

GENERAL CONDITIONS OF RESERVATIONS

INTRODUCTION

These general conditions apply to reservations processed through the website <https://www.esfigueralnou.com> (hereinafter the "Website") and constitutes a contract between you (hereinafter "the Client") and:

HAMAL 2023, S.L.

Address: Carretera de Montuiri a Sant Joan, Km 7 s/n, 07230, Montuiri, Mallorca, Illes Balears, Spain

CIF: B56431828

Phone: +34 971 92 65 03

Hotel information and reservations:

info@esfigueralnou.com

Information and reservations: info@esfigueralnou.com

The request and processing of reservations on this website, implies full and unconditional acceptance of the legal notice, the conditions of use and the privacy policy of the Website, together with the conditions of the rate and these general conditions of the contract, in its latest version. Therefore, we advise you to read these conditions, before requesting or formalizing your reservation and each time you access our Website, as we reserve the right to change, modify, add or delete part of these general conditions at any time.

LEGAL REGULATION

These general conditions are subject to the provisions of Law 7/1998, of April 13th on General Contracting Conditions, Royal Legislative Decree 1/2007, of November 16th, which approves the revised text of the Law General for the Defense of Consumers and users and other complementary laws, Law 34/2002, of July 11th, Services of the Information Society and Electronic Commerce, as well as all the tourist regulations that may be applicable and, in subsidiary, the Civil Code and the Commercial Code.

CLAUSES

The formalization of reservations through the Website are subject to the following clauses:

1. **Declarations:** The Client states and declares:

- a) to be of legal age and have full capacity to formalize the reservation, stating that they understand all the conditions found on the Website.
- b) that the information provided when formalizing the reservation is true and complete.
- c) the confirmation of the reservation requested and especially the dates indicated and the number of people.
- d) that they are committed to compliance with the particular rules of the tourist establishment.

2. **Access to the Website:** Access to this Website is the responsibility of the Client.

3. **Reservation:**

3.1. The detailed services are included in the reservation according to the conditions of the rate stipulated in the page from which the reservation is requested or formalized. These particular conditions together with these general conditions must be accepted by you before formalizing the reservation. The contract can validly be formalized in Spanish and in the other languages available on the Website. In case of discrepancy between the translated versions of these conditions, the Spanish version will prevail.

3.2. The Client accepts that Hotel Es Figueral Nou does not assume any obligation or liability with respect to those services that it does not provide directly and in particular regarding the lack of accuracy, incompleteness, lack of updating and/or inaccuracy of the data or information

on offers, prices, characteristics and any other data and relevant information about products or services from external suppliers that are advertised or could be booked through the Website. Likewise, Hotel Es Figueral Nou is exempt from any liability arising from the breach or defective fulfillment by such suppliers of the obligations derived from their contractual obligations or from the regulations in force.

3.3. On-line reservations: The process of formalizing online reservations follows the following steps:

Step 1. Booking information: details of the reservation

Step 2. Conditions: acceptance of legal conditions.

Step 3. Personal information.

Step 4. Confirmation and payment.

Once the reservation is made, a confirmation will be sent by email to the contact address provided by the Client.

The proof of the reservation that contains the locator number, as well as the details of it, must be printed and saved by the user for presentation purposes upon arrival at the hotel.

Unless otherwise provided in the conditions of the rate, the reservation is not considered confirmed until the payment of the price or the stipulated deposit is made.

3.4. Reservations on request: For services that can only be reserved upon request, unless otherwise provided in the conditions of the rate, the mere request for availability will not imply the hiring of the reservation, leaving it subject to compliance of the requirements indicated on the page from which your request is formulated, as well as its effective confirmation by Hotel Es Figueral Nou.

3.5. At each step of the reservation, any errors in the data entry can be corrected using the "back" button of your browser. Also, in the confirmation email the reservation data will be summarized. In the case of detecting possible errors, users should immediately request the appropriate corrections to Hotel Es Figueral Nou, by sending an email to: info@esfigueralnou.com

3.6. Check In: Unless otherwise indicated in the conditions of the rate, check-in will be done on the day of arrival scheduled onwards from 3:00pm and check-out by 12:00pm on the day of departure.

4. Price and payment:

4.1. The conditions, the price of the services and the methods of payment accepted, are those that are expressly determined on the page on which you make the reservation.

The Client expressly authorizes Hotel Es Figueral Nou to carry out the charges foreseen in the conditions to the rate, for example, to face possible penalties for late cancellation or non-presentation, accepting that the data of the means of payment that provided have been used to carry out the corresponding charges.

4.2. Promotions and offers will only be valid for as long as they remain accessible to the recipients of the service.

4.3. Unless specifically indicated to the contrary, the prices indicated on the Website are Retail Prices, VAT included. The transaction will be made in EUROS, whatever the origin of the Client.

4.4. Hotel Es Figueral Nou requests with regards to the reservation process, through its Website page, the data of a credit card of the holder of reservation, to guarantee the effectiveness of the same one.

Hotel Es Figueral Nou has two payment rates:

-FLEXIBLE RATE/TARIFF: the user will make the payment upon arrival at the establishment. As a reservation, the user must provide the details of their bank card as a guarantee. We remind you that the establishment does not charge your credit card when making the reservation by applying the Flexible Rate. The invoice corresponding to the reservation will be settled directly at the establishment, either in cash, with a credit card or in any other way accepted by the establishment.

-NON-REFUNDABLE RATE/TARIFF: in this case, the user will receive cheaper prices while making a full payment in advance of the reservation. The amount paid will be non-refundable in case of cancellation, modification or no-show.

For security reasons, when making the reservation in reference to the Non-Refundable Rate,

this can only be paid with a VISA or MASTERCARD credit card. All transactions involving the transmission of personal or banking data are made using a secure environment, a server based on the standard security technology SSL (Secure Sockets Layer). All information transmitted to us travels encrypted through the network.

Likewise, the data on your credit card are entered directly on the bank's page, in the POS (Point of Sale Terminal of the Bank) and are not entered or registered in any server of Hotel Es Figueral Nou

When paying with VISA or MASTERCARD card, you will always be asked for the following information: the name of the cardholder, the card number, the expiration date, and a validation code that matches the last 3 digits of the number printed in italics on the back of your VISA or MASTERCARD card, therefore offering more guarantees about the security of the transaction.

This form of payment is valid only on the Website.

When the amount of a purchase has been charged fraudulently or improperly using the number of a payment card, its holder may demand the immediate cancellation of the charge. In this case, the corresponding debit and debit entries in the accounts of the provider and the holder will be made as soon as possible.

However, if the purchase had actually been made by the cardholder and the refund requirement was not a consequence of having exercised the right of withdrawal or resolution and, therefore, unduly demanding the cancellation of the corresponding charge, that will be bound in front of Hotel Es Figueral Nou, to the compensation of the damages and losses caused as a result of said cancellation.

5. Modification and Cancellation of the reservation:

Modification of the reservation made may be requested more than 24 hours before the date of arrival at the establishment.

The request for modification may be made through the following channels, always indicating the location of your reservation:

Via email: info@esfigueralnou.com

The success of the modification will depend on the availability of the hotel at the time of the request.

Unless otherwise specified in the conditions of the rate stipulated on the Website page from which the reservation is requested or formalized, the following cancellation conditions will apply:

- Whenever the reservation has been made at the Flexible Rate and if the cancellation is completed more than 7 days in advance, the establishment will not make any charge.
- Whenever the reservation has been made at the Flexible Rate and if the cancellation is completed less than 7 days in advance, it will entitle the establishment to charge the credit card number provided with the full amount of the reservation.
- If the user has booked at the Non-Refundable Rate, they will not have the option of refunding the amount paid.
- In case of "NO SHOW" (in case of no show at the hotel), the hotel will charge the full amount of the reservation.

The reservation made may be canceled by the following means:

Through the website:

www.esfigueralnou.com

Via email: info@esfigueralnou.com

The bank charges generated by the cancellation of the reservation will be charged to the customer.

6. Right of withdrawal/return: For the purposes of the provisions of article 97.1.i) RDL 1/2007, you are informed that, in accordance with the provisions of article 103 (l) of the aforementioned Royal Decree Law, you do not have the right of withdrawal or return.

7. Invalidity of the clauses: If one or more of the clauses included in these general conditions is declared totally or partially null or ineffective, this will affect only said provision or that part that has been so declared, with the general conditions remaining in force in everything else, having

such provision, or the part of it affected, by no means.

8. **Acceptance:** The request and formalization of the reservation necessarily imply that each and every one of the present general conditions, considered as an integral part of the reservation and completed with the conditions of the tariff and the specific applicable legislation, are expressly accepted by you.

9. **Applicable law and jurisdiction:** This contract will be governed by Spanish law excluding its conflict of law rules. Without prejudice to the rights granted to consumers in matters of jurisdictional competence by Royal Legislative Decree 1/2007, of November 16th, any dispute that may arise from the use of the Website or the services linked to it shall be subject to the jurisdiction and competence of the competent Courts and Tribunals attending the domicile of Hotel Es Figueral Nou, the Client expressly renouncing his own jurisdiction if he had one.

Version 1.0 - April 2019