

Legal Notice and General Terms and Conditions

1. Scope of application.

This document establishes and regulates the rules of use of the website <https://apartamentosatxuri.com/> (hereinafter the “site”), and includes all the pages and contents owned by Segura Hostelería, S.A. which are accessed through the domain and its sub-domains, as well as the general contracting conditions for online bookings.

The use of the Website attributes the status of User and implies the acceptance of all the terms and conditions contained in this present text. The user undertakes to read it carefully whenever they intend to use the site, as it may be modified without notice and without limitation. Texts can always be reviewed by the user.

By making on-line reservations, either as a simple visitor or as a registered member, and/or following all the steps foreseen to acquire services through the same, as well as their request; implies the full and unreserved adherence of the user to each and every one of the general conditions published on the website.

2. Ownership of the website and notifications.

Any notification or contact should be addressed to the owner of the website, which is Segura Hostelería, S.A.

Address: Av. Indalecio Prieto 1, post code 48004, Bilbao. CIF: A58019380.

The company is registered in the Mercantile Register of Biscay, T 5676, F 60, S 8, H BI 69318, I/A 7.

Telephone: 0034 633 314 609 - Email: hola@apartamentosatxuri.com

3. Intellectual and industrial property.

The intellectual property rights of this site are owned by Segura Hostelería, S.A., or by third parties with its authorisation. Likewise, every brand or distinctive sign of any kind contained in the Website is protected by Law.

The unauthorised use of the information contained in the site, or the unauthorised reproduction, distribution, commercialisation or transformation, in whole or in part, of its contents, constitutes an infringement of the intellectual property rights of Segura Hostelería,



S.A. Any damage caused to intellectual and industrial property rights may give rise to the exercise of the corresponding legal actions and, if applicable, to the liabilities arising from this exercise.

4. Exclusion of liability.

The customer must evaluate the content, programmes, information and/or advice expressed on this site and make their own purchasing or contact decisions. We would like to reaffirm that we will take all appropriate security measures, in line with the current state of technology, to prevent third parties from making fraudulent use of the website, but we cannot guarantee that certain risks do not exist.

Similarly, we will endeavour to ensure that our content is accurate and unambiguous and to avoid any typographical errors in our offers or services, should we discover any such errors, we will correct them as soon as possible and notify customers if they have made a booking with any such errors.

Segura Hostelería, S.A does not guarantee that the website is free of computer viruses or any other elements that may harm or modify your computer system. For this reason, given that we have made every effort, we decline any contractual or extra-contractual liability to users who make use of the site, and who suffer damages of any kind caused by computer viruses or other elements of any kind: the guilty party will be the one who caused the attack. If you detect any problems or illegitimate content on our website, please let us know. Users that send any kind of information to Segura Hostelería, S.A, commit to making sure said information is truthful and does not violate the rights of third parties nor the applicable legal regulations.

5. Terms of use for users.

Access to this Website is free of charge, not counting the relative cost of the connection to the telecommunications network provided by the access provider contracted by the user. It is prohibited to use the Website for purposes injurious to the property or interests of Segura Hostelería, S.A or of third parties, or that may, in any other way, overload, damage or disable our networks, servers and other computer equipment (hardware) or products and applications (software); or those of third parties.

If the user is aware that the linked sites refer to pages whose contents or services are illegal,

harmful, denigrating, violent or contrary to morality, we would be grateful if you would inform us.

6. Reservation procedure

- **Reservations and liability.**

Through the portal, consumers or users can make reservations. Our services are categorised, and the available information about their characteristics and price, and one or more descriptive photographs, are displayed on the screen. Before making a reservation, the user should check and assess whether the reservation is suitable for their needs. In addition, the user must be at least 18 years of age, provide the necessary data and accept these Terms and Conditions.

- **Reservation procedure**

The client must follow the on-screen instructions, filling in the fields until the desired apartment and dates are displayed, without any obligation to purchase. You can view the booking or delete it.

If you wish to continue with the booking, you must select the apartment and click on the “choose” button or similar expression. You will be able to add different complementary services.

Next, you will see a field to fill in your personal details and, after entering your credit card, to complete the booking process you will have to accept the Legal Notice and Conditions, as well as the specific conditions for the chosen booking format (the main ones will appear in a drop-down menu) and click on the ‘Make Booking’ button.

When a booking is made, and once payment has been received and verified, we will confirm acceptance of the booking by email within 24 hours of confirmation. At the time of booking, the different methods of payment and cancellation will be indicated, and this information will be extended in the booking confirmation email.

Please note that you are required to have checked in online in order to access the establishment and the full payment of the value of your booking before the arrival with credit card. Access will not be possible without the payment, and cash payments are not allowed upon arrival.

The contract ends once you leave the establishment. The reservation is formalised when you arrive at the establishment. Warranties and data will be retained for legal and/or commercial purposes if you have accepted or requested the latter.

For any additional information about your reservation or billing, contact the Customer Service Department or the address provided at the beginning of this text.

- **Online and in-person check-in:**

Once you have made your booking, you can check in from our website at any time, and we will also send you a reminder message with a link to check in, requiring you to enter your identification details. Once you have done this, you will need to present this documentation at the establishment for verification, with the in-person check-in process being a quick verification of the information entered. Remember that it is compulsory to bring and show your ID to be able to stay and your card to be able to make payments, together with the photo of your signature through the trackpad to be scanned.

Check-in is from 3 pm until 9 pm, and check-out is no later than 12 noon, except for bookings made via the website, where check-out is until 1 pm, subject to availability. For check-ins later than 9 pm, prepayment and precheck-in will be necessary. Do not hesitate to reach out to us on 0034 633 31 46 09 and we will send across the information required.

Access to the car park is from 3 pm and departure must be before 12 noon. Access to/departure from the car park outside these times is also subject to availability and may incur an additional charge. The establishment is not responsible for any damage caused to vehicles in the car park or at the entrances and exits to the car park.

- **Specific terms and conditions:**

- Prices are quoted and will be charged in Euros, including VAT.
- These prices are subject to availability and may change if you do not book now.
- Pets are allowed for an additional charge as specified at the time of Booking at the Standard 1-Bedroom Apartment and 2 Bedroom Standard Apartment. At the time of check-in, it will be necessary to read and sign the rules of stay and behaviour of pets in the establishment.
- Smoking is strictly prohibited in the apartments and common areas of the establishment. We inform you that smoking in the apartments and/or common areas will result in a cleaning charge of 100 euros, to be paid at check-out or charged to the card used to pay for the booking.
- We inform you that the accesses and common areas of the establishment are under video surveillance, for which Segura Hostelería S.A. is responsible, and you may



exercise your rights of protection to Segura Hostelería S.A. For more information about the processing of your personal data, please do not hesitate to contact us.

- There is no prior reservation for parking. You will be advised if there is any availability on arrival.
- Children aged 0-5 years can stay free of charge if they share a bed or use a cot (cot reservation on request and subject to availability).
- The establishment is not responsible for any items left in the apartments or in a car in the car park.
- Please note that special cancellation and payment policies may apply to bookings of more than four apartments.
- By making a booking, you expressly consent to Segura Hostelería S.A. being able to use the bank card requested at the time of booking as a guarantee of payment, or the card you used to make the payment for the booking, in the following scenarios: late cancellation and subsequent charges, if so stipulated in the terms and conditions of the booked rate, no-show at the establishment, any damage caused to the apartments or hotel facilities and any outstanding charges relating to the stay. If the person making the booking is different from the person staying at the establishment and wishes to use a different credit card to cover these scenarios, please contact us, otherwise the card used for the booking or payment will be used.
- To cancel or modify your booking, please go to the My Booking section, located at the bottom of the website, or from the link given in your booking confirmation. When the booking has been cancelled online, you should receive a cancellation reference by email. Please keep this number as proof of cancellation.
- You must be 18 years old to stay with us. Minors need a signed authorisation from parents or legal guardians.

Despite every effort at accuracy, the establishment accepts no responsibility for errors or omissions and reserves the right to change the information and description of the establishment.

- **Withdrawal.**

You are contracting accommodation services for purposes other than housing, with a contract that provides for a specific date or period of performance, so there is no right of withdrawal. This is regulated in article 103 letter i) of Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users.

7. User obligations.

The commercial use of services with a registered trademark is expressly prohibited, except with the express authorisation of Segura Hostelería, S.A., or the owner of the trademark.

The user undertakes to pay the price of the product and to use the product in accordance with the law and these general terms and conditions.

You agree to keep your password confidential and to notify us immediately if you suspect unauthorised use of your account or access to your password. In addition, you agree not to use anyone else's account, username or password.

8. Obligations of Segura Hostelería, S.A.

It undertakes to provide the user with the necessary information regarding the services and, once the purchase has been made, to send them a confirmation by email, stating that the order has been received and the payment has been confirmed.

An invoice shall also be drawn up and provided to the consumer.

9. Responsibilities.

The user is fully responsible for the use they make of the reserved services and exonerates us from liability for any damage that may be caused by improper use. In particular, they shall be responsible for:

All acts that contravene the provisions of these general conditions, the law, morality, generally accepted customs and public order.

- Any act performed in a manner different from what is stated in the indications or instructions on the operation and use of the product.
- The certainty, accuracy, validity and timeliness of the data with which you fill in each of the forms that we require on the web.
- Direct or indirect damages caused by any third party if the user lost, disclosed, neglected or, in any way, let a third party know through attributable causes their personal data necessary for the contracting of the product.

10. Power to refuse the request.

Segura Hostelería, S.A. reserves the right to exclude or not allow the reservation when it considers that the current regulations, the general conditions, morality, generally accepted customs, and public order are infringed; when a third party is harmed, or when for reasons derived from the image and reputation of the website it does not consider it appropriate. In this case, if payment has been made, it will be refunded.

11. Information and modification.

Segura Hostelería, S.A. publishes this text for the benefit of all those who may be interested, in compliance with the obligation of prior information.

The temporary validity of these conditions coincides with the date of their publication, until such time as the conditions established herein are unilaterally modified in whole or in part, and the user is obliged to consult our General Conditions of Contract each time he or she accesses our booking engine.

If any clause is declared null and void, it shall be deemed not to have been included without affecting the rest of the conditions.

12. Assignment and subrogation.

We may engage service providers, and collaborate with or assign the contracts entered into with third parties, to provide the reserved services.

13. Extinction and termination.

This contract will terminate when both parties fulfil the obligations to which they commit themselves in this contract or when it is terminated by one of them if any of the causes for termination occur, or if the other party seriously breaches any of the obligations established in the contract.

14. Applicable law, jurisdiction and validity.

This Legal Notice and General Conditions have been composed in Spanish and are governed, in all their aspects, by Spanish legislation.

As a consumer you are protected, and you can complain or sue from your home.

Both parties submit, expressly waiving any other jurisdiction, to the Courts and Tribunals of Bilbao (Spain), in the following cases:

- That the purchasing party is domiciled outside the European Union and in that country, no bilateral or multilateral agreement with Spain prevents the possibility of establishing the express submission of the jurisdiction;
- If the sale is made by a company acting in the course of its business or professional activity.

15. Online Dispute Resolution.

In accordance with the provisions of EU Regulation 524/2013 on Online Dispute Resolution



(ODR), we inform you that, as a consumer, you have access to a procedure for resolving various disputes arising from the online sale of goods and services in the EU.

EU ODR (Online Dispute Resolution) Platform: <http://ec.europa.eu/consumers/odr/>