

Legal Conditions and Legal Notice

1. INTRODUCTION

The purpose of this document is to regulate the TERMS or GENERAL CONTRACTING CONDITIONS of the on-line booking services (hereinafter, and indistinctly, the on-line booking services, or the services) of CAMPING MAS PATOXAS, with registered office in PALS, CARRETERA C31 KM. 339, registered in the Mercantile Registry of Girona, and C.I.F. B17331984 hereinafter, MAS PATOXAS), Tel. 972636928 and Fax 972667349. The terms "You" and "User" are used here to refer to all individuals and/or entities that for any reason access www.campingmaspatoxas.com or use the services.

The use of these services shall imply the full and unreserved acceptance and validity of each and every one of the General Terms and/or Conditions -which shall be considered automatically incorporated in the contract signed with MAS PATOXAS, without the need for their written transcription in the same- contained in the latest updated version of these General Terms and/or Conditions.

2. USE OF ON-LINE BOOKING SERVICES

2.1. Online Reservation Services

a. The purpose of the on-line reservation services is the reservation of plots, bungalows or mobile homes at Camping Resort & Bungalows Park Mas Patoxas. The use of these services shall imply the full and unreserved acceptance and validity of each and every one of the General Terms and/or Conditions -which shall be considered automatically incorporated in the contract signed with MAS PATOXAS, without the need for any further information.

that it is necessary its written transcription in the same - collected in the last updated version of these General Terms and/or Conditions.

Reservations will be made through our reservation page:

<https://booking.campingmaspatoxas.com>.

b. Contracting procedure: When using the service the user will receive a confirmation email which will include the confirmation that your purchase order is in the process of confirmation. If you are a consumer, once the charge corresponding to your reservation has been made, you will receive an email confirming it, this email will serve as proof of your reservation.

c. Guarantee: The reservation is confirmed and guaranteed through the payment methods. In case of no-show without prior notice, X amount will be charged (VAT and taxes included).

For this purpose the payment methods are secure and payment by bank transfer or credit card will be accepted. The total amount will be partially paid once the reservation is made, having to pay the rest during your stay.

d. Termination of the contract or cancellation of the reservation: The credit card is only a means of guarantee. The cancellation of reservations by the user will not incur early cancellation fees, as long as the cancellation is made before the time and date established as the cancellation limit. After this threshold, MAS PATOXAS will charge cancellation fees as compensation.

This clause is not valid for reservations made at special rates. In this case, the respective established conditions shall apply.

e. Policy on minors.

Children under 18 years of age must stay at MAS PATOXAS accompanied by their parents, guardians or adults duly authorized by them. The staff of the

The camping site may require relevant documentation identifying the adults as their parents/guardians or authorized persons.

f. Pricing.

Prices are only valid in writing and for the period therein. When there are justifiable reasons, MAS PATOXAS reserves the right to modify these rates without prior notice.

The prices related to the reservation will be indicated to you during the reservation process. VAT is applied to the prices, without prejudice that additional taxes may also be applied according to local regulations in force at any given time.

g. The prices shown at the time of booking include VAT (or equivalent tax) according to the tax rate applicable at the time.

In the event that the tax rate changes between the date of the reservation and the date of delivery of the services, generating a disparity, according to tax regulations, the tax rate to be applied to the final price will be the one that corresponds at the time of delivery of the services or the accrual of the tax, even in cases where this would cause an increase in relation to the final price indicated to the client during the reservation.

2.3 The user undertakes to use the services in accordance with the Law, morality, good customs and public order, as well as with the provisions of these Terms and/or General Conditions of Contract. Consequently, he/she is obliged not to use the services for illicit purposes or effects and/or contrary to what is established in present Terms and/or General Conditions of contracting, harmful to the rights and/or interests of third parties or that, in any way, may damage the services, MAS PATOXAS and/or its image.

2.4 MAS PATOXAS may, for greater agility and for the benefit of the users, unilaterally modify, at any time and without prior notice, the services provided, or the

Operational, technical and usage conditions of the services. Likewise, in order to improve the service and establish an optimum level of quality, the ultimate objective of MAS PATOXAS, users may suggest those modifications that they deem useful, by contacting those responsible for the page through the e-mail address:

info@campingmaspatoxas.com

3. DATA PROTECTION

This section contains information on the processing of your data in connection with the making of reservations.

WHO IS RESPONSIBLE FOR THE DATA PROCESSING OF THE DATA SUBJECTS' DATA?

- Identity: **MAS PATOXAS, S.L.** (hereinafter, "**MAS PATOXAS**")
- TAX ID: B17331984
- Address: CARRETERA C31 KM. 339, 17256, PALS, GIRONA
- Data Protection Officer (DPO): you can contact our DPO through the following means:
 - Company: APLICACIONES PONT I GRI, S.L.
 - VAT NUMBER: B17537697
 - E-mail: info@apliser.com
 - Address: C/ Rutlla, 43 Ent. 2n 1a 17002 - Girona

Indicating in the reference "Delegado de Protección de Datos".

FOR WHAT PURPOSE WILL MAS PATOXAS PROCESS THE HOLDER'S PERSONAL DATA AND FOR HOW LONG?

We inform you that the data provided by the Account Holder are processed by MAS PATOXAS for the following purposes:

- Manage the realization of the reservations requested by the user.
- Sending the confirmation or documentation of the reservation made.
- In the event of providing consent to do so, the sending commercial communications by MAS PATOXAS.

WHAT USER DATA WILL PATOXAS PROCESS THE MOST?

For the correct provision of the services MAS PATOXAS will process the following categories of data:

- Identification data: name, surname, nationality.
- Contact information: e-mail address, telephone number.
- Transaction data of goods and services in MAS PATOXAS: Products and services purchased or about which you show interest.
- Stay preferences.
- Economic, financial and insurance data.
- Other data: data provided by the interested parties themselves in the open fields.

The data requested to the Holder are mandatory for the proper provision of services and, , the refusal to provide them will mean the impossibility of providing them. In those cases where data are requested that are not mandatory, it will be indicated on the same form.

In the event that the user provides data of third parties, he/she declares to have the consent of the same and undertakes to transfer the information contained in the Privacy Policy, exempting **MAS PATOXAS** from any liability in this regard. However, **MAS PATOXAS** may carry out periodic verifications to verify this fact, adopting the corresponding due diligence measures, in accordance with data protection regulations.

WHAT IS THE LEGITIMACY OF THE PROCESSING OF THE USER'S DATA?

The legitimacy for the processing of your personal data will be the execution of the contract between the parties. In the case of sending commercial communications, it will be the consent of the owner.

The consents obtained for the aforementioned purposes are independent, so the user may revoke only one of them without affecting the others.

To revoke such consent, the User may contact **MAS PATOXAS** through the following channels: info@campingmaspatoxas.com

WITH WHICH RECIPIENTS WILL THE USER'S DATA BE SHARED?

Your data will not be shared with third parties, unless there is a legal obligation.

INTERNATIONAL DATA TRANSFERS

No international data transfers will be made

PRESERVATION OF DATA

The personal data provided will be kept for the duration of the contractual relationship and, once it has ended, for the period of limitation of legal actions that may arise from it.

In relation to data for the sending of commercial communications, the data will be kept as long as the user does not revoke the consent given. However, in the event of withdrawal of consent, this will not affect the lawfulness of the processing previously carried out.

PROCESSING OF THIRD PARTY DATA

In the event that the Holder provides, at any time, data of third parties, he/she declares to have the consent of the same and undertakes to transfer the information contained in this clause, as well as to inform MAS PATOXAS of any change or update related to the same.

RIGHTS OF DATA SUBJECTS IN RELATION TO THEIR DATA.

You may exercise, by writing to the e-mail address consent, the User may contact **MAS PATOXAS** through the following channels: info@campingmaspatoxas.com with the Reference "Data Protection", attaching a photocopy of your identity document, at any time and free of charge, the following rights:

- To revoke your consent to the processing and communication of your personal data.
- Obtain information on whether or not your personal data has been processed.
- Access to your personal data.
- Correct incorrect or incomplete data.
- Request the deletion of your personal data when, for any reason, the data is no longer necessary for the purposes for which it was collected.
- Limit the processing of your data when any of the conditions set out in the data protection regulation are met.
- Under certain circumstances, and for reasons related to their personal situation, interested parties may object to the processing of their data.
- Request the portability of your data.

- Claim before the Spanish Data Protection Agency, when he/she considers that the Data Controller has violated the rights recognized by the data protection regulations.

The data subject may contact the Data Protection Officer of the Data Controller:

- Company: APLICACIONES PONT I GRI, S.L.
- VAT NUMBER: B17537697
- E-mail: info@apliser.com
- Address: C/ Rutlla, 43 Ent. 2n 1a 17002 - Girona

4. **CORRECT USE OF THE CONTENTS OF THE WEB SITE BY THE USER**

4.1 MAS PATOXAS declares that the industrial property rights (trademarks, trade names, etc.) that appear on this Web Site are its property and/or are legitimately exploited by virtue of agreements or licenses of use, being duly protected by the existing regulations on Industrial Property. The User undertakes to use the Web Site in a diligent, correct and lawful manner and, in particular, undertakes to refrain from:

a) Suppress, elude or manipulate the copyright, trademarks and other data identifying rights of MAS PATOXAS or its owners incorporated to the contents and/or products commercialized from the MAS PATOXAS Web Site, as well as the technical protection devices, digital fingerprints or any information mechanisms that may contain the same.

(b) Use the contents and, in particular, the information of MAS PATOXAS obtained through its Web Site to send advertising, communications for direct sales purposes or for any other type of commercial purpose, unsolicited messages addressed to a plurality of persons.

(c) Reproduce or copy, distribute, allow public access through any form of public communication, transform or modify the contents, unless authorized by the holder of the corresponding rights or it is legally permitted.

(d) In general, to use the contents in a manner, with purposes or effects contrary to the law, morality and generally accepted good customs or public order. MAS PATOXAS does not grant any license or authorization of use of any kind on its industrial and intellectual property rights or on any other property or right related to its Web Site.

4.2. Procedure in case of violation of intellectual property rights. In the event that any User or third party considers that any of the contents has been introduced in its Web Site in violation of its intellectual property rights, it must send a notification to MAS PATOXAS with complete and precise indication of its data and the intellectual property rights allegedly infringed as well as the Website.

5. RIGHT TO MODIFY THE TERMS AND/OR GENERAL CONDITIONS OF THE CONTRACT

MAS PATOXAS reserves the right to modify the present Terms and/or General Conditions of Contract, informing the users of the modifications made through www.campingmaspatoxas.com.

6. EXCLUSION OF WARRANTIES AND LIABILITY

6.1 MAS PATOXAS DOES NOT GUARANTEE THE RELIABILITY, AVAILABILITY OR CONTINUITY OF THE SERVICES MADE AVAILABLE TO THE USER, BY

WHICH EXCLUDES ANY LIABILITY FOR DAMAGES AND/OR LOSSES THAT MAY BE DUE TO THE LACK OF AVAILABILITY, RELIABILITY OR CONTINUITY OF ITS WEBSITE OR ITS SERVICES, ALTHOUGH IT WILL TRY TO PROVIDE, TO THE EXTENT OF ITS POSSIBILITIES, TECHNICAL ASSISTANCE TO THE AFFECTED PERSON, AS WELL AS TRY TO IMMEDIATELY RESTORE THE INTERRUPTION, MAKING AVAILABLE, TO THE EXTENT OF ITS POSSIBILITIES, ALTERNATIVE MEANS.

6.2 MAS PATOXAS IS NOT OBLIGED TO CONTROL AND DOES NOT CONTROL IN ADVANCE, THE ABSENCE OF VIRUSES OR ELEMENTS IN THE CONTENTS, WHICH MAY CAUSE ALTERATIONS IN THE SOFTWARE OR HARDWARE OF USERS OR PERSONS VISITING THE PAGES, SO IT WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND THAT MAY RESULT FROM THEM.

6.3 IF MAS PATOXAS, DESPITE ACTING WITH DUE FORESIGHT AND DILIGENCE, COULD NOT PROVIDE THE CONTRACTED ROOMS FOR REASONS NOT ATTRIBUTABLE TO THEM AND IF THERE IS IMPOSSIBILITY OF PROVIDING THE SERVICES UNDER THE AGREED CONDITIONS, MAS PATOXAS OFFER THE USER THE POSSIBILITY OF OPTING FOR A FULL REFUND OF THE AMOUNT PAID OR ITS REPLACEMENT BY ANOTHER OF SIMILAR CHARACTERISTICS IN TERMS OF CATEGORY OR QUALITY. IF OF THE SUBSTITUTION THE SERVICE RESULTED OF INFERIOR CATEGORY OR QUALITY, MAS PATOXAS WILL HAVE TO REIMBURSE THE DIFFERENCE.

7. SAFEGUARDING OF GENERAL TERMS AND/OR CONDITIONS OF CONTRACTING

If one of the stipulations of the present Terms and/or General Conditions of contracting were declared null or inoperative, the rest of the Terms or General Conditions will be maintained in the agreed Terms. MAS PATOXAS undertakes to replace the stipulation affected by the nullity as close as possible to the intention initially pursued by the parties.

NOTHING IN THIS CONTRACT SHALL IN ANY WAY AFFECT ANY MANDATORY CONSUMER PROVISIONS. IF YOU ARE NOT A CONSUMER, YOU EXPRESSLY WAIVE YOUR RIGHT OF WITHDRAWAL.

8. ACCEPTANCE OF RULES OF USE

The user is aware that the use of the services of the On-Line Reservation services implies full and unreserved acceptance of each of the clauses of the Rules of Use of www.campingmaspatoxas.com, in the version published by MAS PATOXAS at the moment the user contracts the service. Said rules of use complete the present Terms and Conditions.

General in all that they do not oppose to them. Therefore, the user should be aware of the importance of consulting the rules of this page, prior to access and / or use of these services.

The user/customer can send any type of complaint through the following e-mail address info@campingmaspatoxas.com

9. APPLICABLE LAW AND COMPETENT JURISDICTION

These Terms and/or General Conditions of Contract are governed by Spanish Law. MAS PATOXAS and the users, for the resolution of any controversy

that could arise, with respect to its validity, execution, fulfillment or resolution, total or partial, are submitted, with express waiver of their own jurisdiction or any other that, in its case, could correspond to them, to the jurisdiction of the Courts and Tribunals of the city of Girona. This contract constitutes the complete and integral expression of the agreement between MAS PATOXAS and the user, and replaces all previous pacts, commitments, manifestations or agreements, both written and oral, that may have previously existed between them.

In all cases, any dispute arising from the provision of services at campsite where the customer is staying will be submitted to the consumer's courts.

August 2018

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****Juridische Voorwaarden en Kennisgeving**.**

****1. Algemene Informatie****

In compliance with the provisions of law 34/2002 of July 11, 2002, concerning the services of the information technology and electronics industry, we inform you that:

The owner of this website is:

Camping Mas Patoxas

Adres: Ctra. de Pals a Begur, km 3, 17256 Pals, Girona,

Spanje E-mail: info@campingmaspatoxas.com

Telefoonnummer: +34 972 63 10 63

****2. Doel****

The website provides information about the services and products that Camping Mas Patoxas offers. It also offers a platform for clients to contact us and make reservations.

****3. Intellectueel Eigendom**.**

All the contents of the website, including text, images, logos, graphics, audio files, software and other material, are the property of Camping Mas Patoxas or of those who have the right to use it. It is our intention to provide you with this information.

reproducieren, verspreiden of anderszins te gebruiken zonder uitdrukkelijke toestemming van de eigenaar.

****Gebruiksvoorwaarden **4. Gebruiksvoorwaarden**

The use of the website is based on the fact that the user agrees with the use of the user's preferences. Camping Mas Patoxas is committed to the right to use these facilities at any time. It is the responsibility of the users to regularly control the use of the facilities.

****5. Aansprakelijkheid**.**

Camping Mas Patoxas is not responsible for any damage that may result from the use of the website or links to other websites. The website can provide links to external sites that are not under the control of Camping Mas Patoxas.

****6. Bescherming van Persoonsgegevens**.**

Camping Mas Patoxas respects the privacy of the guests and provides for the relevant legislation to ensure privacy. For information on how personal belongings are protected, used and protected, please contact our privacy policy.

****7. Toepasselijk Recht en Jurisdictie**.**

On this legal basis, the Spaanse law is a right of appraisal. Companies that choose to use the website's services will be obliged to comply with the applicable laws of Girona.

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To inquire about these conditions you can contact Camping Mas Patoxas via the green contact information.