

vacalia.com is a HOMERTI S.L.U. brand.

The original Spanish version of these data protection terms has been translated into other languages. The translated version is a non official comity translation and therefore, rights cannot be drawn from the translation. In case of dispute about this content or its interpretation, as well as in case of conflicts, contradictions or discrepancies between the Spanish version and the rest of versions in any other language, the Spanish version of these terms prevails and it is conclusive as long as it is permissible under law. You can consult the Spanish version in our website (selecting the language) or request a copy in writing. If any of these terms provisions is or becomes invalid or non-binding, the user will still be associated to the rest of the mentioned provisions. If this happens, the non-valid provision shall be met to the maximum extent permitted by applicable law and, as far as possible, a similar effect to the invalid or non-binding provisions will be accepted, according to the content and object of these terms.

PURCHASE TERMS

GENERAL BOOKING CONDITIONS

The current General Booking Conditions (hereinafter General Conditions) will regulate the commercial relationship between HOMERTI S.L.U. and the user or client when hiring through the forms that HOMERTI S.L.U. provides in gestio@casamitger.com.

Booking with HOMERTI S.L.U. websites will imply the specific acceptance, by the webpage's user or client, of these conditions as well as the terms of use established for the client browsing the websites that belong to HOMERTI S.L.U..

These conditions will apply notwithstanding the application of the legal regulations about the subject that may be applied in each case.

Our General Contracting Terms and Conditions regulate the distance sale relationship between HOMERTI S.L.U. and the user or client, according to the legal stipulations, specially the Law 7/1998 of April 17th on the General Contracting Conditions, the law Ley 3/2014 of March 27th which amends the text of the General Law for the Defense of Consumers and Users, the current and applicable regulations about Protection of Personal Data , the Law 7/1996 of January 15th regulating the Retail Trade, and the Law 34/2002 of July 11th on Information Society and Electronic Commerce Services.

HOMERTI S.L.U. reserves the right to make the required changes when and where necessary, without notice, of the General Conditions. These changes can be made through its websites, by any legally admissible means and shall be enforced always while published in the website until they are modified and validated by the new ones afterwards. Nevertheless, HOMERTI S.L.U. reserves the right to apply, in some cases, Specific Terms and Conditions preferred over the present General Conditions when it deems fit, by posting them in good time and in an appropriate manner.

All contents in the website are published in Spanish, German and English.

INFORMATION BEFORE BOOKING

HOMERTI S.L.U. informs that the procedure to book in its websites appears detailed in the booking formalisation corresponding section.

Likewise, HOMERTI S.L.U. informs that the user can have access to the terms of use available in the website.

When booking with HOMERTI S.L.U. via its website, the user or client explicitly acknowledges to know, understand and accept the terms of use and the General conditions. In the same way, the user declares to be of legal age and to have the necessary full legal capacity to act in order to access the websites of HOMERTI S.L.U. and to contract via these websites. The user is responsible of the confidentiality of the identity and password obtained when registering as a client, and is not allowed to transfer them to a different person.

Once the booking is completed, the user will be able to see the confirmation displayed on the screen that can be printed as a voucher of the confirmed booking.

The booking confirmation and the booking voucher (printed by the user) are not valid as an invoice.

CONDITIONS AND ADDITIONAL SERVICES

The client must always inform about the total number of guests that will stay in the property. The property maximum occupancy must not exceed the number of persons stated in the booking confirmation. Increasing the number of occupants without prior authorisation may result in the cancellation of the contract and does not entitle any claim or refund of the amount of the rent.

Any incident affecting the habitability of the property must be immediately communicated once detected. Incident complaints not notified during the stay will not be accepted.

In CA S'MITGER SL, the properties will be handed over clean and provided with bed linen and towels. In rental periods exceeding 7 days, a change of linen and towels is included without extra charge. This will take place after 7 nights.

All staff responsible of the maintenance of the accommodation, as well as its facilities, has a key and is allowed to enter the property to carry out all necessary maintenance works for the stay, even if the renters are not present.

Likewise, the check-in time will be 4 p.m. and the check-out will be 10 a.m. The client, prior enquiry and authorisation by the letting agent, will be able to check in or out at a different hour.

Whatever the reason, the late check-in after midnight of the client implies an extra cost of FIFTY EUROS (50 €). This amount will be paid by the client at the check-in time.

TRANSFERS

In HOMERTI S.L.U we have a service of Transfers that can collect you at the airport and drive you to your finca or villa in Mallorca and vice versa (must be reserved before your arrival). In addition, if you need a means of transport to move about the island, we can offer you the same transfer service so that you do not have to worry about driving or carrying the luggage. Our booking team will inform you about all the details once you have reserved your finca.

And if you love cycling, we also have the rent-a-bike service available for you! You can hire this service at any moment either from our website or with our booking team.

FREE cancellation up to 48 hours before the transfer.

BOOKING OPERATION

BOOKINGS OFFER AND PRICE REFERENCES

In compliance with the current legislation and specially with Law 34/2002 on Information Society and Electronic Commerce Services, HOMERTI S.L.U. offers information about all the possible bookings, their characteristics and prices in the booking formalisation corresponding section. Nevertheless, HOMERTI S.L.U. reserves the right to remove, replace or change the offers given to its clients via its website. In this way, the bookings offered in each time by the website of HOMERTI S.L.U. will be regulated by the current General conditions in each case. Likewise, the company may stop offering, without previous notice and at any time, the access to the mentioned bookings.

PRICE DISPLAY

Each possible offered booking will display its price and if VAT or any other applicable tax, where appropriate, are included. The prices displayed on the screen at any time will be the valid ones unless in the event of a typographical error. Whenever the price is different in the view of the above, HOMERTI S.L.U. will inform the client via email before charging the amount of the booking.

In HOMERTI S.L.U. we want you to pay the lowest possible price for your stay in one accommodation. If after booking with us, you find your accommodation in the Internet with the same booking conditions but with a lower price, we will match the price according to the terms and conditions on the guaranteed minimum Price.

All the special offers and promotions are marked as such.

TAX IN MALLORCA

HOMERTI S.L.U. informs that there is a tax in Mallorca, the Tourist Tax, which is the environmental tax in the Balearic Islands. This tax must be paid before your arrival (our

booking team will inform you about the procedure) and is applied to all guests over the age of 16 years.

The Tourist Tax cost is 2.20€ per person and night and 1.10€ per person and night (VAT included) from the 9th night onwards.

AVAILABILITY

The availability of the offers given by HOMERTI S.L.U. via its website can change depending on the clients' demand. Despite the fact that HOMERTI S.L.U. updates its database regularly, the booking requested by the client could be completed in that moment. If that is the case, HOMERTI S.L.U. will send an E-mail to the client informing about the impossibility of the offer availability.

PAYMENT METHODS AND SERVICE OPERATION

HOMERTI S.L.U. offers the possibility to pay bookings (either in full or partially, depending on the payment conditions) through a secure online payment system (provided your bank supports it). Payment is securely processed directly from your credit/debit card or from your account to Vacalia.com's account through an external payment processor.

- VISA or MASTERCARD credit card

All operations implying a transmission of personal or bank data will be made in a secure environment, a server based on SSL (Secure Sockets Layer) standard security technology. All of the information is sent in encrypted form for transmission over the Internet.

Likewise, your credit card data is directly introduced in the bank website, in the bank POS (point of sale) and are not introduced or registered in any server belonging to HOMERTI S.L.U..

When paying with a VISA or a MASTERCARD card you will always be asked for the following data: card number, expiration date and CVC2/CCV2 validation code that coincides with the last 3 figures in italics on the back of your VISA or MASTERCARD card, and in such a way offering more security guarantees of the transaction.

This payment method is only valid in the website.

When the purchase amount would have been charged in a fraudulent or wrongful way using the number of a paying card, the holder will be able to demand the immediate annulation of the payment. In such a case, the corresponding debit and recredit entries in the provider's and holder's account will be carried out without delay.

Nevertheless, if the purchase would have been indeed carried out by the card holder and the refund demand would not be consequence of having exercise his right of withdrawal or

termination and, therefore, the holder would have wrongfully demanded the annulation of the corresponding payment, the holder shall be bound to HOMERTI S.L.U. for the repayment of all damages caused as a consequence of such annulation.

- Bank Transfer

When selecting bank transfer as payment method you will receive the confirmation via E-mail with HOMERTI S.L.U. bank details.

It is very important that when you make the transfer you indicate the reference number as well as your name and surname in the concept. The transfer must be made within the first 3 days after confirmation in order to be able to validate it.

If you want, you can send us the copy of the bank transfer via E-mail to the following address: INFO@VACALIA.COM. Anyway, however, the validation of the service will not be effective till our Administration department do not have the bank confirmation of the transfer.

We remind you that the payment must be made in EUROS and that you will have to pay for all possible currency exchange and bank commissions.

In the case of bank transfers made from outside Spain, it is very important that when ordering the transfer you always inform your bank to take charge of the commissions at origin, those bank commissions and expenses corresponding to your banking company. If not, HOMERTI S.L.U. could bring the service contracted to a standstill by not receiving the full amount thereof.

The client has to pay all possible currency exchange and bank commissions.

- PayPal

It allows to send payments via Internet in a secure and comfortable way. The PayPal net is built on the existing financial infrastructure of bank accounts and credit cards in order to create a global, real-time payment solution. PayPal offers a service ideally suited for those who are currently not satisfied with traditional payment mechanisms.

More information in PayPal: <http://www.paypal.com>.

DEPOSIT

Seven days before the entrance, the lessee will receive an email with a secure link to pay THREE HUNDRED EUROS -300 €- (except if there is a different deposit sum or payment

type indicated in the advert, the client must follow the information shown in the advert) by way of deposit as guarantee of damages that may occur. You will have a period of 24 hours to make the payment of it. At the end of your stay, after an inspection of the house condition and verifying that it keeps the same condition as the moment it was given to you, you will get a deposit devolution after 7 days.

BOOKING CANCELLATION AND MODIFICATION

The following cancellation and payment policies can be found on Vacalia.com:

Non-refundable cancellation policy: At the time of booking, the customer pays 100% with a credit card. The reservation is confirmed once the total amount is received. If the customer cancels, no refund is given.

Free cancellation policy: At the time of booking, 50 EUR is paid. The remaining amount must be paid at least 30 days before the check-in date. If the customer cancels before 30 days of the check-in date, they will receive a full refund of the amount paid. If they cancel and there are less than 30 days left until check-in, no refund is given.

Partially refundable cancellation policy: At the time of booking, the customer pays 30% of the total reservation amount. The remaining amount must be paid at least 35 days before the check-in date. If the customer cancels before 35 days of the check-in date, they will not receive a refund of the 30%. If the customer cancels and there are less than 35 days left until check-in, no refund of the total amount paid is given.

For bookings made less than 30 or 35 days respectively before arrival, the non-refundable cancellation policy will apply.

In case of non-payment of any of the deadlines, the reservation will be cancelled.

Any total or partial change of the reservation may be subject to variable costs of modification.

If the client decides to abandon the property after having checked in and before the rental contract has terminated, no refund of the paid rental fee will be made.

RIGHT OF WITHDRAWAL

Pursuant to Article 103 of Law 2/2014 of March 27th, which amends the revised text of the General Law for the Defence of Consumers and Users, any services or goods made to the consumer's specifications or that are clearly personalised, or that, due to their nature, cannot be returned or may quickly deteriorate or expire, are not eligible for withdrawal.

In this sense, we inform that reservations are not eligible for withdrawal.

DATA PROTECTION

In accordance with Personal Data Protection current regulation, we inform you that your data will be incorporated to a data-processing system belonging to HOMERTI S.L.U. with CIF B57725764 and registered office in AVENIDA ALCUDIA, 25 07300, INCA (ILLES BALEARS)

in order to facilitate, expedite and fulfill the commitments established between the two parties. In compliance with legislation in force, HOMERTI S.L.U. hereby informs you that your personal data will be preserved to ensure the compliance with the above mentioned purposes.

A user must be cognizant that the processing of his data is legitimated by his consent and / or the contractual relationship that we maintain with him.

HOMERTI S.L.U. informs you that the data processing will be processed in a legal, fair, transparent, adequate, appropriate, restricted, precise and updated way. That is the reason why HOMERTI S.L.U. undertakes to adopt all reasonable measures to delete or rectify the data when this is inaccurate, without delay.

In accordance to the rights conferred by the personal data protection current regulation the user has the right to access, rectification, treatment limitation, removal, portability and opposition to their personal data processing as well as the provided consent to the data processing, addressing their request to the postal address above or to the e-mail address gestio@casamitger.com.

You may refer to the competent Supervisory Authority to submit the claim you consider appropriate.

APPLICABLE LEGISLATION AND JURISDICTION

Likewise, HOMERTI S.L.U. reserves the right to take any civil or criminal proceedings the company deems appropriate, for the misuse of the web site and contents, or for breaching the present conditions.

We inform the consumer or user that HOMERTI S.L.U. has its registered office in ILLES BALEARS, Spain. Nonetheless, the relationship between the user and the provider shall be subject to the relevant rules and regulations in force and applicable in Spain. Should any dispute arise, the parties may submit their disputes to arbitration or go to ordinary jurisdiction in compliance with the rules on jurisdiction and competence in that regard.

Contracts concluded electronically, involving a consumer as a party, shall be deemed to be concluded at the place where the consumer has their habitual residence.

Electronic contracts between traders or professionals, in the absence of an agreement between the parties, shall be deemed to be concluded at the place where the service provider is established.

Online dispute resolution in accordance with Art. 14.1 of Regulation (EU) 524/2013: The European Commission provides an online dispute resolution platform, which is available at the following link: <https://ec.europa.eu/consumers/odr/>.

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