

All booking centre services are offered by the company World Vacances Plus S.L. the head office of which is in Spain (Via Roma 29 – 43840 Salou - Spain), registered in the Spanish Trade Register under the number B43758218, also registered under the Intra-community VAT number ES-B43868218.

The present terms are applicable from May, 5th, 2012.



GENERAL BOOKING TERMS & CONDITIONS on www.spainpromo.com

1- Definitions – Purpose – Scope.

1-1.Purpose.

www.spainpromo.com (webpage hereafter) is a booking centre linking individual property landlords, especially Spanish ones, and individual clients wanting to benefit from them temporarily.

The webpage is meant to assist you, help you and satisfy you with your research of both the properties and associated offered services, précing that the consumer must be at least 18 years old.

1-2.Definitions.

« **User** » is the term for all internet users or clients using the services of www.spainpromo.com or booking one of the company World Vacances Plus' offers.

« **Landlord** » is the term for someone owning a property in Spain and offering it for temporary rental through the services of the booking centre.

« **Offer** » is the term for a product or service offered as rental by the webpage for one of their partners.

« **The site** » is the term for the booking centre establishing the link between property landlords and individuals wanting to benefit from a temporary rental.

1-3.Scope.

The present General Booking Terms are to be applied to every use of the webpage's services as well as to each user.

The webpage users are invited to acknowledge the present general terms that are to be applied as a precondition for any transaction.

Each booking transacted through the site implies the full and complete acceptance of the present general terms which the user must have previously read, as well as the booking terms. www.spainpromo.com maintains the right to modify at any given moment the present general terms, without any advance notice, it being specified that these modifications will be applicable to all anterior bookings and accepted by the company World Vacances Plus.

The total or partial nullity of one of the clauses does not imply the nullity of the other clauses.

2- Booking via www.spainpromo.com

2-1 Prerequisite.

You must be at least 18 years old and use all services offered by the site in accordance with the present general terms.

2-2 Booking process.

You can proceed to the booking, either by email after accepting the present general terms or by phone at 0034.977300376.

Under the conditions of the present general terms, the booking process via the site is the following:

Following your request about a specific property in a determined geographical area, for a specified number of occupants, for specified dates, the site gives you a list of products corresponding to your criteria and expectations.

After selecting one of these suggestions, as well as the total price of the suggestion(s) you wish to accept, you will receive a booking confirmation.

To continue with the booking (of which you will have previously checked the terms), you will have to fill in a form with all of your contact details (address and telephone number), email address and signature.

You can then, under the condition that you have beforehand accepted the present general and booking terms, **validate your booking by sending back to the site the filled-in form by fax (0034977300412) or by email ; the booking contract is then confirmed and finalised and implies the correlative obligation to pay the service price.**

It is your full responsibility to check:

- The conformity of the confirmed summary resuming your choice.
- The conformity of all your contact details.

Under no circumstances can the site be held responsible in the event that you do not receive the booking confirmation due to transmission of erroneous contact details.

The site reserves the right to correct any typing or calculation error that would appear.

2-3 Deposit payment.

The payment for the selected service is meant to be carried out in two distinct stages:

As soon as the booking is concluded, you will have to pay a deposit of about 30% of the total price to be paid for the selected service:

- **to be paid by Credit card on the web page itself, using the "La Caixa" (Caja de ahorros y pensiones de Barcelona) Bank's secured system "CYBERPAC" (CIF: G.5889999/8). You will transmit the numbers and expiry date of your credit card as well as the cryptogram that is written on the reverse of this same card.**

All payment by credit card cannot be cancelled.

- **or to be paid by bank transfer** either into the bank account of the company WORLD VACANCES PLUS S.L. / BANK "LA CAIXA" (CAJA DE AHORROS Y PENSIONES DE BARCELONA / IBAN code ES 33 2100 1844 4102 0005 1306 / SWIFT code CAIXESBXXX.

The transfer fees are payable by you.

The user must justify this payment by bank transfer, either by fax or by email, to the company World Vacances Plus S.L. within two working days after the sending back of the filled-in booking form to the following number 0034.977300412, paired with their name and the booking number that has been transmitted to you when confirming your booking.

In the case of a booking that would be confirmed and finalised less than 30 days before the arrival, the acceptance of the offer does imply the obligation to pay the whole of the total price.

The payment of the deposit or of the whole of the total price for the service serves as a firm order.

2-4 Booking confirmation.

www.spainpromo.com, in its partners' name, will transmit to you, as soon as possible and within the two days upon reception of your booking confirmation and proof of payment, by email which is therefore a long-lasting medium, your order confirmation that resumes all the characteristic features of your request.

The site meanwhile informs the landlord of the property you have selected about your booking and forwards them your booking terms and contact details.

The accommodation offers are constantly updated and managed in real-time.

However, if several users are interested in the same property at the same time, the first to conclude the booking (including the payment) has right of way.

Thus, if the offer you were interested in turned out to have been already booked or has become unavailable in the course of the booking process (before confirmation), the site would immediately inform you and suggest to you an alternative solution.

If, nevertheless, you did not accept this solution, all information concerning you would be completely deleted from our database, and all processed payments would be paid back as soon as possible.

2-5 Absence of the right to withdraw.

By applying the terms of the article 16-I of the Directive nº 2011/83/UE made public on October, 25th, 2011, the present service is not subject to the consumer's right to withdraw.

The booking of an accommodation for determined dates and periods in accordance with all desired characteristics is therefore firm.

2-6 Payment of the balance.

In the case of the booking being processed more than 30 days before the determined date of arrival, the balance of the price (70%) will have to be paid by bank transfer to the company World Vacances Plus S.L., or directly to the landlord, and this at least 21 days before the date of arrival, unless the user seeks and receives the site's agreement to be allowed to pay this balance in cash on arrival and before receiving the keys.

Failing that, the site can consider that the user means to give his booking up.

If the user does not pay the balance, there will be no payback of the deposit to be counted on and the user will remain indebted with the total price of the booking. (See the cancellation conditions).

In the hypothesis of a hotel accommodation or of a booking which would be run less than 30 days before the date of arrival, the full payment of the total price for the service should be required to confirm the booking.

3- The offered services.

3-1 –The price.

The prices that are communicated in our announcements are all expressed in Euros. Unless otherwise specified in the global description of the offer, all communicated prices include all charges to be associated with the good : water, electricity, gas, swimming-pool products , garden maintenance, tourist tax.

Unless otherwise specified and with the exception of hotels, bed linen is not provided but in some cases may be provided with the payment of a supplement and under condition of previous consultation of the site.

The price reflects the economic value of the offered service the day of your booking. The site reserves the right to modify the price of the offered services without any advance notice, in agreement with the landlords and considering the supply and demand of the moment, without having this modification to challenge anterior bookings.

The booking and order of the offer implies your agreement with the price once communicated to you the day you carried out your booking. Likewise, any complaint about your partial use or non-use of one or several services is unacceptable.

3-2- Purpose of the accommodation service.

- Nature:

The accommodation in the booked good is meant to be **temporary and limited in the time** previously agreed with the landlord in accordance with the carried-out booking terms. You will have to leave the place at the determined date and after making use of it according to the procedure hereafter:

- Equipment:

The offered services, with the exception of hotel rooms , count with, **under the responsibility of the landlord**, all required kitchen equipment, crockery, furniture and bedding that correspond to the number of occupiers in the good ; the outdoor furniture and deckchairs around the swimming-pool, if present, not necessarily depending on the number of occupiers.

In each residential complex that has a swimming-pool, its use and facilities are generally made possible between June, 15th and September, 15th; Outside of these periods, the site cannot guarantee the possibility to use this equipment.

- Accommodation facilities:

The number of occupiers mentioned and confirmed in the booking form cannot and must never be exceeded.

The use of an additional, folding or inflatable bed is not authorized. The landlord will have the possibility, if necessary, to refuse the access to their good in such conditions.

- Duration:

The booking is meant to be for a minimum of 7 nights between June, 1st and September, 30th.

It can be for a minimum of 4 nights between October, 1st and May, 31st, after agreement with the landlord.

- Times slots:

- Arrivals are to take place between 4:00 PM and 7:00 PM.
- Departures are to take place between 9:00 AM and 12:00 AM.

- The provision of the good :

It is to be made **by the landlord in person** or their representative, who will welcome you and proceed with the formalities of arrival, directly to the address of the booked good and in accordance with a determined time schedule. Therefore you must inform the booking centre about the estimated time of arrival, within the time slots communicated above.

If you do not appear at the appointment for the handing over of the keys, or if you do not inform the person in charge of welcoming you, you will have no other option but to accept the appointment time communicated by the landlord.

4- Evidence.

It is expressly agreed that, with the exception of an obvious mistake, the data that are kept in www.spainpromo.com's information system have probative value with regard to all you have once ordered. The data kept by www.spainpromo.com on either IT or electronic medium are evidence and proof, if they are produced as means of evidence by World Vacances Plus S.L. in any possible procedure involving you, are acceptable, valid and opposable between the two parts in the same way, in the same conditions and with the identical probative value as any other written document which would be established, received and kept.

5- The user's obligations.

5-1 Payment of a deposit when arriving.

You will be systematically asked for a deposit when arriving, by the landlord or their representative before the delivery of the keys in order to guarantee your good use of the good. The amount will be communicated to you throughout the booking process. **It can only be paid cash.**

The payment and return of the deposit are to be made under the reciprocal responsibility of both the user and the landlord or representative and cannot involve the site that can have nothing more than a consultative role in case of litigation or dispute.

Generally, the deposit is paid back when you leave the place and after you have returned the keys, inventory of fixtures and global inventory in the landlord or representative's presence.

The landlord will however be in right to retain this deposit if the place offered as a service is left in poor condition, if the furniture and equipment are broken, or if nuisances are recorded towards the residence or neighbourhood ; cleaning, compensation or reparation expenses may be deducted from the deposit, this by the landlord.

In any case, the balance will be paid back within 30 days.

5-2 Terms of use.

It is your responsibility to acknowledge and respect the internal rules that are on display in the place you have booked.

You must observe and respect the tranquillity of the place and must not harm or disrupt the neighbourhood. You must watch over and take good care of the place for the whole of your stay and behave as a good head of family so that you return the good in good condition.

On your arrival, the place is delivered to you in complete good condition and cleanliness and everything is in perfect working order. You must check that the place does correspond to the one you have booked.

The occupation of the good, degradation from your part or from one of those accompanying you, the loss or stealing of your things and personal effects are under your own entire responsibility.

If you decide to interrupt, cut short or give up, partially or entirely, your booking, you will not be able to lay claim to any kind of compensation.

6-Voluntary cancellation conditions

Each cancellation, for any reason whatsoever, must be carried out by sending a registered letter with recorded delivery to the address of World Vacances Plus S.L. (Via roma 29 – 43840 Salou – Spain) ; the postmark will determine the date and cancellation expenses according to the following scale :

- More than 21 days before the date of arrival: the cancellation expenses remaining at your charge will be 30% of the total price to be paid for the service.
- Less than 21 days before the date of arrival: the cancellation expenses remaining at your charge will be 100% of the total price to be paid for the service.

If you do not turn up or fail to inform the site about your cancellation in due forms and delays precised above, you will be bound and obliged to pay the total price to be paid for the service.

7- Insurance.

The site suggests and advises you to subscribe to insurance online.

Throughout the booking process, you will encounter the possibility to subscribe to insurance « cancellation/assistance/civil liability », with a modest premium, with a partner insurance firm. This insurance does not cover risks related to the stealing of personal effects; **it is advised and recommended that you consult with your own insurance agent before your departure.**

8- The role of the company World Vacances Plus S.L.

The company World Vacances Plus S.L. is a **booking centre** whose role is to bring together two distinct types of customers: the goods' landlords on the one hand and the individuals on the other hand.

The site is not responsible for the service that is delivered by the landlord; the delivery being under the latter's full responsibility.

The company World Vacances Plus is a mere intermediary between the good's landlord and user, and cannot address any claim from users; they should be addressed to the landlord or representative only, whose contact details you will be given.

Any complaint relating to the inventory or cleanliness will have to be addressed to the landlord or representative within two days after your arrival, by phone or email; no claims will be accepted after this period.

Any claim worded after the end of your stay will have no means of being taken into account.

All of the offered goods have been visited by the holiday advisors and the online descriptions filled in with the characteristics transmitted by the landlord which, for that reason, are under their full responsibility.

The site is neither an estate agency nor a travel agency and cannot therefore be held responsible for your claims about the quality of the offered services.

9- Modification or cancellation of the order due to the landlord.

If the event of unforeseeable circumstances or absolute necessity, which make it compulsory, and only in case of absolute necessity, the landlord might have to ask the site to modify or cancel your booking.

Considering this hypothesis, the site will devote all the necessary means to suggest and provide you an alternative solution that would essentially be equivalent to the cancelled service.

You will then have the possibility to either accept this substitute offer, or ask for your order to be paid back to you.

Given the situation of absolute necessity or unforeseeable circumstances, such situation can never give cause to damages.

10 - Personal contact details.

The site is concerned with respecting every obligation of European source and regarding the personal data processing of all that is collected throughout the booking process, in order to provide you with a quality service. It is the company World Vacances Plus S.L. that ensures the preservation of these data that remain in the company's database for its own use. With regard to European law, you have the right to oppose, access, modify and suppress these said data by addressing the company World Vacances Plus S.L. either by post (Via roma 29 – 43840 Salou – Spain) or by email (info@spainpromo.com).