

GENERAL CONDITIONS OF WEBSITE USE

1. IDENTIFICACIÓN OF PARTIES CONCERNED

The terms and conditions set out below regulate access and use of the URL www.viasur-andalucia.com (hereinafter "Web Site") owned by LECRIN VALLEY HOLIODAYS SL (Hereinafter "Viasur"), a company established in Plaza Eduardo Rebollo Aranda 7, 18658 Melegís (Granada - Spain) CIF B-18852467, entered in the Granada Register in Volume 1303, Folio 199, Hoja GR-34508, Entry 1, and Travel Agency License CIAN No-181672-2.

Secondly, as the person or user ("User" or "Users"), you can access various information about travel and tourism, as well as making reservations and the services offered on this website.

The User declares that he has read and understood these Terms and Conditions in their entirety and the information and product-specific conditions and/or service you want to hire or purchase before making your purchase. For this, the User expressly agrees to fully and without reservation, through a click on the button at the bottom of the forms "I have read and accept the General Conditions," each and every one of the general conditions of Viasur, as published and in force at the time the user accesses the Web Site, as they may have changed since the last time agreed to.

Viasur reserves the right to make changes at any time to the Website and/or to these Terms and Conditions.

The User declares that he is of age and has the legal capacity to purchase services and/or products provided through the Web Site. The User is also responsible for the financial consequences of any use of this Website, including the misuse of passwords which may allow unauthorized persons accessing the User's personal data to carry out possible credit card fraud.

2. SCOPE OF SERVICES

Viasur is a commercial entity whose main activity consists of the practice of mediation and/or organization of tourist services, for which it has the appropriate licenses issued by the Directorate General of Tourism of the Junta de Andalucía (No CIAN-181672- 2). Through the Web Site, Viasur allows the user access and use of various services and contents provided by the company, and/or third party service providers and content, among which are, reservations: hotels, houses and packages.

3. LIABILITY OF THE PROVIDERS FOR PRODUCTS OR SERVICES

The development and updating of the information about offers, products or services, prices, routes, distances, characteristics and any other relevant data and information about products and services offered through the Web site, is the responsibility of the respective providers of products, services or organizers of packages. Viasur cannot assume any responsibility for the truthfulness, accuracy or completeness of such information.

Suppliers of products or services and the organizers of packages, each within the scope of their respective obligations shall be liable to the User's compliance with the obligations under the existing rules and the terms and conditions of sale of each product, service or package to be contracted. Viasur does not assume liability or responsibility in respect of products or services not provided directly by them.

4. HOUSES AND PACKAGE BOOKING THROUGH VIASUR-ANDALUCIA.COM

This Web site is intended for final consumption and may only be used to gather information to make a purchase, not allowing the use for other purposes without the express written consent of this web site and such as copying, reproduction, transmission or distribution of content or services that may be obtained through it.

The User can book a house or rural property or a package from those offered within the Website, if the selected house is available. Bookings can be made online through the Website, via email, phone or in person at offices authorized by Viasur, pending confirmation by the business itself, and will not be made until the user pay 50% of the total price of the contracted services within 48 hours of pre-booking (subject to the stipulation "c" below). Viasur will then send the User a booking form with all data of the same, and other conditions pertaining to each reservation.

a. MINIMUM STAYS

"Houses." The minimum stay will be two nights in all seasons, (except weekends, national holidays, regional and local, Christmas, Easter and New Year (3-7 nights, depending on the selected setting and date), and high season Summer (7 nights, arriving Saturday and departing on Saturday). The houses may be used after 16h00 on day of arrival and must be vacated before 10h00 on the day of departure, unless otherwise agreed.

"Hotels." The hotels will not be subject to the minimum of the previous section, except for special offers that include more than one night, or special conditions which will at all times be specific and detailed. The rooms can be used from 14h00 the day of arrival and must be vacated before 12h00 on departure day.

b. PRICES

The prices published on the Website are quoted in Euros and will vary depending on the season. These prices are valid until 31 December the current year unless new administrative requirements or in the case of printing errors.

The rate applied will be the one in the price list in the description of each house, under "fees", which adjusts the number of places indicated and their capacity of the house. If they are higher (because the house allows extra beds), the price will be adjusted according to the new information.

In no event will the company allow more people than places for which the house is advertised, reserving the supplier or the owner the right to refuse admission, or, if necessary, eviction.

The price includes accommodation and/or food in the scheme used in each case, cleaning and preparing the house or accommodation, provision of bed linen and towels for the number of people contracted, service during the stay, normal consumption of electricity, water and gas and indirect taxes (VAT). In the package price will also be included detailed activities. Viasur or the provider /owner reserves the right to ask the customer an extra fee for misuse or abuse of any of the services available to them.

c. TERMS OF PAYMENT AND SECURITY

Viasur will issue the booking confirmation when they receive an amount equal to 50% of the total cost of the service, and within 48 hours of pre-booking. If Viasur have not received written

notification or proof of transfer/payment within this period, the pre-reservation will be canceled, without advising the client. The payment will be made by:

- Bank transfer to account number of the Caja de Ahorros de Granada "La General" 2031 0058 35 0116096001 in the name of Lecrin Valley Holidays SL indicating the name/reference of the house/package/service, the date of entry and the name of the person making the reservation. The proof of the transfer is to be sent, once made, by email or fax 958 793 667.
- By credit card, providing the number and expiry date thereof, where Viasur will manually charge the amount confirmed. Credit card payments accrue an extra charge of 0.8% of the amount to be charged.
- Cash, in person at the offices authorized by Viasur, Plaza Eduardo Rebollo Aranda 7, Melegís (Granada)

The booking confirmation will confirm the receipt of the amount indicated above, and specify the amount to be credited as a final payment and the extras (if any) which must be satisfied prior to the Occupancy.

Depending on the establishment and the date selected, the payment of the balance may be required in advance, this period can vary between 6 and 8 weeks prior to the date of entry.

In the case of Hotels, Viasur will inform the user/client of the specific payment terms at the time of booking, always and without exception requiring a credit card number to guarantee reservation.

Security Deposit: Viasur or the provider/owner reserves the right to request a security deposit on arrival of customers, which could range between 100 and 300 €, to be paid in cash or credit card to ensure the correct use of the property and to cover any damage that occurs in the same during the stay. This amount will be repayable over a maximum period of one week from the day of departure by bank transfer to the account number provided by the customer, after checking the condition of rented property.

d. ON-LINE BOOKINGS

To carry out the purchase the customer will be requested to provide identification data, dates, number of guests and any extras that may apply. After entering the data and before the customer makes the purchase the customer will be asked to check and verify the data and then may proceed to purchase. Also, once you purchase, you will receive an email confirmation of the purchase with all the information of the purchase, which will also be archived by Viasur.

The purchase of any home or package or other product offered on the Website will be valid from the time that payment is taken, and may be cancelled by Viasur until that time.

e. CANCELLATION BY CUSTOMER

The cancellation of the reservation will be formalized in writing, or via e-mail, by the person who made the booking. The cancellation policy detailed in this section is applicable from the date Viasur receives notification in writing or e-mail. Cancellations are accepted signed and sent by fax. The following cancellation fees apply:

High and Mid Seasons. More than 60 days before the date of entry: 35 € cancellation charges. Between 60 and 30 days before arrival: 50% of the amount paid as deposit. Between 30 and 15

days before arrival: 100% of the amount paid as deposit. Less than 15 days before arrival: 100% of the reservation.

Low Season. More than 30 days before arrival: 35 € cancellation fee. Between 30 and 15 days before arrival: 50% of the amount paid as deposit. Less than 15 days before arrival: 100% of the amount paid as deposit.

f. CANCELLATION BY VIASUR

If Viasur be forced to cancel the reservation made by the customer, alternatives will be offered, either a house of a better category than had been originally reserved, provided there is availability, or we will refund the total amount of money paid. In the case of providing a better house, Viasur reserves the right to change the final price of the same, depending on the features and price difference between the two properties, or the Customer can choose full refund of the amount paid.

g. CHANGES BY THE CLIENT

In the event that the customer wishes to change the booking once confirmation has been sent Viasur thereof, Viasur make every effort to accommodate your request. However, in such cases Viasur reserves the right to consider changes in accommodation and dates as a cancellation by the customer, resulting from applying the fifth provision (paragraph e) above.

Changes in the number of people and/or dates can affect the final price of the reservation. In that case, Viasur will notify the Customer prior to making these changes. Under no circumstances, will Viasur accept changes in reservations that exceed the maximum number of persons specified in the description of the property.

h. CUSTOMER RESPONSIBILITIES

The Client is fully and exclusively responsible for the correct statement of the number of people who occupy the home, including children, whatever their age, when making the reservation. In no case must the number of people exceed the total capacity of the house, without prior consultation by the Customer's express written consent by Viasur. Viasur or supplier/service owner can legally refuse to admit the entry of those not specified, or if necessary remove them, having no claim whatsoever as a result.

Similarly, the Client is fully and exclusively responsible for communicating to Viasur at the time of booking whether they will be accompanied by an animal / pet, NO pets are allowed unless specified on the house file of the Web Site and always with a € 25 charge per pet. A deposit may also be requested, which will vary depending on each establishment. Viasur or supplier/service owner can legally refuse to accept the entry and/or cancel the booking if the client arrives with animals without prior notice.

The customer agrees to make payments of contracted services according to the information provided by Viasur.

The Customer agrees to report irregularities or deficiencies that may be found in the rented property as soon as possible, on entry or during the stay. This is the responsibility of the person cited on the booking form. Viasur will attempt to solve any defect or failure immediately and will even proceed with change of accommodation wished, provided that the reasons adduced are proven to be true. This may vary the final price of the reservation. Any claim by the Customer after leaving the property will not be served if these criteria are not met.

The Customer undertakes to take care to avoid damage to the property and is responsible for any damage caused to contents of the building itself by an member of the group accompanying or anyone visiting the property during their stay. Similarly, the Client liable for any damages they may cause to third parties during their stay.

Before leaving the establishment, the customer must close windows and doors and turn off the gas, lights and appliances. They should remove all their belongings before leaving the facility. Viasur is not responsible for any items that you or any member of the group leave on the premises.

i. VIASUR RESPONSIBILITIES

Viasur undertakes to provide accommodation in the reserved property for the Client, once the booking confirmation is issued in accordance with Clause 5d.

Viasur is responsible for cleaning and maintaining the property, as agreed later in this section (only in establishments for which Viasur has that responsibility).

Viasur is responsible for the acts or omissions of its employees.

However, Viasur acts as intermediary and does not accept any liability for acts or omissions of the landlords, carriers or service providers, nor accept any liability for actions beyond our control. We always recommend customers to ensure that all persons who accompany them purchase personal and travel insurance.

In the properties in which Viasur is responsible for cleaning, the cleaning policy is as follows: if the reservation is 10 or more nights, Viasur will change the towels and sheets in the middle of the stay. If the stay is 14 nights or more, Viasur will change them every 7 days. If during their stay the Client requests extra, they should contact the Viasur office and a charge of 12 € / hour will be levied.

j. OTHER

The houses may be used after 16h00 on day of arrival and must be vacated before 10h00 on the day of departure, unless otherwise agreed. Office hours for collection of keys are from 10h00 to 14h00 and from 16h00 to 19h00 Monday to Friday and Saturday from 15h30 to 19h00. Outside these office hours, Viasur will apply to the Customer the following extra charges:

Monday to Saturday

Arrivals from 19h00 until 21h00	→ 20 €
Arrivals from 21h00 until 24h00	→ 30 €
Arrivals from 24h00	→ 50 €
Arrivals on Saturdays before 15h30	→ 20 €

Arrivals on Sundays or National Holiday

Arrivals Sunday to 21h00	→ 20 €
Arrival from 21h00 to 24h00	→ 30 €
Arrivals from 24h00	→ 50 €

Viasur offices will be closed from 14.00 on 24 and 31 December, and therefore reserves the right to accept reservations arriving on that date before these times, unless otherwise agreed and always under the conditions set Viasur.

During the stay, the property is subject to periodic visits by maintenance personnel, such the gardener, the pool cleaner, and other maintenance personnel which may vary depending on the characteristics of the house and the time of year.

Firewood is not included in the price, but will be provided for clients if notice is given in advance and the amount specified for each establishment is paid.

Viasur or supplier/service owner is not responsible for any noise due to causes beyond its control that may occur during your stay in the rental property. Also, Viasur is not responsible for the possible malfunction of electronic devices that are in the property or by the poor reception of TV signals, mobile, etc. due to the location of the properties.

In the event that the Customer claims any object that has been left in the establishment after leaving it, always within 7 days of departure, Viasur shall send the said item, if found, to the address provided by Customer. For this, the client will provide a valid credit card number with expiry date, where they will be charged a 30 € management fees plus the amount resulting from mailing the item itself.

5. PUBLICITY

Part of the Web Site may contain advertising or sponsorship. Advertisers and sponsors are solely responsible for ensuring that material submitted for inclusion on the Website complies with the law in each case. Viasur is not responsible for any error, inaccuracy or irregularity that may be contained in advertising or sponsorship. Any claims related to advertising content contained on the Website may be directed to the following email address: web@viasur-andalucia.com

6. PRIVACY POLICY

Under Law 15/1999 of 13 December on the Protection of Personal Data, the agency Lecrin Valley Holidays, SL, a Spanish company registered in the Register of Granada, volume 1303, folio 199 , GR-34508 blade and holder of the CIF number B-18852467 residing at Plaza Eduardo Rebollo Aranda, 7 - Melegís (El Valle), Lecrin Valley Holidays, SL states that the personal data you provide us with by filling in any electronic registration form that appears on the Website, or the data that the Agency accesses as a result of browsing, inquiry, application or operation made through this website will be stored in a file managed by the agency. Users may exercise their rights of access, rectification, cancellation and opposition to the processing of personal data under the terms and conditions set out in the PDPA Agency facilities located at the address indicated above.

Data supplied by the user will become part of an automated file under the responsibility of Lecrin Valley Holidays S.L. This file is legally registered in the General Data Protection of the Spanish Agency for Data Protection.

Data supplied by the user will be used for management purposes, information, publicity and administration.

Lecrin Valley Holidays S.L. has adopted the required security measures based on the level of data provided by installing the necessary technical and organizational measures, given the state of current technology in order to prevent loss, alteration, misuse or unauthorized access to them.

Users may exercise their rights of access, rectification, cancellation or opposition, by letter or email to the File: carmen.gallego@viasur-andalucia.com

7. INTELLECTUAL PROPERTY

The entire contents of this site, unless otherwise noted, are owned by Viasur and/or have been granted by third parties to Viasur and, by way of example, but not limited to, text, illustrations, photographs, images, trademarks, trade names, service marks, graphics, logos, buttons, software files, color combinations, and the structure, selection, arrangement and presentation of its contents are protected by laws on intellectual property. Reproduction, distribution, marketing, public communication and transformation is prohibited.

Therefore you acknowledge that the reproduction, distribution, marketing, processing, and in general any other form of exploitation, by any means, of all or part of the contents of the Website constitutes an infringement of Intellectual Property Rights of Viasur, or the owner thereof.

By accepting these conditions, should any reviews, images, videos or comments be entered on the Website, it is agreed to assign to Lecrin Valley Holidays S.L. the non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable, to use, reproduce, modify, adapt, publish, translate, create derivative works, distribute and display such reviews, images, videos and comments throughout the world in any media. Lecrin Valley Holidays S.L. also reserves the right to use the name that accompanies such review or comment, if any, in connection with such review or comment.

8. LAW AND JURISDICTION

These conditions are governed by Spanish law. In the event of any dispute arising from the use of the services offered, content of the website as well as the interruption or performance of these conditions, the parties expressly waive any other jurisdiction, and submit to the jurisdiction of Courts of Granada.