

TOURIST CONTRACT OF THE RURAL ACCOMMODATION OF “EL GATELLAR DE MAS DE SERRA”

“El Gatellar” is a country house owned by **AGRICOLA EL GATELLAR SL** - hereinafter referred to as the property-, conditioned as rural accommodation with the official registry PT-001061 in the Tourism Registry of the Generalitat de Catalunya and, for this reason, it fulfills all its requirements and obligations.

It is classified as rural accommodation, according to Article 56 of Decree 159/2012 of November 20, - hereinafter referred to as Decree -, in relation to article 49 of Law 13/2002 of June 21.

Booking, payment and bail conditions

- The reservation request will be made by email to the email address contacte@elgatellar.com and the property will answer this request within a maximum period of 24 hours. If this was not the case, it is understood that the reservation has not been accepted. The reservation must include the number of people who will be staying at the country house.
- Once the reservation is accepted by the property,- to which a copy of this contract will be attached -, in order to make it effective it will be necessary to make an advance of 50% of the total amount of the stay, by bank transfer to the account number that will be provided, within 24 hours of receiving the email of the property accepting it.
- **The cost of the bank transfer will be assumed by the customer and can never be deducted from the cost of the rental.**
- The customer must send by email a copy of the bank transfer of the advance in order to confirm the reservation. If possible, the client will also send the signed contract by email. Once the copy of the transfer is sent, you will receive an email to acknowledge receipt within a maximum period of three days.
- The request or receipt of information on the availability status of the country house does not imply the acceptance of the reservation by the property.
- The number of people that will occupy the country house can never exceed the number stipulated in the reservation. It is necessary to detail exactly the number of adults, children and children under 2 years old that will be staying in the country house during the agreed days at the time of booking.
- Payment of the remaining amount (50%) will be made by bank transfer to the account number provided, at least 72 hours before the planned entry. The property will deliver the corresponding invoice according to article 21 of the Decree.
- The total amount to rent El Gatellar de Mas de Serra with **arrival on** _____ and **departure on** _____ is _____ **euros.**
- Without prejudice to the price, at the time of your arrival you must prove that you have made the **deposit of 200 € (TWO HUNDRED EUROS)** as a deposit by bank transfer at least 72 hours before your arrival. If the property does not detect any damage, the deposit will be refunded through the same system.

Cancellation conditions of the reservation

- The cancellation of a reservation leads to a penalty calculated on the amount of the advance payment of the reservation, in accordance with article 26 of the Decree of Establishments of tourist accommodation and of houses of tourist use; The cancellation conditions are the following:

- 1- If the cancellation occurs within ten days prior to the date of your arrival, it results in the following penalties:
 - a) Reservation for two or fewer days, 50% of the total price of the stay
 - b) Reservation for more than two days and up to seven days, 35% of the total price of the stay
 - c) Reservation for more than seven days, 25% of the total price of the stay

The above penalties are not applicable when the cancellation occurs due to force majeure, duly accredited.

2- The user has the right to cancel the confirmed reservation before the indicated periods, with a penalty of 15% of the total price of the stay, expressly agreed in accordance with article 26.3 of the Decree.

3- In accordance with article 27 of the Decree, the renunciation of days of stay once the same has begun, does not give any right to any compensation of the amount paid by the client, expressly agreed in accordance with article 27 of the Decree.

Entry and exit. Incidents. Delivery of the accommodation contract duly signed

- The day and hours of entry and exit must be indicated at the time of booking.
- The client must inform at the time of booking the number of people who will be staying at the country house; only the number of people indicated in the reservation confirmation has the right to occupy the accommodation and its facilities.
- In the case of any breach of the obligations indicated, the property by his own criteria has the right to ask the customer to vacate the establishment and the client will not be entitled to any compensation.
- It is mandatory, per law, to register the people housed and send it electronically to the Office of the Director General of Police (Article 29 and 70 of the Decree). The obligatory data that will be provided for the registration are: full name, date of birth, DNI number or identification number, type of identification document, sex, nationality and date of arrival.
- Schedules: in accordance with article 30 of the Decree.

Arrival times:The client must check in after 5 p.m. The client must confirm by e-mail the chosen arrival time.

Departure times:The client must leave the country house before 11 a.m. all week except on Sundays, when the client must leave at 6 p.m.

If you have planned an arrival or departure before or after the established hours, please let us know so we can adapt to your needs.

The client must also communicate if he or she will receive a visit from a friend or relative, even if they only come to spend the day.

- Incidents: according to article 16 of the Decree, for any incident during the accommodation, the client can contact the property at the telephone number and email address that appears at the bottom of this document.
- At the time of arrival, the client will sign, if he/she has not done so before, the present rental document. The client will be given the contract signed by the property.

Equipment and Services

- The country house has tablecloths, sheets, quilts and towels.
- In addition, the country house is equipped with small appliances: toaster, Italian and Nespresso coffee machine and blender.
- It also has a washing machine, dishwasher, oven, microwave, refrigerator and freezer.
- The customers will be given toilet paper, hand soap, dishwashing detergent, dishwasher tablets and washing machine soap to meet their needs for the first 48 hours of their stay.
- It is not allowed to remove utensils or household goods, nor bedding of the establishment. Bath towels can not be used as beach nor pool towels.
- In case of any damage, it must be communicated to the property, always before leaving the establishment, to avoid misunderstandings. The customer must pay the cost of the damage.
- The country house has two cots for the overnight stay of children under 2 years of age. Their installation will be free.
- Supplies: The expenses of water, electricity and heating consumptions are included in the total price of the stay, and therefore the use of devices that alter the expected consumption of those supplies is not allowed.
- In order to protect the environment, we ask you to make a rational and responsible use of water, electricity and heating.
- The weekly cleaning of the house is included in the amount paid.
- The property, in accordance with the provisions of article 22 of the Decree, has at its disposal the official complaint, claim and denunciation forms.

Obligations and rules of use

- The client who signs the entry form and this contract is responsible for the correct behavior of all people accompanying him. If this person or any of the companions does not behave in an appropriate and responsible manner, the property is authorized to ask the client and his companions for immediate exit from the establishment, without the client having the right to any compensation.
- Pets are not allowed.
- The infrastructures and the interior and exterior furniture of the country house must be respected and they will be left as they were when they arrived.
- If during your stay you have any breakdown, miss any thing or find something in bad condition, it is essential to contact the property in order to proceed immediately to solve the problem
- Pool: It is for private use and therefore for exclusive use for guests. There is no surveillance service or lifeguard, hence the use of the pool will be under the sole responsibility of the users of the same. Minors can not bathe alone, they must always be accompanied by an adult since the installation does not have a lifeguard The property is not responsible for possible accidents or physical damage. It is the responsibility of the parents to supervise the minors when they use the pool enclosure. The pool is fully fenced and it is the clients responsibility to close the door at the moment of leaving it. You can not eat, drink or smoke inside the pool enclosure.
- Trampoline: It is for private use and, therefore, for exclusive use by guests. It can only be used by children over 3 years old, as long as the maximum total weight of 130 kg is not exceeded and always under the supervision of parents or adults. It cannot be used by adults. It is the responsibility of the parents to supervise the minors when the trampoline is used. In the access of the trampoline are the safety rules that must be followed to make use of it. The property is not responsible for possible accidents or physical damage. You cannot eat, drink or smoke inside the enclosure of the trampoline.

- Barbecue and fireplace: The barbecue may be used as long as the municipal regulations allow it and with the authorization of the property. Only coal, in any case firewood or wood, can be used for the barbecue. The fire should always be under the strict supervision of an adult. Any misuse can cause irreparable damage since the risk of fire is very high. The customer should extinguish the embers slowly with the use of a hose.
- Parking area: Customers must park their vehicles in the area enabled for this purpose, except when loading and unloading luggage.
- **Parties can not be held that are attended by other guests than the clients, without prior authorization from the property and payment of the corresponding amount.**
- **Guests, upon departure, must take away the garbage and any type of waste. If garbage bags are left, 30 euros will be deducted from the deposit.**
- **In order to maintain a clean and healthy environment, and because sanitary regulations prohibit it, smoking is not allowed inside the country house. In each unit of the house there is a smoke detector. If you smoke outside, you are not allowed to throw cigarette butts on the ground.**
- The use of the country house or its landscape environment is not allowed for any other activity than the agreed one. Neither are conducts permitted nor may they carry out activities contrary to hygiene, normal coexistence or that attempt against public order.
- The property is not responsible for any type of personal and/or valuable object, or the client's private vehicle, which could be found in the country house or in its surroundings during their contracted stay, nor of its loss, disappearance or theft.
- The misuse of the facilities will entail the expulsion of the client and the occupants, without prejudice to the corresponding actions that may correspond to the property in front of the courts and / or police bodies.

Privacy data

AGRICOLA EL GATELLAR SL is responsible for the processing the personal data provided under your consent and informs you that these data will be processed in accordance with the Regulation (EU) 2016/679 of 27 April 2016 (GDPR) and Organic Law (ES) 3/2018, of December 5 (LOPDGDD), in order to maintain a commercial relationship and kept for as long as necessary to fulfil the purpose for which they were recorded. The data will not be communicated to third parties, except by legal obligation. Likewise, it is reported that you may exercise the rights of access, rectification, portability and suppression of your data and those of limitation and opposition to the processing by addressing AGRICOLA EL GATELLAR SL. Raval Sant Rafael, 79 2A PL - 43470 LA SELVA DEL CAMP (TARRAGONA). Email: contacte@elgatellar.com and the right to claim to www.agpd.es

The undersigned client states that he/she has read and understood the content of this contract and that he undertakes to comply with it and respect it during his/her stay at the property's facilities.

Name and Surname: _____

Address: _____

Identification number of client: _____

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