

# terms And conditions

These general Terms and Conditions (T&Cs) will apply to the tourist services offered through the website, <u>www.casacamper.com</u>, including the services for booking accommodation (hereinafter "the services") at hotel Casa Camper Barcelona and hotel Casa Camper Berlin.

The website <u>www.casacamper.com</u> is owned by Casa Camper SL, with Tax ID no. (CIF) B57107187, registered address at Finca Son Forteza, s/n, 07340, Alaró (Balearic Islands), and registered in the commercial register of Mallorca, sheet pm-39617 volume 1867, folio 121, and is operated by Caimari Med, SLU, with Tax ID no. (cif) B57101974, registered address at Finca Son Forteza, Cami Vell d'Orient, 07340, Alaró-Mallorca, and registered in the commercial register of Mallorca, sheet pm-39293, volume 1858 of companies; folio 48 is the entity responsible for the hotel Casa Camper Barcelona, located in Barcelona (Spain), Calle Elisabets, 11, 08001, and registered in the Catalonia tourism register with number HB004209.

It is also operated by Inca Med S.L.U., with address at Weinmeisterstraße 1, 1017, Berlin, Germany, and registered in the commercial register of Berlin Charlottenburg HRB 120680. It is the entity responsible for the hotel Casa Camper Berlin, located at Weinmeisterstraße 1, 10178, Berlin, Germany. Hereinafter, "Casa Camper" is used to refer to both hotels jointly and "Casa Camper Barcelona" and/or "Casa Camper Berlin" for each one separately.

The present T&Cs of contracting, together with the offer, price and description thereof fixed through said web page, and, where appropriate, the particular T&Cs thereof contained in this document or in the specific description of the services (particular T&Cs), will govern the legal relationship between Casa Camper and you, hereinafter "the customer", making up the entire agreement between the parties.

The period of validity of these T&Cs of contracting shall be the time that they remain published on the website, and shall refer to the services at the time that these T&Cs were available.

The acceptance of these T&Cs of contracting by the customer will be an indispensable requirement in order to formalise any contractual relationship between the customer and the Casa Camper.

We can only accept bookings made by persons of legal age. If you are a minor, you must inform your parents or guardians about these general T&Cs of purchase. Your parents or guardians must express their acceptance of them before you can use this website or make any bookings through it.



#### Identification of the parties

On the one hand, Caimari Med S.L. and Inca Med GmbH, enablers of the web portal www.casacamper.com, the first, incorporated under Spanish law, with Tax ID no. (CIF) B57101974, address at Finca Son Fortesa, Cami Vell d'Orient, 07340, Alaro-Mallorca, and registered in the commercial register of Mallorca, sheet pm-39293, volume 1858 of companies, folio 48, the second, incorporated under German law, with address at Weinmeisterstraße 1, 10178, Berlin, Germany, and registered in the commercial register of Berlin Charlottenburg HRB 120680.

On the other hand, the customer, of legal age, whose data are those that have been recorded by them in the corresponding forms. All the data included in said forms have been entered directly by them, meaning that the responsibility for the authenticity thereof corresponds, directly and exclusively, to the customer.

### Subject matter of the agreement

Through the acceptance of these general T&Cs, Casa Camper undertakes to make the accommodation and other services booked through the website www.casacamper.com available to the customer on the agreed date and the customer undertakes to pay the price indicated at the time of booking.

Casa Camper does not allow the booking of services offered through its website for subsequent resale. Thus, the accreditation obtained with the acquisition of the service is personal and non-transferable.

#### **Privacy/Cookies policy**

To learn more about our privacy and/or cookies policies, please visit our <u>Privacy policy</u> and/or our <u>Cookie policy</u>.

#### **Services**

All the information on the services offered by Casa Camper, by way of example, but not limited to, rates, services included, cancellation policy, description, size, content, etc., are available to the customer on the Casa Camper website and will appear on the screen in each case.

We try to make the descriptions and characteristics of the services that the customer can view next to each one as accurate and useful as possible. However, the images, the layout and/or composition, the colours, etc. that the customer displays on their screen



may vary with respect to the originals. Thus, the photographs and descriptive data included in each service and/or accommodation sheet are merely informative in nature.

If in any doubt, contact our customer service through the website, or:

For Barcelona, via email: <u>barcelona@casacamper.com</u> or by phone: +34 933 426 280.

For Berlin, by email: <u>berlin@casacamper.com</u> or by phone: +49 30 2000 34 10.

#### **Prices and offers**

The characteristics and rates of the services are indicated on the screen in euros and include the VAT and will be in force at all times, except for typographical errors. Such taxes will be included in the invoice in a disaggregated form.

Please note that the government of Catalonia and the city of Barcelona apply a tax on stays in tourist establishments per person per night that will be paid directly at the hotel. Children aged 16 years or under are exempt from payment.

Tax applies for up to 7 nights at a time. The applicable amount will be shown on the screen during the booking process.

The prices listed on the website cancel all those previously published and are in force at the time of publication. Casa Camper undertakes to make every effort to maintain these prices, although it reserves the right to modify them without prior notice, communicating it to the customer at the time of placing an order. Changes in prices will not affect orders already made.

Casa Camper may make offers or apply special discounts that will be indicated in each case on the screen. The offers will be valid only during the period set on the website, or failing that, for as long as they are accessible to customers for effective contracting.

#### Discount codes

During the booking process, you can enter your promotional code if you have it. Please note that the promotional code, its use, duration, possibility to accumulate to other offers and promotions or not, the value of the discount (including the maximum amount, if applicable) and, where appropriate, the minimum purchase price, and other characteristics thereof and special restrictions that apply to the use of the code, will be subject to certain special T&Cs that will be indicated to you at the time the code is provided.

Unless otherwise stated, only one promotional code can be redeemed per booking.



The promotional code will only be valid for the dates stated on the promotional code, and cannot be applied to previous or subsequent bookings.

The promotional code may not be applicable to certain events or dates or may only be applicable to certain events or dates and/or may only be applicable for use in a particular hotel establishment. These restrictions will be indicated in the code or related advertising (e.g. newsletter or website).

Promotional codes are not fungible or convertible into cash and are not transferable or assignable.

In the event that a booking is made using a promotional code, a payment has been made during the booking and the booking is subsequently cancelled in such a way that the user is entitled to a refund or reimbursement, neither the code nor its redeemable value will be reimbursed. The user, if entitled, will receive the amount actually paid as the amount of the booking.

#### Gift cards

It is not currently possible to purchase gift cards through the website www.casacamper.com.

If you wish to purchase any, please contact us via email:

For Barcelona: barcelona@casacamper.com or by phone: +34 933 426 280.

For Berlin, by email: <u>berlin@casacamper.com</u> or by phone: +49 30 2000 34 10.

If you have a gift card and want to redeem it, in order to avoid inconvenience we recommend that you make your booking via email:

For Barcelona: <u>barcelona@casacamper.com</u> or by phone: +34 933 426 280.

For Berlin, by email: berlin@casacamper.com or by phone: +49 30 2000 34 10.

However, if you prefer to book through the website, you will need to make sure that the selected rate does not involve advance payments.

Please note that, even if payment is made using a gift card, you will need to provide us with valid credit card details to guarantee your booking.

The use of the gift card will be conditional on its validity, and other special T&Cs that are indicated in it or in the documentation and information that accompanies it.



In the event that the amount to be paid is higher than the amount of the gift card, the user must pay the difference by any of the accepted means of payment. In the event that the amount to be paid is lower than the amount included in the gift card, the corresponding amount will be deducted, and the remaining amount will be kept for future purchases.

#### **Booking system**

In general, for the booking of the services offered through the website www.casacamper.com, it is necessary to accept the T&Cs of purchase and the corresponding Privacy policy.

Please remember that personal data must be accurately indicated in order to avoid confusion or incidents in the provision of the service.

The services to be booked must be selected and added to the shopping cart by clicking on the corresponding icon.

During the booking process, you will be able to enter your promotional code if you have it.

After selecting the desired services, to book them, the customer must go to "book now", where a summary will appear on the screen identifying the selected services, their total price and the applicable taxes.

Then, the customer must fill in the corresponding booking form that will appear on the screen. If the customer provides any false, inaccurate or incomplete data, or if Casa Camper has sufficient reason to suspect that said information was false, inaccurate or incomplete, it reserves the right to cancel the customer's booking. In this case, Casa Camper will inform the customer and will return the amounts that have been paid, discounting the expenses generated by the transaction, through the same means by which the payment was made, within fourteen (14) days following said communication.

The verification of such data will be solely and exclusively the responsibility of the customer. Casa Camper will not be liable to the customer for errors and inaccuracies of the services if the services listed in the booking confirmation had been made available to the customer.

Once the booking form has been completed, the customer must complete the payment details in order to guarantee the booking.

Below, they will be able to indicate additional comments for their booking if they wish. Casa Camper undertakes to do everything in its power to be able to attend to the customer's comments. However, it reserves the right not to attend to them due to lack of availability or any other reason that makes it impossible to comply.



Then, the customer must accept these T&Cs. Once accepted, they must click on "finalise booking", with the booking voucher with the ID number appearing on their screen. When they have finalised the booking, they will receive via the email account they have previously provided, the booking voucher and T&Cs of contracting that have already been provided in the online booking process. Failure to receive this message may be due to a transient problem of communications online or a typing error in the email address communicated. In both cases, it is advisable to contact customer service through the email address:

Barcelona: barcelona@casacamper.com

Berlin: berlin@casacamper.com

It is also advisable to check the data included in said email, and if any error is detected, contact customer service via the email address:

Barcelona: <u>barcelona@casacamper.com</u>

Berlin: berlin@casacamper.com

The booking voucher or receipt containing the ID number, as well as the details of the booking, must be printed and kept by the customer to deliver upon arrival at the establishment.

Casa Camper reserves the right to refuse or require additional information for bookings that do not exceed the security controls established in our e-commerce system.

In any case, if the customer does not receive a response, within a maximum period of 24 hours, to the booking requests made, it is understood that the booking has not been accepted. In this case, Casa Camper will inform, as soon as possible, in a reliable manner, the customer of the non-acceptance of the booking and the reasons for its non-acceptance.

#### Payment methods and security

Casa Camper accepts bookings at any time, 24 hours a day, every day of the week.

In general, the total amount must be paid at the establishment itself. However, depending on the type of rate chosen by the customer, for example, in the case of "non-refundable" rates, the amount must be paid at the time of booking, in accordance with the T&Cs specified in the rate. Casa Camper strongly recommends the customer reliably checks the selected rate, since certain rates do not allow the booking to be cancelled and/or modified or the amounts paid to be refunded. Where appropriate, the



rate may also be subject to certain restrictions, such as, for example, that it be made with a certain amount before the arrival date.

During the booking process, the customer must provide the data of their credit card to guarantee the booking, or where appropriate, pay the corresponding amount. Only credit cards, Visa, American Express, Mastercard, Diners Club, JBC, Discover, and Paypal are accepted.

All credit card information, and where applicable, payments made with it are processed securely through the Adyen payment gateway. Adyen is the leading and globally recognised provider of electronic payment solutions that offers maximum guarantees in encryption technologies and information security in commercial transactions.

In order to protect and safeguard your personal data, we have implemented all the necessary business procedures and mechanisms in our systems. Your information is transmitted via a secure socket layer (SSL) secure server protocol. Our SSL certificates issued by Let's Encrypt (<a href="https://letsencrypt.org/">https://letsencrypt.org/</a>) offer 128/256-bit communications encryption technology encoding all your personal and credit card data so that it is impossible to read them while moving over the network preventing unauthorised access.

Casa Camper reserves the right to withhold and/or refuse any booking for security reasons. Affected customers will be informed. Likewise, Casa Camper reserves the right to cancel a booking if it is considered that the data provided by the customer cannot be verified, or if it considers that the booking has been made by the customer for resale.

Casa Camper will not be held responsible for delays in booking confirmation resulting from lack of authorisation by the payment system.

## **Enjoyment of services**

Check-in and check-out times:

Arrival time at the tourist establishment after 2 pm.

Departure time at the tourist establishment before 12 pm.

In the event that the customer expects an earlier and/or later check-in time, it is advisable to communicate it to Casa Camper, either through the comments in the booking process or by contacting customer service:

For Barcelona, via email: barcelona@casacamper.com or by phone: +34 933 426 280.

For Berlin, by email: berlin@casacamper.com or by phone: +49 30 2000 34 10.



Exceptionally, the customer may leave the establishment at a later departure time. In any case, such later departure time will be subject to the availability of the establishment and may incur additional charges.

The customer, and, where appropriate, their companions, must prove their identity at the time of entering the establishment by showing a document that sufficiently proves their identity, as well as any other circumstance that is required by the applicable regulations. Likewise, the customer must respect the usual rules of good coexistence, education and hygiene, as well as respect the facilities of the establishment. Casa Camper reserves the right to evict from the establishment those people who violate these rules, as well as those people who intend to enter or stay in the establishment for purposes other than those of the accommodation.

At the end of the accommodation period booked by the customer, as well as in the event that the invoice is not paid or that the customer has been evicted, Casa Camper reserves the right to repossess the accommodation unit.

In the event that the customer for any reason not attributable to Casa Camper does not show up at the establishment on the agreed date, Casa Camper reserves the right to charge the full amount of the reserved services.

## **Cancellation of bookings**

Depending on the type of rate chosen by the customer during the booking process, the customer may cancel the booking, according to the T&Cs specified in the rate. Casa Camper strongly recommends the customer reliably check the selected rate, since certain rates do not allow the booking to be cancelled, or where appropriate, it may be subject to certain restrictions, such as that it is made within a certain time before the arrival date.

In order to cancel the booking made, the customer must contact customer service through the website itself, via email, always indicating the location of their booking:

For Barcelona, via email: <u>barcelona@casacamper.com</u> or by phone: +34 933 426 280.

For Berlin, by email: <u>berlin@casacamper.com</u> or by phone: +49 30 2000 34 10.

Any bank charges generated by the cancellation of the booking will be borne by the customer.



The customer may cancel the booking once they have begun to enjoy the services booked, although such cancellation will not entail any financial refund of the total amount of the booking.

#### **Changes to bookings**

The customer may request to change a booking made, provided that it is made more than 24 hours prior to the date of arrival at the establishment, and as long as the rate chosen by the customer allows it. To change the booking made, the customer must contact customer service through the website itself, via email, always indicating the location of their booking:

For Barcelona, via email: <u>barcelona@casacamper.com</u> or by phone: +34 933 426 280.

For Berlin, by email: <u>berlin@casacamper.com</u> or by phone: +49 30 2000 34 10.

In any case, the booking change will be viable depending on the availability of the hotel at the time of the request.

In no case may the booking be changed once the customer has begun to enjoy the services.

## Non-application of the right of withdrawal

In accordance with the applicable regulations, there is no right of withdrawal in the provision of accommodation services for purposes other than to serve as housing, with a specific date or period of execution, such as the services offered through the website <a href="https://www.casacamper.com">www.casacamper.com</a>.

#### **Customer service**

The customer will be able to contact customer service through the website itself, or:

For Barcelona, via email: <u>barcelona@casacamper.com</u> or by phone: +34 933 426 280.

For Berlin, by email: <u>berlin@casacamper.com</u> or by phone: +49 30 2000 34 10.



## Intellectual and industrial property

Casa Camper guarantees the customer to be the owner of the intellectual and industrial property rights over the services offered and/or, where appropriate, to have the necessary authorisation for the marketing thereof through its website.

The booking of the services and browsing the website of Casa Camper in no case will be understood as a waiver, transmission, licence or total or partial transfer to the customer of the intellectual and industrial property rights owned by Casa Camper or, where appropriate, by the third party to which they correspond. The customer may not in any case alter, exploit, reproduce, distribute or publicly communicate the website, its contents or the services acquired through it, without the prior and express authorisation specifically granted, for this purpose, by Casa Camper or, where appropriate, by the third party to which they correspond.

#### **Amendment of the T&Cs**

Casa Camper reserves the right to amend this agreement, when it deems it appropriate or in order to adapt said texts to legislative or technological changes or to their contractual relationship with third parties. The customer will be conveniently informed of such modifications. In no case will these amendments affect the bookings already made.

## **Partial nullity**

If any part of these T&Cs of contracting is contrary to law and, therefore, invalid, this will not affect the other provisions in accordance with the law. The parties undertake to renegotiate those parts of the T&Cs of contracting that are null and void and to incorporate them into the rest of the T&Cs of contracting.

## **Exclusion of warranties and liability**

Casa Camper will not be responsible for delays or failures that occur in the access, operation and functioning of the website, or in the services, as well as for interruptions, suspensions or malfunction thereof for reasons beyond the control of Casa Camper or when they have been caused by breakdowns due to natural disasters or situations of force majeure, or extreme urgency, such as strikes, attacks or computer intrusions (computer viruses that affect the devices of users) or any other situation of force majeure or unforeseeable cause.



Casa Camper reserves the right to interrupt access to its website www.casacamper.com, as well as the provision of any or all of the content provided through them at any time and without prior notice, whether for technical, security, control, maintenance or any type of failure in telecommunications networks or electricity supply.

Casa Camper will not be liable in the event of service failures, malfunctions or any other cause that does not have direct control over them or that has been caused by intentional or culpable actions of the user or for reasons of force majeure or attributable to third parties.

Casa Camper has no responsibility for the information, data, images of any kind and links published on its website from third parties, assuming no guarantee on the truthfulness and accuracy of the information that is made available to users or that is provided by the users themselves.

Casa Camper will not be responsible for any damage caused by failure to comply with the instructions in relation to the use and maintenance of the quality of the services.

Likewise, Casa Camper will not assume any responsibility either for direct or indirect damages, consequential damage and/or loss of profit, and in no case will it be responsible for the inadequacy for any kind of purpose of the services other than those specified through the website, nor for the defrauding of the customer's expectations generated by the website and its contents.

The customer shall hold Casa Camper harmless from any liability that may arise from the claims of third parties regarding the infringement of rights that may result from its action.

## **Dispute resolution**

These general T&Cs are governed by the applicable Spanish law.

The parties undertake to amicably resolve any dispute that may arise on these T&Cs. In the event that a friendly solution is not possible, and a judicial dispute is appropriate, the parties will submit to the courts and tribunals that correspond by law. In the event that the user is considered a consumer and user, the courts and tribunals of the user's address will be competent to hear any discrepancies.

In that case, we inform you that, as a consumer and user, you have the right to request an out-of-court resolution of consumer disputes through the online dispute resolution platform developed by the European Commission, accessible via the website <a href="http://ec.europa.eu/consumers/odr/">http://ec.europa.eu/consumers/odr/</a>.