

## Terms and Conditions

### **IDENTIFYING INFORMATION**

The website [bristolsunsetbeach.com](http://bristolsunsetbeach.com) (hereinafter the “website”) is an online space intended to promote our designer vacation apartment rentals in Corralejo, Fuerteventura (Canary Islands). In accordance with article 10 of Law 34/2002 of July the 11th on Information Society Services and Electronic Commerce, below is the identifying information of the company that owns the domain name “bristolsunsetbeach.com”:

- Company name: Itar World Investment S.L. (“the holder”)
- Tax ID: B76175470
- Corporate address: Av. Juan Carlos 1, Nº 3 35660 – Corralejo – La Oliva
- Telephone: (+34) 671 02 69 21
- Email: [info@bristolsunsetbeach.com](mailto:info@bristolsunsetbeach.com)

Business Registry registration data: Calle Secundino Alonso 75, 1st floor, office 7 – 35600 Puerto del Rosario, Itar World Investment SL. Document: 1/2014/126, 0 Entry: 18/954 Dated: 13/12/2013 Volume: 163 Book: 0 Folio: 16 Sheet: IF-7249 Entry no.:1

### **GENERAL CONDITIONS**

The following TERMS AND CONDITIONS are intended to regulate the access, browsing and, more generally, the relationship between the website and its users (hereinafter the “users”).

It is understood that access to and use of the website or using the services and content that it offers imply the assumption of the role of user, and therefore the unconditional acceptance of all and each one of the present Terms of Use, which are subject to modification. As a result, the user will be required to read them each time that he or she visits the website.

Itar World Investment S.L. will prosecute breach of the present terms as well as any undue use of its portal, undertaking the civil and criminal actions that are available to it by the law.

### **USE OF THE WEBSITE**

The purpose of the website [bristolsunsetbeach.com](http://bristolsunsetbeach.com) (hereinafter the “website”) is to provide the public with access to its products and services, and specifically, to Itar World Investment S.L.’s offering of designer vacation apartment rentals in Corralejo, Fuerteventura.

To do so, the website includes text and graphic elements as well as services and content (text, graphs, drawings, designs, codes, software, photographs, music, videos, sounds, databases, images, expressions and information as well as any other creation protected by national law and international agreements on intellectual and industrial property). These are exclusively owned by the owner of the website, which reserves the necessary usage rights. Without prejudice to the above, the business names, trademarks or distinctive markings that appear or which are alluded to on this website belong to their respective owners and are protected by the applicable law.

The website may contain spaces authorised for third-party entities to advertise their products and/or services. In these cases, the owner shall not be responsible for establishing the general and specific conditions to take into account in the use, provision or purchasing of these third-party services, and therefore, shall not be permitted to be considered responsible for them.

Using and/or purchasing the aforementioned specific services implies the acceptance of the specific conditions regulating them according to the version published by the website at the time that this use and/or purchasing takes place.

The owner reserves the right to remove all comments and contributions that infringe on the respect of the dignity of persons, whether because they are discriminatory, xenophobic, racist or

pornographic, harmful to children or infants, they go against public order or safety or, in its opinion, because they are not suitable to be published. Under no circumstances will the owner be responsible for the opinions provided by users by means of forums, chat rooms or other tools for participation.

The use of the website and the services must be carried out legally and with the appropriate behaviour. Users commit to use the platform, content and services adequately, not using them for the following purposes:

- To participate in activities that are illicit, illegal or contrary to good faith and the public order.
- To spread content or propaganda of a nature that is racist, xenophobic, pornographic or illegal, which supports terrorism or which goes against human rights.
- To cause damages to the physical or software systems of its providers or of third parties.
- To attempt to access, and when applicable, use the accounts of other users or personal services and to modify or manipulate their messages or content.
- To spam or send unsolicited messages.
- To make any other use in any way that could damage, render non-operational, overload or deteriorate the portal or the services, or to prevent the normal use or enjoyment of the portal or the services by users.

## **PRODUCTS AND SERVICES OFFERED ON THE WEBSITE**

The website [bristolsunsetbeach.com](http://bristolsunsetbeach.com) offers the possibility of booking designer vacation apartment rentals in Corralejo, Fuerteventura.

Purchasing these products or services on the website is expressly subject to the specific conditions of sale for these products and services, established for this purpose, without prejudice to the provisions of the present General Conditions.

The use of certain services can require filling out additional forms, the conditions and privacy terms of which will be expressly stated.

Accessing resources may imply the creation of an account on the website database. Using this account will provide access to different platforms associated with the owner yet separate to the website, and therefore it is necessary to follow their terms of use.

## **PRICES AND PAYMENT METHODS**

The prices for the services in the different currencies available (euros, pounds, dollars, yen, pesos, dirhams, etc.), will be those that expressly appear at the time of your purchase on the website at all times, including the corresponding VAT, with the website reserving the right to modify the specific conditions relative to payment and the scope of the products or services.

[Bristolsunsetbeach.com](http://Bristolsunsetbeach.com) is responsible for the transactions carried out on the website.

“The owner” accepts: MasterCard, Visa credit and Visa debit by means of the MIRAI ESPAÑA S.L. secure payment system.

The total of your purchase, including shipping costs and VAT, will be charged to your card at the time of the completion of the purchasing process. Subsequently, you will be sent an order acceptance confirmation.



INCLUDEPICTURE

"http://www.ceivigo.com/media/wysiwyg/pago-seguro.png" \\* MERGEFORMATINET

Paying by credit/debit card guarantees you a simple and safe payment method. Your data will not be recorded in any database; on the contrary, your credit card data is input into a secure webpage and is transferred via SSL (encryption protocol used to establish a secure connection between your computer and the bank's virtual POS) directly to the POS.

In addition, authentication of the cardholder is required by inputting the name of the cardholder, the card number, the expiry date and a verification code that coincides with the last 3 digits of the number printed in italics on the back of the Visa or the MasterCard, thus providing more guarantees of the security of the transaction.

## **ORDERS**

To place an order, it is necessary to connect to the website and view the various offers. To make a booking, you will have to first select between the available dates for the different apartments and later follow the steps indicated and fill out the electronic forms that appear.

Once you have made your selections, you will be shown the total price with VAT and management costs included.

After that, you will have to input your data, including, among others, your credit or debit card information (which will be transmitted to the financial institution that manages the payment pathway and charges for the booking), full name, email address, telephone number, ID/passport/residence card and country. Once this data has been filled out and you have accepted the general terms of purchase, which we recommend reading closely, you will have to proceed with payment.

You will be securely redirected via encrypted security protocols (SSL) to the corresponding payment pathway, where you will fill out the data necessary to make the payment. After that, you will be shown a successful payment message, and the receipt for the operation will appear. You can save this or print it. In addition, you will be sent an email to the address provided with proof of purchase and the details.

By submitting the order, the client expressly acknowledges that he or she is aware of and accepts these general terms of purchase as a part of the execution of the contract. Except in the event of evidence to the contrary, the data recorded by [bristolsunsetbeach.com](http://bristolsunsetbeach.com) constitutes proof of the transactions carried out between [bristolsunsetbeach.com](http://bristolsunsetbeach.com) and its clients. The website will file the electronic document in which the contract is drawn up, and this will be accessible. If you do not agree with the data contained in this confirmation, you can request its modification or the termination of the contract.

All orders are conditional on their acceptance by "the owner", who will communicate acceptance of the order in less than 24 hours, whether by electronic means or any other means.

## **DESISTANCE, CHANGES AND CANCELLATIONS**

**Clients** can request to exercise their right to desist. To do so, they will have to contact [info@bristolsunsetbeach.com](mailto:info@bristolsunsetbeach.com) or the telephone number (+34) 671 02 69 21.

The time frame to exercise this right is fourteen (14) calendar days from the date of the booking.

The reimbursement as the result of a return will be equal to the booking amount, minus administrative fees.

We will send notification of the reimbursement of the amount associated with the return along with proof of it by email.

With regards to the time frames for changes, accommodations can be changed to a different type of accommodations within a time period of fourteen (14) calendar days from the date of purchase, always subject to the availability of apartments.

To make changes, the client will be required to communicate his or her request of change by sending an email or calling.

Once the notification is received, the client will receive a response in 24 hours indicating the steps to take, including payment methods and additional costs or refunds.

Last of all, Itar World Investment S.L. guarantees clients the possibility of cancelling their booking up to 7 days before its effective start date.

If the booking is cancelled up to seven (7) days prior to arrival, nothing will be charged. If the booking is cancelled within the seven (7) days prior to arrival or in the case of a no-show, 50% of the total of the booking will be charged to the credit card.

A cancellation is considered to be effective at the time that we receive a cancellation request.

In the event that a cancellation is due to reasons attributable to the holder, the client will maintain the right to reimbursement for quantities for services not provided, so long as these services were not provided due to causes directly attributable to the holder.

If potential incidents or complaints presented by the client are rectified, they will not constitute grounds for justified cancellation by the client, and therefore no amounts will be reimbursed.

All deposits and reimbursements will be carried out by the same means used to pay for the order. In certain cases, the time required for bank transfers can delay the credit to your account for a few days.

We will send notification of the reimbursement of the amount associated with the return along with proof of it by email.

## **INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

The owner (or its authorised representatives) is the holder of the intellectual and industrial property rights over the website, including the graphic design and the HTML code, and is also the holder or has the corresponding licence over the intellectual, industrial and image property rights for the content distributed on the website.

Consuming the aforementioned content does not imply the renunciation, transmission, licensing or assignment, whether total or partial, of the aforementioned rights by the owner, except if explicitly specified in the content.

As a result, the User commits to not reproduce, copy, distribute or publicly communicate such content, as well as to not remove or disregard the copyright notice, thus releasing the website from any actions that do not respect this policy. Use of the website's content will not be permitted to take place without the express consent of the owner.

## **EXCLUSION OF GUARANTEES AND LIABILITY**

Under no circumstances shall the owner be liable for damages of any nature that could be caused by

the following (non-exhaustive) list: errors or omissions in content, the non-availability of the portal or the transmission of viruses or malware in content, despite having adopted the technological measures necessary to prevent this.

## **MODIFICATIONS**

The website reserves the right to carry out the modifications that it considers to be appropriate on its portal without prior notice, and is permitted to change, delete or add both the content and services that are provided on the website as well as the way in which these appear in terms of presentation or location on the portal.

## **LINKS**

In the event that the website contains links or hyperlinks to other websites, the owner will not have control over the content published on the aforementioned websites, nor will it assume any liability for it, as it belongs to third-party websites.

Likewise, the inclusion of these external connections and hyperlinks shall not imply any type of association, merger or shareholder relationship with the linked entities.

## **EXCLUSION RIGHTS**

The owner reserves the right to deny or withdraw access to the portal and/or the services offered to any users that fail to comply with the present General Terms of Use, without needing to provide prior notice, at its own request or at the request of a third party.

## **GENERAL MATTERS**

Failure to comply with the present conditions as well as any undue use of the portal will be prosecuted by the owner, making use of all civil and criminal actions that are available to it by the law.

## **MODIFICATION OF THE PRESENT TERMS AND DURATION**

The website will be permitted to change the terms established here at any time, with them being duly published as they appear here. The validity of the aforementioned terms will be dependent on their display, and they will be valid until they are modified by other duly published terms.

## **APPLICABLE LEGISLATION**

The standards governing the use of services, personal data and content contained on the website will be interpreted in accordance with Spanish Law. Due to the supranational nature of electronic communications infrastructure, anyone accessing the website from other countries is required to comply with the applicable legislation enacted in their respective country.