

The following text describes our privacy policy.

In this text we use our commercial name Royal Tervis Properties, as a brand, we use SUNSETinSPAIN.

Disclaimer

Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to our services, up to an aggregate amount of the aggregate cost of your reservation (whether for one event or series of connected events).

However and to the extent permitted by law, we shall not be liable for (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including rates, availability and ratings) of the accommodation as made available on our website, (iii) the services rendered or the products offered by the accommodation provider or other business partners, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our website, or (v) any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, wilful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the accommodation or any of our other business partners (including any of their employees, directors, officers, agents, representatives or affiliated companies) whose products or service are (directly or indirectly) made available, offered or promoted on or through the website, including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond our control.

SUNSET in SPAIN (member of Royal Tervis Properties) is not liable or responsible for the remittance, collection, withholding or payment of the relevant taxes due on the accommodation price to the relevant tax authorities.

By uploading photos/images onto our system (for instance in addition to a review) you certify, warrant and agree that you own the copyright to the photos/images and that you agree that SUNSET in SPAIN (member of Royal Tervis Properties) may use the uploaded photos/images on its (mobile) website and in (online/offline) promotional materials and publications and as SUNSET in SPAIN (member of Royal Tervis Properties) at its discretion sees fit. You are granting SUNSET in SPAIN (member of Royal Tervis Properties) a non-exclusive, worldwide, irrevocable, unconditional, perpetual right and license to use, reproduce, display, have reproduced, distribute, sublicense, communicate and make available the photos/images as SUNSET in SPAIN (member of Royal Tervis Properties) at its discretion sees fit. By uploading these photos/images the person uploading the picture(s) accepts full legal and moral responsibility of any and all legal claims that are made by any third parties (including, but not limited to, accommodation owners) due to SUNSET in SPAIN (member of Royal Tervis Properties) publishing and using these photos/images. SUNSET in SPAIN (member of Royal Tervis Properties) does not own or endorse the photos/images that are uploaded. The truthfulness, validity and right to use of all photos/images is assumed by the person who uploaded the photo, and is not the responsibility of SUNSET in SPAIN (member of Royal Tervis Properties). SUNSET in SPAIN (member of Royal Tervis Properties) disclaims all responsibility and liability for the pictures posted. The person who uploaded the photo warrants that the photos/images shall not contain any viruses, Trojan horses or infected files and shall not contain any pornographic, illegal, obscene, insulting, objectionable or inappropriate material and does not infringe any third party (intellectual property right, copyright or privacy) rights. Any photo/image that does not meet the aforesaid criteria will not be posted and/or can be removed/deleted by SUNSET in SPAIN (member of Royal Tervis Properties) at any time and without prior notice.

Intellectual property rights

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SUNSET in SPAIN (member of Royal Tervis Properties) exclusively retains ownership of all rights, title and interest in and to (all intellectual property rights of) (the look and feel (including infrastructure) of) the website on which the service is made available (including the guest reviews and translated content) and you are not entitled to copy, scrape, (hyper-/deep)link to, publish, promote, market, integrate, utilize, combine or otherwise use the content (including any translations thereof and the guest reviews) or our brand without our express written permission. To the extent that you would (wholly or partly) use or combine our (translated) content (including guest reviews) or would otherwise own any intellectual property rights in the website or any (translated) content or guest reviews, you hereby assign, transfer and set over all such intellectual property rights to SUNSET in SPAIN

(member of Royal Tervis Properties). Any unlawful use or any of the aforementioned actions or behaviour will constitute a material infringement of our intellectual property rights (including copyright and database right).

Miscellaneous

To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with Dutch law and any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the competent courts in Orihuela, Spain.

The original Dutch version of these terms and conditions may have been translated into other languages. The translated version is a courtesy and office translation only and you cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the Dutch version and any other language version of these terms and conditions, the Dutch language version to the extent permitted by law shall apply, prevail and be conclusive. The Dutch version is available on our website (by selecting the Dutch language).