

GENERAL CONTRACT CONDITIONS

Company details

Estanyol Rural S.A.
Address: Passeig de Manuel Girona, 80, 2B
08034 Barcelona
NIF [Fiscal Identification Number]: A17109596
Phone: +34 630 463 879 / +34 600 256 534
E-mail: info@estanyolrural.com / admin@estanyolrural.com

General contract conditions of Estanyol Rural S.A., hereinafter referred to as Estanyol.

Catalonia Tourism Registry

Estanyol has 2 rural properties registered in the Catalonia Tourism Registry:

- Mas Grau PG-000111
- Mas Roca HUTG-024.600

Estanyol calendar

High season:

- June to September inclusive.
- Christmas, New Year's Eve, Kings, Easter and holidays.

Low season:

- The rest of the year.

1. Form of payment

High season / Mid season:

1. Pre-booking: In order to make a pre-booking more than 4 months in advance, you will be required to pay a deposit of 30% of the final price. If, after 3 days, there is no evidence of payment, Estanyol reserves the right to cancel your pre-booking without prior notice. Estanyol will confirm your pre-booking by email.

In case of cancellation, the payment and deposit will be refundable when such cancellation has been reliably communicated and with more than 4 months advance notice.

2. Booking confirmation: Three months before the date, if you have made a pre-booking, you will be required to pay 40% of the final price. If you have not made a pre-booking, you will have to pay 70% of the final price. Estanyol will send you an email confirming your booking, along with a personal data form which, by legal requirement, must be completed and signed by all those included in the booking.

In case of cancellation, the amounts paid will not be refundable.

3. Payment of the remaining 30% upon arrival in Estanyol: The Rural Tourism Accommodation tax (Taxa d'Allotjament de Turisme Rural) is included in the price, and will be € 0.50 per night and per person over 16 years, with a maximum of 7 nights.
In case of cancellation, the amounts paid will not be refundable.
All prices include VAT.

Low season:

1. Pre-booking: In order to make a pre-booking more than 2 months in advance, you will be required to pay 30% of the final price. If, after 3 days, there is no evidence of payment, Estanyol reserves the right to cancel your pre-booking without prior notice. Estanyol will confirm your pre-booking by email.
In case of cancellation, the payment and deposit will be refundable when such cancellation has been reliably communicated with more than 2 months advance notice.

2. Booking confirmation: one month before the date, if you have pre-booked, you will be required to pay 40% of the final price. If you do not have a pre-booking, you will be required to pay 70% of the final price. Estanyol will send you an email confirming your booking, along with a personal data form which, by legal requirement, must be completed and signed by all those included in the booking.
In case of cancellation, the amounts paid will not be refundable.

3. Payment of the remaining 30% upon arrival in Estanyol: The Rural Tourism Accommodation tax (Taxa d'Allotjament de Turisme Rural) is included in the price, and will be € 0.50 per night and per person over 16 years, with a maximum of 7 nights.
All prices are inclusive of VAT.

2. Changes to your booking

Only in low season will changes to the booking (dates) be accepted, and only when there are more than 25 days prior to arrival. In no case will postponements to the arrival date be accepted or will monies be held over for future reservations.

Where the same house is available, Estanyol can bring forward the day of arrival. If this is not possible or does not suit the client, the reservation will be considered cancelled. In case of cancellation, the amounts paid will not be refundable.

For minor changes such as: animals, additional or fewer guests, cot hire and other supplementary services, contact Estanyol directly to modify the reservation.

3. Refunds for early departure

If the client leaves the house early, they will have to pay the total amount for the remaining days.

4. Arrivals and departures schedules

- The arrival time is from 5.00 pm to 8.00 pm.
- The departure must be made before 12 noon.
- On Sundays in low season you can enjoy the "late check-out", departing at 5.00 pm.

At the client's request, the return of keys can be made through the coded boxes located at the entrance to the houses of Estanyol.

5. Cancellation of reservation

High season / mid-season:

- The cancellation of a reservation with due notification more than four months in advance, will entitle reimbursement of the payment and deposit.
- The cancellation of a reservation notified less than 4 months in advance, will entail the loss of the total payment and deposit.
- The same cancellation criteria will apply in cases of force majeure and circumstances beyond the control of the client.

Low season:

- The cancellation of a reservation with due notification more than 2 months in advance, will entitle reimbursement of the payment and deposit.
- The cancellation of the reservation with less than 2 months advance notice will entail the loss of the total payment and deposit.
- The same cancellation criteria will apply in cases of force majeure and circumstances beyond the control of the client.

6. Obligations of the client

The occupancy of the house will be limited to the number of people as stated in the reservation, including children (those without their own cots and are more than 2 years old) who will be included as persons for the purposes of occupancy. Estanyol has the right to deny admission to the house if the number allowed is exceeded. If it is detected that during the stay there is a greater number of people than the number authorised, the reservation will be automatically cancelled and the occupants may be evicted.

The customer is obliged to leave the house tidy and presentable. This includes (as a guideline) that the crockery must be clean and put away in its place, the refrigerator must be emptied of food and the rubbish put out. If the client does not leave the accommodation in the aforementioned state, Estanyol reserves the right to recover any extra cleaning expenses from the deposit.

The client must respect the neighbours. In case of negligence or inappropriate behaviour, Estanyol reserves the right to cancel the reservation with immediate effect and without prior notice. In this case, Estanyol will not be obliged to return the amount paid by the client. For the welfare of the neighbours, any "discotheque" type of celebration will not be allowed.

7. Identification of customers

The client must state the number of people included in the reservation, only this number of people having the right to occupy the accommodation. It is also necessary to communicate to the establishment if they receive occasional visits from third parties during the stay.

By law (Article 5.2 of Decree 164/2010), it is required that all accommodated persons over 14 years old are registered and that this is communicated to the General Directorate of Police. The required details to be provided are: full name, date of birth, DNI [National Identity Number], date of arrival, nationality and signature.

We provide you with a file that will facilitate the task of providing us with the data. Once this has been completed, you can send it to the establishment by email: **customer identification file**.

8. Deposit

The deposit is to be paid upon arrival with Estanyol, and amounts to € 500 to be paid in cash or with a credit/debit card. The deposit will be returned within a maximum period of 7 days from the date of departure, to allow for the state of the accommodation to be checked. If the deposit has been charged to a credit/debit card, it will be returned to the same card; if it has been paid in cash, it will be returned via bank transfer to the account number provided.

In the case of damage; leaving the house dirty, not disposing of garbage, throwing cigarette butts on to the floor of the house or in the garden, throwing objects in the pool or misusing the same, allowing dogs on the sofas, using blankets for dogs and any improper use of the house which entails additional cleaning hours, Estanyol reserves the right to withhold the relevant amount to cover the cost of the damages caused or of the additional cleaning hours. In case of damages exceeding that amount, Estanyol will take the appropriate legal action.

In case of outstanding payment for bills relating to contracted services, Estanyol reserves the right to withhold the relevant amount to cover the cost of the same.

9. Inventory of the house

The houses have the necessary utensils for the people who occupy them. If at the time of arrival it is observed that any item of the inventory is missing (glasses, dishes, etc.) this must be communicated to Estanyol. In the same way, if during your stay, any item of the inventory is broken, you must communicate it to Estanyol, who may charge for its replacement.

- Mas Grau Inventory: [Annex 1](#)
- Mas Roca Inventory: [Annex 2](#)

10. Confirmation of the reservation

Any reservation made through Estanyol, by any means, will be personally checked manually to ensure that all aspects of the pre-booking and reservation are correct (price, occupation and nature). Once the pre-booking has been checked, or if the booking is made and the payment has been received from the customer, a confirmation email of the pre-booking or booking will be sent, if applicable. The pre-booking and reservation are considered confirmed by Estanyol once the customer receives the confirmation of pre-booking and reservation and, in all cases, not before.

If there is any irregularity in the reservation and this is not accepted by Estanyol, the client will be entitled to reimbursement of the amount paid on account.

11. Houses with swimming pool, jacuzzi, sauna and Turkish bath

The houses have a pool, which will be open from Easter until the last weekend of October.

Swimming pool regulations:

- The pool is not completely enclosed. It is the responsibility of the parents to supervise minors, both during bathing hours and out-of-hours.
- There is no lifeguard.
- Children under 14 must not swim alone. They must always be accompanied by an adult.
- The pool is for the exclusive use of Estanyol's customers.
- Showering is required before bathing.

Jacuzzi regulations:

- The jacuzzi is not completely enclosed. It is the responsibility of the parents to supervise minors, both during bathing hours and out-of-hours.
- There is no lifeguard.
- Children under 14 must not swim alone. They must always be accompanied by an adult.
- The jacuzzi is for exclusive use by Estanyol customers.
- Showering is required before bathing.
- Bathing with sun cream, oils, soap or any similar product is not allowed in the jacuzzi.

Sauna and Turkish Bath Regulations:

- Before starting a sauna or steam room session, you must have rested for between 15 and 30 minutes.
- It is not advisable to enter after carrying out any physical exercise, such as any type of sport, thus facilitating the reaction of the body to the heat.
- Users must take a towel with them into the sauna.
- Users must be in good physical condition in order to enjoy this service, Estanyol declining any liability for any accidents in the sauna or steam bath.
- For reasons of hygiene, cutting hair or nails is prohibited.
- It is advisable to take a sauna or steam bath between 2 and 4 hours after a meal.
- Saunas or Turkish baths should not be taken when your feet are cold. For this reason, is advisable to take a foot bath in hot water for about 5 minutes (it can be done in one of the breaks).
- If your blood pressure is high, shower with warm water. A sharp change in temperature causes blood pressure to rise.
- Beginners should start with gentle sessions that only include one cabin visit, that is a single cycle of cooling.
- Depending on how they cope, they can increase with the length of stay and the number of visits to the cabin.
- It is not advisable to take more than three saunas or steam baths in one session. Over a week, it is usual to have 2 or 3 sessions.
- Do not prolong the time believing that the more you sweat the more you lose weight. Weight lost in a session is recovered after 2 or 3 hours. Excess sweating can lead to disorders of the circulatory system.
- If symptoms of weakness or faintness appear, even after a short period of time, you must leave and cool down so that the body returns as quickly as possible to its normal temperature. This may be due to an unknown abnormality you may have.
- The final cooling should be carried out properly as, if the body does not return to normal temperature, it will cause sweating that can lead to colds.
- Be careful with metal objects, chains, rings, etc. which can reach high temperatures and with electronic objects being damaged by excessive temperature.
- You should not eat or drink while inside.
- Estanyol declines any responsibility deriving from the improper use of these spaces, as well as accidents that participants may suffer during the activity.
- Estanyol is not responsible for the loss or theft of any item taken into the sauna or steam bath.

These regulations are in addition to those governing the use of the facility.

12. Legal nature of the contract

The contractual relationship will be governed by the free will of the parties and by extension that set out in the Civil Code and the applicable regulations, Decree 159/2012, of 20th November, on tourist accommodation and homes rented as tourist accommodation, as well as all current regulations relating to market discipline and the protection of consumers and users.