

LEGAL NOTES: TERMS OF USE and PRIVACY POLICY

1. IDENTIFICATION DATA:

In compliance with the duty of information contained in article 10 of Law 34/2002, of July 11, Services of the Information Society and Electronic Commerce, the following data are reflected below: Sandrine Barrial, the owner of the web domain www.donanahorseadventure.es (here after Doñana Horse Adventure), with address for these purposes at Avenida de Cabezudos nº25, 21730 Almonte, telephone 0034626784628, NIE number: X7623942V registered in the Active Tourism Registry of Andalusia with number AT/HU/00080 and Contact email: info@donanahorseadventure.com

2. USERS:

Access and / or use of the Doñana Horse Adventure website attributes the condition of USER, which accepts, from said access and / or use, the General Conditions of Use listed here. The mentioned conditions will apply regardless of the General Conditions of Contract.

3. TERMS OF USE OF THE WEBPAGE:

The Terms of Use of the website constitute a legally binding and enforceable contract between Doñana Horse Adventure and the USER in relation to the use of any Service - so please read them carefully. If you do not read, fully understand or agree to the Terms of Use and the Privacy Policy of the website, you must immediately leave this website, application or service and avoid or suspend all use of any of our services. Doñana Horse Adventure provides access to a multitude of information, services, programs or data (here after, "the contents") to which the USER may have access. The USER assumes responsibility for the use of the website. This responsibility extends to the registration that is necessary to access certain services or contents. In this registry, the USER will be responsible for providing truthful and lawful information. The USER undertakes to make appropriate use of the content and services that Doñana Horse Adventure offers through its website and with an enunciative but not limiting character, such as not to use them to (i) incur illegal or contrary to good faith and public order; (ii) disseminate content or propaganda of a racist, xenophobic, pornographic-illegal nature, advocating terrorism or attacking human rights; (iii) cause damage to the physical and logical systems of Doñana Horse Adventure, its suppliers or third parties, introduce or spread computer viruses or any other physical or logical systems that are likely to cause the aforementioned damage; (iv) try to access and, where appropriate, use the email accounts of other users and modify or manipulate their messages. Doñana Horse Adventure reserves the right to withdraw all comments and contributions that violate respect for the dignity of the person, that are discriminatory, xenophobic, racist, pornographic, that attempt against youth or childhood, order or public safety or that, in his opinion, they are not suitable for publication. In any case, Doñana Horse Adventure will not be responsible for the opinions expressed by users through forums, chats, or other participation tools.

4. GENERAL CONTRACTING CONDITIONS:

4.1 User:

The USER must provide accurate and complete information when hiring a service. We highly recommend the USER to provide his own contact and billing information, including his ID or passport number and a valid email address. The USER is at least eighteen (18) years old, or the legal age of majority in his jurisdiction and has the legal authority, right and freedom to form a binding agreement with Doñana Horse Adventure. The USER guarantees that his country of residence is the same as the country specified in the contact or billing address he provides us.

4.2 Rates:

Doñana Horse Adventure is authorized to modify its Rates at any time and without prior notice, without such changes affecting previous booking made by the USER. All rates are considered in Euros and include taxes (21% VAT).

4.3 Booking online:

We recommend that the USER verify the existence of additional costs that may be charged by third parties in connection with the purchase of online services (such as international transaction fees, currency exchange rates or charges from banks or credit card companies). Doñana Horse Adventure is not responsible for such charges or additional costs.

4.4 Cancellation conditions:

4.4.1 Cancellation by the USER:

Only if the cancellation of the service is formally made by writing at least 1 week before the scheduled date, 75% of the amount delivered will be refunded. During the last week: no refund. The client can always request a change of date / time in his reservation. The change will depend on the availability.

4.4.2 Cancellation by Doñana Horse Adventure:

In case of having to cancel a reservation due to reasons beyond the control of Doñana Horse Adventure, a change of date / time will be offered. In case of not being able to find an agreement, 100% of the amount paid will be refunded.

4.4.3 Cancellation for rain:

In case of rain, a change of date will be offered according to availability or the full amount paid will be refunded.

4.5 Invoice:

Doñana Horse Adventure will issue an invoice or a credit note for any payment of Rates or refund made. Each Invoice will be sent to the USER if requested by email. In order to issue the Invoice, the USER must provide certain Personal Information (as that term is defined in the Privacy Policy) to comply with local laws.

5. PRIVACY POLICY / DATA PROTECTION:

5.1 Personal data protection:

Doñana Horse Adventure really respects the privacy of its users and is totally committed to the protection of your personal information and its correct use. We strongly recommend that you read this policy and make sure that you understand and agree with it before accessing or using any of our services. Doñana Horse Adventure complies with the guidelines of the Organic Law 15/1999 of December 13 on Protection of Personal Data, Royal Decree 1720/2007 of December 21, which approves the Regulations for the development of the Organic Law, the RGPD law of May 25, 2018 and other regulations in force at each moment, and ensures the proper use and treatment of the user's personal data. For this, the USER is informed that the data provided through the web page through the corresponding forms and the emails received, which are considered as personal data, will be incorporated into our files in order to be able to manage the requested service, answer your request and / or process your request. These files are registered with the Spanish Agency for Data Protection in accordance with current legislation and development regulations. The USER guarantees and responds, in any case, of the veracity, accuracy, validity, authenticity, relevance of the Personal Data provided, and undertakes to keep them duly updated.

In those cases where to make a request it is necessary to fill in a form and make a "click" on the submit button, the completion of the same necessarily imply that you have been informed and has expressly granted your consent to the content of the clause attached to that form or acceptance of the privacy policy. Note: you are not required by law to provide us with any information. You hereby acknowledge, guarantee and accept that any information you provide to us does so by your free will and consent, for the purposes and uses described.

5.2 Data provided by third parties:

In the event that personal information is included in the application by persons who do not own it, the USER must, prior to its inclusion, inform said persons of the points contained in the preceding paragraphs and obtain the consent of the holders of the data. Doñana Horse Adventure disclaims any responsibility for the breach of this requirement.

5.3 Data of minors:

You are not authorized to provide data of persons under ten years of age through this Website. Doñana Horse Adventure disclaims any responsibility for the breach of this requirement.

We encourage parents / guardians to take the appropriate measures so that their children under ten years of age do not consult this Website.

5.4 Commercial communications by electronic means:

Communications that are made by email or by any other electronic means, will be necessary to manage your request. However, they will be those that have been consented or expressly authorized by the addressees in accordance with Law 34/2002, of July 11, Services of the Information Society and Electronic Commerce, except as provided by article 21.2 of this same Law, in the wording given by the First Final Provision of the new General Law of Telecommunications.

5.5 Security measures:

The person responsible for the files has adopted the security levels of protection of Personal Data legally required by Title VIII of RD 1720/2007, of December 21, and has installed all the means and technical measures available according to the state of the technology to prevent the loss, misuse, alteration, unauthorized access and theft of the Personal Data provided.

5.6 Duty of secrecy:

The USER has the confidentiality and duty of secrecy of Doñana Horse Adventure and all those who treat the data in name and on behalf of the same. Notwithstanding the foregoing, the USER is aware of the possibility that the security of communications over the network is not invulnerable.

5.7 Rights of those affected:

The USER may exercise the rights of access, rectification, cancellation and opposition of personal data as provided in the Organic Law of Protection of Personal Data (L.O. 15/1999) and the RD. 1720/2007, writing a letter, attaching a copy of his ID or Passport, to the following postal or electronic address: Doñana Horse Adventure (Sandrine Barrial) Avd Cabezudos 25, 21730 Almonte or info@donanahorseadventure.com

5.8 Use of "Cookies":

This website uses cookies". The "cookies" are small data files that the Internet server sends to the browser and that are returned later in each new request. These files are stored in the USER's computer and allow the system to remember characteristics or browsing preferences of previous sessions. The purpose of these cookies is to improve the service we offer to the USER. The "cookies" of this website are not invasive or harmful. The USER authorizes the processing of the data of their navigation through the page, otherwise leave the Website. Information on how to eliminate or control cookies is also available at www.aboutcookie.org

5.9 Contact us:

If you have any questions, if you do not want us to process your data, if you wish to access, correct or delete any personal information we have or would like to make any suggestion or recommendation, please contact us at the following email address: info@donanahorseadventure.com

6. INTELLECTUAL AND INDUSTRIAL PROPERTY:

Doñana Horse Adventure by itself or as an assignee, is the owner of all the intellectual and industrial property rights of its website, as well as the elements contained in it (for example, images, sound, audio, video, software or texts) ; trademarks or logos, combinations of colors, structure and design, selection of used materials, computer programs necessary for its operation, access and use, etc.), ownership of Doñana Horse Adventure or its licensors. All rights reserved. By virtue of the provisions of articles 8 and 32.1, second paragraph, of the Law on Intellectual Property, the reproduction, distribution and public communication, including the method of making them available, of all or part of the articles is expressly prohibited. contents of this web page, with commercial purposes, in any support and by any technical means, without the authorization of Doñana Horse Adventure. The USER undertakes to respect the rights of Intellectual and Industrial Property owned by Doñana Horse Adventure. You can visualize the elements of the portal and even print them, copy them and store them on your computer's hard drive or on any other physical medium, as long as it is solely and exclusively for your personal and private use. The USER must refrain from deleting, altering, evading or manipulating any protection device or security system that was installed on the pages of Doñana Horse Adventure.

7. EXCLUSION OF GUARANTEES AND RESPONSIBILITY:

Doñana Horse Adventure is not responsible, in any case, for damages of any kind that may be caused, for example: errors or omissions in the content, lack of availability of the portal or transmission of virus or malicious or harmful programs in the contents, despite having adopted all the necessary technological measures to avoid it.

8. MODIFICATIONS:

Doñana Horse Adventure reserves the right to carry out without prior notice the modifications that seems appropriate in its website, being able to change, delete or add both the contents and services provided through it and the way in which they appear presented or located in the website.

9. LINKS:

If some links or hyperlinks to other Internet sites are available on behalf of the domain, Doñana Horse Adventure will not exercise any type of control over said sites and contents. In no case Doñana Horse Adventure will assume any responsibility for the contents of any link belonging to a third party website, nor will it guarantee the technical availability, quality, reliability, accuracy, amplitude, veracity, validity and constitutionality of any material or information contained in any of said hyperlinks or other Internet sites. Likewise, the inclusion of these external connections will not imply any type of association, merger or participation with the connected entities.

10. RIGHT OF EXCLUSION:

Doñana Horse Adventure reserves the right to deny or withdraw access to the website and / or services offered without prior notice, on its own or by third party, to the users who fail to comply with the General Conditions of Use.

11. GENERALITIES:

Doñana Horse Adventure will pursue the breach of these conditions as well as any improper use of its website by exercising all civil and criminal actions that may correspond by law.

12. MODIFICATION OF THE PRESENT CONDITIONS AND DURATION:

Doñana Horse Adventure will be able to modify at any time the conditions determined here, being duly published as they appear here. The validity of the aforementioned conditions will be based on their exposure and will be in force until they are modified by others duly published.

13. APPLICABLE LEGISLATION AND JURISDICTION:

The relationship between Doñana Horse Adventure and the USER will be governed by current Spanish regulations and any controversy will be submitted to the corresponding Courts.