



Hotel Castillo de Monda is a trademark of Dutch Origin SL, with C.I.F. ES-B93.455.335 and address at Calle de la Villeta 6, 29110 Monda (Málaga), Spain.

## **GENERAL CONTRACTING CONDITIONS**

### **Identification and prior information.**

In the contracting conditions, the client will be identified as "THE CLIENT" or a similar format to designate all the conditions or clauses that will affect this part and the supplier, Hotel Castillo de Monda, will be identified as "Castillo de Monda" or a format similar to designate all the conditions or clauses that will affect this part.

These general contracting conditions are applicable to any natural, autonomous person or public or private entity that formalizes the contracting of a product or service with Hotel Castillo de Monda. If any of them are only applicable to a certain group, this fact will be identified in the specific clause or in the specific paragraph.

### **Object of the contract.**

The purpose of these contracting conditions is to establish a legal and formal framework for the provision of services under the specific indications and stipulations that are drawn up below.

### **Information regarding the proposals offered**

#### **Validity period of the evaluations offered**

Valuations are generally valid for 14 calendar days unless previously agreed. Once this period is over, prices may vary. Make sure that your event is correctly valued for the specific date that you want to hold it and, to guarantee the price, close it before the end of this period of validity of the proposals. It is possible that your offer does not include a specific date but a validity period (for example, for events held in the next 30 days). This means that this price will be valid for events that take place within that valued period.

#### **Offer prices and promotions**

Promotions, discounted prices or similar may only be applied in the period that the promotion is valid. A transfer of dates from an event with a promotion to other dates that did not have a promotion will cause the event to go to its usual price (price without promotion).



### **Additional conditions of the proposals**

These general contracting conditions apply to all activities and events held at Hotel Castillo de Monda. If you require special evaluations with other characteristics, make sure that in your proposals these conditions appear in one of the notes or in the descriptive text. If not, it will only and exclusively apply to what appears in these general contracting conditions.

Both parties may negotiate and accept particular conditions that apply to the development of the event, for which email instructions have been applied to the contract signed between Hotel Castillo de Monda and THE CLIENT. The parties grant this method of contact and acceptance or qualification of the proposals full validity for legal purposes regardless of the type of entity that was THE CLIENT.

Not being able to carry out an event or not being able to fully develop it due to adverse weather conditions caused by the fact of doing it outside even if it were under tents, it will not imply a refund of any amount. In these cases, the amount will be charged in full.

### **Information regarding the hiring process**

#### **Hiring the event**

For the acceptance and correct contracting of the event, the following will be required:

**Private customers :** the contract is formalized by the reception by Hotel Castillo de Monda of the following documents signed by THE CLIENT: the budget and the general conditions of contract. If possible, the electronic certified signature of the documentation is preferred over the handwritten signature. In addition, a copy of the ID must be sent. on both sides in pdf format. It will also be necessary to comply with the payment conditions described in the general contracting conditions.

**Freelancers and companies:** the hiring is formalized by the reception of Hotel Castillo de Monda of the following documents signed and stamped by THE CLIENT: the budget, the proforma invoice and the general contracting conditions. If possible, the electronic certified signature of the documentation is preferred over the handwritten signature. In addition, a copy of the ID must be sent. of the person who will sign the contract on behalf of the company on both sides in pdf format and a copy of the Tax Identification Number (NIF) Accreditation Card issued by the Tax Agency for that company . It will also be necessary to comply with the payment conditions described in the general contracting conditions.



**Public entities:** the contracting is formalized by the reception of Hotel Castillo de Monda of the following documents signed and stamped by THE CLIENT: the budget, the proforma invoice and the general contracting conditions. If possible, the electronic certified signature of the documentation is preferred over the handwritten signature. In addition, supporting documentation of the budget reserve will be required or, at least, have the number of the budget reserve assigned to the development of the activity or event.

### **Payment terms**

#### **Paragraph with condition applicable exclusively to companies, freelancers and individuals:**

To confirm the reservation of the activity, in addition to receiving the documents described above signed, the non-refundable transfer of 20% + VAT (10%) must be made to the bank account that will be designated in the budget or the proforma invoice that will be issued to such effect by Hotel Castillo de Monda and will be sent email. The rest of the invoice will be paid by bank transfer 45 days before your event or on the date expressly agreed in the budget. The final invoice of the event with any additional expenses will be made after the end of the event and will be sent to THE CLIENT by email.

### **Final confirmation email**

Once the steps described in Contracting the event and Payment conditions have been completed, Hotel Castillo de Monda will notify THE CLIENT with an informative email of all the data referring to it and that all the necessary information or documents are in order. This same email will be the confirmation by Hotel Castillo de Monda that the event will take place as agreed.

### **Cancellation policy of activities or events and modifications**

#### **Modification of activity or event dates**

In case of transfer of dates 45 calendar days or more ( $\geq 45$ ) before the date of the event, a budget for the event must be made again (prices may vary). The transfer to new dates will be conditioned to the availability of dates, materials, products & produce by Hotel Castillo de Monda.

In case of transfer of dates with less than 45 calendar days ( $<45$ ) in advance until the date of the event, in order to be able to move to a new date, a 20% + VAT additional surcharge must be paid. The transfer to new dates will be conditioned to the availability of dates, materials, products & produce material by Hotel Castillo de Monda.



The event cannot be moved less than 28 calendar days (<28) before the date of the event.

### **Cancellation of activity or event by Hotel Castillo de Monda**

In the very unlikely event that Hotel Castillo de Monda is forced to cancel your event reservation, all monies paid to Dutch Origin SL will be fully refunded. Hotel Castillo de Monda is obliged to offer alternative options, including a change of date, but will not be responsible for any changes that may occur, such as reserved flights and changes in accommodation.

### **Cancellation of activity or event by the client**

In case of cancellation of the event 90 calendar days or more in advance, THE CLIENT must pay 50% + VAT of the total value of the contract.

In case of cancellation of the event with less than 90 calendar days in advance, THE CLIENT must pay the entire value of the contract.

**Additional COVID protocol:** At all times THE CLIENT must respect and execute the current regulations of the Spanish Authorities regarding COVID. The cancellation of an event due to COVID must always be protected and documented through official and legally valid documents that expressly prohibit the activity or event. These documents will only be valid if they are issued by state or regional public entities and they have powers in health matters to suspend, postpone or cancel an activity or event for these reasons.

Any postponement or cancellation due to force majeure (whether or not due to COVID) must comply in the same way with the conditions of modification of dates or cancellation of activity or event. It is the responsibility of THE CLIENT, if he wants to cover these circumstances, to hire an event cancellation insurance on his part.

### **Modification of number of people :**

In the event of a change in the number of people 21 calendar days or more (> = 21) before the date of the event, (unless previously agreed in writing) a budget for the event must be made again (prices may vary). The change will be conditioned to the availability of material and / or accommodation by Hotel Castillo de Monda.

In the event of changes in the number of people less than 21 calendar days (<21) before the date of the event, at least the original amount will be charged or, if the amount increases, the new total will be charged. The change will be conditioned to the availability of material and / or accommodation by Hotel Castillo de Monda.



### **Modifying menus**

A modification of menus is possible 21 calendar days or more ( $\geq 21$ ) in advance until the date of the event, but it will be conditioned by the availability of ingredients and produce available and may require a price change. The change of menus with less than 21 calendar days ( $<21$ ) in advance until the date of the event is not possible.

### **Information about the activity or event contracted**

#### **Validity of comments or clarifications in reference to the event by telephone**

The information offered by telephone, although it is normally equivalent to that which appears in the contracts and commercial offers made, may not be exactly the same or it may be transmitted erroneously or with incorrect data. If you need to obtain information with a full legal guarantee, please request it by email. Telephone information will only be considered information, but will not have any contractual or binding aspect or condition on the part of Hotel Castillo de Monda with THE CLIENT.

#### **Activity data**

The activity will take place at Hotel Castillo de Monda or another specific location that is agreed with THE CLIENT in the emails exchanged between the parties and the hours and particular conditions agreed in the emails will be attended to.

As a general rule, the assembly will always be carried out immediately before the start of the event. That is, if an event starts at 10 a.m. and it costs 2 hours to assemble it, the assembly will be from 8 to 10 h. If you need the assembly to be carried out earlier, request it and make sure that, in the assessment, it is expressly named in one of the notes that will appear in the estimate. If it is not expressly named in these notes, the assembly cannot be carried out previously. The price of the proposal could vary requesting this condition.

As a general rule, dismantling will always be carried out immediately after the end of the event. That is, if an event ends at 8 p.m. and it takes 2 hours to disassemble it, the disassembly will be from 20 to 22 h. If you need the disassembly to be carried out later, request it and make sure that, in the valuation, it is expressly named in one of the notes that will appear in the estimate. If it is not expressly named in these notes, the disassembly cannot be carried out later. The price of the proposal could vary requesting this condition.



## **Communications**

All communications and notifications that must be made by the parties by virtue of this contract and must be made in writing with acknowledgment of receipt or by any other means that leaves a reliable record of their due receipt.

Notwithstanding the foregoing, it will be understood that Hotel Castillo de Monda has notified in the terms of this contract provided that it accredits the sending of the communication to the address or email that THE CLIENT has communicated to Hotel Castillo de Monda in application of the provisions in this contract.

It is understood that, if any other additional email is not notified, Hotel Castillo de Monda will take as a valid email, for notification purposes, the email through which the budgets or information about the event or activity to be carried out had been requested. For Hotel Castillo de Monda, the contact telephone number is **+34 952 459 836** and the email is [events@castillodemonda.com](mailto:events@castillodemonda.com).

All communications that affect the contract through qualifications, modifications or additional information, must always be made in writing to the email addresses that the parties have designated.

The change of notification address must be notified to the other party by the same means. Any communication sent to an address other than those expressed above, will be understood as not made. If communication through these means fails for any reason, any reliable means of notification may be used, preferably by registered letter or burofax, at the addresses of the headquarters or domicile of Hotel Castillo de Monda or THE CLIENT, respectively.

For the purposes of valid communication, any of the addresses that have been communicated or that appear in an official register may be used. If the address reported by THE CLIENT as a natural person, company or entity that appears as THE CLIENT is different from those registered in the commercial register or the corresponding registries, it may be notified, indistinctly, in any of them and the notification will be valid for all purposes.

## **Conditions regarding food and beverages (F&B)**

All F&B services will be provided by Hotel Castillo de Monda. It is not allowed to hire third parties to supply F&B, nor is it allowed to consume your own food or beverages in public areas, unless it is expressly agreed in the budget. Hotel Castillo de Monda reserves the right to confiscate any food that is brought onto our property without our consent.



### **Semi exclusivity**

For all semi-exclusive events, the Castillo de Monda will reserve the agreed areas for your event.

Semi exclusivity ensures that a specific area only is exclusive for your event, the remaining areas in the hotel, and all public areas will be accessible to all hotel guests and the general public and our normal hospitality services will apply.

The areas not assigned to the group event are completely at the disposal of the Castillo de Monda, to allow other events such as birthdays, corporate events, etc. to take place.

### **Exclusivity**

Castillo de Monda recognizes that if the client reserves their event exclusively, we will not reserve another event or accommodation on the same date.

### **Wedding ceremonies**

The use of confetti or artificial rice is not allowed in the gardens or in any area of the hotel.

Please assign someone from your group to handle all wedding cards and gifts, decorations, and any additional wedding cakes. When leaving the event area, ensure that all items are removed or placed in an area agreed upon by management. Hotel Castillo de Monda will not be responsible for the loss of gifts or other objects that belong to the client.

### **Setting up the event tables**

El Castillo de Monda will provide our standard event setup for

- (a): all white tablecloths
- (b): all white napkins
- (c): our standard table decoration

We are happy to assist you with the rental of different tablecloths and special decorations for your event on your behalf for an additional fee.

### **Breakages Deposit**

In case of supplying additional decorations or external decorators, we require a damage / breakage deposit of a minimum of 500 euros and a maximum of 1000 euros which will be refundable.

The breakage deposit will be refunded once the manager on duty has reviewed the event area to ensure that there has been no damage to the area or property.



### **Fireworks**

Only the Hotel Castillo de Monda has the right to supply fireworks for your event with our specialized supplier. Chinese lanterns and open fires are strictly prohibited in and around the hotel.

There are alternative options and only the Hotel Castillo de Monda can provide licenses for this type of event. The Hotel Castillo de Monda is not responsible for the failure to obtain the necessary license. In general, fireworks will not be possible from May 1 to October 31 due to the risk of wildfires.

### **Music and entertainment**

All exterior areas must comply with noise restriction timelines and all outside music must cease at 12pm/ 24:00.

By prior arrangement, it may be possible to move to an interior area until 01:00.

If we are notified of any inconvenience, we reserve the right to

- (a) Lower the volume of the music.
- (b) End the music or animation.

If the client hires outside artists or musicians, we will need a copy of their last "autonomous" payment and a copy of the invoice that has been delivered to them, including taxes and a copy of their company registration number.

### **Finishing Time**

An end time for the event will be agreed eight weeks before it.

The customer is expected to stick to it.

At the agreed end time, the bar will close and the music and / or entertainment will cease.

Castillo de Monda may agree to stay open for additional hours after the agreed end time, a mandatory minimum bar spend per hour of 500 euros is required.

### **Theft and damage**

El Castillo de Monda is not responsible for items lost, stolen or damaged during your event. Castillo de Monda reserves the right to charge an appropriate cleaning fee if the state of the area after an event deems it necessary.

The client agrees to be responsible for any damage or theft of furniture, facilities, equipment, table accessories or other goods caused by the client's guest, or other persons responsible to the client during the event.

Castillo de Monda will not assume any financial responsibility for damage or theft of goods brought to the facilities by the client, the client's guests or external suppliers.



## **Billing and payment period for remaining amounts**

### **Billing**

The invoice date will always be the same day or after the event. Hotel Castillo de Monda will send the invoice to THE CLIENT through the platform that the parties have normally designated during the week after the event takes place. In the case of companies, private clients or freelancers, the invoice will be issued in PDF format and sent to the email in which the communications regarding the event have been made. In the case of public entities, the invoice will be made in electronic invoice format and sent through FACe or similar platform available to them.

If, for any reason, you require the invoice to be issued and sent prior to the event or activity, expressly request it by email.

The invoice will include texts and explanations necessary under the criteria of Hotel Castillo de Monda. If you require any type of special condition to be included in the invoice, please let us know by email prior to the activity or event.

The concepts included in the invoice cannot be modified once it has been issued. In any case, if exceptionally and for a well-founded reason it should be modified, this modification will not affect the calculation of the term or payment period. The issuance and delivery of the first invoice will be taken into account for these purposes. Any additional concept or description that must be included as a text or number on the invoice and has not been previously communicated will have a cost of € 50 + VAT, which will be included in the amount of the new invoice.

### **Terms or payment period**

#### **Paragraph with condition applicable exclusively to individuals:**

If the event is held for an individual, the payment of the remaining amounts must be in cash, at the event, always prior to the start of the activity or event and to the staff who will attend. Once the amount is delivered and verified by our staff, they will deliver at the same time to THE CLIENT a document to certify that they have paid this pending amount.

#### **Paragraph with condition applicable exclusively to companies and freelancers:**

In the event that the event is held for a company or a self-employed person, the maximum payment term of the pending amounts is seven (7) calendar days after the celebration of the activity or the event on our part. It is the same period that is reflected in the invoice that will be issued for this purpose.



**Paragraph with condition applicable exclusively to public entities:**

In the event that the event is held for a public entity, the maximum payment term of the pending amounts is thirty (30) calendar days after the celebration of the activity or the event on our part. It is the same period that is reflected in the invoice that will be issued for this purpose.

**Delinquency and collection costs**

The applicable current legislation will be followed, specifically, Law 3/2004, of December 29, which establishes measures to combat late payment in commercial operations and its subsequent modifications.

Hotel Castillo de Monda will have the right to obtain from the debtor greater compensation for all collection costs in the event that they exceed the amount established as a minimum by Law in which they have incurred due to delays in payments or a claim for payment. that had been carried out (by way of example, but not limited to: attorney's fees, collection management agency, commissions, interest, court fees and any other expense). In addition, THE CLIENT expressly agrees to assume any legal costs that may arise due to a claim by Hotel Castillo de Monda in the event of non-payment or breach of the contract by THE CLIENT.

**Payment protection**

**Clause applicable exclusively to companies, freelancers and individuals:**

THE CLIENT grants privileged credit status to any debt that it has with Hotel Castillo de Monda. Specifically, it will be a credit with general privilege, always with preferential collection rights over any ordinary or subordinated credit. Additionally, THE CLIENT and Hotel Castillo de Monda agree that the principle that is reflected in article 1911 of the Civil Code will be applicable to the debts in force by THE CLIENT in this case, which will affect, without distinction, any of the persons to which Hotel Castillo de Monda made the claim, be they physical or legal.

For the good end of the contract, the signing natural person as THE CLIENT, as well as the administrator or administrators of the company of THE CLIENT, both those who appear at the time of signing and the subsequent ones, were jointly and severally and appear or Not your signature in this document, guarantee personally, jointly and unlimitedly to Hotel Castillo de Monda the fulfillment by the commercial entity or natural person designated at the beginning as THE CLIENT of all the obligations derived from the contract until its termination in accordance with the terms of the same .



## **Confidentiality and data protection**

### **Confidentiality**

Both parties agree to a confidentiality and secrecy commitment regarding any information, product or process known as a consequence of this agreement, acting in good faith and with due diligence while this contract remains in force and also after its termination.

### **Data Protection**

In compliance with the provisions of the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, regarding the protection of personal data and the free movement thereof and the Law Organic 3/2018, of December 5, Protection of Personal Data and guarantee of digital rights, we inform you that the data you provide us will be incorporated and will be treated in the files owned by Hotel Castillo de Monda in order to be able to provide our services, as well as to keep you informed about matters related to the activity of the company. Hotel Castillo de Monda undertakes to treat the personal data provided confidentially and not to communicate or transfer said information to third parties. In accordance with said Law, you have the right to exercise the rights of access, rectification, cancellation, limitation, opposition and portability free of charge by email to [info@castillodemonda.com](mailto:info@castillodemonda.com) or at the address Calle de la Villeta 6, 29110 Monda.

## **Validity of the documentation, application of the clauses and resolution of conflicts**

### **Documentation regarding the contract**

Copies of the contract signed by fax or scanned by email will have the same validity as the original contracts.

The non-reception, incomplete or erroneous reception by Hotel Castillo de Monda of any of the documents described above as necessary to formalize the contract will empower Hotel Castillo de Monda under its sole and exclusive criteria to choose whether or not to carry out the activity, event or tournament. If it cannot be carried out under this criterion, it will not compromise Hotel Castillo de Monda in any way nor will it have any negative consequences for Hotel Castillo de Monda. If Hotel Castillo de Monda chooses to carry out the activity, event or tournament, THE CLIENT will be equally bound as if each and every one of the necessary documents had been received.



### **Nullity and ineffectiveness of the clauses**

If any clause of the Conditions or of the Service Provision Contract is declared, totally or partially, null or ineffective, such nullity or ineffectiveness will affect only said provision or the part of it that is null or ineffective, with the remaining clauses subsisting. In all the rest, having such provision, or the part of it that is affected, by not being placed.

### **Legislation**

This contract will be governed and interpreted in accordance with Spanish law. For the resolution of any doubt or divergence that may arise from the fulfillment, interpretation, execution or effectiveness of this contract, Hotel Castillo de Monda and THE CLIENT, expressly waiving their own jurisdiction as necessary, submit to the jurisdiction of the Courts and Tribunals of Malaga (Spain).

### **Authorizations, permits and responsibilities**

Authorizations, permits, special taxes and fees

THE CLIENT is responsible for obtaining and paying, if required, the corresponding permits for the conclusion of this contract.

Hotel Castillo de Monda in no case will be responsible for the expenses or taxes caused by SGAE or similar or similar entities.

The CUSTOMER is responsible for all kinds of state, municipal and local taxes that occur as a result of the activity to be carried out and any other that is incurred for the performance of the contracted service.

### **Absence of Society or Association between the parties**

In no case or circumstance will the formalization of this contract imply the constitution of a company or association between the parties, limiting the responsibility of each of them to what is established in its clauses. In no case will there be a relationship of solidarity or subsidiarity between the parties, responding individually for their actions against third parties.

### **Responsibilities**

In the event that the person signing as THE CLIENT does not hold the representation that she manifests, she assumes jointly and unlimitedly the responsibilities of this contract.

THE CLIENT is responsible for any damage that occurs to the participants or visitors of the contracted activity or event, within the premises where it is held, provided that it is not unequivocally, accurately and directly attributable to the Hotel Castillo de Monda.



The Hotel Castillo de Monda is exempt from any responsibility for the lack or anomalies in any supply by the supply companies (by way of example, but not limited to: Internet connection, electricity, water, etc.).

The Hotel Castillo de Monda, for its part, will be liable in the event of poor provision of the contracted services or defective materials.

### **Event policy and guidelines**

As a customer, you are responsible for the behavior of your guests.

Your assistance may be required to ensure responsible drinking behavior is followed to make your event a success. Our policy, which has proven to be effective and discreet, is as follows:

1. No liquor will be sold or consumed at your event to anyone under 18 years of age. Identification cards will be requested from anyone who appears to be under the age of 18 years.
2. No liquor will be sold or consumed to anyone who, in the opinion of the staff is or appears to be intoxicated. This is a state law.
3. In an effort to control alcohol consumption, staff may proceed as follows when it seems like a problem is developing:
  - (a). Staff will notify a manager of possible over consumption by a client
  - (b). Manager and staff member will take note of the situation
  - (c). The manager will ask for the collaboration of the other members of the party
  - (d). Will stop serving a certain group and close the bar area for that group.
  - (e). Stop the party
  - (f). Call the police



**Final clause. Acceptance of conditions**

By signing this document, THE CLIENT declares that he has read and understood the conditions of service and accepts them in full expressly and without reservation or objection. In proof of conformity, both parties sign this document by mutual agreement, on the last page, at the date and place indicated at the beginning of the contract. The signature in the last of the pages implies the total acceptance of each and every one of the clauses present in the contract.

In proof of compliance with these general contracting conditions, THE CLIENT, having accepted and subscribed to all these conditions, acknowledges receiving a copy through the email address provided.

For the acceptance of each and every one of the conditions manifested throughout several pages in these general contracting conditions, THE CLIENT signs the first page and the last page, in the spaces designated for this purpose. If the signature is produced electronically, it will be enough to sign the document by means of a valid, official electronic certificate and certified by a recognized entity, on the last of the pages.