



CANCELLATION POLICY

Through its **WEBSITE: www.closdagon.com**, of, **MAS GIL, SLU**, hereinafter, **BODEGAS CLOS D'AGON**, the administrator of the website. Due to the content and purpose of the **WEBSITE**, people who want information must fill out the **contact form**, those who want to make a reservation for the visit to the winery, and other spaces offered on this website, must register in the form, **BOOK**, your data will be incorporated into an automated file for your protection in application of article 13 of the General Data Protection Regulation-EU-2016/679, of the Parliament and Council of Europe, as of April 27, 2016, and the LOPD-3/2018 of the Guarantee of Digital Rights of December 5, Directive 2011/83 / EU, on consumer rights, of the Law applicable to Electronic Commerce, 34/2002, LSSI-CE, Law 9/2014, General Telecommunications, and Law 3/2014, of March 27, which modifies the revised text of the General Law for the Defence of Consumers and Users and other Law complements alike.

In accordance with article 6, section f, of the RGD-UE-2016/679, and the LOPD-3/2018, of Guarantee of Digital Rights, in its article, 7, it states that the interests or rights and Fundamental freedoms of the interested party that require the protection of their personal data, in particular when the interested party is a minor under 14 years of age who cannot give their consent for an online business to collect their personal data, being their legal representatives (parents or guardians) who can do so on their behalf, except when the minor is at least 16 years old, their consent will be lawful.

1. INFORMATION ABOUT THE WEBSITE CONTENT:

The **WEBSITE: www.closdagon.com**, of which **BODEGAS CLOS D'AGON** is the Administrator, for the sale and online reservation of the spaces to visit in our wineries and the purchase of our wines.

The reservation of activities and services through the website is prohibited to minors under 18 years of age, if they are not accompanied by an adult. The services offered by **BODEGAS CLOS D'AGON**, through the website, that involve the consumption or sale of alcoholic beverages of any strength are prohibited to persons under 18 years of age.

Visits will begin on time at the time and day reserved, with visitors having to present themselves to the reception and information area at least ten minutes in advance. Otherwise, **BODEGAS CLOS D'AGON** does not guarantee that the scheduled visit can be carried out, since the visit can only be made if there are places available.

2. PRICES OF RESERVATIONS:

The set prices that are indicated through the **WEBSITE**, include VAT for all visit reservations, a rate that will be reflected at the time of acceptance of the reservation in the **BOOK** section.

3. FORMALIZATION OF THE RESERVATION:

Once the reservation is formalized, that is, with the **acceptance** of the **reservation conditions** and the confirmation of the purchase process in the **BOOK** section, the administrator of the website, www.closdagon.com, will send an email to **USER / CUSTOMER**, confirming the details of the purchased reservations.



4. FORM OF PAYMENT:

The **USER / CUSTOMER** will pay with the following currency, the euro €, at the time of ordering the product.

This **WEBSITE** complies with the regulations, **PCI-DSS** (Payment Card Industry-Data Security Standard) mandatory compliance for all those websites that store, handle and process sensitive financial information such as bank card data.

The **USER / CLIENT** must pay the amount corresponding to their order through the payment system: **CARD or BANK TRANSFER.**

The **USER / CUSTOMER** must notify the administrator of the website of any improper or fraudulent charge in the payment system used, by email, contabilidad@closdagon.com, or by phone, **+34 972 661 486**, in the least possible period of time for the administrator to carry out the appropriate procedures.

5. RETURN OR WITHDRAWAL:

5.1. RETURN OR WITHDRAWAL PROCEDURE

In attention to Royal Legislative Decree, 1/2007, in its article 71, and Law 3/2014, of March 27, reservations purchased on this website may be returned and reimbursed, provided that the **USER / CLIENT**, communicates to the administrator their intention to cancel the reservation.

The right of withdrawal will not be applicable, in accordance with article 103 of Law 3/2014.

The administrator of the website will only accept returns that meet the following requirements:

- The cancellation will not be formalized until we receive written notification via email (visits@closdagon.com).
- If the minimum number of visitors is not reached for each activity, **BODEGAS CLOS D'AGON** reserves the right to change the date of the visit by providing prior information to customers.
- **BODEGAS CLOS D'AGON**, reserves the right to modify the content of the tour, alter the duration of the visit for reasonable causes such as work in the cellar or atmospheric agents.
- If the cancellation is made by the user up to 24 hours before the reservation, a check will be issued for your visit valid for one year from the day of purchase.
- If they do not show up on the day of the reservation and have not given the necessary notice, the amount of their visit will not be refunded, and it will not be exchanged for a check.
- The above penalties are not applicable when the cancellation occurs due to a duly accredited force majeure.



- If the reason for the withdrawal is attributable to the administrator of the website (the visit is incorrect or incomplete, it is not what was reserved, etc.), the amount of the reservation will be refunded. If the reason is another, the cost of the withdrawal costs will be borne by the **USER / CLIENT**.

To proceed with a return or withdrawal, the following steps must be followed:

You must inform **BODEGAS CLOS D'AGON** as soon as possible and indicate that the reservation wants to be cancelled. Information can be done over the phone: **+34 972 661 486**, or by email: visitas@closdagon.com.

The administrator of the website accepts and treats returns or withdrawals under the protection of Spanish Laws, and those of the EU, mentioned above.

6. REFUND TO THE USER / CLIENT:

If **BODEGAS CLOS D'AGON** cancels the visit before its start, for reasons attributable to the winery, the full amount will be returned to the visitor-clients.

Refund for the value of a check for your visit valid for one year from the day of purchase. This right is not included in the reservations requested in a specific and personalized way.

Only if the reserved service is defective or incorrect, the website administrator will also reimburse the **USER / CLIENT**, the corresponding expenses.

The administrator of the website will manage the order to refund the amount of the reservation, under the same system that was used for payment. The application of the refund in the account or card of the **USER / CLIENT** will depend on the payment system and the issuing entity.

7. APPLICABLE LAW AND ARBITRATION:

These terms and conditions of sale and use are governed by the applicable Spanish legislation on the matter.

8. PRIVACY POLICY:

BODEGAS CLOS D'AGON, informs of the possibility of exercising the rights of **access, rectification, opposition, deletion, limitation, and portability**, so that the user can obtain a copy of the personal data that has been provided on the website to transmit them to other services.

These rights may be exercised by any means that gives proof of their shipment and receipt to the address: **Afores s/n**, Postal Code: **17251**, Town: **CALONGE**, Province: **GIRONA**, Email: info@closdagon.com, providing a photocopy of your ID or alternative documentation that verifies your identity.