



## **GENERAL CONTRACTING CONDITIONS**

Below you will find the contractual document which will govern the contraction of products and services through the web site <https://fycma.com>, owned by the Palacio de Ferias y Congresos de Málaga (*from now on the provider*). The acceptance of the present document implies that the user:

- a. has read and understands what is explained here.
- b. has the legal capacity necessary to contract.
- c. accepts all the obligations formulated here.

The present conditions will be valid for an indefinite period of time and will be applicable to all the contracts carried out through the inscription forms which can be found on the provider's web site <https://fycma.com>.

The provider reserves the right to modify the said conditions unilaterally, without this affecting the equipment or promotions that were obtained before the modification being affected.

## **IDENTITY OF THE PARTIES**

On one hand, the provider of the equipment or services hired by the user is the Empresa Municipal de Iniciativas y Actividades Empresariales de Málaga, Palacio de Ferias y Congresos de Málaga, with the corporate domicile in Plaza Jesús El Rico, 1, 29012 Málaga C.I.F: A-29.233.681, registered in the Registro Mercantil de Málaga, tomo 898, libro 708, folio 162, hoja 9040-A, inscripción 1<sup>a</sup> and with the telephone number 952045500 for customers' services and on the other hand,

The user, who accesses the provider's inscription forms on the website through the link provided.

## **THE AIMS OF THE CONTRACT**

The aims of the present contract are to regulate purchases and sales arising between the provider and the user at the moment when the latter agrees to carry out the online payment during the contracting process.

The trading contractual relationship entails the delivery of a specific product or service, in exchange for a stipulated and publicly announced price through the website.



## CONTRACTING PROCEDURE

The contracting procedure can only be carried out in the Spanish Language. When there is a possibility of carrying out the procedure in another language, it will be specified before initiating the contracting procedure.

In order to access the services offered by the provider the user will have to register through the web inscription form and provide, of his own free will, any personal information that will be required in accordance with our [privacy policy](#).

In accordance with what is stipulated in article 27 of the 34/2002 Information Society Services and Electronic Commerce Act you are informed that the contracting procedure will be conducted in the following way:

1. Completion of inscription form.
2. Selection of payment method.
3. Sending of details and acceptance of general contracting conditions
4. Payment by PayPal, Credit card or Bank order.
5. The sending within the next 24 hours, of a first email indicating that the user has been accepted and his data have been registered.
6. The sending of a second email confirming payment and activation of the service, informing the user regarding access and all its characteristics.
7. The sending of an invoice with the price and description of the service contracted if it has been applied for.

All the on-line payments are carried out through safe servers with https protocol, using trustworthy third parties such as PayPal or the Bank of Santander's virtual POS.

## THE PROVISION OF SERVICES

The contract does not entail the physical delivery of any type of product to the user's home address. The service will only be offered in the Palacio de Ferias y Congresos de Málaga or directly through the web. The provider will inform the user about the necessary procedure in the use of its services.

The provider will give the user a user's name and password, over which the user will have total responsibility for its handling and safekeeping, being also responsible for the truth and exactness of the personal data given to the provider. The user accepts to utilise the user's name and password provided carefully, not to make them available to third parties, as well as to inform



the provider of any loss or theft or of any unauthorised access by a third party, so that the provider may proceed to block the information immediately.

When payment by credit card is used, the buyer guarantees that he is the holder of the bank card used for the transaction.

The provider will make sure that the web is free from viruses or any other damaging content that might affect the correct working of the equipment in which it is installed. Moreover, the provider is not responsible for the use of any applications that are different from those stipulated or for the lack of minimum requisites that the system establishes.

### **PRICE AND EXPIRY DATE OF THE OFFER**

The indicated price of each product or service includes Value Added Tax (VAT), and any other taxes that might be applicable will always be expressed in Euros (€). These prices, unless the contrary is expressly indicated, do not include expenses such as transport, insurance or any other additional and ancillary services to the product or the service acquired.

The prices applicable to each product or service will be published on the provider's website and will be applied automatically during the last stage of the contracting process. The client accepts that the economic value of some of the products is liable to change in real time, the current price being applicable at the moment of contracting the product or service. In any event, the users will always be informed beforehand of any modifications.

If the user has requested it, the payment made to the provider will entail the making of an invoice in the name of the registered user or to the physical or legal person that the user has expressly named. The said invoice will be sent to the email address supplied by the user or by normal post to the fiscal address supplied.

For any information about the service or product contracted, the provider supplies the user with a customers' service telephone number: 952045500 and email address: [info@fycma.com](mailto:info@fycma.com). In all cases, it is essential that the user should state the name of the provider's event, either in the email message or to the telephone operator.

### **WITHDRAWAL RIGHTS**

If a user who has formalised his inscription in an event that has been organised by the provider should decide to cancel his participation 100% will be returned on condition that the cancellation is sent in writing (by email or fax) at least 30 days before the event is to be held. If the cancellation should occur within the 30 days leading up to the inauguration of the event, the whole sum of his participation may be required.

Regarding rejections, these will all be explained in writing, where the reason for the rejection will be stated, allowing the user the opportunity to explain whatever he should consider to be in



his interests. Normally, users' applications are rejected when they do not correspond to the participants' profile stipulated by the Event's management team.

The Organisation reserves the right of admission and to shorten, lengthen or postpone the event if special circumstances or reasons of force majeure require it without being obliged to pay any compensation to the users.

#### **APPLICABLE LAW AND JURISDICTION**

These conditions will be governed and construed according to Spanish law with regard to anything that is not specifically stated. The provider and the user agree to submit any controversy that might arise from the provision of products or services that are subject to these Conditions to the Courts and Tribunals of the city of Malaga.

If the user is domiciled outside Spain, the provider and the user expressly renounce any other forum, submitting themselves to the Courts and Tribunals of Malaga (Spain).