

03. Condiciones Generales

GENERAL BOOKING CONDITIONS

The present general reservation conditions (hereinafter general conditions) will regulate the business relationship that arises between MEDITERRANEAN LUXURY HOTELS SA and the user or client for the contracting made through the forms that MEDITERRANEAN LUXURY HOTELS SA puts at your disposal at www.clubmac.es .

The reservation through the web sites of MEDITERRANEAN LUXURY HOTELS SA will imply the specific acceptance, by the client or user of the pages, of these conditions, as well as the conditions of use established for the user's browsing on the pages owned by MEDITERRANEAN LUXURY HOTELS SA.

These conditions shall apply without prejudice to the application of the legal rules on the subject which are applicable for each case.

The general conditions of contracting regulate the relationship of distance selling between MEDITERRANEAN LUXURY HOTELS SA and the user or client, in accordance with the legal stipulations, in particular, the law 7/1998, of 13th of April, on general conditions of Recruitment, Law 3/2014, of 27th March amending the revised text of the general law for the defence of consumers and users, the Organic law 15/1999, of 13th December, protection of personal data, General regulations for the protection of Data the law 7/1996, of 15th January of the retail trade, and to the law 34/2002 of 11th of July, of services of the information society and of electronic commerce.

MEDITERRANEAN LUXURY HOTELS SA reserves the right to make any changes it deems appropriate, without prior notice, under the general conditions. These modifications may be made, through their websites, by any form admissible by law and will be of forced compliance during the time they are published on the web and until they are validly amended by subsequent ones. However, MEDITERRANEAN LUXURY HOTELS SA reserves the right to apply, in certain cases, particular conditions of contracting in preference to these general conditions when deemed appropriate, advertising them in time and form.

Information previous to the reservation

MEDITERRANEAN LUXURY HOTELS SA informs that the booking procedure through its web pages is detailed in the corresponding section for the formalization of the reservation.

Also, MEDITERRANEAN LUXURY HOTELS SA informs that the user can have access to the conditions of use that it has in the same web.

By booking with MEDITERRANEAN LUXURY HOTELS SA through its website, the user or client expressly declares to know, understand and accept these terms of use and the general conditions. In the same way the user declares to be of age and have the legal and acting capacity to access to the Web sites of MEDITERRANEAN LUXURY HOTELS SA and the contracting made through them. The user is responsible for treating confidentially and responsibly, the identity and password obtained in the registry as a client, not being able to assign them to another.

Once the reservation has been made, the user will see the confirmation of his reservation on screen, being able to print it as proof of the reservation made.

The booking confirmation and the receipt of the reservation (printing made by the user) will not be valid as an invoice.

FUNCIONING OF THE BOOKING

Booking offer and price reference

In compliance with the current regulations and, in particular the law 34/2002 of services of the information society and electronic commerce, MEDITERRANEAN LUXURY HOTELS SA offers in the corresponding section for the formalization of the reservation, information on all possible bookings, their characteristics and prices. However, MEDITERRANEAN LUXURY HOTELS SA reserves the right to withdraw, replenish or change the offers offered to its customers through its website, by simply changing the content of the same. In this way, the products and/or services offered at any time by the website of MEDITERRANEAN LUXURY HOTELS SA will be governed by the general conditions in force in each case. Likewise, the company will have the power to cease offering, without prior notice and at any time, the access to the products and/or services mentioned.

Indication of prices

Each possible reservation will have a price indicated and if it has incorporated VAT or any other tax that might be applicable. The prices indicated on screen will be the ones in force at any time except typographical error. When the price is different for the above mentioned reason, MEDITERRANEAN LUXURY HOTELS SA will inform the customer, via e-mail, before proceeding to the collection of the reservation.

Availability

The availability of the offers made by MEDITERRANEAN LUXURY HOTELS SA through its website can vary depending on the demand of the customers. Although MEDITERRANEAN LUXURY HOTELS SA updates the database periodically, the allotment requested by the customer could be sold out at that time. In this case, MEDITERRANEAN LUXURY HOTELS SA shall send an e-mail to the customer informing them of the impossibility of the availability of the offer.

Forms of payment

MEDITERRANEAN LUXURY HOTELS SA requests in the reservations through its web page, the data of a credit card and card holder name to guarantee the effectiveness of the same.

MEDITERRANEAN LUXURY HOTELS SA informs that the form of payment will be determined at the time of displaying the offers.

Reservations with deposit:

The hotel will charge you a deposit when making the booking, via the bank's payment gateway.

Also, if the customer requests, the reservation can be paid before the check in by bank transfer or by card via PHONE & SELL - BANCO DE SABADELL.

The invoice corresponding to the reservation will be issued directly at the establishment. Also the balance can be paid at the hotel on arrival, either in cash or by credit or debit card.

- Bank transfer

When requesting payment of the balance by bank transfer, you will receive an e-mail with the bank data of the hotel.

It is very important that, when making the transfer, you indicate in the subject the reference number, as well as your name and arrival date, and make the transfer within 3 days after the date of confirmation.

If you wish, you can send us proof of the transfer by email to reservascm@mac-hotels.com. But in any case, the validation of the service will not be considered effective until our management department has the bank confirmation of the transfer.

We remind you that the payment has to be made in Euros and that all the eventual exchange and banking commissions are at your own cost.

In the case of bank transfers made from outside Spain, it is very important that when ordering the transfer, you always communicate to your bank that the charges of commissions in origin, corresponds to you and not the receiver. If not, Mac Hotels could paralyze the contracted service if the full amount is not received.

The possible exchange and banking commissions are charged to the client. "

Reservations from travel agents

When a booking is made by a travel agency, a 10% deposit must be made, via credit card or bank transfer. Balance can be paid by the agency at least 7 days prior to arrival or by the guest on arrival at the hotel.

For those guests who enjoy additional or extra services, they must pay at the time of consumption or contracting of the services.

Cancellation of the booking

Payment of a deposit:

If the cancellation is made until 23:59 of the day before the reservation, the establishment will not charge anything else and proceed to refund the deposit. If the cancellation is made after 23:59 or in case of no show, the deposit will not be returned.

Travel agency rates:

If the cancellation is made until 23:59 of the day before the reservation, the establishment will not charge anything else and proceed to refund the deposit. If the cancellation is made after 23:59 or in case of no show, the deposit will not be returned.

Withdrawal

Pursuant to Article 103 of law 3/2014 of 27th March which amends the revised text of the General law for the defence of consumers and users, supplies of services or goods made in accordance with the specifications of the consumer or clearly personalized, or which, by their nature, cannot be returned or can deteriorate or expire quickly, are exempt from withdrawal.

DATA PROTECTION

In accordance with the provisions of the current legislation on protection of personal data, we inform you that your data will be incorporated into the treatment system owned by MEDITERRANEAN LUXURY HOTELS SA with CIF A07305477 and registered office located at GREMI TINTORERS 25a 07009, PALMA DE MALLORCA (ILLES BALEARS), in order to facilitate, expedite and fulfil the commitments made between the two parties. In compliance with the current regulations, MEDITERRANEAN LUXURY HOTELS SA informs that the data will be retained for the period strictly necessary to comply with the above precepts.

As long as you do not communicate otherwise, we will understand that your data has not been modified, that you agree to notify us of any variation and that we have your consent to use them for the aforementioned purposes.

MEDITERRANEAN LUXURY HOTELS SA informs that it will proceed to treat the data in a lawful, loyal, transparent, appropriate, pertinent, limited, accurate and up-to-date manner. That is why MEDITERRANEAN LUXURY HOTELS SA agrees to take all reasonable measures to be abolished or rectify without delay when they are inaccurate.

The rights of access, rectification, limitation of treatment, suppression, portability and opposition to the processing of your personal data as well as the information of the consent to the treatment thereof, can be made by directing your request to the postal address indicated above or to the email dpo@mac-hotels.com.

You may contact the competent supervisory authority to submit the claim you deem appropriate.

APPLICABLE LAW AND JURISDICTION

Also, MEDITERRANEAN LUXURY HOTELS SA reserves the right to present civil or penal actions that it considers appropriate for the misuse of its website and contents or for the breach of these conditions.

The relationship between the user and the provider will be governed by current and applicable regulations in the Spanish territory. If any controversy arises, the parties may submit their disputes to arbitration or go to the ordinary jurisdiction in compliance with the rules on jurisdiction and competition in this respect. MEDITERRANEAN LUXURY HOTELS SA is based in ILLES BALEARS, Spain.