



## E-COMMERCE (ACCOMMODATION RESERVATIONS)

### GENERAL TERMS AND CONDITIONS

This contractual document will govern the contracting of accommodation bookings through the website <https://thefarm-marbella.com/>, owned by Elmar 2014, S.L. under the trademark The Farm Marbella, hereinafter, **PROVIDER**, whose contact details also appear in the Legal Notice of this Website.

These Conditions can be modified at any time. It is the responsibility of the **USER** to read them periodically, since those in force at the time of the booking will be applicable.

The contracts will not be subject to any formality except for the cases expressly indicated in the Civil and Commercial Codes and in this or other special laws.

Accepting this document implies that the USER:

- Has read and understood the above.
- Is a person with sufficient capacity to enter into contract.
- Assumes all the obligations set forth herein.

These conditions will be valid indefinitely and applicable to all orders submitted through the PROVIDER's website.

The PROVIDER informs that the business is liable and understands the current laws of the countries to which it offers its services and reserves the right to unilaterally modify the conditions, without affecting the goods or promotions contracted prior to the modification.

#### Identity of the contracting parties

On the one hand, the PROVIDER of the **accommodation booking service** contracted by the USER, Elmar 2014, S.L., whose registered address is at C/ Chinchilla, 2 - 29600 MARBELLA (MÁLAGA), TIN B93344844 and telephone number for customer/USER service 667487828.

And on the other hand by the USER, registered on the website by means of **a user name and password**, for which they have full responsibility of use and guard, and is responsible for the truthfulness of the personal data given to the The Farm Marbella.

#### Purpose of the contract

The purpose of this contract is to regulate the contractual relationship between the PROVIDER and the USER, at which time the USER accepts **the rental of temporary accommodation** during the online contracting process.

The contractual relationship of booking accommodation involves the rental of the **chosen property**, for a limited time, in exchange for a determined price that is publicly displayed through the website. **Extra services must be added at the time of booking.**

#### Contracting procedure



The USER, in order to access the services offered by the PROVIDER, must **be an adult and register on the website by creating a user account**. For this reason, the USER must freely and voluntarily provide the personal data required, which will be processed in accordance with the provisions of Regulation (EU) 2016/679 of 27 April (GDPR) and the Organic Law 3/2018 of 5 December (LOPDGDD), as detailed in the Legal Notice and Privacy Policy found on this website.

The USER **selects a user name and password**, committing to use them diligently and to not make them available to third parties, as well as to communicate to The Farm Marbella their loss or theft or possible access by an unauthorised third party, so that the PROVIDER can proceed to immediately block them.

Once the user account has been created, we inform you that, in accordance with the requirements of Article 27 of Spanish Law 34/2002 on Services of the Information Society and E-Commerce (LSSICE), the following steps will be followed during the contracting procedure:

1. General contracting clauses.
2. Activation of reservations.
3. Right of withdrawal (cancellations).
4. Online claims and dispute resolution.
5. Force majeure.
6. Competency.
7. General information of the offer.
8. Price and period of validity of the offer.
9. Shipping costs.
10. Payment methods, charges and discounts.
11. Purchase process.
12. Suspension or termination of the contract.
13. Guarantees and refunds.
14. Applicable law and jurisdiction.

## **1. GENERAL CONTRACTING CLAUSES**

Unless otherwise stipulated in writing, placing a reservation with the PROVIDER shall imply the acceptance by the USER of these legal terms and conditions. No stipulation made by the USER may differ from those made by the PROVIDER unless expressly accepted in advance and in writing by the PROVIDER.

## **2. ACTIVATION OF RESERVATIONS AND PAYMENT**

The PROVIDER will not book the accommodation until it has been verified that payment has been made.

**The automatic availability and price calculation system allows the USER to choose the accommodation they are interested in and immediately pay 40% of the rental price online or, alternatively, they can make a bank transfer within a maximum period of 48 hours.**

**Once the registration for the purchase of a service is received, by credit card or bank transfer, through the website, the PROVIDER will send an email to confirm the reservation.**

The PROVIDER shall inform the USER in advance of the procedure to be followed when booking.

## **Deposits**



The Farm Marbella has three types of deposits ranging from 200 € to 500 €. If the tenants are a group of young people, they must each pay 50 €, totalling a minimum of 250 €.

The payment of the deposit will be made in cash at the time of accessing the accommodation. Upon departure from the accommodation, after inspection of the same, the deposit will also be returned in cash.

Any damage to the accommodation will result in an amount being deducted from the deposit.

### **Failure to carry out the remote contract**

In the event that the PROVIDER has not activated the reservation 30 days after the date of registration, due to unavailability, the USER must be informed and will be entitled to cancel the reservation and will receive a refund of the total amount paid at no additional cost, and without any liability for damages attributable to the PROVIDER.

In the event of unjustified delay by the PROVIDER with respect to the refund of the total amount, the USER may claim payment of double the amount due, without prejudice to their right to be compensated for damages suffered beyond that amount.

The PROVIDER will not accept any liability if the activation of the service is not fulfilled because of false, inaccurate or incomplete information provided by the USER.

### **3. RIGHT OF WITHDRAWAL (cancellations)**

**Withdrawal form:** <https://the-farm-marbella.com/withdrawal-form.pdf>

The USER has the same rights and period to return and/or report possible flaws or defects in the service online as they do offline.

The PROVIDER must be informed of any return, with the [request for a return number through the form provided for this purpose, or by emailing \[carolina@the-farm-marbella.com\]\(mailto:carolina@the-farm-marbella.com\)](#), indicating the corresponding invoice number or order number. In the event of a refund, the USER may be penalised for the concepts indicated below:

- If the reservation is cancelled within 30 days of the arrival date, The Farm Marbella will refund 50% of the reservation deposit to the client.
- If the reservation is cancelled after 30 days prior to the arrival date, the total amount of the reservation (100%) will not be refunded.

### **4. ONLINE CLAIMS AND DISPUTE RESOLUTION**

Any complaint that the USER deems appropriate should be dealt with as soon as possible, and can be made by contacting the following contact addresses:

The Farm Marbella  
C/ Chinchilla, 2 - 29600 MARBELLA (MÁLAGA)  
Telephone number: 667487828  
Email: [carolina@the-farm-marbella.com](mailto:carolina@the-farm-marbella.com)

If during the rental period there is any breakdown in the facilities or to electrical appliances, the USER must immediately notify The Farm Marbella to resolve these incidents as soon as



possible.

In case of force majeure (water damage, fire, etc.) The Farm Marbella will provide a similar replacement accommodation. If no such accommodation is available, The Farm Marbella will refund the total amount paid.

### **Online Dispute Resolution (ODR)**

In accordance with Article 14.1 of Regulation (EU) 524/2013, the European Commission provides a free access platform for the resolution of online disputes between the USER and The Farm Marbella through the intervention of a third party, called the Dispute Resolution Body, which acts as an intermediary between them, eliminating the need to resort to a court of law. This is a neutral body which will consult both parties in order to reach an agreement, and may ultimately 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 shall not be liable for any fault due to any greater cause. Fulfilment of the obligation shall be delayed until after the end of the case of force majeure.

**COVID-19: If due to mobility restrictions or any other reason related to the consolidated rules in the COVID-19 code, the USER is unable to travel he/she will have the possibility to use his/her reservation until ..... or a new date proposed by the PROVIDER.**

### **6. COMPETENCY**

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

If any of the terms and conditions are considered null or impossible to fulfil, the validity, legality and fulfilment of the remaining terms and conditions shall not be affected or modified in any way.

The USER declares to have read, understood and accepted these General Terms and Conditions in their entirety.

### **7. GENERAL INFORMATION OF THE OFFER**

The details of each reservation, such as accommodation and meals, are informed to the USER in their respective description on the website.

All sales and deliveries made by The Farm Marbella are subject to these General Conditions.

No modification, alteration or agreement contrary to the Commercial Proposal of The Farm Marbella or stipulated herein shall take effect, unless expressly agreed in writing and signed by The Farm Marbella, in which case, these particular agreements shall prevail.

Given the continuous technical advances and product improvements, The Farm Marbella reserves the right to modify its specifications with respect to the information provided in its advertisements, as long as it does not affect the value of the services offered. These changes



shall also apply in the event that, for any reason, the possibility of supplying the services offered is affected.

## Check-in and check-out

Check-in and check-out take place on Saturdays.

**Check-in:** Keys can be collected from our offices in C/ Chinchilla, 2 - 29600 MARBELLA (MÁLAGA) between 17:00 and 20:00.

- The accommodation will not be available before 17:00.
- In case of early arrival, you can call and leave your luggage at the agency.
- For those arriving between 20:30 and midnight, there will be an additional cost of 70 €.
- No arrivals are accepted later than midnight; these will be postponed until 8:00 the following day.

Upon arrival at the agency, and in accordance with current legislation, the USER must provide the booking confirmation and the IDs of all the occupants will be checked.

Then, the user will sign a rental contract and pay the remaining 60% of the rent plus a 20 €; management fee and a tourist tax of 0.50 € per day of stay for each person aged over 16, for a maximum of 7 days. (Spanish Law 5/2012 of 20/3/12. Official Journal of the Government of Catalonia (D.O.G.C.) no. 6094 of 23/03/12) and the deposit. You can pay by credit card or cash. Deposits will always be paid in cash.

The accommodation shall be handed to you clean and equipped with all utensils and kitchenware. Bath towels and sheets for each person are included in the rental price.

**Check-out:** Check-out is from 8:00 to 10:00. A person from the agency will come to the accommodation at the agreed time to inspect the condition of the apartment, collect the keys and return your deposit.

At the agreed check-out time, tenants must be ready and packed, and the apartment must be tidied and cleaned.

## Extra services

If the USER is interested in hiring an extra service, he/she must do so at the time of booking:

### Cleaning

- 1-bedroom accommodation: 50.00 €
- 2-bedroom accommodation: 60.00 €
- 3-bedroom accommodation: 70.00 €
- 4 bedroom accommodation 80.00 €
- Private house (semi-detached) 110.00 €
- Individual detached house 160.00 €

### Cots

- Cots can be rented for 60.00 €.

### High chairs



- High chairs can be rented for 45.00 €

#### Fold-out beds

- Fold-out beds can be rented for 70.00 €

There are accommodations that allow pets. For their authorisation you must inform The Farm Marbella at the time of booking.

### **Customer Responsibilities**

The USER commits to respecting Community regulations. No parties or excessive noise during rest hours, between 22:00 and 9:00. In no case is it permitted to occupy the accommodation with more people than the maximum capacity.

The use of electricity and water must be rational.

It is forbidden to hang towels and clothes on balcony railings.

Opening times for the swimming pool are set by each Community. Generally, the swimming pool can be used between 10:00 and 21:00. It is forbidden to fix objects such as parasols, awnings, etc. into the grass or to use inflatables in the pool.

Parents must always accompany their children and be responsible for them.

The USER is responsible for ensuring all occupants behave appropriately. Otherwise, the PROVIDER reserves the right to evict the occupants from the accommodation, without any right to future claims or compensation.

Neither The Farm Marbella nor the owner shall be liable for any direct or indirect damage that may arise from the misuse of the accommodation, including but not limited to damage, loss due to fire, theft, crime, accidental or other damage.

### **8. PRICE AND PERIOD OF VALIDITY OF THE OFFER**

The prices indicated for each package tour include Value Added Tax (VAT). These prices, unless expressly stated otherwise, do not include tourist taxes, travel insurance, shipping, handling, packaging or any other additional services and attachments to the service purchased.

The prices applicable to each property are those published on the website and shall be shown in Euros. The USER accepts that the economic valuation of some of the services may vary in real time. Prices may change daily as long as no booking is made.

Any payment made to The Farm Marbella entails sending an invoice with consent (art. 63.3 RD 1/2007) in the name of the registered USER or in the business name provided at the time of booking. This invoice will be delivered to the USER at the end of their stay, once all contracted services have been paid for.

For any questions about the booking, the USER may contact the The Farm Marbella customer services by calling 667487828 or by emailing [carolina@thefarm-marbella.com](mailto:carolina@thefarm-marbella.com).



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## 9. SHIPPING COSTS

There are no shipping costs.

## 10. PAYMENT METHODS, CHARGES AND DISCOUNTS

The PROVIDER is responsible for economic transactions and accepts the following payment methods for orders:

- Bank transfer.
- Credit card: payment by credit card will not be accepted if it exceeds ..... €.

### Security measures

The website uses generally accepted information security techniques within the industry, such as SSL, data entered in secure page, firewalls, access control procedures and cryptographic mechanisms, with the aim of preventing unauthorised access to data. To achieve these purposes, the USER agrees that the PROVIDER will obtain data for the purpose of the corresponding access control authentication.

The PROVIDER undertakes not to allow any transaction that is or is considered illegal by the credit card brands or the acquiring bank, which may or has the potential to damage their goodwill or negatively influence them.

The following activities are prohibited by the card brands' programmes: the sale or offer of a product or service that does not comply with all laws applicable to the Buyer, Issuing Bank, Merchant or Cardholder.

## 11. PURCHASE PROCESS

The website has a search system with different parameters to facilitate the choice of accommodation. Types of reservations:

- Reservations with immediate confirmation: The minimum price of the service is stipulated on the website. You can book on-line 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.

Select the dates of arrival and departure, the people staying (adults and children) and the extra services chosen and add to the basket. In the basket you can only view the selected services, quantity, price and total cost. Once the basket has been saved, the taxes, charges and discounts will be calculated according to the details entered.

Baskets have no administrative link, it is only a section where you can simulate an order without any commitment from either party.

Follow the steps below to correctly place an order from the basket:

1. - Confirm billing details.
2. - Check the reservation (dates, services...).
3. - Select payment method.
4. - Place your order (buy).



Once the order has been processed, the system **instantly** sends an email to the PROVIDER's management department and another to the e-mail of the USER confirming that the order has been placed.

**Within a maximum of 24 hours, on working days, an email will be sent to the USER confirming the status of the reservation, as well as all the relevant information.**

In the on-line Reservation section, you can consult the description and characteristics of the accommodation, the services included, the optional services (extras) and the particular specifications of each property.

## **12. SUSPENSION OR TERMINATION OF THE CONTRACT**

If any of these terms and conditions should be deemed unlawful, void or for any reason unenforceable, the term in question shall be deemed severable and shall not affect the validity and enforceability of any remaining terms and conditions.

The PROVIDER may, without prior notice, suspend or terminate the USER's access to the accommodation and extra services, in whole or in part, for any valid reason, including, without limitation, where USER fails to comply with or follow any of the obligations set forth herein or any applicable provision of law, license, regulation, directive, code of practice or usage policies.

Where the PROVIDER exercises any of its rights or powers under this Clause, such exercise shall not prejudice or affect the exercise of any other right, power or remedy which may be available to the PROVIDER.

## **13. GUARANTEES AND REFUNDS**

The guarantee of the services offered will respond to the following articles based on the Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws:

### **Conformity of services with the contract**

1. Unless there is proof to the contrary, products shall be deemed to conform with the contract provided that they fulfil all the requirements set out below, unless the circumstances of the case deem any of them inapplicable:

- a) They match the description given by The Farm Marbella.
- b) They are fit for the purposes for which similar services are ordinarily intended.
- c) They are fit for any special use required by the customer when they have informed The Farm Marbella when the contract is executed, provided that they have accepted that the service is fit for such use.
- d) They demonstrate the usual quality and performance of similar services which the customer can reasonably expect, particularly with regard to the nature of the product and, where appropriate, the descriptions of the services' specific features made by The Farm Marbella.
- e) The Farm Marbella describes the details, specifications and photographs of the



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accommodation as provided by the owners, and is not bound by these public statements.

2. Non-conformity resulting from a service that was not performed or provided shall be treated as non-adherence to the contract, provided that the responsibility for the service lies with The Farm Marbella or is under its responsibility. On the other hand, when the service not performed or provided is due to negligence or malpractice on the part of the USER, it shall not be considered to be non-adherence on The Farm Marbella's behalf, who shall be deemed to have complied with the terms of the contract.

3. No liability shall be accepted for any non-conformity that the USER is aware of or was unable to overlook when entering into the contract, or which is caused by information provided by the USER.

### **The Farm Marbella's liability**

The PROVIDER will respond to the USER regarding non-conformity that exists at the time of check-in to the accommodation. The Farm Marbella grants the USER the right to repair the service, to replace it, to reduce the price and to terminate the contract.

### **Repair and replacement of the accommodation service**

1. If the accommodation service is not in compliance with the contract, the USER may choose to demand its repair or replacement, unless one of these options is impossible or disproportionate. As soon as the USER notifies The Farm Marbella of the chosen option, both parties must abide by it. The USER's decision is respected without prejudice in the following cases: the repair or replacement fails to bring the service into compliance with the contract.

2. Any form of remedy which imposes on The Farm Marbella costs which are unreasonable in comparison with the other form of remedy shall be considered disproportionate, taking into account the value that the service would have if there were no lack of conformity, the relevance of the non-conformity and whether the alternative remedy could be carried out without major inconvenience to the USER.

Repair and replacement shall comply with the following rules:

The necessary expenses incurred to correct the non-conformity of the contracted services will be at no cost to the USER.

They will be carried out within a reasonable period of time and without major inconveniences for the USER, taking into account the nature of the products and their purpose for the USER.

If, after the repair has been completed and the property has been handed over, it is still not in conformity with the contract, the USER may demand a replacement, a discounted price or termination of the contract.

If the replacement fails to bring the property into conformity with the contract, the USER may demand it be repaired, a discounted price or termination of the contract.

### **Price reduction and contract termination**

The reduction of the price and the termination of the contract shall be carried out at the USER's discretion when they are unable to demand the product's repair or replacement and in cases



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where the repair or replacement has not been carried out within a reasonable period of time or without major inconvenience for the USER.

The decision shall not apply when the non-conformity is of minor importance.

### **Price reduction criteria**

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

### **Times**

Unless there is evidence to the contrary, check-in will be on the date that appears in the booking.

The USER must inform The Farm Marbella of any non-conformity the moment that they become aware of it or by the end of their stay, at the very latest.

Unless proven otherwise, it shall be understood that the USER has communicated the non-conformity within the established period.