

# LEGAL NOTICE

In compliance with art. 10 of Law 34/2002, of the 11st of July, on services of the information society and electronic commerce, we inform you that the responsible of this website is:

**IDENTITY:** "CARRER BAIX, S.C.P."

**C.I.F / N.I.F.:** J97097471

**ADDRESS:** AVDA. REPUBLICA ARGENTINA, 34 PISO 6º PTA. 12, 46702 GANDIA (VALENCIA)

**TELEPHONE:** 625139900

**E-MAIL:** [info@casaruralorba.com](mailto:info@casaruralorba.com)

# **COOKIES POLICY**

## **COOKIES INFORMATION:**

Cookies are files that can be downloaded on your equipment via webpages. They are tools with an important role in providing numerous services in the information society. Among others, they allow a webpage to store and recover information about the browsing habits of a user or their equipment and, depending on the information obtained, this can be used to recognise the user and improve the service offered.

## **STATISTICS FROM GOOGLE´S SITE:**

Depending on the entity managing the domain to which the cookies obtained are sent and processed, we can distinguish between two types: own cookies and third party cookies. A second classification also exists depending on the period of time they remain stored on the client browser, being treated as either session ID cookies or persistent cookies. Finally, there exists another classification with five types of cookies, according to the purpose of obtaining the data to be processed: technical cookies, personalisation cookies, analysis cookies, advertising cookies, behavioural advertising cookies.

## **COOKIES USED ON THE WEBSITE:**

Hereafter the cookies being used in this portal shall be identified as well as their type and function: A technical type personal cookie called PHPSESSID necessary for correct browsing through the webpages. Google Analytics cookies, a web analytics service developed by Google, which allows the monitoring and analysis of traffic on the websites. On your browser you shall observe four cookies from this service. According to the previous classification these are own, session ID and analysis cookies. You can find more information concerning these and how to disable the use of these cookies here: [http://www.google.es/intl/es\\_ALL/analytics/learn/privacy.html](http://www.google.es/intl/es_ALL/analytics/learn/privacy.html). By means of the web analysis no personal data is obtained guaranteeing protection the privacy of persons who browse the web. The information obtained is about the number of users accessing the web, webpages viewed, the frequency and repetition of viewing, duration, browser used, service provider, the language, terminal used, or the city to which your IP address is assigned. This information allows this portal to provide a better and more appropriated service.

## **HOW TO MODIFY THE COOKIES CONFIGURATION:**

You can restrict, block or delete from this site or any other webpage, using your browser. On each browser the operation is different; the Help Function will show you how to do this.

- [Internet Explorer\\*](#)
- [Firefox](#)
- [Chrome](#)
- [video showing how to configure browser for CHROME](#)
- [Safari: http://www.apple.com/es/privacy/use-of-cookies/](#)

[\\*How to configure cookies for Internet Explorer.](#)

**What are cookies?**

Cookies are small files put on your PC by webpages to store information about your preferences. Cookies can improve your browsing experience letting webpages remember your preferences and letting you avoid having to login to a new session every time you visit certain pages. However, some cookies can put your privacy at risk by tracking those sites you visit.

- **To delete cookies**
  1. In Internet Explorer, select the **Tools** button, highlight **Security**, and select **Delete browser history**.
  2. Select the checkbox **Cookies and website data**, and select **Delete**.
- **To delete cookies for Internet Explorer 8**
  1. In Internet Explorer, select the **Security** button, and then select **Delete browser history**.
  2. Select the checkbox next to **Cookies**.
  3. Select the checkbox **Preserve data from favourite websites** if you do not wish to delete cookies associated with websites in your **Favourites** list.

### **Block or allow cookies**

If you do not want sites to store cookies on your PC, you can block cookies. However, blocking cookies could impede some sites from showing up correctly. Or you may receive a message from the site informing you that you have to allow cookies to see the page.

- **To block or allow cookies for Internet Explorer 11 for Windows 10**
  1. In Internet Explorer, select the **Tools** button, and then select **Internet options**.
  2. Select the **Privacy** tab, and under **Configuration**, select **Advanced** and select that you wish to allow, block or if you wish to be alerted for first and third party cookies.
- **To block or allow cookies**
  1. In Internet Explorer, select the **Tools** button, and then select **Internet options**.
  2. Select the **Privacy** tab, and under **Configuration**, slide the control all the way to the top to block all cookies (or all the way down to allow all cookies), afterwards select **OK**.

## GENERAL CONDITIONS OF WEBSITE:

[WWW.CASARURALORBA.COM](http://WWW.CASARURALORBA.COM)

### 1.- AIM.

These conditions for general use (henceforth CGU), regulate the access and use of the Website under the domain [www.casaruralorba.com](http://www.casaruralorba.com) (henceforth Website), owned by “**CARRER BAIX, S.C.P.**” (henceforth **LA CASA DEL CARREBAIX**), made available to the users (henceforth User/s).

If you have any questions or concerns regarding the use and access to the Website or these CGU, you can contact us through the contact information published in the Legal Notice.

### 2.- COMPLIANCE WITH THESE GENERAL CONDITIONS:

*The use of this Website implies the full acceptance by the **User** of the existing CGU at the time the **User** accessed to this Website. If they are not accepting of any of the conditions established herein they should abstain from using the Website.*

Accordingly, the User shall carefully read the CGU each time they decide to use the Website.

In any case, **LA CASA DEL CARREBAIX** reserves the right to modify, without prior notice and at any time the CGU. Similarly, **LA CASA DEL CARREBAIX** reserves the right to suspend, interrupt, or cease to operate the Website at any time.

By “**Website use**”, it is meant all **Users** accessing and browsing this Website independently of filling the registration forms.

### 3.- CONDITIONS FOR ACCESS AND USE OF THE WEBSITE AND ITS CONTENTS.

The access to the Website and/or the Contents included in it, does not imply any kind guarantee with respect to suitability of the Website and/or the Contents included in it, for specific or particular purposes of the **Users**.

**LA CASA DEL CARREBAIX** may establish additional limitations and/or conditions for use and/or access to the Website and/or the Contents, which shall be observed at all times by **Users**.

#### 3.1.- Access and Use of the Website.

Unless otherwise provided, the use of the Website shall be free of charge, without prejudice to the connection through the corresponding telecommunications network contracted by the **User**.

The **User** admits to being over the age of eighteen years, therefore is conscious of and voluntarily and explicitly accepts that the use of the Website is done at all times under only their own exclusive responsibility.

The **User** is obliged to comply with the CGU, as well as to comply with the special notices or instructions found on the Website and to act always in accordance to the law, good practice and the responsibilities of good faith, employing their maximum attention taking into account the nature and compensation of the service they enjoy. To this effect, they shall abstain from using the Website in any way that can block, damage or deteriorate the normal functioning of the Website, the property or right of **LA CASA DEL CARREBAIX**, suppliers, distributors, other Users, or any third party in general.

Specifically and without causing any restriction to the obligation assumed by the **User** complying in a general nature with the previous section, the **User** is obliged during the use of the Website:

- a) Do not introduce, store or disseminate, on or from the Website, any information or material that is defamatory, offensive, obscene, threatening, xenophobic, pornographic, apologia for terrorism, incites violence, discriminatory to race, sex, ideology, religion or that in some way subverts public order, fundamental rights, public liberty, honour, privacy or the appearance of third parties and in general the current legislation.
- b) Do not introduce, store or disseminate via the Website any computer program, data, virus, code or any other instrument or electronic or physical device capable of causing harm to the Website, any of the services, or any of the equipment, systems or networks of **LA CASA DEL CARREBAIX**, of any User, of the Suppliers or Distributors of **LA CASA DEL CARREBAIX** or in general of any third party, capable of causing any type of alteration or prevent the normal functioning of the Website.
- c) Do not introduce, store or disseminate via the Website any content that infringes intellectual and industrial property right, or the rights of a third party, or in general, any content to which they do not exercise the rights, in accordance with the law, to make available to third parties.

### **3.2.- Access and Use of Content.**

The Contents of the Website are available to the **User** with information sourced from its own and third parties.

**LA CASA DEL CARREBAIX** ensures that the Contents are of the highest possible quality and are reasonably updated, but does not guarantee the usefulness, accuracy, comprehensiveness, pertinence and/or relevance of the Contents.

### **4.- INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS.**

Via the CGU no intellectual or industrial property rights about the Website or any of its integrated elements are conceded, and are expressly forbidden to the **User** their copy, transformation, public communication, making available, extraction, reuse, forwarding, or the use in any form, along any means or procedure, from any of them, unless in those cases where it is legally permitted or is authorised by the owner of the corresponding rights.

The **User** shall be able to display and obtain a temporary private copy of the Contents for their exclusive personal and private use on their computer systems (software and hardware), provided without the purpose to develop any commercial or professional activities. The **User** should abstain from obtaining, or attempting to obtain, the Contents through means or procedures different to those that in each case was made available or indicated for that purpose or those that they usually use on the Internet (as long as these latter do not put at risk of damage or deactivation of the Website). The **User** should respect, at all times, all the intellectual and industrial property rights concerning the Website, owned by **LA CASA DEL CARREBAIX** or third parties.

## **5.- DISCLAIMER OF GUARANTEES AND RESPONSIBILITY.**

### **5.1.- Disclaimer of Guarantees and Responsibility for the Functioning of the Website.**

**LA CASA DEL CARREBAIX** does not guarantee the availability and continuity of the functioning of the Website and the services and Contents found in it, or that the content on the Website is updated, being exempted from all responsibility for damages or harm, of any nature, that could arise from such circumstances.

**LA CASA DEL CARREBAIX** shall carry out, providing circumstances do not arise that make it impossible or of difficult implementation, and as soon as having been notified of the errors, disconnections and/or lack of updating of the Contents, all those actions meant to rectify the errors, re-establish communication and/or update the referred to contents.

Likewise, **LA CASA DEL CARREBAIX** does not guarantee either the technical reliability of its Website, nor the access to its different pages, and in the same way being exempted of all responsibility for any damages or harm, of any nature, that could arise from this cause.

Furthermore, **LA CASA DEL CARREBAIX** is not responsible for the possible security flaws or deficiencies that may arise from use of a browser by a **User**, which was not properly updated or secured or for the damages, errors or inaccuracies that may arise from the malfunctioning of it.

With the aim of reducing the risk of introducing a virus onto the Website, use virus detection programs to control all of the Contents introduced to the Website. Nevertheless, **LA CASA DEL CARREBAIX** does not guarantee the absence of viruses, or other elements on the Website introduced by third parties external **LA CASA DEL CARREBAIX** that may cause alterations to the hardware or software systems of the Users or in the digital documents and catalogues contained within its systems. As a result, **LA CASA DEL CARREBAIX** shall not be under any circumstances responsible of any damages or harm, of any nature, which may derive from the presence of a virus or other elements that can produce alterations in the software or hardware systems, files or catalogues of the Users.

**LA CASA DEL CARREBAIX** employs various protection measures to protect the Website, the gathered data and the Contents against digital, attacks from third parties. Nevertheless, **LA CASA DEL CARREBAIX** does not guarantee that unauthorised third

parties could have access to the type of browsing and use of the Website enjoyed by the User or the conditions, characteristics and circumstances in which they are made. As a result, **LA CASA DEL CARREBAIX** shall not be in any case responsible for the damages or harm that may be derived from such unauthorised access.

**LA CASA DEL CARREBAIX** shall not be in any case responsible for the use that the Users and/or third parties could put the Website or the Contents to, nor the damages and harm that could derive from it.

## **5.2.- Disclaimer of Guarantees and Responsibility for the Contents.**

**LA CASA DEL CARREBAIX** does not edit Contents published by third parties on the Website and, as a consequence, does not guarantee nor be responsible for the legality, reliability, usefulness, veracity, accuracy comprehensiveness and relevance of such Content, as well as the Contents owned by **LA CASA DEL CARREBAIX**. **LA CASA DEL CARREBAIX** shall not be, in any circumstances, responsible for any damages or harm that may be derived from: (i) the absence of legality, reliability, accuracy, comprehensiveness and/or relevance of the Contents caused from third parties and its own; (ii) the inadequacy for any reason and the disappointing of expectations generated by the Contents; (iii) decisions or actions taken or avoided on the part of the User, trusting in the information or data provided in the Contents, including without limitation, the loss of profits or business opportunities.

## **6.- HYPERLINKS**

Those people proposing to establish Hyperlinks between their web page and the Website should observe and comply with the following conditions:

- i) It shall not be necessary to seek prior authorisation when the Hyperlink only allows access to the homepage of the Website, but shall not be able to reproduce it in any way. Any other type of Hyperlink shall require the unequivocal, express and written authorisation from **LA CASA DEL CARREBAIX**.
- ii) The web page on which the Hyperlink is established can only contain strictly the necessary to identify the destination of the Hyperlink.
- iii) The web page on which the Hyperlink is established shall not contain illicit information or content, contrary to morality and generally accepted good practice and to public order, as well as not containing content contrary to any rights of third parties.
- iv) **LA CASA DEL CARREBAIX** reserves the right to block the Hyperlinks directed to the Website which do not have previous express permission even when complying with the provisions described in this point of the General Conditions.

## **7.- ACTIONS IN CASE OF BREACH OF CONTRACT.**

**LA CASA DEL CARREBAIX** reserves the right to exercise all lawful available action to demand the responsibilities that derive from the breach of contract of any of the provisions of these General Conditions of the Website by a User.

## **8.- PARTIAL NULITY.**

The declaration of any of the clauses contained within these General Conditions as null, invalid or ineffective shall not affect the validity or effectiveness of the remaining, which shall continue to be binding between the parties.

## **9.- APPLICABLE LAW AND JURISDICTION.**

The present CGU govern in accordance with Spanish legislation.

Any controversy relative to the terms of use and access to this Website contained in the present document of the CGU of the Website, the parties submit, expressly relinquishing any other jurisdiction that may correspond to them, unless legal necessity determines otherwise, to the Courts of Gandia.

## **10.- NOTIFICATIONS.**

For notifications, **LA CASA DEL CARREBAIX** designates as point of contact specified in the Legal Notice.

The email provided by the User during the registration process on the Website, shall be used by **LA CASA DEL CARREBAIX** to affect the practice of notifying the User.

The **User** is obliged to diligently maintain those details respecting to notifications referenced in this here clause.

All the Notifications affected by **LA CASA DEL CARREBAIX** to the **User** shall be considered legitimately affected if they have been made employing the details and through the means previously indicated. **LA CASA DEL CARREBAIX** shall not be responsible for any harm that could pass due to the violation of the User in their obligation to maintain their contact details updated.



# **PRIVACY POLICY**

This privacy policy is in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council, of the 27th of April, 2016, concerning the protection of natural persons with regard to the processing of personal data and free movement of these data (RGPD), to Organic Law 3/2018, of the 5th of December, Protection of Personal Data and digital rights guarantee (LOPDGDD), as well as in what is not contrary to the regulations indicated, to the Law Organic 15/1999, Protection of Personal Data (LOPD) and its development regulations, and/or those that could replace or update in the future.

Our organisation is committed to the privacy of your personal data. The personal data provided are necessary to provide our services and are processed in a lawful, fair and transparent way, ensuring adequate security of them, including protection against unauthorised or illegal processing and against loss, destruction or accidental damage through the application of technical and organisational measures.

In this document we want to offer you, in a transparent and loyal way, all the necessary information related to the processing of your personal data that this organisation makes.

## **I.- RESPONSIBLE FOR THE PROCESSING**

**IDENTITY:** CARRER BAIX, S.C.P.

**C.I.F./N.I.F.:** J97097471

**ADDRESS:** C/ DE BAIX, 25, 03790 ORBA (ALICANTE)

**TELEPHONE:** 625139900

**E-MAIL:** [info@casaruralorba.com](mailto:info@casaruralorba.com)

## **II.- RECIPIENTS OF THE PERSONAL DATA**

1. The personal data provided shall not be subject to any transfer unless it is stated specifically in the specific processes.
  2. Optionally, for the contracting of computing cloud services and/or services for the sending of emails, as well as related services, the personal data can be:
    - Transferred to businesses for digital services located within the European Economic Area (EEA) or,
    - Transferred to businesses for digital services located outside the EEA under the protection of the Privacy Shield as they count on means of protection sufficient to guarantee the security of personal data. More information available following this link: <https://www.privacyshield.gov/welcome>
  3. Optionally, to administrations and other organisations when they are required in compliance with legal obligations.
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### **III.- LEGAL BASIS FOR PROCESSING YOUR PERSONAL DATA**

In each case of processing of personal data collected concerning yourself, we will inform you of the legal basis that legitimises the processing of your personal data.

### **IV.- RIGHTS**

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#### **RIGHT TO ACCESS**

The right to obtain confirmation of whether or not we are processing personal data concerning you, or not, and, in such case, right of access to personal data and the following information: the purposes of the processing, the categories of personal data in question, the recipients or the categories of recipients to whom the data were communicated or will be communicated. personal, period of conservation or the criteria used to determine this term, the existence of the right to request from the responsible the rectification or suppression of personal data or the limitation of the processing of personal data relative to the interested party or to oppose such processing, the right to present a claim before the Spanish Agency for Data Protection (AEPD), the existence, where appropriate, of automated decisions, including the preparation of profiles, when data is transferred to third countries the right to be informed of the appropriate guarantees applied.

#### **RIGHT TO RECTIFICATION**

You have the right to request the rectification of your personal data if these are inaccurate, including the right to complete data that is incomplete. We must bear in mind that by providing personal data by any means, guarantees that they are true and accurate and agrees to notify us of any change or modification thereof. Therefore, any damage caused due to a communication of erroneous, inaccurate or incomplete information in the forms of the web, will be the exclusive responsibility of the interested party.

#### **RIGHT TO SUPPRESSION**

It is the right to request the suppression of your personal data when, among other assumptions, they are no longer necessary for the purpose for which they were collected, or they are being processed differently or you withdraw the consent. It must be borne in mind that the suppression will not proceed when the processing of personal data is necessary, among other assumptions, for compliance with legal obligations or for the formulation, exercise or defense of claims.

#### **RIGHT TO LIMITATION**

You have the right to request that we limit our processing of your personal data, which means that in certain cases you can ask us to temporarily suspend the processing of your personal data or that we keep them beyond the necessary time when you may need it.

#### **RIGHT TO WITHDRAW CONSENT**

It is the right to withdraw the consent you have provided by checking "*I have read and accept the privacy policy*" at any time and as specified in the corresponding section "Exercise of rights" or in the specific processing of commercial communications or Newsletter. It must be borne in mind that this right will not be effective if, among other cases, the processing of personal data is necessary for the fulfillment of a legal obligation, the execution and maintenance of a contractual relationship, or for the

formulation, exercise or the defense of claims. Likewise, the withdrawal of consent will not have retroactive effects, it will not affect the legality of the processing based on the consent prior to its withdrawal.

### **RIGHT TO PORTABILITY**

It is the right to receive the personal data that concern you and that you have given us, in a structured format, of common use and mechanical reading, and to transmit them to another responsible, as long as: the processing is based on your consent and is carried out by automated or computerized media.

### **RIGHT TO OPPOSITION**

You have the right to oppose the processing of your personal data on the basis of our own legitimate interest. We will not continue processing the personal data unless we can show compelling legitimate motive for this which overrules your interests, rights and liberties, either for the formulation, the exercising or defence of grievances.

### **RIGHT TO FILE A CLAIM WITH A CONTROL AUTHORITY**

If you suspect that we are processing your personal data incorrectly, you can contact us or you also have the right to file a claim with the Spanish Data Protection Agency (AEPD):

<https://www.agpd.es/portales/agpd/index-ides-idphp.php>

### **EXERCISING OF THESE RIGHTS**

You can exercise your rights by letter to the postal address indicated above or by e-mail [info@casaruralorba.com](mailto:info@casaruralorba.com), attaching, in both cases, a copy of your NIF/NIE/Passport or similar document.

## **V.- PERSONAL DATA PROCESSING.**

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### **GENERAL PROVISIONS**

The personal data requested in each of the specific processings are adequate, pertinent and limited to what is necessary in relation to the purposes for which they are processed, thus complying with the principle of *data minimization*.

The personal data requested in each of the specific processings are strictly necessary, the refusal to provide them would imply not being able to provide the requested service.

The communications of the personal data provided in each of the specific processings in some cases are necessary for the execution and maintenance of a contract and in other cases for compliance with a legal obligation applicable to the responsible.

### **CONTACT FORM/COMMENTS**

Personal data will be processed to channel requests for information, suggestions and complaints from users or customers. As well as to manage the news blog.

The legal basis that legitimizes the processing of personal data is the legitimate interest.

The personal data will be kept for a period of two years from the moment they stop being processed, without prejudice to the exercise of the rights that assist you as interested.

## **BOOKING FORM**

Personal data will be processed to manage online reservations, your payments, any complaint or claim about the services provided, identify and validate your legal age to hire, as well as for and, where appropriate, the formulation, exercise or defense of claims

The legal basis that legitimates the processing of personal data is the application of pre-contractual measures.

Personal data will be transferred to the State Security Forces in compliance with legal obligations, and, in some cases, may be assigned to online payment service providers.

The personal data will be kept as long as the consent is not withdrawn, unless they should be kept for the maintenance of the relationship between the parties or during the years necessary for compliance with legal obligations.