

## GENERAL TERMS OF SALE

Compliance with general information requirements in Article 10 of Spanish Act 34/2002 of 11 July on the Information Society and e-Commerce Services. The owner of the website with URL [www.hotelmarinada.cat](http://www.hotelmarinada.cat) is **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** (Tax Code - NIF. A-58134883), a Spanish company duly entered in the Barcelona Companies Registry, Volume 7256, Folio 93, Page 83101 with registered address in: C/ Fra. Juníper Serra, 3 – 43840 Salou (Tarragona), Spain, and contact email [info@hotelmarinada.cat](mailto:info@hotelmarinada.cat).

These conditions govern and apply to all online sales made via the website [www.hotelmarinada.cat](http://www.hotelmarinada.cat).

By placing an order you accept the following terms of sale:

### 1. Agreement and availability of the General Terms of Sale

By entering into this agreement, you hereby declare:

- a) That you have full legal capacity to engage under these terms and conditions
- b) That you have read and agree to these General Terms of Sale.

These general terms of sale (hereinafter “the General Terms”), govern the relationship created by the contract between user-customers (hereinafter, “The Customers”) on the e-commerce website at the URL [www.hotelmarinada.cat](http://www.hotelmarinada.cat) owned by **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)**. Customers agree to the General Terms from the moment they use, purchase or acquire any product. This document may be printed out and stored by Customers.

**ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** has an e-mail address available [info@hotelmarinada.cat](mailto:info@hotelmarinada.cat) for users to send any questions you may have about the General Terms.

### 2. Applicable Rules:

These General Terms are subject to Spanish Law No 7/1998 of 13 April 1998 on general terms in contracts. Law 26/1984, of 19 July for the Defence of Consumers and Users, Royal Decree 1906/1999 of 17 December 1999, which governs the general terms for Telephone and Electronic sales, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, Law 7/1996 of 15 January laying down rules for retail trade and Act 34/2002 of 11 July on Information Society Services and Electronic Commerce.

### 3. Changes to the General Terms

**ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** has the right to change the General Conditions, giving Customers sufficient notice in order to improve the services and products supplied through [www.hotelmarinada.cat](http://www.hotelmarinada.cat). This duty is deemed to have been satisfied by publication of these General Terms on the website [www.hotelmarinada.cat](http://www.hotelmarinada.cat).

In any case, before using the services or entering into contracts for products, you may consult the General Terms.

#### 4. Description of the services

a. Use of booking services implies full acceptance and validity of all the general terms and conditions.

b. Contractual procedure:

- One or two-night bookings must be paid for in full.
- In case of bookings for three or more nights, a 25% deposit must be made for the entire stay.

Payments are to be made by credit card or bank transfer to:

**Banco Santander Central Hispano**

**HOTEL MARINADA – ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA).**

**IBAN ES32-0049-0183-6221-1075-3883 BIC: BSCHEMXX**

**All on-line bookings must be guaranteed by credit card.**

c. Guarantee Bookings are confirmed and guaranteed with payment and deposit.

d. Cancellation: Cancellations can be made up to 72 hours before arrival.

Cancellations made by the user within the three days before arrival or no show (reservation not cancelled - customer not present) will lead to loss of the first night's stay.

In case of interruption of the stay, the owner of the accommodation may request up to 50% of the total price of the unused services.

e. Prices per room and night. Written prices are valid for the term indicated. When there are justifiable grounds for doing so, **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** reserves the right to change these rates without prior notice. Rates are indicated during the booking process. Prices include VAT.

#### 5. Security

To offer optimal security in transactions, we are verified as a service provider through the Thawte Certification Authority, protected by powerful Secure Sockets Layer (SSL) encryption technology. This ensures that your credit card details will remain completely confidential while in transit from the website of [www.hotelmarinada.cat](http://www.hotelmarinada.cat).

Therefore, all personal information and payment details are effectively protected. The Thawte Security Certificate shows users that the website is trustworthy and that the page is certified and can be used to make secure transactions.

## 6. Intellectual property

The contents supplied by **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** are subject to intellectual property rights and are the exclusive property of **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)**. By acquiring a service, **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** does not confer any rights to change, exploit, reproduce, distribute or public communication thereof, and all these rights are reserved by **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)**. Transfer of the aforementioned rights requires prior written consent from **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)**. Customers may not make these contents available to third parties. Intellectual property applies, monthly to the content included by **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)**, to its graphics, logos, design, pictures and source code used for programming.

## 7. Respect for privacy and Personal Data Protection

**ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** is responsible for the processing personal data of the person concerned and you are hereby notified that these data will be treated in accordance with the applicable Personal Data Protection Laws, the Regulation (EU) No 2016/679 of 27 April 2016 (GDPR), and you are therefore provided with the following information regarding data processing:

Purpose of processing: to process the booking.

Data storage criteria: the data shall be stored for as long as there is a mutual interest for the purpose of the process and when it is no longer needed for the purpose it will be deleted with appropriate security measures to ensure the pseudonymization or total destruction of the data.

Communication of data: data shall not be communicated to third parties in the absence of a legal obligation to do so.

Marketing messages: In accordance with the applicable law **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** requests your consent to send you communications and marketing messages about developments of its products and/or services, by e-mail or other equivalent means. You may revoke your consent to receive marketing messages at any time by sending your request to the email [info@hotelmarinada.cat](mailto:info@hotelmarinada.cat).

Interested parties have the following rights:

- Right to withdraw their consent at any time
- Right to access and rectify their data to portability of their data, to erasure of their data (right to be forgotten), Right to limit or object to the processing of their data.
- The right to lodge a complaint with the Supervisory Authority (agpd.es) if you consider that your data is not being processed in compliance with the law in force.

Contact information for exercising your rights:

**ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)**  
C/ Fra. Juníper Serra, 3 – 43840 Salou (TARRAGONA).  
Email: [info@hotelmarinada.cat](mailto:info@hotelmarinada.cat)

**ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** guarantees that it has adopted all appropriate measures to secure its facilities, systems and files. **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** also guarantees the confidentiality of Personal Data, although it may disclose Personal Data and any other information in its possession or which is accessible via its systems and is required in accordance with the laws and regulations applicable to the case to the competent authorities. Users also [www.hotelmarinada.cat](http://www.hotelmarinada.cat) guarantee and shall be liable, in any case, for the truthfulness, accuracy, currency and authenticity of the Data of a Personal Nature provided, and you undertake to keep it up to date.

The services of **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** are not available to minors and **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** does not gather information about minor persons.

**ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** may, however, collect information through devices such as cookies or the browsing log files of users through [www.hotelmarinada.cat](http://www.hotelmarinada.cat). These devices are associated exclusively with individual users and their own personal computers. In this case, **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** will only use these data to improve its services. It is possible that **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** may share this information with its customers, but in the same way and for overall, statistical purposes only.

The electronic document which formalises the booking is filed electronically for the legally established term. Customers are able to access the data by exercising their rights in the manner described above.

Operations to query the data of user account and request for services or products through the website of **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** are made through a secure server. The software on this server encrypts the information you input before transmitting it to **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)**. **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** also has strict security procedures that govern storage and disclosure of data to prevent unauthorised access, in accordance with the requirements of Regulation (EU) No 2016/679 of 27 April 2016 (GDPR).

## **8. Notifications**

All notifications, demands, requests and other communications between the parties in connection with these General Terms must be made in writing and will be deemed duly served when they have been delivered in person or sent by ordinary mail to the other party's address or email address, or to any other address or email address provided by the other for this purpose.

## **9. INFORMATION AND EXCLUSIONS**

**ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** does everything within its means to ensure that the information that appears on this website is correct and up-to-date. **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** accepts no liability for errors or omissions that exist on the page. **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** is unable to control the manner in which the user uses the information, and therefore accepts no liability for any type of damage, direct or indirect, that may derive from or be connected with the way in which the information is made. Under no circumstances will this affect the consumer's legal rights as a customer of **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)**.

**ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** is unable and has not reviewed all the websites linked to this, and it therefore accepts no liability for their contents. Risks deriving from visiting websites linking to this one correspond exclusively to users, who are governed by the terms of use of the websites visited.

#### **10. Trademarks**

The trademarks and logos displayed on this website belong to **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** and may not be used in any type of advertisement or other promotional materials, relating to the distribution of any information or content taken from this web site without the prior written consent of the owner of the trademark.

#### **11. Severability of clauses**

If any part of these General Terms should be declared totally or partially null or unenforceable, this will only affect the provision or part of the provision in question, and all other aspects of the General Terms will continue to be binding and enforceable, as though the unenforceable part were absent.

#### **12. Applicable law and jurisdiction**

These general terms, as well as the signed contracts, are governed by the applicable legislation. Any dispute relating to the interpretation or execution of the general terms and all agreements signed with a Customer shall be the exclusive jurisdiction of the Courts of Barcelona.

#### **13. OFFICIAL COMPLAINT FORMS**

Article 211-14 in Law 22/2010 of 20th July in the Consumer Code of Catalonia, which is part of the applicable requirements for any type of consumer relationship, any relationship established between, on the one hand, entrepreneurs, intermediaries or the Administration as goods or service provider and, on the other, consumers, sets out that all entrepreneurs or companies should have complaint or claims forms in accordance with the corresponding regulatory framework.

For this reason, **ADMINISTRACIÓ I GESTIÓ HOTELERA, S.A. (AGESA)** has official forms for users as per what is set out in Decree 121/2013 of 26th February whereby official complaints, claims and report forms for consumer relationships are regulated, clicking here.

Once the official form is filled in and in accordance with article 7.3 in said regulations, Users may send the form to the postal address C/ Fra. Juníper Serra, 3 – 43840 Salou (TARRAGONA) or to the e-mail address [info@hotelmarnada.cat](mailto:info@hotelmarnada.cat).

For more information on how to complain, Users may write to:  
[http://consum.gencat.cat/temes\\_de\\_consum/reclamacions/index.html](http://consum.gencat.cat/temes_de_consum/reclamacions/index.html)