

## GENERAL CONTRACTING CONDITIONS

This contractual document will govern the contracting of products and services through the website [[[www.miluna.es]], property of NIRBUNJATIS EXPERIENCE SL.

Company name: NIRBUNJATIS EXPERIENCE SL NIF:  
B66773896

Registered office: CAMINO DE VALDECARRETAS, PLOT 364, 45919 HORMIGOS  
(TOLEDO) Phone: 925679229 e-mail:info@miluna.es

Registered in the Mercantile Registry of Barcelona in Volume 45375, Folio 188, Page 48726

Acceptance of this document implies that the USER:

- You have read, understood and comprehend what is stated herein.
- It is a person with sufficient capacity to contract
- Assume all obligations set forth herein.

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

NIRBUNJATIS EXPERIENCE SL informs that the business is responsible and aware of 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.

### Purpose of the contract

The purpose of this contract is to regulate the contractual relationship between NIRBUNJATIS EXPERIENCE SL and the USER at the time when the latter accepts during the online contracting process, the rental of properties for temporary accommodation.

The contractual relationshipThe booking of accommodation entails the rental of the chosen property for a limited time, in exchange for a certain price and publicly displayed on the website. Extra services must be contracted at the time of booking.

### Contracting procedure

In order to access the services or products offered by NIRBUNJATIS EXPERIENCE SL, the USER must follow the steps of the purchase process that the website indicates. If you have any questions, you can always contact the establishment. 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 current regulations on personal data protection, Regulation (EU) 2016/679 of April 27, 2016 (GDPR) on the protection of natural persons with regard to the processing of personal data and the free circulation of these data and Organic Law (ES) 15/1999 of December 13 (LOPD) on the protection of personal data and detailed in the Legal Notice and Privacy Policy of this website.

Please be advised that in accordance with the requirements of Article 27 of Law 34/2002 on Information Society Services and Electronic Commerce (LSSICE), the contracting procedure will follow the following steps:

1. General contracting clauses.
2. Reservation and payment process
3. Cancellations.
4. Claims.
5. Competence.

6. General information about the offer.
7. Price and validity period of the offer.
8. Purchasing process.
9. Data protection
10. Applicable law and jurisdiction.

## 1. GENERAL CONTRACTING CLAUSES

Unless otherwise stipulated in writing, placing an order with NIRBUNJATIS EXPERIENCE SL will imply acceptance by the USER of these legal conditions. No stipulation made by the USER may differ from those of NIRBUNJATIS EXPERIENCE SL if it has not been expressly accepted in advance and in writing by NIRBUNJATIS EXPERIENCE SL.

## 2. RESERVATION AND PAYMENT PROCESS

Our automatic availability and price calculation system will allow you to choose the room you are interested in and immediately make the online payment of 100% of the rental price.

Booking confirmation: Once 100% payment has been made, the booking will be confirmed instantly and you will immediately receive an email with all the details (contact person details, dates etc.)

Online payment security: NIRBUNJATIS EXPERIENCE SL is committed to protecting USER data to the maximum extent possible.

### Inputs and outputs

The entrances and exits of our accommodations are:

Tickets: From 3:00 p.m. to 8:00 p.m. (CAMINO DE VALDECARRETAS, PLOT 364 - HORMIGOS 45919 (TOLEDO)).

Before 3:00 pm your accommodation will not be available. If you arrive earlier, please call us so we can leave your luggage.

For arrivals after 20:00, please contact the property directly. The property does not have a 24-hour reception and cannot guarantee check-in after 22:00.

Upon arrival at our establishment and in accordance with current legislation, you must give us the reservation form or show us confirmation of it or simply identify yourself with a valid identity document and we will proceed to check the occupants of said reservation.

We authorize your credit card upon check-in to ensure that there are sufficient funds to pay your final bill -- any extra charges, additional services contracted but not paid for, or any incidents during the use of the facilities and amenities we make available to you -- and we keep this amount throughout your stay. The amount we verify will be €100 per night.

The accommodation is left clean. Bath towels and sheets per person are included in the rental price.

Departures: Check-out time must be before 12:00 am. Before leaving, you must go to reception to communicate your departure and to confirm that everything is in order.

### Client Responsibilities

The client agrees to respect the Community regulations. During the hours of rest from 10:00 p.m. to 9:00 a.m., it is not

permitted to use the rooms for party celebrations or to make noise. Under no circumstances is it permitted to occupy the accommodation by more people than those established in its maximum capacity.

The use of electricity and water must be rational.

Smoking is not permitted inside the rooms.

Pets are not allowed.

Children under 10 years old are not allowed.

Rooms not adapted for disabled people

The pool is open from 10:00 to 19:00. It is forbidden to nail objects such as parasols, awnings, etc., or to use inflatable mattresses inside the pool.

Minors under 16 years of age must always be accompanied by their parents and under their responsibility.

The person holding the contract is responsible for the correct behaviour of all its occupants; otherwise, NIRBUNJATIS EXPERIENCE SL reserves the right to expel the occupants of the accommodation, without the right to future claims or any type of compensation.

Neither NIRBUNJATIS EXPERIENCE SL nor the owner will be responsible for any direct or indirect damage that may be caused as a result of misuse of the accommodation, including but not limited to: damage, loss due to fire, theft, crime, accidents or other types of damage.

### 3. CANCELLATIONS (RIGHT OF WITHDRAWAL)

NIRBUNJATIS EXPERIENCE SL will only accept reservation cancellations in writing by e-mail: [info@miluna.es](mailto:info@miluna.es)

- The client must pay the full amount (100%) of the reservation.
- The modification and refund policy is subject to the contracted rate.
- The extra services policy is subject to the details in our "Services" section.

Gift Boxes:

The amount of the gift box must be paid in full.

To activate the gift box, you can use the code on our website or contact us at +34 925.679.229.

The gift box is valid for one year from the date of purchase, and can be chosen on any day except February 13, 14 and December 24, 31 in the "All Year" option.

The "Sunday to Thursday" gift boxes do not include the days mentioned above, as well as public holidays and eves.

Returns of items purchased within any gift box are not accepted.

If the client calls more than 15 days before arrival, he/she will have the possibility to change the date of the reservation only once. If the client calls less than 15 days before arrival, the date cannot be changed.

The gift box date change insurance will only allow the modification of the reservation date, with up to 72 hours' notice on one occasion. In no case will it allow the refund of the amount of the gift box.

Only one insurance policy may be purchased per code. The gift code must be presented at check-in.

### 4. COMPLAINTS

Our goal is for our clients to have a pleasant stay.

If during the rental period any breakdown occurs in the electrical installations or appliances, the USER must immediately notify NIRBUNJATIS EXPERIENCE SL to resolve these incidents as soon as possible.

In the event of force majeure (damage caused by water, fire, wind, etc.) NIRBUNJATIS EXPERIENCE SL will seek solutions

to ensure that guests have a room as comfortable as possible. In this case, NIRBUNJATIS EXPERIENCE SL will refund the full amount paid.

NIRBUNJATIS EXPERIENCE SL  
VALDECARRETAS ROAD, PLOT 364 - HORMIGOS 45919 (TOLEDO)  
Phone: 610006503

Mail: info@miluna.es

The user will have a complaints form if they wish to use it.

## 5. COMPETENCE

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

If any provision of these conditions is deemed void or unenforceable, the validity, legality and enforceability of the remainder shall not be affected in any way, nor shall they be modified in any way.

The USER declares to have read, know and accept these General Conditions in their entirety.

## 6. GENERALITIES OF THE OFFER

All sales and deliveries made by NIRBUNJATIS EXPERIENCE SL shall be deemed to be subject to these General Conditions.

No modification, alteration or agreement contrary to the Commercial Proposal of NIRBUNJATIS EXPERIENCE SL or stipulated herein will have any effect, unless expressly agreed in writing signed by NIRBUNJATIS EXPERIENCE SL, in which case, these particular agreements will prevail.

Due to the continuous technical advances and product improvements, NIRBUNJATIS EXPERIENCE SL reserves the right to modify its specifications with respect to 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.

## 7. PRICE AND VALIDITY PERIOD OF THE OFFER

The prices that are indicated for each product include Value Added Tax (VAT) or other taxes that may be applicable and will be expressed in EURO currency.

The prices applicable to each property are those published on the website. The USER assumes that the economic value of some of the services may vary in real time. Prices may change daily until the reservation is made.

Any payment made to NIRBUNJATIS EXPERIENCE SL entails the issuance of an invoice in the name of the registered USER or the company name that he/she has provided at the time of booking. 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 NIRBUNJATIS EXPERIENCE SL customer service phone number 610006503 or via email to the address info@miluna.es .

## 8. PURCHASE PROCESS

### Search for the property

Our website has a search system using different parameters to help you choose your accommodation. Types of reservations:

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

Price not available: If the price of the service is not available, the USER will be informed as soon as possible by email or telephone.

### **Reservation (purchase request)**

From the Online Booking section, you can consult the description and characteristics of the accommodation, the included services, the optional services (extras) and the specific conditions of each property.

The final price will be calculated based on the selected check-in and check-out dates and the extra services chosen.

## **9. DATA PROTECTION AND LEGAL NOTICE**

The USER must freely and voluntarily provide the personal data that will be requested, which will be treated in accordance with the provisions of Regulation (EU) 2016/679 of April 27, 2016 (GDPR) and Organic Law 3/2018 of December 5 (LOPDGDD), regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data and detailed in the Legal Notice and Privacy Policy of this website. However, below, we provide you with the following basic information on the processing of your personal data:

- Responsible: NIRBUNJATIS EXPERIENCE SL
- Purpose: To provide the requested services, as well as the sending of commercial communications about our products and/or services;
- Legitimation: Execution of a contract and legitimate interest in sending you commercial communications, although your consent may also be requested to send you such communications;
- Conservation: For the time necessary to maintain the purpose of the treatment, you may stop receiving our commercial communications if you object or withdraw your consent at any time;
- Recipients: No data will be transferred, except by legal obligation and those necessary to provide the service;
- Rights: You can exercise the rights of access, rectification, portability, deletion, limitation and opposition and the right to claim at [agpd.es](http://agpd.es)
- Address to exercise the rights: NIRBUNJATIS EXPERIENCE SL CAMINO DE VALDECARRETAS, PARC 364 - 45919 HORMIGOS (Toledo). Email: [info@miluna.es](mailto:info@miluna.es)

In the Privacy Policy of this website you can find out more about the processing of your personal data on this website. In the Legal Notice of this website you can find out about the general conditions of use, as well as the rights and obligations of the user and the owners of this website.

The Privacy Policy and the Legal Notice are incorporated into these General Terms and Conditions from this section.

## **10. APPLICABLE LAW AND JURISDICTION**

These conditions shall be governed or interpreted in accordance with Spanish law in all matters not expressly stated. NIRBUNJATIS EXPERIENCE SL and the USER agree to submit any dispute that may arise from the provision of the products or services subject to these Conditions to the courts and tribunals closest to the USER's domicile.

In the event that the USER resides outside of Spain, NIRBUNJATIS EXPERIENCE SL and the USER expressly waive any other forum, submitting to the Spanish jurisdiction established in the previous paragraph.