

GENERAL CONTRACTING CONDITIONS

This contractual document will govern the contracting of products and services through the website www.apartamentosmadanis.com Property of Collblanc Segle XXI, SL, hereinafter Madanis.

Acceptance of this document implies that the USER:

- You've read, you understand and you're agree with this text.
- He is a person with sufficient capacity to contract.
- Assumes all obligations set forth herein.

These conditions will have an indefinite period of validity and will be applicable to all contracts made through the Madanis website.

Madanis informs that the trade is responsible and knows the current legislation of the countries to which it offers its services and reserves the right to unilaterally modify the conditions, without this affecting the goods or promotions that were contracted prior to the modification. .

Identity of the contracting parties

On the one hand, the provider of the services contracted by the USER is Collblanc Segle XXI, SL, with registered office at Passatge Paca Soler, 14, - 08028 Barcelona (Barcelona), NIF B62461256 and with the customer / USER telephone number 934470006. And on another, the USER, registered on the website with a username and password, over which he has full responsibility for use and custody, and is responsible for the veracity of the personal data provided to Madanis.

Purpose of the contract

The purpose of this contract is to regulate the contractual relationship between Madanis and the USER when he accepts, during the online contracting process, the rental of real estate for temporary accommodation.

The contractual relationship of accommodation reservation involves the rental of the chosen property, for a limited time, in exchange for a certain price and publicly exposed through the website. Extra services can be hired at the time of booking.

Contracting procedure

The USER, in order to access the services or products offered by Madanis, must register through the website by creating a user account. 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 Regulation (EU) 2016/679, of April 27 (GDPR), and the Law Organic 3/2018, of December 5 (LOPDGDD), detailed in the Legal Notice and the Privacy Policy of this website.

The USER will select a username and password, undertaking to make diligent use of them and not to make them available to third parties, as well as to inform Madanis of the loss or theft of them or of possible access by a third party. authorized, so that it proceeds to immediate blocking.

Once the user account has been created, it is reported that in accordance with the requirements of article 27 of Law 34/2002, on Services of the Information Society and Electronic Commerce (LSSICE), the contracting procedure will follow the following steps:

1. General contracting clauses.
2. Booking and payment process
3. Cancellations.
4. Claims.
5. Force majeure.
6. Competition.
7. Overview of the offer.
8. Price and validity period of the offer.

9. Purchase process.
10. Applicable guarantees.
11. Applicable law and jurisdiction.

1. GENERAL CONTRACTING CLAUSES

Unless specifically provided in writing, making a reservation to Madanis will imply acceptance by the USER of these legal conditions. No stipulation made by the USER may differ from those of Madanis if it has not been expressly accepted in advance and in writing by Madanis.

2. BOOKING AND PAYMENT PROCESS

Our automatic availability and price calculation system will allow you to choose the apartment or room that interests you and then make the reservation of the accommodation. Confirmation of the reservation: Once you have completed all the necessary fields, the reservation will be confirmed and you will immediately receive an email with all the details (address, type of apartment booked, dates, price, etc.)

During the reservation process, the data of a valid credit card (Visa, Master Card, Diners Club, American express and Maestro) are required as a guarantee of the reservation.

Payment:

Payment for accommodation will be made at the establishment itself, except for those rates that require prepayment. In this case, it will be specified before making the reservation and will be charged on the card provided, once the reservation is received. You can make the payment by cash or credit card.

We inform you that guests must present the credit card used to make the reservation on arrival at the hotel. In case you are not the holder of the credit card used in the reservation, please contact the hotel before the deposit policy established in the reservation is executed.

Online payment security: Madanis is committed to protecting the data of USERS

Bail Bonds

Madanis has two types of deposit: leave € 50 in cash or provide a valid credit card in case of damage. Upon leaving the accommodation, it will be inspected and the deposit will be returned in the same method provided at the entrance. In the event of damage to the accommodation, it will be deducted from said deposit.

Inputs and outputs

The inputs and outputs of our accommodation are as follows:

Tickets: The key collection time is from 3:00 pm at the Hotel Madanis (Calle Riera Blanca, 10 08903 Hospitalet de Llobregat). If you arrive earlier, call us by phone, as you can leave your luggage at the Hotel reception.

Upon arrival and in accordance with current legislation, you must identify all occupants of the accommodation, with a valid document.

Subsequently, the owner of the reservation will sign a rental agreement and will pay the total payment of the reservation and the tourist tax of € 0.99 per day of stay and elderly person.

16 years, with a maximum of 7 days. (Law 5/2012 of 3/20/12. DOGC No. 6094 of 03/23/12) The accommodation is delivered clean and with all utensils and kitchen utensils. Bath towels and sheets per person are included in the rental price.

Departures: The accommodation's departure time is at the latest at 12.00. You must deliver the keys to the reception of the Hotel Madanis.

Extra services

If you are interested in hiring our extra services, you can do it at the end of your reservation or by contacting the establishment before your arrival. Cot: The rental of the cot is free, but prior reservation is required.

Parking: € 22 per place and day

There are accommodations where pets are allowed, if you have a pet, you must inform Madanis at the time of booking for authorization.

Customer responsibilities

The client agrees to respect the regulations of the Community. During the hours of rest from 22:00 to 9:00, it is not allowed to use the accommodations for the purposes of party celebrations, or to make noise.

In no case is it allowed to occupy the accommodation for more people than those established in its maximum capacity.

The use of electricity and water must be rational. When the air conditioner is open, don't forget to close doors and windows.

Hanging towels and clothing on balcony railings is prohibited. Children must always be accompanied by their parents and under their responsibility. The person holding the contract is responsible for the correct behavior of all its occupants, otherwise Madanis reserves the right to expel the occupants from the accommodation, without the right to future claims or any type of compensation. Neither Madanis nor the owner will be responsible for any direct or indirect damage that may be caused as a consequence of the misuse of the accommodation, including without limitation: damage, loss after fire, theft, crime, accidents or other types of damage.

3. CANCELLATIONS (RIGHT OF WITHDRAWAL)

The user may cancel or modify the reservation up to 24 hours before the date of entry, except for those offers that have a different cancellation policy. In any case, it will be specified before making the reservation.

In order to modify or cancel your reservation, you can do so through the same website where you made the reservation or through the following email: reservas@hotelmadanis.com

4. CLAIMS

Our goal is that our clients have a pleasant stay.

If during the rental period there is a fault in the electrical installations or equipment, you must immediately notify Madanis to resolve these incidents as soon as possible. In the event of force majeure (damage caused by water, fire, etc.), Madanis will replace the reserved accommodation with another of the same characteristics. In the event that there is no availability of accommodation, Madanis will reimburse you for the total amount not used.

Madanis

Passatge Paca Soler, 14, - 08028 Barcelona (Barcelona) Telephone:
934470006

Mail: mehuguet@hotelmadanis.com

Online dispute resolution (Online Dispute Resolution)

In accordance with Art. 14.1 of Regulation (EU) 524/2013, the European Commission provides a free access platform for online conflict resolution between the USER and Madanis, without the need to resort to the courts of law, through the intervention of a third, called the Dispute Resolution Agency, which acts as an intermediary between the two. This body is neutral and will dialogue with both parties to reach an agreement, being able to finally suggest and / or impose a solution to the conflict. Link to the ODR platform:

<http://ec.europa.eu/consumers/odr/>

5. FORCE MAJEURE

The parties will not incur responsibility for any fault due to a greater cause. Compliance with the obligation will be delayed until the cessation of the case of force majeure.

6. COMPETITION

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

If any stipulation of these conditions is considered null or impossible, the validity, legality and compliance of the rest will not be affected in any way, nor will 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.

7. OVERVIEW OF THE OFFER

All sales and deliveries made by Madanis will be understood as subject to these General Conditions.

No modification, alteration or agreement contrary to the Commercial Proposal of Madanis or here stipulated will take effect, unless expressly agreed in writing signed by Madanis, in this case, these particular agreements will prevail.

Given the continuous technical advances and improvements of the products, Madanis reserves the right to modify its specifications regarding the information provided in its advertising, until it affects 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.

8. PRICE AND VALIDITY OF THE OFFER

The prices indicated for each product include Value Added Tax (VAT) or other taxes that may be applicable and will be expressed in the 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 can change daily while the reservation is not made.

Any payment made to Madanis involves the issuance of an invoice in the name of the registered USER or of the company name that has been informed at the time of making the reservation. This invoice will be delivered to the USER at the end of the rental and payment of all contracted services.

For any information about the reservation, the USER may contact the Madanis customer service telephone number 934470006 or via email at the address reservas@hotelmadanis.com

9. PURCHASE PROCESS

Property search

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

Book with immediate confirmation: Minimum price of the service stipulated on the web. You can make the reservation online and add the extra services that suit you.

Reservation (purchase request)

From the Online booking section, you can 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 arrival and departure dates, the people staying (adults and children) and the chosen extra services.

10. GUARANTEES AND RETURNS

The guarantee of the products offered will respond to the following articles based on Law 23/2003, of July 10, on Guarantees of sale of consumer goods and services:

Compliance of services with the contract

1. Unless proof to the contrary, it will be understood that the services are in accordance with the contract as long as they fulfill all the requirements that are expressed below, unless by the circumstances of the case, any of them is not applicable:

- a) They conform to the description made by Madanis.
- b) Are suitable for the uses to which services of the same type are ordinarily intended.
- c) They are suitable for any special use required by the client, when he has made it known to Madanis at the time of the conclusion of the contract, provided that he has admitted that the service is suitable for this use.
- d) Present the usual quality and benefits of a service of the same type that the client can reasonably expect, taking into account the nature of this and, where appropriate, the descriptions of the specific characteristics of the services made by Madanis.
- e) Madanis describes the details, technical characteristics and photographs of the properties provided by their owners, so that it is not bound by these public statements.

2. The lack of conformity that results from a service not performed or provided will be equated with the lack of conformity of the contract, as long as the responsibility thereof falls on Madanis or under its responsibility; on the contrary, when the service not performed or provided is due to the negligence or bad practice of the USER, it will not be considered any fault of Madanis and it will be considered in accordance with the terms of the contract.

3. The responsibility for non-conformity that the USER knows or could not have ignored at the time of the conclusion of the contract or that originate from information provided by the USER will not proceed.

Madanis responsibility

Madanis will respond to the USER for any lack of conformity that exists at the time of delivery of the accommodation. Madanis recognizes the USER the right to repair the service, to replace it, to lower the price and to terminate the contract.

Repair and replacement of products

1. If the service is not in accordance with the contract, the USER may choose to demand its repair or replacement, unless one of these options is impossible or disproportionate. From the moment the USER informs Madanis of the chosen option, both parties must abide. This decision of the USER is understood without prejudice to the provisions in the cases in which the repair or replacement fails to bring the service into conformity with the contract.

2. Any form of sanitation that imposes on Madanis costs that, compared to the other form of sanitation, are not reasonable, taking into account the value that the service would have if there were no lack of conformity, the relevance of the lack will be considered disproportionate. in accordance and if the alternative form of sanitation could be carried out without major inconveniences for the USER.

Rules for product repair or replacement

Repair and replacement will conform to the following rules:

The necessary expenses made to correct the lack of conformity of the contracted services will be free for the USER.

They will be carried out in a reasonable time and without major inconveniences for the USER, taking into account the nature of the services and the purpose they have for the USER. If the repair is completed and the property is delivered, it remains non-compliant with the contract, the USER may demand its replacement, the price reduction or the termination of the contract.

If the substitution fails to bring the property into conformity with the contract, the USER may demand its repair, price reduction or termination of the contract.

Price reduction and termination of the contract

The reduction of the price and the termination of the contract will proceed, at the choice of the USER, when the latter cannot demand the repair or replacement of the service and in the cases in which these have not been carried out within a reasonable time or without major inconveniences for the user. The resolution will not proceed when the lack of conformity is of little importance.

Criteria for price reduction

The price reduction will be proportional to the difference between the value that the service would have had at the time of delivery had it been in accordance with the contract and the value that the service actually delivered had at the time of delivery.

Deadlines

Unless proven otherwise, delivery is understood to be made on the day shown in the reservation. The USER must inform Madanis of the lack of conformity at the time he has realized it or, at most, at the end of the stay.

Unless proven otherwise, it will be understood that the communication of the USER has taken place within the established period.

11. APPLICABLE LAW AND JURISDICTION

These conditions will be governed or interpreted in accordance with Spanish legislation in what is not expressly established. Madanis 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 Barcelona.

In the event that the USER is domiciled outside of Spain, Madanis and the USER expressly waive any other forum, submitting to the Spanish jurisdiction established in the preceding paragraph.