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## GENERAL CONTRACTING CONDITIONS

This contractual document will govern the contracting of products and services through the website [[www.miluna.es]], property of NIRBUNJATIS EXPERIENCE SL.

Company name: NIRBUNJATIS EXPERIENCE SL

NIF: B66773896

Registered Address: CAMINO DE VALDECARRETAS PARCELA 364, 45919 HORMIGOS (TOLEDO)

Telephone: 925679229

e-mail: info@miluna.es

Registered in the Mercantile Registry of Barcelona in Volume 45375, Folio 188, Page 48726

The acceptance of this document implies that the USER:

- Has read, understands and comprehends what is set forth herein.
- Is a person with sufficient capacity to contract.
- Assumes all the obligations set forth herein.

These conditions will be valid for an indefinite period of time and will be applicable to all the contracts made through the NIRBUNJATIS EXPERIENCE SL website.

NIRBUNJATIS EXPERIENCE SL informs that the merchant is responsible and aware of the current legislation of the countries to which it offers its services and reserves the right to unilaterally modify the conditions, without affecting the goods or promotions that were contracted prior to the modification.

### **Purpose of the contract**

The purpose of this contract is to regulate the contractual relationship between NIRBUNJATIS EXPERIENCE SL and the USER at the moment the USER accepts during the online booking process, the rental of real estate for temporary accommodation.

The contractual relationship of accommodation booking entails the rental of the chosen property, for a limited period of time, in exchange for a determined price and publicly displayed through the website. Extra services must be contracted at the time of booking.

### **Contracting procedure**

The USER, in order to access the services or products offered by NIRBUNJATIS EXPERIENCE SL, must follow the steps of the purchase process indicated on the web site. If the USER has any doubt, he/she can always contact the establishment. Therefore, the USER must freely and voluntarily provide the personal data that will be required, which will be treated in accordance with the provisions of current regulations on personal data protection, Regulation (EU) 2016/679 of 27 April 2016 (GDPR) on the protection of natural persons with regard to the processing of personal data and the free movement of such data and the Organic Law (ES) 15/1999 of 13

December (LOPD) on the protection of personal data and detailed in the Legal Notice and Privacy Policy of this website.

It is reported that in accordance with the requirements of Article 27 of Law 34/2002, of Services of the Information Society and Electronic Commerce, the contracting procedure will follow the following steps:

1. General contracting clauses.
2. Reservation and payment process.
3. Cancellations.
4. Claims.
5. Competition.
6. Generalities of the offer.
7. Price and term of validity of the offer.
8. Purchase process.
9. Data protection.
10. Applicable law and jurisdiction.

## **1. GENERAL CONTRACTING CLAUSES**

Unless otherwise stipulated in writing, the placing of an order with NIRBUNJATIS EXPERIENCE SL implies the acceptance by the USER of these legal conditions. No stipulation made by the USER may differ from those of NIRBUNJATIS EXPERIENCE SL if it has not been expressly accepted in advance and in writing by NIRBUNJATIS EXPERIENCE SL.

## **2. RESERVATION AND PAYMENT PROCESS**

Our automatic availability and price calculation system will allow you to choose the room you are interested in and immediately make the on-line payment of 100% of the rental price.

Confirmation of the reservation: Once the 100% payment has been made, the reservation will be confirmed instantly and you will immediately receive an email with all the details (contact person, dates, etc.).

Online payment security: NIRBUNJATIS EXPERIENCE SL is committed to protect USERS' data to the maximum.

### **Check-in and check-out**

The entrances and exits of our accommodations are:

Check-in: From 16:00 to 20:00 (CAMINO DE VALDECARRETAS, PARCELA 364 - HORMIGOS 45919 (TOLEDO)).

Before 16:00 your accommodation will not be available. If you arrive earlier, please call us, because you can leave your luggage with us.

For arrivals after 20:00, please contact the establishment.

Upon arrival at our establishment and in accordance with current legislation, you must give us the reservation form or show us the confirmation of your reservation or simply identify yourself and we will proceed to check the occupants of the reservation.

The accommodation is delivered clean. Bath towels and sheets per person are included in the rental price.

Departures: Departure time must be before 12.00 am. Before your departure, you must go to reception to communicate your departure and to corroborate that everything is correct.

### **Responsibilities of the customer**

The customer agrees to respect the rules of the Community. During the hours of rest from 22:00 to 9:00, it is not allowed to use the rooms for party celebrations, nor to make noise. In no case it is allowed to occupy the accommodation for more people than the maximum capacity.

The use of electricity and water must be rational.

Smoking is not allowed inside the rooms.

Pets are not allowed

Children under 12 years old are not allowed

Rooms not conditioned for handicapped persons.

Pool hours are from 08:00 to 21:00. It is forbidden to stick objects such as parasols, awnings, etc., as well as to use inflatable mattresses. It is forbidden to use inflatable mattresses inside the pool.

Children under 16 years of age must always be accompanied by their parents and under their responsibility.

The contract holder is responsible for the correct behavior of all occupants, otherwise NIRBUNJATIS EXPERIENCE SL reserves the right to expel the occupants of the accommodation, without the right to future claims or any kind of compensation.

Neither NIRBUNJATIS EXPERIENCE SL 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, delinquency, accidents or any other type of damage.

The client undertakes to leave the accommodation in perfect condition. If any damage occurs, the client must report it as soon as possible.

Smoking is not allowed, nor the use of candles or other incandescent material inside the Bubbles.

### **SUSTAINABILITY**

The Facility develops an eco-innovative activity in a protected site where resources are limited.

- **WATER:** The Establishment has its own safe water supply for use as sanitary running water. However, its use for consumption is not recommended. Instead, the Bubbles have bottled water that we offer to our guests during their stay. The hot water is limited to the capacity of the thermos of each Bubble and although it is continually renewed, it is not unlimited. In the bathtubs there is a maximum recommended level indicator to guarantee a sufficient supply of hot water.
- **AIR CONDITIONING:** The bubbles are equipped with individual air conditioning systems (Air Conditioning and Heating). Due to the input of outside air required by the Bubbles to maintain the pressure, the set point temperature is not always reached, although it is more than enough to maintain a comfortable level of comfort in the Bubbles.

### **3. CANCELLATIONS (RIGHT OF WITHDRAWAL)**

NIRBUNJATIS EXPERIENCE SL will only accept booking cancellations in writing by e-mail: [info@miluna.es](mailto:info@miluna.es)

- If the reservation is cancelled before 15 days before the arrival date, NIRBUNJATIS EXPERIENCE SL will refund the client 50% of his reservation.
- If the reservation is cancelled after 15 days prior to the date of arrival, the total amount of the reservation will not be refunded to the client (100%).

Cancellation by the establishment: When, exceptionally, for reasons of force majeure, the establishment is forced to cancel a reservation, the total amount of the reservation will be refunded to the holder of the reservation.

#### **4. COMPLAINTS**

Our aim is that our clients have a pleasant stay.

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

In case of force majeure (damage caused by water, fire, wind, etc.) NIRBUNJATIS EXPERIENCE SL will look for solutions so that the guests have a room as comfortable as possible. In this case, NIRBUNJATIS EXPERIENCE SL will refund the total amount paid.

NIRBUNJATIS EXPERIENCE SL  
CAMINO DE VALDECARRETAS, PARCELA 364 - HORMIGOS 45919 (TOLEDO)  
Phone: 610006503  
Mail: info@miluna.es

The user will be provided with a complaint form in case he/she would like to use it.

OBSERVATION OF THE SKY- The Establishment cannot guarantee visibility at night, nor can it avoid adverse weather conditions. If you wish, you can download the free application "Celestron SkyPortal" for a greater enjoyment of observing the sky.

#### **5. COMPETITION**

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

If any provision of these terms and conditions is deemed void or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected in any way, nor shall they be modified in any way.

The USER declares to have read, to know and to accept the present General Conditions in all their extension.

#### **6. GENERALITIES OF THE OFFER**

All sales and deliveries made by NIRBUNJATIS EXPERIENCE SL are subject to the present General Conditions.

No modification, alteration or agreement contrary to the Commercial Proposal of NIRBUNJATIS EXPERIENCE SL or stipulated herein will have any effect, unless expressly agreed in writing signed by NIRBUNJATIS EXPERIENCE SL, in which case these particular agreements will prevail.

Given the continuous technical advances and improvements of the products, NIRBUNJATIS EXPERIENCE SL reserves the right to modify its specifications with respect to the information provided in its advertising, as long as it does not affect the value of the services offered. These modifications will also be valid in the event that, for any reason, the possibility of supplying the products offered is affected.

## **7. PRICE AND PERIOD OF VALIDITY OF THE OFFER**

The prices indicated for each product include Value Added Tax (VAT) or other taxes that may be applicable and shall be expressed in EURO currency.

The prices applicable to each property are those published on the website. The USER assumes that the economic valuation of some of the services may vary in real time. Prices may change daily until the reservation is made.

Any payment made to NIRBUNJATIS EXPERIENCE SL implies the issuing of an invoice in the name of the registered USER or of the company name he/she has informed at the moment of making the reservation. This invoice will be given to the USER at the moment of completion of the rental and payment of all contracted services.

For any information about the reservation, the USER can contact NIRBUNJATIS EXPERIENCE SL customer service phone number 610006503 or via e-mail to [info@miluna.es](mailto:info@miluna.es).

## **8. PURCHASE PROCESS**

### **Property search**

Our website has a search system by different parameters to facilitate the choice of your accommodation. Types of reservations:

Reservation with immediate confirmation: Minimum price of the service stipulated on the web. You will be able to make the reservation online 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 e-mail or telephone.

### **Reservation (purchase request)**

From the Online Reservation section, you will be able to consult the description and characteristics of the accommodation, the services included, the optional services (extras) and the particular conditions of each property.

The final price will be calculated according to the selected check-in and check-out dates and the extra services chosen.

## 9. DATA PROTECTION AND LEGAL NOTICE

In compliance with the General Data Protection Regulation approved by the European Union (GDPR), we inform the USER that the personal data provided will be treated in accordance with the following:

DATA CONTROLLER	NIRBUNJATIS EXPERIENCE SL - CIF B66773896
PURPOSE OF THE PROCESSING	1. To manage accommodation bookings. 2. To send you commercial communications of our products and / or services or other similar products and / or services of our partners.
CONSERVATION PERIOD	As long as there continues to be interest in maintaining relations on both sides.
LEGITIMACY	1. Consent of the interested party. 2. Legitimate interest.
RECIPIENTS	No data transfers are made, unless legally required.
RIGHTS OF INTERESTED PARTIES	Withdraw consent, access, rectification and deletion of data, as well as other rights, as reported in the additional information.

In the Privacy Policy of this website you can learn more about the processing of your personal data.

In the Legal Notice of this website you can know the general conditions of use, as well as the rights and obligations of the user and the owners of this website.

The Privacy Policy as well as the Legal Notice are incorporated into these General Conditions of Contract from this section.

## 10. APPLICABLE LAW AND JURISDICTION

These conditions shall be governed or interpreted in accordance with Spanish law in all matters not expressly established. NIRBUNJATIS EXPERIENCE SL and the USER agree to submit any controversy that may arise from the provision of the products or services object of these Conditions to the courts and tribunals closest to HORMIGOS.

In case the USER is domiciled outside Spain, NIRBUNJATIS EXPERIENCE SL and the USER expressly renounce to any other forum, submitting themselves to the Spanish jurisdiction established in the previous paragraph.