

## GENERAL CONDITIONS OF RESERVATION AND/OR PURCHASE

Through our on-line booking service, you are contracting a reservation for tourist accommodation, a service which is subject to the following conditions:

These General Conditions establish, along with other terms and conditions, the legal framework that will regulate the contracting of services consisting of the provision of hotel accommodation services, carried out through the Website [www.hotelbiniamar.com](http://www.hotelbiniamar.com). This Website belongs to the Organisation HOTEL BINIAMAR, S.L., a legally established company, with registered address at C/ ALOSA Nº 11 07560 CALA MILLOR, BALEARES, tax code B07020662, and entered on the Companies Registry of the ISLAS BALEARES in Volume 1625, Folio 12, Sheet 6877 ,  
Book , Section 8.

The purpose of these contract conditions is to regulate the terms for contracting/reserving the services offered by the Company through the Website and the corresponding remuneration and/or payment to be made by the Customer to the Company.

Before initiating the contract procedure and by means of techniques adapted to the means of communication used, the Company makes clear, understandable and unequivocal information available to the recipient permanently, easily and free of charge, on the following matters:

- a) The various procedures that must be followed to accept these General Conditions of contract.
- b) Electronic file of these General Conditions of contract, available at all times.
- c) The Company makes the technical means available to the Customer to identify and correct any errors.
- d) The language in which these General Conditions of contract are made official is Spanish.
- e) Before initiating the contract procedure, the Company makes the General Conditions available for the Customer to save and reproduce.
- f) Additionally, the online contracting of products offered by the Company through this Website will be subject to the provisions in the Website's legal statement or notice.
- g) These General Conditions have been produced in accordance with the provisions established in Act 34/2007 governing information society services and electronic commerce; Act 7/1998 governing General Conditions of Contract, Royal Decree 1906/1999 regulating contracting by telephone or electronic means with General Conditions in implementation of article 5.3 of Act 7/1998; Legislative Royal Decree 1/2007, of 16 November, enacting the consolidated text of the Consumer and User Protection Act, and other complementary legislation.
- h) The sale of any of the hotel accommodation services provided by our Company through its Website implies the Customer's acceptance without reservation of each and every one of the General Conditions of Contract and the General Conditions for use of the Website, and any of the Specific Conditions that apply.
- i) The Company informs Customers that the procedures to contract the services offered are those described in these General Conditions, as well as the Specific Conditions indicated on the Website while browsing, such that the Customer states that he or she knows and accepts said procedures as necessary to access the hotel accommodation services offered.

j) All information provided during the contract process will be stored by the Company. Any modification or correction of the data provided by Customers while browsing must be made according to the indications contained on the Website.

k) By providing his or her details, the Customer gives their explicit consent for their personal data to be processed for the purpose of contracting/reserving the hotel accommodation offered.

The Customer contracts the Company's hotel accommodation services, and the Company accepts the order to provide the services selected on the Website, in accordance with this contract regarding price, General Conditions and Specific Conditions of the service/services selected.

The Vendor reserves the right to modify said conditions unilaterally, without this affecting any services or promotions that were contracted prior to any such modification. I. IDENTITY OF VENDOR.

The Vendor of the services contracted by the Customer and/or User is HOTEL BINIAMAR, S.L., a hotel company that provides hotel accommodation services.

The Website [www.hotelbiniamar.com](http://www.hotelbiniamar.com) is registered under the name of HOTEL BINIAMAR, S.L.. The trade name is duly registered under the name of the Company and/or Organisation.

## **II. PURPOSE OF THE CONTRACT CONDITIONS.**

1. The purpose of these contract conditions is to establish the conditions for the sale and/or reservation of the services to be contracted on the Website [www.hotelbiniamar.com](http://www.hotelbiniamar.com). The conditions regulate the contractual relationship of the sale/reservation of hotel accommodation generated between the Vendor and the Buyer when the latter accepts the corresponding box during the online purchase process. The characteristics of the services contracted are reflected in the corresponding pages on this Website, as well as the particular features of each operation that can be carried out on the Website, and always in Spanish.

2. The contracting of any of the services and/or products by the Buyer through the Website [www.hotelbiniamar.com](http://www.hotelbiniamar.com) entails acceptance of and being bound by these General Conditions and/or Specific Conditions of Sale in their entirety.

3. Through the Website, the Company provides hotel accommodation reservation and/or sale services, which are always offered by HOTEL BINIAMAR, S.L.. This reservation and/or sale of hotel accommodation shall be governed by the Conditions of Contract contained herein and by any Specific Conditions that apply to each of the products and services offered.

4. The prices applicable to the products and/or services contracted are those indicated on the Website on the date on which they are reserved and/or contracted. VAT is included  
Offers are duly marked and identified, indicating the previous price and the offer price.

5. All the technical means and requirements needed to access the page, the Website and the services and/or products available on it shall be exclusively the responsibility of the User, as well as any costs or taxes to which the provision of said services may be subject.

6. Having accessed the Website, and in order to use the various services, the User must follow all the indications and instructions shown on the site, and complying to that effect with the Specific Conditions and other forms established for each service, which entails reading and accepting all the General Conditions of Contract and any of the Specific Conditions that may be applicable.

### III. PURCHASE AND/OR RESERVATION PROCEDURE.

If you are under 18 years old, you cannot book any reservation from [www.hotelbiniamar.com](http://www.hotelbiniamar.com). To book any reservation from HOTEL BINIAMAR, S.L. you must be of legal age.

Services must be contracted by specifically selecting the type of accommodation desired, using the purchase and/or reservation selection instruments installed on the Website.

Once the purchase and/or reservation request has been selected and verified, you will have explicitly accepted in full each and every one of the General Conditions contained on the Company's Website, and which implies the contracting of the services requested.

From the moment of acceptance, the User is granted the status of Customer of the Company as described in these General Conditions. Any service, product and/or reservations offered subsequently by the Company shall be subject to a new contract.

Users/Customers are advised to read these General Conditions carefully, and either print them out or save the document in electronic format.

To contract the services offered on the Website [www.hotelbiniamar.com](http://www.hotelbiniamar.com) and/or to access particular services, the User must register his or her personal details, including email address.

Once your data is registered on our server, or you contract our services, your personal and professional details, address and chosen method of payment are added to our database, which is used solely to process registration of the service contracted for the selected period and to send information on offers and information that may be of interest to you during the period contracted. At any time, you can modify your Customer registration data ( address, contact telephone number, email address, etc. ).

You are informed that, in accordance with article 27 of Act 34/2002 governing Information Society and Electronic Commerce Services, the contract procedure will consist of the following steps:

1. To start to contract an accommodation service on [www.hotelbiniamar.com](http://www.hotelbiniamar.com), the User must select one of the hotel room accommodation services shown on the Website, by proceeding to reserve it by selecting the arrival and departure dates. The User can view and control the accommodation selected. The selected product, reservation dates and price will be shown.

Once the accommodation and the arrival and departure dates have been selected, the User must then complete the reservation and/or purchase procedure. In this step, the User must provide his or her details and select one of the permitted payments and/or reservation systems. In the event of paying and/or reserving by credit card, the User must enter the details of his or her selected credit or debit card and must accept the General Conditions of contract and/or reservation. The conditions of the reservation that has been selected and its price will then be shown. VAT is included

Users may apply any discounts available to them.

At this point, the User can proceed to make the payment and/or confirm the reservation.

2. To make the reservation and/or payment, all the selected details must have been entered and the General Conditions of contract accepted. To do so, a form must be completed with the information requested. Any information that is necessary to proceed to the purchase will be marked with an asterisk.

The User can check the appropriate box to ask to receive news and offers from HOTEL BINIAMAR, S.L..

3. The payment/reservation method accepted by the Vendor is :

Visa  
Master Card

4.-For HOTEL BINIAMAR, S.L. the security of its clients is essential [...]. Therefore, in order to protect the transmission of confidential information, the Web server of [www.hotelbiniamar.com](http://www.hotelbiniamar.com) has a data encryption protocol using algorithms of up to 128 bits, through an SSL Security Certificate (Secure Sockets Layer). SSL encryption technology protects economic transactions and the flow of data (name, address, credit card number, etc.), allowing operations to be carried out securely.

For payment with credit cards of Visa and Mastercard, the client must have activated the payment through CES (Comercio Electrónico Seguro = Secure Electronic Commerce). Communication between the client and the payment entity will also be done through a secure server with SSL encryption. The client's credit card data will be absolutely confidential (: neither HOTEL BINIAMAR, S.L.nor third parties may have access to them).

5 . Finally, the User must confirm the contract and/or reservation.

#### **IV. SERVICE/PRODUCT.**

The accommodation offered for sale on the Website has a description that is as accurate as possible regarding the characteristics of the hotel accommodation to which the contract and/or reservation relates. The Specific Conditions listed in the appendix are applicable to the hotel accommodation offered. V. PRICE AND AVAILABILITY OF SERVICES.

The prices applicable to each of the hotel accommodation services offered shall be those published on the Website [www.hotelbiniamar.com](http://www.hotelbiniamar.com), indicated below each accommodation depending on the date selected. Prices are shown in euros.

Once the hotel accommodation service to be reserved and/or contracted has been selected, before the Buyer accepts the operation, the price will be clearly specified for each service selected and/or contracted and/or any applicable costs and any applicable promotions and/or discounts.

The Vendor reserves the right to modify the prices at any time. In the event of the sale and/or reservation price being modified, the products and/or services will be invoiced according to the price indicated during the contract and/or reservation registration process.

Any payments made to the Vendor will entail an invoice being issued in the name of the User and/or Customer. For any information about the service contracted, The Vendor will provide a customer services desk that Users can ring at 971585513 or email at: [BINIAMAR@HOTELBINIAMAR.COM](mailto:BINIAMAR@HOTELBINIAMAR.COM)

#### **VI. VALIDITY OF THE OFFER.**

The offers on the Website and/or the services offered on the Website will be available until any modification relating to the offer and/or service is made, notice of which will be given one week in advance.

#### **VII. RIGHT OF WITHDRAWAL AND CANCELLATION**

The right of withdrawal of the user/consumer, provided for in article 68 of the Royal Legislative Decree 1 /2007, of November 16th, is not applicable in this contract, since it is a hotel accommodation service and the exceptions to the right of withdrawal provided for in art. 103 of Royal Legislative Decree 1/2007, of November 16th, apply.

Cancellation conditions:

The withdrawal and/or cancellation conditions are specified in the contracted reservation

To exercise the right of withdrawal, the Customer may use any of the following methods:

- a) By telephone at the number 971585513.
- b) By email at the address BINIAMAR@HOTELBINIAMAR.COM. Using the withdrawal form that the Customer must download here, and which can be sent to the email address BINIAMAR@HOTELBINIAMAR.COM. In this case the Customer must state WITHDRAWAL FORM as the subject of the email

#### **VIII. FORMALISATION OF THE CONTRACT.**

Contracts shall be deemed to have been formalised and will produce all the effects provided for by the legal system, when there is mutual consent and the other requirements for it to be valid are met. They shall be governed by the provisions set out in the Information Society Act, articles 23 and 24, in the Civil Code, in the Commercial Code and in other Spanish civil or mercantile regulations.

The contract between the parties will be presumed to have been formalised in the locality of the Company's registered address and/or establishment.

#### **IX. MODIFICATION**

The Company reserves the right to modify or replace these Contract Conditions upon completion of the contract as a consequence of the existence of new economic and/or commercial circumstances that would make it advisable to do so, as well as modify, alter and distribute laws, regulations and rules applicable to the provision of the service and/or related aspects.

The Company undertakes to make every effort to maintain an acceptable level of compliance with its contractual obligations.

#### **X. LIABILITY REGIME.**

The Company will not be held liable for any problems resulting from lack of access or problems inherent to connecting to the internet or to power networks when these are due to causes outside of its control or causes that could not have been foreseen by the parties, or as a result of which, despite being foreseeable, the Company has made every reasonable effort to prevent them, or were considered acts of god or of force majeure.

The Company will not be held liable for any errors that occur in the booking engine. In accordance with the above, the Company will not be held liable for any reservations made by the Customer for below-market prices that may have occurred due to an error on the Website of the Company that manages our reservations.

Acts of God and Force Majeure

Under no circumstances will the Company be held liable for any delay in fulfilling its obligations, or for not fulfilling its obligations, if this is due to acts of god or for reasons of force majeure, in accordance with the provisions established in article 1.105 of the Civil Code. The other party shall be informed of this circumstance as soon as is possible.

#### **XI. MODIFICATIONS TO THE WEBSITE.**

The Vendor reserves the right to make any modifications deemed appropriate to its Website [www.hotelbiniamar.com](http://www.hotelbiniamar.com) without notice. Said modifications may entail simple changes such as removing or adding content and services provided through the Website, including the manner of presentation and the location on the Website.

## **XII. PROTECTION OF INTELLECTUAL PROPERTY**

The Website [www.hotelbiniamar.com](http://www.hotelbiniamar.com) is the property of HOTEL BINIAMAR, S.L.. The trade name is duly registered under the name of HOTEL BINIAMAR, S.L.. Additionally, the Website [www.hotelbiniamar.com](http://www.hotelbiniamar.com), including but not limited to its coding, editing, compilation, designs, logos, text and/or graphics, is the property of HOTEL BINIAMAR, S.L., and is protected by national and international regulations on intellectual and industrial property. Therefore, the rights owner explicitly prohibits partial or total use or reproduction (by any physical or electronic means) by third parties, unless an agreement is reached or authorisation given in writing in this regard.

Access to the Website by Users does not grant them any property rights over said Website. HOTEL BINIAMAR, S. L. will take appropriate legal action against those who knowingly and without authorisation carry out any of the acts detailed herein.

## **XIII. APPLICABLE LAW AND JURISDICTION.**

These General Conditions shall be governed and interpreted according to Spanish legislation for all matters not explicitly established. The parties submit to the jurisdiction of the courts of law of Palma de Mallorca for any matters that may arise or legal action taken as a result of the Website service provision, and of its services and content, and regarding the interpretation, application, observance or breach of the provisions established in these General Conditions.

## **XIV. PERSONAL DATA.**

In accordance with the provisions of the General Data Protection Regulation GDPR EU 679/2016 and Organic Law 3/2018 of 5 December on Data Protection and Guarantee of Digital Rights, you are provided with the following information on how your personal data is processed: RESPONSIBLE / MANAGER: HOTEL BINIAMAR, S.L., Fiscal ID code: B07020662, Address: C/ ALOSA Nº 11, CP: 07560, CALA MILLOR, Telephone: 971585513, Email address: [BINIAMAR@HOTELBINIAMAR.COM](mailto:BINIAMAR@HOTELBINIAMAR.COM). Data Protection Officer: CONTACT: <http://www.protecmir.com> / Email: [protecmirlegal@protecmir.com](mailto:protecmirlegal@protecmir.com). PURPOSE: At HOTEL BINIAMAR, S.L., we process the information you provide us in order to provide you accommodation in our hotel and/or the services of our establishments, in addition to managing the sending of information and commercial research and invoicing thereof. We will develop a commercial profile based on the information provided in order to be able to offer you our services in accordance with your interests. No automated decisions will be made based on this profile. The personal data provided will be retained for the duration of the commercial relationship and as long as no request has been received to delete the same by the interested party, for a duration of 5 years from the last time you contract and/or make any reservation. In any event, your personal data will be retained while they remain useful for the purpose indicated, and in any event for the legally established periods and for the time needed to address any possible liabilities resulting from said processing. LEGAL BASIS: Personal data processing is based on the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into the contract; we are also obliged to process your personal information to comply with a legal obligation that applies to the data controller. In any event, you have given your consent for your personal information to be processed for one or more specific purposes, in accordance with the provisions of the General Data Protection Regulation GDPR EU 679/2016 (ART 6.1. A. B. C) and Organic Law 3/2018 of 5 December on Data Protection and Guarantee of Digital Rights: (LOPDGDD). Act 1/1992, modified by Organic Law 4/2015 of 30 March on the Protection of Public Safety, shall apply. Articles 20 and 21 of the Information Society Services Act 34/2002, for the use of telecommunications to send commercial offers, shall apply. While the prospective offer of services is based on the consent you are requested to provide, the withdrawal of this consent will not condition the contract for the purchase and/or provision of the service under any circumstances. The personal data must be provided,

otherwise the hotel accommodation service and/or the requested offer cannot be provided. While the prospective offer of products and services is based on the consent you are requested to provide, the withdrawal of this consent will not condition the contract for the purchase of any product and/or service under any circumstances. RECIPIENTS: No personal data will be shared with any third party not connected to the company, unless it is a legal requirement to do so. However, you are informed that third-party providers may have access to your personal data, as data processors, within the framework of the provision of a service for the Data Controller company. In addition to the above, the company may share or communicate personal data in order to meet its obligations with public administrations when required to do so by law. No data is expected to be transferred to third countries. No decisions will be made on the adequacy, guarantees, binding corporate standards or specific situations that apply. RIGHTS: Interested parties have the right to obtain access to their personal information, as well as to request that any inaccurate data be rectified or, where appropriate, to request the removal of said data when, among other reasons, the information is no longer needed for the purposes for which it was obtained. In certain circumstances, interested parties may request that the processing of their data be limited, in which case we will only retain it for the purpose of filing or defending complaints.

Additionally, and for purposes related to their particular situation, interested parties may oppose the processing of their data, in which case their personal information will no longer be processed for those purposes to which they have stated their opposition. When technically possible, the interested party may request the portability of their data to another Data Controller. To exercise these rights, in accordance with current legislation, the parties concerned may write to HOTEL BINIAMAR, S.L. at C/ ALOSA Nº 11, CP: 07560, CALA MILLOR, enclosing a copy of a document accrediting their identity (national identity document), or email BINIAMAR@HOTELBINIAMAR.COM. You have the right to file a complaint with the Regulatory Authority: The Spanish Agency for Data Protection ( [www.agpd.es](http://www.agpd.es)). Origin of personal data: the data subject.