

BELOW ARE GENERAL CONDITIONS IS ENGLISH AND IN ESTONIAN. IN CASE OF DISCREPENCY IN BETWEEN THE TWO, ESTONIAN VERSION SHALL PREVAIL.

ALL ON ÜLDTINGIMUSED INGLISE JA EESTI KEELES. JUHUL KUI NENDE VAHEL ON ERINEVUSI SIIS EESTI KEELNE VERSIOON ON ÜLIM.

GENERAL CONDITIONS.

1. ORDERING CONDITIONS

1.1. THE TERMS AND CONDITIONS APPLY BETWEEN THE PERSON (HEREINAFTER THE GUEST) AND NOVACAP OÜ, THE OWNER OF THE SHOPPING ENVIRONMENT [HTTPS://WWW.GARDENSTUDIOS.EU](https://www.gardenstudios.eu) (HEREINAFTER THE GARDEN STUDIOS BOOKING ENVIRONMENT), REGARDING THE LEGAL RELATIONSHIPS ARISING FROM THE PURCHASE OF SERVICES AND PRODUCTS THROUGH THE GARDEN STUDIOS BOOKING ENVIRONMENT.

1.2. IN ADDITION TO THESE TERMS AND CONDITIONS, LEGAL RELATIONSHIPS ARISING FROM THE PURCHASE OF SERVICES AND PRODUCTS THROUGH THE GARDEN STUDIO BOOKING ENVIRONMENT ARE REGULATED BY THE LAWS IN FORCE IN THE REPUBLIC OF ESTONIA.

1.3. A PERSON OF AT LEAST 18 YEARS OF LEGAL CAPACITY MAY MAKE TRANSACTIONS IN THE BOOKING ENVIRONMENT. THE PERSON WHOSE BANK ACCOUNT OR CREDIT CARD WAS USED TO PAY THE FEE IS RESPONSIBLE FOR THE CONSEQUENCES OF ORDERS PLACED BY A NON-COMPLIANT PERSON.

2. PRICE INFORMATION

2.1. ALL PRICES ARE IN EUROS AND INCLUDE VAT ESTABLISHED IN THE REPUBLIC OF ESTONIA.

2.2. CAREFULLY FOLLOW THE SELECTED PRICE INFORMATION. ADVANCE PAYMENT IS MANDATORY FOR SOME PRICES. IF YOU CANCEL A PRICE WITH AN ADVANCE PAYMENT CONDITION, THE SERVICE/PRODUCT PROVIDER HAS THE RIGHT NOT TO RETURN THE PREPAID AMOUNT.

2.3 IF THE SERVICE/PRODUCT HAS NOT BEEN PAID FOR IN ADVANCE, IT MUST BE DONE IN CASH OR WITH A PAYMENT CARD UPON ARRIVAL AT THE HOTEL.

3. PAYMENT TERMS FOR PREPAID PRODUCTS

3.1. THE SERVICE/PRODUCT PURCHASED BY THE CLIENT THROUGH THE GARDEN STUDIO BOOKING ENVIRONMENT CAN BE PAID FOR BY BANK TRANSFER OR VISA/MASTERCARD.

BY PAYING THE FEE, THE CUSTOMER CONFIRMS THAT HE HAS READ AND ACCEPTS ALL THE TERMS AND CONDITIONS MADE AVAILABLE BY THE SERVICE PROVIDER THROUGH THE BOOKING ENVIRONMENT.

4. ORDERING AND ORDER CONFIRMATION

4.1. WHEN PLACING AN ORDER, PLEASE FILL IN ALL MANDATORY FIELDS (NAME, E-MAIL, ETC.) IN THE BOOKING SYSTEM. YOUR ORDER IS CONFIRMED WHEN YOU HAVE RECEIVED THE ORDER CONFIRMATION TO THE E-MAIL ADDRESS YOU PREVIOUSLY ENTERED.

5. ORDER CANCELLATION, MODIFICATION AND REFUND

5.1. PURCHASES OF ACCOMMODATION AND ACCOMMODATION PACKAGES ARE NON-CANCELABLE, 100% ADVANCE PAYMENT IS REQUIRED AND THE TRANSACTION / PAYMENT MADE IS NON-REFUNDABLE.

6. PRIVACY POLICY

- 6.1. PERSONAL DATA PROVIDED WHEN PURCHASING A PRODUCT/SERVICE IN THE ONLINE BOOKING ENVIRONMENT ARE CONFIDENTIAL AND ARE PROCESSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PERSONAL DATA ACT.
- 6.2. GARDEN STUDIOS DOES NOT DISCLOSE THE CUSTOMER'S PERSONAL DATA TO THIRD PARTIES WITHOUT THE CUSTOMER'S CONSENT, EXCEPT IN CASES PROVIDED BY LAW.
- 6.3 THE PERSONAL DATA TO BE PROCESSED ARE THE DATA REQUESTED FROM THE CUSTOMER WHEN COMPLETING THE ORDER (FIRST AND LAST NAME, PHONE NUMBER, E-MAIL ADDRESS, ETC.).
- 6.4 THE SECURITY OF PAYING WITH A BANK LINK AND BANK CARD IS PROTECTED BY THE SSL SECURITY PROTOCOL, WHICH ENSURES THAT THE EXCHANGED INFORMATION CANNOT BE INTERCEPTED OR CHANGED BY OUTSIDERS.

7. ADDITIONAL INFORMATION ABOUT THE PRODUCT/SERVICE PROVIDER

- 7.1. ARRIVAL AND DEPARTURE. THE HOTEL ROOM IS FOR YOUR USE FROM 15:00 ON THE DAY OF ARRIVAL UNTIL 12:00 ON THE DAY OF DEPARTURE.
- 7.2. SMOKING RULES. GARDEN STUDIOS IS NON-SMOKING. IF THE GUEST VIOLATES THE SMOKING BAN, THE COMPANY HAS THE RIGHT TO DEMAND COMPENSATION FROM THE GUEST.
- 7.3. PETS ARE NOT ALLOWED IN OUR HOTEL. IT IS ALSO NOT ALLOWED TO ACCOMMODATE MORE PEOPLE IN THE APARTMENTS THAN INDICATED IN THE RESERVATION. NIGHT TIME IS FROM 21:00 TO 9:00. PARTIES ARE NOT ALLOWED IN THE APARTMENTS AND THE ENTIRE BUILDING. IN CASE OF VIOLATION OF THESE RULES, GARDEN STUDIOS HAS THE RIGHT TO UNILATERALLY TERMINATE THE ACCOMMODATION CONTRACT WITHOUT RETURNING THE PAYMENTS RECEIVED.
- 7.4. THE APARTMENTS ARE IN GOOD CONDITION AND GARDEN STUDIOS HAS THE RIGHT TO DEMAND DAMAGES FROM THE GUEST IF THE LATTER HAS DAMAGED THE ŌLE 22/1 TALLINN BUILDING, THE APARTMENTS AND THE PROPERTY BELONGING TO THEM.

8. OTHER

- 8.1 DISPUTES BETWEEN THE CLIENT AND NOVACAP OÜ ARISING FROM THE ORDERING AND PURCHASE OF SERVICES THROUGH THE BOOKING ENVIRONMENT WILL BE RESOLVED THROUGH NEGOTIATIONS. IF NO AGREEMENT IS REACHED, THE CUSTOMER HAS THE RIGHT TO CONTACT THE CONSUMER PROTECTION BOARD FOR THE PROTECTION OF HIS RIGHTS. DISPUTES AND ISSUES NOT STATED IN THESE TERMS AND CONDITIONS ARE RESOLVED BASED ON THE LEGISLATION IN FORCE IN THE REPUBLIC OF ESTONIA.

LEGAL NAME OF THE COMPANY: NOVACAP OÜ

REG. NO.: 12399349

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ÕLDTINGIMUSED.

1. TELLIMISTINGIMUSED

- 1.1. TINGIMUSED KEHTIVAD ISIKU (EDASPIDI KÜLALINE) JA OSTUKESKKONNA [HTTPS://WWW.GARDENSTUDIOS.EU](https://www.gardenstudios.eu) (EDASPIDI GARDEN STUDIOS BRONEERIMISE KESKKOND) OMANIKU NOVACAP OÜ VAHEL GARDEN STUDIOS BRONEERIMISE KESKKONNA VAHENDUSEL TEENUSTE JA TOODETE OSTMISEL TEKKIVATE ÕIGUSSUHETE KOHTA.
- 1.2. LISAKS KÄESOLEVATELE TINGIMUSTELE REGULEERIVAD GARDEN STUDIOS BRONEERIMISE KESKKONNA VAHENDUSEL TEENUSTE JA TOODETE OSTMISEL TEKKIVAIÐ ÕIGUSSUHTEID EESTI VABARIIGIS KEHTIVAD ÕIGUSAKTID.
- 1.3. BRONEERIMISE KESKKONNAS TOHIB TEHINGUID TEHA VÄHEMALT 18 AASTANE TEOVÕIMELINE ISIK. NÕUETELE

MITTEVASTAVA ISIKU POOLT SOORITATUD TELLIMUSTE TAGAJÄRGEDE EEST VASTUTAB ISIK, KELLE PANGAKONTOT VÕI KREDIITKAARTI KASUTADES ON TASU MAKSMINE SOORITATUD.

2. HINNAINFO

- 2.1. KÕIK HINNAD ON EURODES JA SISALDAVAD EESTI VABARIIGIS KEHTESTATUD KÄIBEMAKSUSID.
- 2.2. JÄLGIGE TÄHELEPANELIKULT VALITUD HINNAINFOT. ETTEMAKS ON KOHUSTUSLIK OSADELE HINDADELE. KUI TE TÜHISTATE ETTEMAKSU TINGIMUSEGA HINNA, ON TEENUSE/ TOOTE PAKKUAL ÕIGUS ETTEMAKSTUD SUMMAT MITTE TAGASTADA.
- 2.3 KUI TEENUSE/ TOOTE EEST EI OLE EELNEVALT TASUTUD, TULEB SEDA TEHA HOTELLI SAABUMISEL SULARAHAS VÕI MAKSEKAARDIGA.

3. MAKSETINGIMUSED ETTEMAKSUGA TOODETELE

- 3.1. KLIENDI POOLT GARDEN STUDIOS BRONEERIMISE KESKKONNA VAHENDUSEL OSTETUD TEENUSE/ TOOTE EEST SAAB TASUDA ÜLEKANDEGA INTERNETIPANGA VAHENDUSEL VÕI VISA/ MASTERCARDIGA.
TASU MAKSMISEGA KINNITAB KLIENT, ET TA ON TUTVUNUD KÕIKIDE TEENUSEPAKKUJA POOLT BRONEERIMISE KESKKONNA KAUDU KÄTTESAADAVAKS TEHTUD TINGIMUSTE JA REEGLITEGA NING AKTSEPTERIB NEID.

4. TELLIMINE JA TELLIMUSE KINNITUS

- 4.1. TELLIMUSE TELEMISEL PALUN TÄITKE BRONEERIMISE SÜSTEEMIS KÕIK KOHUSTUSLIKUD VÄLJAD (NIMI, EPOST JNE). TEIE TELLIMUS ON KINNITATUD, KUI OLETE SAANUD TELLIMUSE KINNITUSE TEIE POOLT EELNAVLT SISESTATUD EPOSTI AADRESSILE.

5. TELLIMUSE TÜHISTAMINE, MUUTMINE JA RAHA TAGASTAMINE

- 5.1. MAJUTUSE JA MAJUTUSE PAKETTIDE OSTUD EI OLE ANNULEERITAVAD, ETTEMAKS ON 100% JA TEHTUD TEHING / MAKSE EI OLE TAGASTATAV.

6. PRIVAATSUSPOLIITIKA

- 6.1. ONLINE BRONEERIMISE KESKKONNAS TOOTE/ TEENUSE OSTU SOORITAMISEL ESITATUD ISIKUANDMED ON KONFIDENTSIAALSED JA NEID TÖÖDELDAKSE VASTAVALT ISIKUANDMETE SEADUSE NÕUETELE.
- 6.2. GARDEN STUDIOS EI AVALIKUSTA KLIENDI ISIKUANDMEID KOLMANDATELE OSAPOOLETELE ILMA KLIENDI NÕUSOLEKUTA, VÄLJA ARVATUD SEADUSES SÄTESTATUD JUHTUDEL.
- 6.3 TÖÖDELDVAATEKS ISIKUANDMETEKS ON ANDMED, MIDA KÜSITAKSE KLIENDILT TELLIMUSE VORMISTAMISEL (EES-JA PEREKONNANIMI, TELEFONINUMBER, E-POSTI AADRESS JNE).
- 6.4 PANGALINGIGA JA PANGA KAARDIGA MAKSMISE TURVALISUS ON KAITSTUD SSL-TURVAPROTOKOLLIGA, MIS TAGAB SELLE, ET VAHETATAVAT INFORMATSIOONI EI SAA KÕRVALISED ISIKUD PEALT KUULATA EGA MUUTA.

7. LISAINFO TOOTE/ TEENUSE PAKKUJA KOHTA

- 7.1. SAABUMINE JA LAHKUMINE. HOTELLITUBA ON TEIE KASUTUSES SAABUMISPÄEVAL KELLA 15.00-ST KUNI LAHKUMISPÄEVAL KELLA 12.00-NI.
- 7.2. SUITSETAMISREEGLID. GARDEN STUDIOS ON MÕELDUD MITTESUITSETAJATELE. KUI KÜLALINE RIKUB SUITSETAMISKEELU KORDA, SIIS ON ETTEVÖTTEL ETTEVÖTTEL ÕIGUS NÕUDA KÜLALISE POOLSET KULUDE HÜVITAMIST.
- 7.3. LEMMIKLOOMAD EI OLE MEIE HOTELLIS LUBATUD. SAMUTI EI OLE LUBATUD MAJUTADA KORTERITES ROHKEM INIMESI KUI RESERVEERINGUS MÄRGITUD. ÕINE VAIKUSAEG ON ALATES KELL 21:00 KUNI 9:00. KORTERITES JA KOGU MAJAS EI OLE LUBATUD PIDUDE PIDAMINE. ANTUD REEGLITE RIKKUMISE KORRAL ON GARDEN STUDIOTEL ÕIGUS ÜHEPOOLSELT LÖPETADA MAJUTUSLEPING ILMA SAADUD MAKSEID TAGASTAMATA.
- 7.4. KORTERID ON HEAS KORRAS JA GARDEN STUDIOTEL ON ÕIGUS NÕUDA KÜLALISELT KAHJUTASU JUHUL KUI VIIMANE ON KAHJUSTANUD ÕLE 22/1 TALLINNA HOONET, KORTEREID JA SINNA JUURDE KUULUVAT VARA.

8. MUU

8.1 KLIENDI JA NOVACAP OÜ VAHEL BRONEERIMISE KESKKONNA VAHENDUSEL TEENUSTE TELLIMISE JA OSTMISEGA TEKKINUD VAIDLUSED LAHENDATAKSE LÄBIRÄÄKIMISTE TEEL. KOKKULEPPE MITTESAAVUTAMISEL ON KLIENDIL ÕIGUS PÖÖRDUDA OMA ÕIGUSTE KAITSEKS TARBIJAKAITSEMETISSE. VAIDLUSTE NING KÄESOLEVATES TINGIMUSTES MITTE VÄLJA TOODUD KÜSIMUSTE LAHENDAMISEL LÄHTUTAKSE EESTI VABARIIGIS KEHTIVATEST ÕIGUSAKTIDEST.

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