

## GENERAL CONDITIONS OF CONTRACTING

Fulfilment of the general obligation to inform as per Art. 10 of Spanish Act 34/2002 of 11 July, concerning services of the Society of information and electronic commerce. The holder of the website with URL <http://www.hotelmablau.cat> is **PLANURIA, S.A.** (Tax no. A-08241929), a Spanish company duly inscribed with Barcelona Company Register, in Volume 1.675, Folio 195, Page 14.875 with professional address at C/ Valldebanador, 23-29 – 08370 Calella (Barcelona), Spain, and contact email [info@hotelmablau.cat](mailto:info@hotelmablau.cat).

These conditions regulate and are applicable to all sales made from the website <http://www.hotelmablau.cat>.

The placing of any order supposes the acceptance of the following general conditions:

### 1.- Acceptance and availability of the General Conditions of Contracting

By accepting this contract, you declare:

- a) That you are a person of age and with capacity to contract.
- b) That you have read and accept these general conditions.

These general conditions (henceforth “the General Conditions”) regulate the legal relationship produced in contracting processes between user-clients (henceforth “The Clients”) of the electronic commerce website located at the url <http://www.hotelmablau.cat> and owned by **PLANURIA, S.A.** The Clients accept the General Conditions from the time they use, contract or purchase any product.

This document may be printed and stored by the Clients. **PLANURIA, S.A.** provides them with the email address [info@hotelmablau.cat](mailto:info@hotelmablau.cat) in case they should have any doubt concerning the General Conditions.

### 2.- Applicable Regulations

These General Conditions are subject to the provisions of: Act 7/1998 of 13 April, regarding General Conditions of Contracting; General Act 26/1984 of 19 July in the defence of consumers and users; Royal Decree 1906/1999 of 17 December 1999, which regulates telephone and electronic contracting with general conditions; organic Act 15/1999 of 13 December, regarding the protection of personal data; Act 7/1996 of 15 January, on the organisation of retail trade, and; Act 34/2012 of 11 July on the Services of the Society of Information and Electronic Commerce.

### 3.- Changes to the General Conditions

**PLANURIA, S.A.** may make changes to the General Conditions by notifying the Client sufficiently in advance, in order to improve the services and products offered via <http://www.hotelmablau.cat>.

By changing the General Conditions displayed on the website <http://www.hotelmablau.cat>, this duty of notification will be deemed to have been fulfilled. In any case, before using the services or contracting products, the General Conditions may be consulted.

#### **4.- Description of the services**

a. The use of the booking services supposes the acceptance and the validity of each and every one of the general terms and conditions.

b. Contracting procedure:

- If the cancellation is free, the hotel will bill the first night in order to guarantee the booking.
- If the price is NOT refundable, the full amount will be charged at the time of making the booking.

Payment by credit card or bank transfer to:

**LA CAIXA, HOTEL MAR BLAU – PLANURIA, S.A.**  
**IBAN: ES74-2100-3422-1525-0000-0373 / BIC: CAIXESBBXXX**

**All online bookings must be guaranteed by credit card.**

c. Guarantee: the booking is confirmed and guaranteed with the deposit.

d. Cancellation:

**If the price is that of free cancellation**, by applying a 5% discount; penalty free cancellation up to 24 hours before arrival, and the NO-SHOW at the hotel will suppose the loss of the first night of the booking.

**If the price is open**, by applying a 15% discount; NOT refundable.

e. Prices per room and night: The prices are only valid in writing and for the term given. In the event of justifiable reasons, **PLANURIA, S.A.** reserves the right to change these prices without prior warning.

The prices of the bookings will be indicated during the booking process and include

#### **5.- Security**

To ensure maximum security entrance actions, we have the stamp of confidence of Thawte, leading supplier of SSL certificates and capable of offering the strongest possible SSL encrypting and complete authentication.

This guarantees that the information remains private between your browser and the web server processing the webpages of <http://www.hotelmarblau.cat>. Therefore both personal data and those regarding payment are entirely protected. The Thawte Stamp of confidence and security allows visitors to see, at first sight, that the website is one of confidence and that the page is validated and allows secure transactions.

#### **6.- Intellectual Property**

The contents supplied by **PLANURIA, S.A.** are subject to intellectual and industrial property rights and are the exclusive property of **PLANURIA, S.A.** In the acquisition of a service, **PLANURIA, S.A.** provides the acquirer with no right to change, exploit, reproduce, distribute or publicly communicate the service, and reserves all rights thereon. The concession of said rights will require previous written authorisation from **PLANURIA, S.A.** The Client may not offer these contents to third parties.

In addition to the content included in **PLANURIA, S.A.**, the intellectual property extends to its drawings, logos, design, images and the source code used in its programming.

## 7.- Privacy and Protection of Personal Data

The user of the booking services offered via <http://www.hotelmarblau.cat>, is voluntarily providing personal data (henceforth the Personal Data) and expressly, fully and unreservedly accepts **PLANURIA, S.A.** treating them automatically and including them in a file in order to be able to give and offer its services to them. **PLANURIA, S.A.** is responsible for this file, which is registered with the competent authority.

The data holders are entitled at all times to access the file, and may exercise their rights to rectify, cancel and oppose in the terms set out in data protection legislation.

**PLANURIA, S.A.** guarantees that it has taken all opportune security measures in its installations, systems and files. Likewise, **PLANURIA, S.A.** guarantees the confidentiality of all Personal Data, although it will inform competent public authorities of personal data and any other information in its possession or which might be accessible via its systems that should be required in accordance with the legal and regulatory provisions applicable to the case. The users of <http://www.hotelmarblau.cat> guarantee and answer, in any case, for the truth, accuracy, currency and authenticity of the Personal Data provided, and agree to keep them duly updated.

The services of **PLANURIA, S.A.** are not intended for minors and **PLANURIA, S.A.** asks for and collects no information regarding under-aged people. Furthermore, **PLANURIA, S.A.** may collect information via devices such as cookies or log files on the browsing of its users in <http://www.hotelmarblau.cat>.

These devices are associated exclusively with a single user and their own personal computer. In this case, **PLANURIA, S.A.** will only use these data as a whole with the sole purpose of improving its services. It is possible that **PLANURIA, S.A.** might share this information with its client companies, but in the same way and always with the global nature and solely for statistical purposes. The electronic document in which the booking is made will be filed electronically for the legally established time. Clients can access their data and exercise their corresponding rights of access in the form described above. All consultations of user accounts and requests for services or products via the website will be made by **PLANURIA, S.A.** via a secure server.

The software of this server codes the information that the user enters before transmitting it to **PLANURIA, S.A.** Likewise, **PLANURIA, S.A.** has strict security procedures regarding the storage and revelation of data in order to avoid all unauthorised access to them as provided in article 9 of current Spanish Organic Act 15/1999 of 13 December, regarding the protection of personal data.

## 8.- Notifications

All notifications, requirements, requests and other communications that the parties have to make regarding these General Conditions shall be made in writing, and will be deemed to have been made when they are delivered by hand or sent by ordinary post to the address of the other party or to their email, or to any other address or email that each party might give to the other for these effects.

## 9.- INFORMATION AND EXCLUSIONS

**PLANURIA, S.A.** strives to ensure that the information that appears on its website is correct and updated at all times. **PLANURIA, S.A.** accepts no liability for any errors or omissions there might be on the page. **PLANURIA, S.A.** cannot control the way users use the information and will therefore not be responsible for any kind of direct or indirect damages that might be derived from or be unrelated to the way the information is made.

In no way will this affect the rights as a consumer that might legally correspond to the Client of **PLANURIA, S.A.**

**PLANURIA, S.A.** cannot check or revise all of the webpages with links to it, and is therefore not responsible for their contents. All risks resulting from the consultation of said webpages connected to it correspond entirely to the users, who shall be governed by the terms and conditions of use of the consulted webpages.

#### **10.- Trademarks**

The trademarks and logos that appear on this webpage are the brands of **PLANURIA, S.A.** and cannot be used in any kind of advertisement or other advertising materials relative to the distribution of any information or content taken from this webpage, without previous written authorisation from the owner of the brand.

#### **11.- Nullity and ineffectiveness of the Clauses**

If any clause of these General Conditions were declared totally or partially null or ineffective, this nullity or ineffectiveness will only affect this provision or part thereof which is null or ineffective, and the General Conditions shall subsist in the remainder, the provision or part thereof which is affected being deemed to have not been placed.

#### **12.- Applicable legislation and competent jurisdiction**

The general conditions of sale, and the signed contracts, are governed by the applicable legislation. In any lawsuit regarding the interpretation or execution of the general conditions of sale, and all contracts signed with a Client, the Courts of Barcelona will be exclusively competent.

#### **13.- Official claim or complaint form**

The article 211-14 of the Act 22/2010, 20th July, on the Consumer Code of Catalonia, delimits the applicable requirements concerning any consumer relationship, any established relationship between, on the one hand, traders, intermediaries or the government as providers of goods and services, and, on the other hand, consumers. Regarding that matter, it states that traders are required to have complaint forms available for consumers in the manner established by regulations.

Consequently, **PLANURIA, S.A.** makes available to the Consumer the corresponding official forms according to what is established in the Decree 121/2013 of 26<sup>th</sup> February, which standardises the official claim or complaint forms in any consumer relationship and can be accessed [here](#).

Once the official form has been correctly filled in and according the Article 7.3 of the aforementioned regulations, the Consumer may refer the request to the following address **C/ Valldebanador, 23-29 – 08370 Calella (BARCELONA)** or e-mail [info@hotelmablau.cat](mailto:info@hotelmablau.cat).

For further information on the lodging of a claim or complaint form, the Consumer may consult:

[http://consum.gencat.cat/qui\\_som/index\\_en.html](http://consum.gencat.cat/qui_som/index_en.html)