

## **GENERAL BOOKING CONDITIONS**

### **INTRODUCTION**

This document is intended to inform you about the general conditions applicable to the processing of reservations on the Hotel Es Moli Web (hereinafter "the **Web**") and constitutes a Contract between Yourself (hereinafter "the Client") and:

Website Owner: EXPLOTACIONES HOTELERAS ES MOLÍ, S.A. (hereinafter Hotel Es Moli).  
Registered Address: Carretera Valldemossa-Deià s/n, 07179 Deià, Illes Balears, Spain  
C.I.F. A-07011034.

Tel. (+ 34) 971 63 90 00

Fax. (+34) 971 63 93 33

Email: info(a)esmoli.com (replace "a" with "@").

On the **Web** you can find information about room availability, rates, services offered by Hotel Es Moli and, where appropriate, activities or ancillary services offered by third parties, so that you may request, and confirm reservations directly online.

By the request and the processing of reservations, you assume full and unconditional acceptance of the disclaimer, privacy policy and these general terms and conditions in their latest version. You are therefore advised to read these conditions, before applying or making your reservation and each time you access our website, as Hotel Es Moli reserves the right to change, modify, add or remove at any time part of these conditions.

### **LEGAL CONDITIONS**

These general conditions are subject to the provisions of Law 7/1998 of 13 April on General Contracting Conditions, Royal Decree 1/2007 of 16 November, in approval of the revised text of the General Law for the Defense of Consumers and Users and other complementary laws, Law 34/2002 of July 11, Social Services for Information and Electronic Commerce, and as such is subject to all touristic legislation that is applicable and also the Civil Code and the Commercial Code.

### **CLAUSES**

The confirmation of bookings through the website are subject to the following clauses:

**1. Declarations:** The client states:

- a) I am of age and have full capacity to make the reservation, and state that I understand and comprehend all the conditions found on the Web.
- b) That the details I supplied when confirming the booking are true, complete and concise.
- c) I confirm the requested reservation, especially the dates indicated, the number of rooms, people, accommodation and the package chosen.

**2. Web Access:** Access to this website is the responsibility of the client.

**3. Procurement of goods and services through the Web:**

3.1. The reservation includes the services listed as stipulated in the booking conditions found on the reservation confirmation page.

3.2. The client agrees that Hotel Es Moli assumes no obligation or liability in respect of those services not provided directly and particularly about false, incomplete, out of date and / or inaccurate data or information on offers, products or services, prices, features and any other relevant data and information about products and services offered through the Web by external providers. Also, Hotel Es Moli disclaims any liability for the breach or defective performance by such providers under the current regulations and the terms and conditions of sale of each of the products and services purchased through this website.

3.3. These conditions must be accepted by you before the booking is confirmed. The contract may be confirmed validly in any of the languages available on the Web. In case of discrepancy between the translated versions of the present conditions, the Spanish version will prevail.

3.4. The reservation confirmation on the Web booking includes 5 steps:

1. Availability: Date search and selection of the number of rooms and people.
2. Choice of the type of room.
3. Choice of extras.
4. Personal data and sending of the request. In this step you must accept the booking conditions and privacy policy.
5. Recap and booking confirmation.

At each step of the booking the client can correct any errors in data entry using the navigation buttons on your browser. In the last step of the booking process, you will be shown a recap of your reservation for validation. In case of errors, the client can make the appropriate adjustments by going back through the process using the navigation buttons on your browser.

Once the booking is confirmed, email files generated by the process will be filed. You the customer will receive details of your reservation by e-mail.

3.5. The mere request for group bookings using the web form provided does not assume a contract is made, this remaining subject to its effective confirmation by Hotel Es Moli and conditions being agreed between the parties.

**4. Price and payment:**

4.1. The conditions and projected cost of the stay and any additional services are those that are expressly stated in the terms of the fee included in the page where you make the reservation.

4.2. Promotions and offers are only valid during the time they are accessible to the recipients of the service.

4.3. The prices shown on the web are retail prices including VAT. The transaction is carried out in EUROS, wherever the customer's home country.

4.4. The confirmation of the reservation involves the payment of a security deposit, the amount being indicated in the corresponding payment page.

4.5. Unless otherwise provided in the conditions of the fare, booking is not considered firm until the said deposit is made.

**5. Cancellation / change of reserves and no-shows:** The amendment and cancellation policies for reservations made on the web, as well as penalties for late cancellation or no-show, are indicated in the booking conditions stipulated on the page requesting or confirming the reservation.

**6. Right to Waiver:** In accordance with what is set out in section 97.1.i) RDL 1/2007, we inform you that, in accordance with the provisions of section 103 i) of the quoted Royal Decree, you do not have the right to waive this contract.

**7. Nullification of clauses:** If one or more of the clauses in these general conditions is declared totally or partially invalid or unenforceable, it will affect only that provision or part that has been so declared, existing general conditions in all other cases remaining unaffected.

**8. Acceptance:** The request and confirmation of the reservation necessarily means that each and every one of these general conditions, considered as part of the booking and complete with fare conditions and specific legislation, are expressly accepted by you.

**9. Governing law and jurisdiction:** This Agreement shall be governed by Spanish law with exception to rules governing conflict of laws. Without prejudice to the rights applicable to consumers with respect to jurisdictional competence as set out by the Royal Legislative Decree 1/2007 of the 16th of November, any dispute that may arise concerning its validity, execution, compliance or resolution, in whole or in part. Parties expressly waive their own jurisdiction in this case and are put under the jurisdiction of the courts of Palma de Mallorca (Spain).

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