

GENERAL CONDITIONS OF BOOKING

These General Conditions of Booking (hereafter General Conditions) regulate the trading relationship between VALENTIN GESTION SL and the user or client for bookings made through the forms that VALENTIN GESTION SL have made available on www.valentinhotels.com.

Bookings made via the websites of VALENTIN GESTION SL imply full acceptance by the client or website user of these conditions, as well as the established conditions of use for the navigation of websites belonging to VALENTIN GESTION SL.

These conditions shall apply without prejudice to the application of legal regulations related to this subject in each case.

The General Conditions of Business regulate the distance sales relationship between VALENTIN GESTION SL and the user or client, in accordance with legal stipulations, in particular Law 7/1998, of 13 April, on the General Conditions of Business; Law 3/2014, of 27 March, that amends the consolidated text of the General Law for the Protection of Consumers and Users, the current regulation on the subject of the Protection of Personal Data; Law 7/1996, of 15 January, on Retail Trade; and Law 34/2002, of 11 June, on Information Society and Electronic Commerce Services.

VALENTIN GESTION SL reserves the right to make any modification it deems appropriate, without notice, to the General Conditions. The aforementioned modifications may be made, through their websites, in any way permissible by law and shall be binding for the whole time they are published on the internet and until changed by any subsequent modifications. However, in certain cases, VALENTIN GESTION SL reserves the right to apply Special Contractual Conditions in preference to the present General Conditions whenever they consider it appropriate, announcing as such in good time and in an appropriate manner.

Information prior to booking

VALENTIN GESTION SL inform that the procedure for booking through their web pages is detailed in the corresponding section for the formalisation of the booking.

Furthermore, VALENTIN GESTION SL inform that the user can access the terms of use which are available on the same website.

For bookings with VALENTIN GESTION SL made through their website, the user or client declares the express knowledge, understanding and acceptance of the terms of use and the General Conditions. Similarly, the user declares to be of legal age and to have the legal capacity to access the websites of VALENTIN GESTION SL and to make bookings through the aforementioned websites. The user is responsible for the confidential and responsible treatment of the username and password obtained upon registration as a client and should refrain from granting these details to third parties.

Once the booking has been made the user will see a confirmation on screen, this confirmation can be printed as proof of booking.

The booking confirmation screen and copy printed by the user are not valid as an invoice.

BOOKING PROCEDURE

Booking offers and price quotations

In compliance with current legislation and especially with Law 34/2002 on Information Society and Electronic Commerce Services, VALENTIN GESTION SL offer information, in the section of the website for making the booking, on all their booking options, as well as their characteristics and prices. However, VALENTIN GESTION SL reserve the right to remove, replace or change the offers they offer their clients through their website, simply by changing the content of said offers. This way, the products and/or services offered at any given moment on the website of VALENTIN GESTION SL will be governed by the General Conditions in force at said moment. Likewise, the company will have the right to stop offering, without prior notice and at any given moment, access to the aforementioned products and/or services.

Price quotation

All offered bookings will display their price and whether or not they include VAT or any other tax when and if applicable. Prices indicated on screen shall be considered correct except if they contain a typographical

error. When the price varies because of said reason, VALENTIN GESTION SL shall inform the client by email before charging the booking.

Availability

The availability of the offers offered by VALENTIN GESTION SL through their website may vary depending on the demand of their clients. Even though VALENTIN GESTION SL update their database regularly, the offer requested by the client may be fully booked at the moment of booking. If this is the case, VALENTIN GESTION SL will send the client an email informing that the offer cannot be booked at that time.

Payment methods

VALENTIN GESTION SL offer two types of bookings:

Non-refundable: The full price of the stay shall be paid with a credit card at the moment of booking.

- VISA or MASTERCARD credit card

All operations that imply the transmission of personal or bank data will be performed using a secure environment, a server based on standard SSL (Secure Sockets Layer) security technology. All information sent to VALENTIN GESTION SL through the site will be encrypted.

Likewise, credit card data are provide directly to the bank's web site, in its POS (Point of Sale), and therefore aren't stored anywhere in the servers of VALENTIN GESTION SL.

When paying with a VISA or MASTERCARD credit card, users will always be asked for the following information: credit card number, expiry date, and a Validation Code coinciding with the last 3 numbers indicated in italics on the back of the VISA or MASTERCARD credit card, in order to better guarantee the security of the transaction.

This payment method is only valid through the website.

Should a purchase be fraudulently or unduly charged to any given credit card number, the cardholder will be able to demand the payment be instantly cancelled. In such a case, the corresponding debit and repayment notes will be issued to the accounts of the supplier and the cardholder as soon as possible. However, if the purchase were indeed ordered by the cardholder and the demand for a refund were not the result of the cardholder's exercising his or her right to cancel or terminate, meaning that the refund was unduly requested, said cardholder will be bound to pay VALENTIN GESTION SL for damages caused as a consequence of said cancellation.

It is not possible to cancel without receiving a penalty.

After receiving the booking, the hotel will charge the full amount to the user's credit card. The guest will not be refunded should he or she cancel, leave early or not show up (the booking will be cancelled if the client doesn't show up after the first booked night). If the payment is denied, the hotel will cancel the booking.

- Paying at the establishment:

In this type of bookings done through their website, VALENTIN GESTION SL request credit card information from the person named on the booking to guarantee the effectivity of said booking. Please remember the establishment doesn't charge your credit card when booking this way. The card is only used as a guarantee. The establishment reserves the right to check the validity of the credit card before the client's arrival. The invoice corresponding to the booking will be paid at the establishment, be it in cash, with a credit card or any other payment method accepted by the establishment.

The user will be able to see the type of booking along with the conditions that apply before paying.

Cancelling the booking

Only bookings to be paid at the establishment have a cancellation policy:

Cancellation at no charge up to 3 days before arrival

Should the booking be cancelled less than 3 days before arrival or should the client not show up, only the price of one night will be charged to the client's credit card and the booking will then be cancelled. Not applicable to offers with different conditions specified in the description of the offer. EARLY DEPARTURE/

MINIMUM STAY REQUIRED: The minimum amount of nights to be charged will coincide with the minimum amount of nights per stay indicated at the moment of booking.

Likewise, each booking will indicate the particularities of its cancellation policy.

Withdrawal

As set out in article 103 of Law 3/2014 of 27 March that amends the consolidated text of the General Law for the Protection of Consumers and Users, consumers cannot exercise their right to withdrawal in the case of service provisions or goods made following the consumer's specifications or that are clearly personalised, or that, by their nature, cannot be returned or may deteriorate or expire quickly.

DATA PROTECTION

In accordance with the current Personal Data Protection laws, we inform that your data will be incorporated into the processing system owned by VALENTIN GESTION SL, fiscal ID B07981640 and based in LLUM 5 07160, PEGUERA (BALEARIC ISLANDS), in order to facilitate, streamline and meet the compromises established between both parties. In accordance with current regulations, VALENTIN GESTION SL informs that the data will be preserved for as long as is strictly necessary for fulfilling the aforementioned precepts.

Likewise, we also inform that the processing of your data is legitimised by your consent and/or by our contractual relation with you.

VALENTIN GESTION SL inform that it will proceed to process your data legally, loyally, transparently, adequately, appropriately, limitedly, accurately and in a manner that is up to date. For that reason, VALENTIN GESTION SL undertake to adopt all reasonable measures to have said data instantly eliminated or modified when they are proved to be inaccurate.

We also inform that you can contact the Data Protection Delegate of VALENTIN GESTION SL by writing an email to dpo.cliente@conversia.es or by phoning the following number: 902877192.

In accordance with current data protection regulations, you can exercise your rights to access, modify, limit the processing, suppress, transfer and deny the processing of your personal data, as well as the consent you gave for their processing, by addressing your request to the postal address indicated above or to the following email address rgpd@valentinhoteles.com.

You may address the relevant Control Authority to present any claim you deem necessary.

APPLICABLE LAW AND JURISDICTION

Likewise, VALENTIN GESTION SL reserve the right to initiate any civil or criminal proceedings it considers necessary for the undue usage of their website and contents or for not complying with the present conditions.

The relation between the user and the service provider will be governed by current Spanish law. Should any controversy arise, the parties will be able to submit their conflicts to arbitration or to the ordinary jurisdiction in compliance with the relevant laws on jurisdiction and competence. VALENTIN GESTION SL are based in the BALEARIC ISLANDS, Spain.