

# General Terms and Conditions

of OrganosGC S.L. / Forum Inmobiliaria

for the [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com), [www.fuerteventura-holidays.net](http://www.fuerteventura-holidays.net) Internet platform

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## 1 General:

1.1 [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com), [www.fuerteventura-holidays.net](http://www.fuerteventura-holidays.net) is a service of ORGANOSGC S.L. [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com) is operated by ORGANOSGC S.L.. The designation "fuerteventura-realestate.com, [www.fuerteventura-holidays.net](http://www.fuerteventura-holidays.net) used hereinafter refers to ORGANOSGC S.L.

1.2 These General Terms and Conditions (GTC) govern the reciprocal rights and obligations between ORGANOSGC S.L., as operator of the [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com) Internet platform, and the accommodation suppliers. They do not apply to the legal relationships between accommodation suppliers and customers (guests).

1.3 ORGANOSGC S.L. may amend these GTC at any time. Any amendment is legally binding as soon as the amended GTC are retrievable at [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com), [www.fuerteventura-holidays.net](http://www.fuerteventura-holidays.net)

1.4 The accommodation supplier expressly acknowledges the validity of these GTC upon registration with [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com), [www.fuerteventura-holidays.net](http://www.fuerteventura-holidays.net)

## 2. Registration:

2.1 To participate in the booking process on our platform, the accommodation supplier has to make an request by Email. [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com), [www.fuerteventura-holidays.net](http://www.fuerteventura-holidays.net) reserves the right to refuse reservations without stating any reason.

2.2 [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com), [www.fuerteventura-holidays.net](http://www.fuerteventura-holidays.net) is only available to individuals or legal entities having unrestricted legal capacity. [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com), [www.fuerteventura-holidays.net](http://www.fuerteventura-holidays.net) reserves the right to exclude persons whose unrestricted legal capacity is doubtful from using the service.

## 3. Obligations of the accommodation supplier:

3.1 The accommodation supplier shall fully and correctly complete all parts of the registration form..

## 4. Commercial principles:

4.1 [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com), [www.fuerteventura-holidays.net](http://www.fuerteventura-holidays.net) procures accommodations only electronically. [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com) will in any case only procure third-party services. [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com) services are deemed provided upon successful procurement (the customer receives an electronic booking confirmation).

4.2 All offers made by the accommodation supplier may be submitted only in his own name. Any sub-procurement is prohibited.

4.5 [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com), [www.fuerteventura-holidays.net](http://www.fuerteventura-holidays.net) will charge to the accommodation supplier a procurement fee (system fee) of 10 % of the offered price plus statutory VAT, if any.

## 5. Accommodation contract and payment:

5.1 Accommodation contracts are concluded directly between the accommodation supplier and the customer upon receipt of the online booking confirmation. All claims and obligations arising from the accommodation contract exist directly and exclusively between the customer and the respective accommodation supplier. The accommodation supplier will provide all services on his own behalf and for his own account. Any payment of other tourism services is exclusively processed between the accommodation supplier and the customer.

5.2 For any online booking made through the [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com), [www.fuerteventura-holidays.net](http://www.fuerteventura-holidays.net) platform, ORGANOSGC S.L. may charge a deposit of 10% plus VAT, if any, to the credit card indicated by the customer as commission for the procurement.

5.4 For any online booking, the customer will receive a booking confirmation, indicating the procured accommodation supplier and the deposit collected by ORGANOSGC S.L. If the customer uses the tourism service, s/he shall present the booking confirmation to the accommodation supplier, who will deduct the deposit from the total price of the tourism service used.

5.5 The customer shall pay the total price of the service used, less the deposit, directly to the accommodation supplier. If the customer wishes to pay the accommodation supplier by credit card, the customer shall make sure that the accommodation supplier accepts also credit cards aside from cash payment before commencing the journey.

## **6. Cancellation of bookings**

6.1 The customer may cancel any booking made through the [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com) Internet platform with legal effectiveness only if the customer notifies both ORGANOSGC S.L. and the accommodation supplier.

6.2 In case of cancellation, non-usage of the journey services or non-appearance on the fixed date of journey (NoShow) ORGANOSGC S.L. keeps the full deposit as cancellation fee. Cancellation conditions of the Hotel Contract Conditions apply for the accommodation provider and the client. The accommodation provider is allowed to use credit card information for withdraw of the cancellation fee in case of a NoShow.

## **7. Liability**

7.1 ORGANOSGC S.L. disclaims any liability for time-wise unrestricted availability of the [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com), [fuerteventura-holidays.net](http://fuerteventura-holidays.net) Internet platform and for any damage that may arise from an interruption of services by third parties or a temporary disconnection of [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com), [www.fuerteventura-holidays.net](http://www.fuerteventura-holidays.net)

7.2 ORGANOSGC S.L. disclaims any liability for any consequential damage arising from the non-availability of the [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com), [www.fuerteventura-holidays.net](http://www.fuerteventura-holidays.net) Internet platform or its service interruption and for any incorrect bookings or an abusive use of [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com) by third parties; this disclaimer applies in particular to cost of accommodation booked through [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com), [www.fuerteventura-holidays.net](http://www.fuerteventura-holidays.net), cost of arrival and departure as well as frustrated expenses, the accommodation supplier's lost profits, loss of business information or data.

7.3 The conclusion of accommodation contracts through the Internet is subject to risks inherent to the medium. ORGANOSGC S.L. disclaims any liability for the quality of the third-party services procured, the correctness of the customer's information and in particular for the identification of users on the Internet. ORGANOSGC S.L. cannot guarantee that any user (customer) is the person s/he pretends to be.

7.4 The disclaimers do not apply to damage [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com) caused by intent or gross negligence. Any claims that are based on inalienable provisions of product liability are not affected either.

7.5 Any liability for pure pecuniary damage shall not exceed the deposit collected by ORGANOSGC S.L.

## **8. Privacy policy**

8.1 ORGANOSGC S.L. will process and use personal information provided by the customer (name, address, email address, telephone number, data for payment processing) only to the extent such information is required to state reasons for, structure and change the procurement service and the services procured.

8.2 ORGANOSGC S.L. may deliver the gathered personal information to third parties (accommodation suppliers, service providers, related service providers), provided this is necessary to process information requests, reservation requests and bookings.

8.3 The accommodation supplier revocably agrees that [www.fuerteventura-realestate.com](http://www.fuerteventura-realestate.com) may collect, process and use the gathered personal information for purposes of consultation, advertising, and the relevant structuring of offers and services.

## **9. Final provisions:**

9.1 Exclusive place of performance and place of jurisdiction - to the extent permitted by law - is Puerto del Rosario, Spain.

9.2 Oral promises made by ORGANOSGC S.L. employees must be confirmed by the management in writing to be legally effective.

9.3 The procurement contract is governed by and construed in accordance with Spanish law, to the exclusion of the EU Sales Convention.