necessary expenses incurred to remedy the lack of conformity of the contracted services shall be free of charge for the USER.
- They will be carried out within a reasonable period of time and without major inconveniences for the USER, taking into account the nature of the services and the purpose they had for the USER.
- If, once the repair is completed and the property is delivered, it is still not in conformity with the contract, the USER may demand its replacement, a price reduction or the termination of the contract.
- If the replacement fails to bring the property into conformity with the contract, the USER may demand the repair of the property, a price reduction or termination of the contract.

Price reduction and contract termination

The reduction of the price and the termination of the contract shall be carried out at the USER's discretion when they are unable to demand the product's repair or replacement and in cases where the repair or replacement has not been carried out within a reasonable period of time or without major inconvenience for the USER.

The decision shall not apply when the non-conformity is of minor importance.

Price reduction criteria

The price reduction will be proportional to the difference between the value the service would have had at the time of delivery had it been in compliance with the contract and the value of the service actually delivered at the time of delivery.

Deadlines

Unless proven otherwise, delivery shall be deemed to have been made on the day shown on the reservation.

The USER must inform OPEN SUITE, S.L. of any non-conformity the moment that they become aware of it or by the end of their stay, at the very latest.

Unless proven otherwise, it shall be understood that the USER has communicated the non-conformity within the established period.

14. APPLICABLE LAW AND JURISDICTION

These conditions shall be governed by or construed in accordance with Spanish law in respect of matters not expressly set forth herein. OPEN SUITE, S.L. and the USER agree to submit to the courts and tribunals of the USER's domicile any controversy that may arise from the provision of the products or services covered by these Conditions.

In the event that the USER is domiciled outside Spain, the PROVIDER and the USER expressly waive any other forum, submitting to the Dispute Resolution Body that will act as an intermediary between them in accordance with Art. 14.1 of Regulation (EU) 524/2013, without the need to resort to the courts of law. For more information, see clause "4. ONLINE CLAIMS AND DISPUTE RESOLUTION" of these Conditions.