

## **GENERAL AND SPECIFIC CONDITIONS OF CONTRACTING THE AUTOMATIC LOCKER SERVICE OF THE SEVILLA PLAZA DE ARMAS INTERMODAL STATION**

### **1. Object**

These conditions regulate the contracting and use by the User of the automatic lockers located at the Sevilla Plaza de Armas Bus Station. The lockers are property of the entity CORPORACIÓN TRANSALIA, 2020, S.L., with NIF B-88388491 and registered office at Avda. Denia, nº155, 03015, Alicante.

### **2. Acceptance**

The User declares to have had access to these General and Particular Conditions prior to the formalization of the Contract because they were made available to them in the facilities of the Sevilla Plaza de Armas Bus Station. The User expressly accepts his submission to the General and Particular Conditions as these are an integral part and necessary for the conclusion of the Contract.

### **3. Conditions of contract**

#### **- Type of lockers**

- (M) Medium setpoint: measurements of 575mmX436mmX293mm.
- (L) Large storage: measurements of 575mmX436mmX560mm.
- (XL) Extra large storage: measurements of 575mmX436mmX856mm.

**MAKE SURE THAT THE SIZE CHOSEN IS THE CORRECT SIZE FOR YOUR LUGGAGE, THE COMPANY IS NOT RESPONSIBLE IF IT IS NOT APPROPRIATE.**

#### **- Price**

The applicable prices are those indicated on the touch screen of the lockers at the time of booking. Final prices include VAT. Purchases can be paid by any of the means indicated at the time of contracting. There is no possibility of payment in cash. - Schedule The left luggage service will be accessible only and exclusively during the Station's opening hours. Outside of these hours it will not be possible to access the lockers.

#### **- Procedure**

The lockers are fully automatic. The User must contract the number of lockers, size and reservation period on the touch screen. Once the contract is completed, the User will receive confirmation along with the number of reserved lockers and their security code for access. The User will only be able to access the lockers, as many times as they wish, through the security code provided on the touch screen itself when making their reservation, so it is essential that they keep it. Once the contract is confirmed, the lockers will open automatically, allowing you to deposit your belongings, and you must leave it

closed every time you open it, even when you definitively remove your belongings. In this case, **when you abandon the use of the lock permanently, you must press the “I'm leaving now” option on the touch screen.**

If you do not properly keep the security code, you must contact the telephone number that appears on the touch screen of the lockers or at the address [info.plazadearmas@vectalia.es](mailto:info.plazadearmas@vectalia.es) providing the necessary data to justify that you have formalized the Contract. In the event of a breakdown, blockage or any other type of technical incident in the use of the lockers, as long as it is during business hours, the User will have at their disposal the assistance service that they can use by calling the number that appears on the touch screen of the lockers. Only technical incidents or breakdowns will be attended to and not any other questions about use. For any other queries you must contact us by written communication to the following address [info.plazadearmas@vectalia.es](mailto:info.plazadearmas@vectalia.es)

- Failure to comply with the contracted period:

After five days from the moment the contracted period has ended, CORPORACIÓN TRANSALIA, 2020, S.L., will remove the objects deposited by the User from the lockers, keeping them for a period of 30 days. If, after this last period, the User does not claim said objects, they will be delivered to the pertinent municipal facilities, in accordance with the regulations established by the Sevilla Plaza de Armas City Council on lost objects. However, if the nature of the objects prevents their conservation during the indicated period, because they are perishable, dangerous, prohibited or illegal, Corporación Transalia may give them the corresponding treatment at the time they are removed from the storage rooms, without the User have the right to file any claim and/or receive compensation of any kind For each day that passes from the expiration of the contracted period without having released the lockers until they are collected by the User, a daily amount equivalent to the price of the uncollected locker will be accrued, regardless of the right of Corporación Transalia 2020, S.L. to claim damages actually suffered. Once the elements have been inserted into the lockers, the User can access them again as many times as they wish within the contracted period, being able to choose at that time if they want to continue using the lockers or if they are going to leave it free.

#### **4. Obligations and limitations of the User**

The User is obliged to use the instructions diligently and is obliged to:

- 1) Make sure that the locker has been properly closed when you insert the packages or remove them at the end of the contracted period.
- 2) Keep and not provide any third party with the security code generated during the use of the lockers, being fully responsible for non-compliance with this obligation and its consequences.
- 3) Do not use lockers as a means of trafficking goods between parties.

4) Leave the lockers in the same state in which you found them and, in particular, notify through [info.plazadearmas@vectalia.es](mailto:info.plazadearmas@vectalia.es) any incident found in the use of the lockers or their condition.

5) Do not use the accounts to save and/or deposit:

a) Organic matter, animals, electrical or electronic devices and/or objects or materials that could be corrosive, flammable, explosive or classified as prohibited or illegal substances.

b) Objects whose mere possession or trafficking is illegal, such as stolen objects, drugs, pornographic materials or, in any way, degrading to human beings, etc.

6) Do not use the lockers to deposit money, jewelry, electronic items (phones, tablets, computers, etc.) or, in general, goods with a total value of more than 500 euros.

Making any deposit that does not comply with the restrictions described above will be the sole and exclusive responsibility of the User. Transalia Corporation 2020, S.L. reserves the right to verify the interior of the lockers, in the presence or absence of the User, when there are serious reasons or other similar reasons that recommend this control, especially in cases of urgency, if any dangerous or non-compliant element is detected. the provisions of these Conditions.

Once the content of the instructions has been verified and they do not comply with these Conditions, Corporación Transalia 2020, S.L. will determine its fate, including the possibility of its destruction. The User will not have the right to file any claim or receive compensation for this concept.

The User will be fully responsible for any damage or deterioration that may be caused to the lockers due to improper or inappropriate use. If applicable, the User must compensate Corporación Transalia 2020, S.L. for the physical damages caused, as well as for lost profits. In particular and without limitation, he must pay a penalty per day in which the locker is unusable and which is established at 100 euros, as well as the cost of repair or replacement, regardless of the damages caused.

The penalties will be paid with the same means of payment as that used when contracting the service, or by bank transfer to the account indicated by Corporación Transalia 2020, S.L. if required by the User. The User expressly accepts that Corporación Transalia 2020, S.L. proceeds to collect the amounts established through the card or means of payment used when contracting the service.

## **5. Obligations and limitations of Corporación Transalia 2020, S.L.**

Except for fraud or gross negligence, Corporación Transalia 2020, S.L. is not responsible for the content that is deposited in the lockers by the User, with the User being the only

one responsible. Nor is it responsible for any damage that may be caused to the items deposited in the lockers. In case of theft, the User must file a report with the competent authorities.

## 6. Claims

The User may file a claim by sending an email to the following address [info.plazadearmas@vectalia.es](mailto:info.plazadearmas@vectalia.es). If the User is not satisfied with the response, they have the option of submitting a complaint form to the consumer authorities of Sevilla.

## 7. Modifications to the Conditions

Corporación Transalia 2020, S.L. reserves the right to make, at any time and without prior notice, the modifications it deems appropriate to these Conditions, and may update them in accordance with regulatory changes and the needs of the service. 8. Applicable legislation and jurisdiction These Conditions and the Contract will be governed by Spanish Law. Any controversy or litigation related to the interpretation, application or execution of these Conditions and the Contract will be submitted to the Courts and Tribunals of the city of Sevilla, with the parties expressly waiving any other jurisdiction that may apply to them.

### **ADDITIONAL CLAUSES (PROPOSAL FOR CUSTOMER VALIDATION)**

#### **MODIFICATION OR WITHDRAWAL OF THE CONTRACT**

Once the Service has been contracted and confirmed, the User may not modify or withdraw from it.

If the User wishes to modify their contract after it has been executed (for example, changing dates or extending the period), they must formalize a new contract according to the procedure available on the touchscreen, without prejudice to the fact that the previous contract remains valid under the accepted terms.

#### **NON-APPLICABILITY OF THESE CONDITIONS DUE TO MISUSE**

Those persons who have not contracted the Service through the means offered (touchscreen) or who misuse it will not be considered Users/Clients for the purposes of these Conditions, and therefore these General and Specific Conditions will not apply to them.

In particular, the following will not be considered Users/Customers:

- Those who use or accept an access code provided by another User to access a locker not booked by them.
- Those who leave luggage in an open locker without having previously booked it.

- Those who leave luggage outside the lockers provided for that purpose.
- Those who are in the locker area for purposes other than booking and using the Service in accordance with these Terms and Conditions.

#### **VIDEO SURVEILLANCE (IF APPLICABLE)**

To the extent that the Station or the facilities where the lockers are located have video surveillance systems, the User acknowledges and accepts their existence for the security of people, property, and facilities, in accordance with applicable regulations. The recordings may be made available to the competent authorities (Judges, Courts, or Law Enforcement Agencies) upon request or for the defense of the rights and legitimate interests of the entity responsible for processing.

#### **INDUSTRIAL AND INTELLECTUAL PROPERTY (IF APPLICABLE)**

The intellectual and industrial property rights to trademarks, logos, texts, interfaces, content, and any other elements associated with the Service, including those displayed on the touchscreen or associated signage, belong to their rightful owners.

The unauthorized reproduction, distribution, public communication, making available, or transformation of these elements is prohibited, except as permitted by applicable law.