



General contracting terms

The object of this document is to regulate the General Contracting Terms, of Use and the on-line Reservation services of LeSept.

The LeSept brand is owned by G de Belesar, S.L., with domicile for the purposes of notifications in Baiona, Sabaris, C/Sopegal no. 25, incorporated by means of a public deed executed before the Notary of Nigrán Mr. Victor Manuel Vidal Pereiro, on April 13, 2004, and entered in the Mercantile Register of Pontevedra, in Volume 2955, Book 2955, Folio 67, page no. PO-34900, and Tax ID Code no. : B36937407. (hereinafter, G DE BELESAR).

The utilisation of these services will entail the full acceptance and validity of each and every one of the General Terms, which will be automatically be considered to be incorporated into the contract that is signed with G DE BELESAR, without the written transcription thereof being included in the same. As a Client, you warrant that you are over 18, and you have the legal capacity to contract.

www.lesept.es

The objective of the LeSept web site is: inform about our accommodation offer at the apartments and the El Txoko service of LeSept, offering the user the possibility of consulting about availability and making a reservation.

Reservations

To make a reservation of some or any of the Apartments or of El Txoko of LeSept, it is necessary to fill in the data of our online form and click on the “reserve” button.

When making a reservation, the user will receive an e-mail in which it will be recorded that his/her reservation period is in the process of being confirmed. In the following 24 hours the user will receive an e-mail confirming whether his/her reservation has been made, and it will only become binding with the subsequent payment of the same by the user. The user has to verify the confirmation of the reservation and immediately notifying LeSept, by an e-mail sent to “mailto:booking@lesept.es” “booking@lesept.es”, of any error or unacceptable condition.

The reservation is confirmed and guaranteed with a credit card, whose data will be provided by the user by means of the form. On making the reservation the user confirms that s/he owns the credit card. The “payment” cards will be subject to checks and authorisations by the entity issuing the same, but if said entity does not authorise the charging of the amount of the reservation we will not be able to formalise it.

In order to contract the services offered by LeSept it is necessary to have a credit card. The credit card is both a guarantee for the hotel establishment and for the user.

Cancellations and non-appearance policy

The credit card is only a means of guarantee.

The user reservations cancellation will not entail advanced cancellation costs for it, provided that this is done with a minimum of 7 days before entering the apartment (except for Easter and the month of August wherein the cancellation limit is 21 days prior to the arrival date). When this threshold has been passed, LeSept will charge the cancellation costs as an indemnity, which will amount to 50% of the full amount of your reserved stay (VAT and rates included).

The terms laid down regarding reservations will not be applicable for the reservations made at special rates. In this case, the respective terms that are established will be applied.

In the event of non-appearance, without prior notice, at LeSept Boutique Apartments, you will be charged 100% of the full amount of your reserved stay (VAT and rates included).

The same rules will be applied when reservations are made at El Txoko of LeSept. In addition, when the supply of any food or drink has been contracted with us, or any person has been contracted, when the reservation cancellation takes place at least 7 days in advance or in the event of non-appearance, 100% of the sums that have been accrued for these reasons will be charged.



The opportune invoice for the cancellation or non-appearance costs will be sent to the addressed notified upon registering.

The timetable for entering LeSept Boutique Apartments will be from 15.00 to 19.00 hours. The departure must be made before 12.00 on the final day, and we reserve the right to charge the amount for an additional day should this not be the case.

The timetable for arrival at El Txoko of LeSept will be the one stated on our web site (Terms of Use) and it will vary depending on the modality of contracting.

Prices

All prices are on the website, they include VAT. We reserve the right to alter the charges without prior warning, but these modifications will never affect the reservations that have been confirmed and the amount of the same has been paid.

Number of guests and age.

On making the reservation it will be necessary to correctly declare the number of people who are to occupy the apartment, without omitting children of any age. You are informed that LeSept can legally refuse to accept people who have not been declared from entering, without it being possible for a complaint to be made for this reason.

LeSept must be kept informed before making the reservation as to whether the guests are under 18 if they are travelling alone, in which case our express approval is necessary. In the event of this advance notice not being given, we reserve the right to refuse accommodation for those under 18 who present themselves without an accompanying adult.

In the case of El Txoko of LeSept, it is also necessary to declare the number of people who are going to enjoy this service in one way or another, including children. It will be necessary to have our express approval when those enjoying the service are minors under 18 not accompanied by adults.

Use of the services

The user is responsible for making use of the services provided by LeSept in accordance with Law, morality, good practices and public order, as well as the terms set out in these General Terms. Consequently s/he is obliged not to use the services for purposes or effects that are unlawful and/or contrary to the terms set out in these General Terms, harmful to rights and/or interests of third parties or which, in any form, could damage the services, and/or G DE BELESAR, S.L. and/or the LeSept image and brand.

LeSept does not admit animals.

Ownership of the web site contents

The web site contents are the property of G DE BELESAR and these cannot be copied, reproduced, distributed, communicated, published, assigned, transformed, sold or used for advertising and commercial purposes. The use of these contents or of any property or right related to this web site will be subject to licence or authorisation.

Modifications

For greater efficiency and for the benefit of the users, LeSept will be able to unilaterally modify –at any time and without prior notice– the services provided, or the Terms of operability, techniques and of use of the services. In the same manner, the users, with the aim of improving the service and establish an optimum level of quality, the ultimate goal of LeSept, may suggest those modifications which they deem useful, by getting in touch with the web page supervisors using the electronic mail address: "mailto:hello@lesept.es" hello@lesept.es.

Protection of the personal data of the users by G DE BELESAR.

The user of the services offered through "<http://www.lesept.es>", voluntarily furnishes data of a personal nature and s/he expressly and without reservation accepts that LeSept will process them in an automated manner and incorporate them into a file with the aim of being able to provide and offer him/her its services. LeSept is responsible for the file and for it being registered or recorded with the competent authority.



Owing to the particular characteristics of its activity and for the proper undertaking and obtaining of its objectives, the assignment of personal data to third persons may be necessary. The exclusive purpose of the assignment of personal data to such entities is the correct provision of the services that LeSept offers.

The holders of the data have the rights of access, rectification, cancellation and opposition at all times, along with the revocation of their authorisation without retroactive effects, recognised by law. In order to exercise these rights, it is sufficient to contact G DE BELESAR through the electronic mail address "mailto:hello@lesept.es"hello@lesept.es, or by writing to its address located at Calle Sopegal 25, 36393 Sabaris-Baiona (PO) Spain.

G DE BELESAR warrants that it has adopted the opportune security measures at its facilities, systems and files, and it likewise warrants the confidentiality of the personal data, even though it may disclose any information to the competent authority which it has in its possession or can be accessed via its systems and may be necessary in accordance with the legal provisions and regulations applicable to the case. The users of "http://www.lesept.es"www.lesept.es, in any event, warrant and are liable for the veracity, accuracy and authenticity of the personal data facilitated, and they undertake to keep them duly updated.

The services of G DE BELESAR are not intended for minors and G DE BELESAR will not request or compile information relating to persons under the legal age.

On the other hand, G DE BELESAR will be able to gather information using devices such as cookies or browsing log files of its users through "http://www.lesept.es" www.lesept.es. However, these data will only be used with the ultimate aim of improving its services.

Applicable law and competent jurisdiction

These General Contracting Terms and/or Conditions are governed by Spanish Law. G DE BELESAR and the users, for the settling of any dispute that may arise wholly or partially with respect to their validity, performance, compliance or termination, submit themselves to the competence of the Courts and Tribunals of Vigo, expressly waiving their own places or venue or any other which may correspond thereto.