

# GENERAL CONTRACT CONDITIONS

## 1º.- Legal Framework

In compliance with the current regulations, the general contract conditions for the provision of products and/or services offered by the entity MAS D'EN BRUNO SL, which operates through the internet website MASDENBRUNO.COM, as well as the corresponding rights and obligations of the parties thereto are detailed below.

## 2º.- Identification

These General Contract Conditions (hereinafter "**Conditions**") aim to regulate the relationship between MAS D'EN BRUNO SL (hereinafter the "**Provider**") and the clients (hereinafter the "**User**"), with respect to all the transactions made through the online store website.

### 2º.1.- Offeror Company

- CORPORATE NAME: MAS D'EN BRUNO SL
- TRADING NAME: GRAND HOTEL MAS D'EN BRUNO
- TIN: B55752034
- ADDRESS: C. MAS D'EN BRUNO S/N
- CITY: TORROJA DEL PRIORAT
- PROVINCE: TARRAGONA
- Zip Code: 43737
- PHONE: 636574867
- EMAIL: jheras@thesteingroup.com

On the other part:

### 2º.2.- The User

User or client shall be understood to mean as the Internet user who acquires this condition, by registering on the website, using a form to do so, and to whom a user code and password are assigned, for which they have full responsibility for use and custody, being responsible for the veracity of the personal data provided to the Provider, as we will see in the **User Registration** section.

## 3º.- Acceptance

By accepting these Conditions, the User hereby declares:

1. That he/she is a person with the capacity to contract according to current regulations.
2. That he/she has read and hereby accepts these Conditions.

#### **4º.- Availability**

The User shall have access always and, in any case, prior to the start of the product contracting procedure, to the conditions, which may be stored and/or reproduced on a durable medium.

#### **5º.- Period of validity or Duration**

The period of validity or duration of these Conditions and Particular Contract Conditions, shall be the time that they remain published on the aforementioned website and shall be applicable from the moment the User makes use of the website, and/or proceeds to the contracting of any products.

#### **6º.- Amendments**

The Provider hereby reserves the right to unilaterally modify said Conditions, without this affecting the goods or promotions that were acquired by the User prior to such modification.

The User hereby undertakes to carefully read the contract conditions, each time he/she proceeds to contract a product, given that they may have been modified since the last time he/she reviewed them.

#### **7º.- Nullity**

Should any clause included in these Conditions be declared totally or partially null or ineffective, such nullity shall affect only said provision or the part of it that is null or ineffective, while any other Condition shall remain in effect.

#### **8º.- Contract object**

The purpose of this contract is to regulate the contractual relationship between the Provider and the User at the time the User accepts the contracting during the online contracting process through the mechanisms set out below.

The contractual relationship hereto entails the provision/delivery, in exchange for a certain price and publicly displayed through the website, of one or more specific services/products.

Each of these products may be subject to a specific regulation through the Particular Contract Conditions of each of them, of which more detail shall be given in the guarantee, returns, withdrawal section, or in the product's own technical data sheet, due to the different formats in which the products are marketed, their packaging or their very nature.

### **9º.- User Registration**

There is no registration process on the web.

### **10º.- Geographic scope**

This website operates and sells worldwide. Hereinafter, this geographical area shall be understood as "the Territory". The use of this website, as well as any purchase made on it, is considered as made in Spain, and therefore subject to current Spanish laws and regulations.

### **11º.- Product information**

The Provider pays great attention to the information regarding the features of the products and services through technical descriptions and photographs that illustrate them.

### **12º.- Taxes, currency and shipping costs**

In accordance with current regulations, any purchase made through the website shall be subject to Value Added Tax (VAT). The products offered on the website include Value Added Tax (VAT) and in any case shall be expressed in the Euro currency (€). These prices, unless expressly stated otherwise, do not include shipping costs or any other additional services and extras to the purchased product.

### **13º.- Language in which the contract is drawn up**

The contracting procedure and the pre-contractual information are drawn up in Spanish and English and these shall be the languages used to carry out the contracting.

### **14º.- Contract / Purchase Procedure**

#### **Registration**

As there is no registration process on the web, the User does not have a control panel.

## **14º.2.- Reservation process**

The reservation process is easy and simple.

- Click on the reservation button on the website.
- Select the dates and number of people.
- Select the room and possibility of adding extras.
- Enter your personal data.
- Review the payment information.
- Review the reservation order and payment method.

### **Provisions to consider in the reservation process.**

#### **15º.- Product availability**

The Provider uses a computer program that controls the number of rooms available. In case of overbooking, another hotel of a similar category to stay will be offered to the User.

#### **16º.- Types of products**

The website offers a wide variety of hotel rooms, as well as tasting menus in the restaurant, access to the spa, romantic packs, wine tastings and other tourist experiences.

#### **17º.- Maximum reservation orders allowed**

The maximum reservation requests shall be the number of rooms available. However, if the User needs more than 5 rooms, he/she shall contact the Provider via email.

#### **18º.- How to extend or cancel my reservation**

In order to extend a reservation order, it can be done by adding more rooms to those already selected.

In order to cancel a reservation, the User can do so through the link included in the confirmation email. Likewise, he/she may do it through the website itself with the reservation number or by contacting the Provider through the Customer Service channels. Cancellations are allowed, as long as a non-refundable reservation has not been chosen.

## **19°.- Expenses and shipping methods and delivery time**

As it is a service, there are no shipping costs.

## **20°.- Delivery time**

Since the product itself is a service, there are no delivery times. The User shall be able to make any reservation up to one year in advance.

## **21°.- Invoice**

Where can I check my invoice? The invoice must be requested through the Customer Service channels.

## **22°.- VAT**

Pursuant to the current regulations, any contracting made through the website shall be subject to Value Added Tax (VAT).

## **23°.- Payment Methods or Modalities**

In general, the User may choose the form of payment:

A) By credit/debit card, for which it shall provide, among others:

(i) name and surnames;

(ii) card number;

(iii) CVV/CVC;

(iv) expiration date of the card;

A) By bank transfer, although this method does not apply to reservations made through the website

User card details will be stored in our database, since when they are entered by the User, they also become part of the secure website of the chosen bank.

Card details are protected at all times thanks to the secure servers of the banking entities that use SSL encryption in their communications.

## **24°.- General Provisions on the Payment Process**

- The payment order given by the User necessarily implies adherence to these General Conditions as well as the Particular Conditions of the reservation order.
- For any form of payment chosen by the User, all payments shall be subject to the terms and conditions applicable to the User by the intervening financial entities or by the secure payment platforms (e.g. Visa, Mastercard, etc.).
- Once the payment has been made correctly, the User will receive a confirmation email.

## **25°.- Returns of defective, damaged or incorrect products or exercising the Right of Withdrawal**

The reservation cancellation policy is expressly detailed in the confirmation voucher. In turn, this information is also included in the "cancellation policy" section enabled on our website.

## **26°.- Exceptions to the right of withdrawal**

The right of withdrawal shall not apply to the delivery of:

- Products that may see their nature altered.

## **27°.- Customer Service: Help, Suggestions and Claims**

The User can, at any time, contact our Customer Service to ask for help, make suggestions or complaints by writing to [jheras@theseingroup.com](mailto:jheras@theseingroup.com), or by calling 636574867.

## **28°.- Product Guarantee**

As it is a service, no guarantees are given.

## **29°.- Provider Rights**

- Keep, modify or suspend your website without prior notice.
- Modify the price of the offers.
- Reject orders due to lack of stock or customer non-payment.
- Refuse access to computer tools to clients in case of non-compliance with these conditions.
- Receive the amount of the customer's purchases once the transaction is accepted.
- Reserve the domain and retain full ownership of the item until full payment by the customer.
- Not to reproduce, alienate or dispose of the information published by the **Provider** in all its contents without the express permission of the company itself.
- Proceed to correct or amend human or computer errors.

### **30°.- Limitation of liability**

All the information provided by the User to the **Provider** and through the corresponding forms shall be truthful. It is the responsibility of the User to keep the data supplied to the Provider duly updated. In any case, the Provider is exempt from any liability for damages or losses caused as a result of having provided false, insufficient, inaccurate or incorrect information.

Access to the website does not imply any obligation on the part of the Provider to verify the authenticity, suitability, exhaustiveness, accuracy, adequacy and updating of the information provided by the User through the corresponding forms.

The **Provider** shall not be responsible in those cases in which it corresponds to the parents, guardians or legal representatives of minor or disabled Users, to authorize access, provision of personal information or use of the website or the contracting of any products or services provided through the applications or web platform. It shall be the responsibility of the aforementioned parents, guardians or legal representatives to supervise the access and use of the minor or disabled to contract the products and services provided through the website [MASDENBRUNO.COM](http://MASDENBRUNO.COM)

Access of the Users to the Contents does not imply any obligation on the part of the **Provider** to control the absence of viruses or computer elements that may have any harmful effect on the User's computer equipment. In any case, it will be up to the User to have the necessary tools to detect such viruses or harmful computer elements. Consequently, the provider shall not be responsible for possible damage caused to the computer equipment of the Users or third parties during access to the Contents.

The **Provider** shall not be liable for possible interruptions in electrical or telecommunications services that may prevent Users from using the services offered.

### **31°.- Governing Law and Jurisdiction**

These conditions shall be governed or interpreted in accordance with Spanish legislation in what is not expressly established. The Provider and the User hereby agree to submit any controversy that may arise from the provision of the products or services subject to these conditions to the Courts and Tribunals of the User's domicile.

Should the User be domiciled outside of Spain, the Provider and the User hereby expressly waive any other forum, submitting to the Courts and Tribunals of the domicile of THE OWNER OF THE WEB.

### **32º.- Online dispute resolution platform for consumers and merchants**

The European Commission has launched a platform to help consumers and merchants resolve disputes related to purchases made through the Internet.

Platform web address:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=ES>