



## GENERAL CONDITIONS

The present General Conditions with regard to the use and contract set out below (hereinafter "Terms and Conditions" govern the use and the access of the web site through the name of the domain [www.quierohotel.com](http://www.quierohotel.com); including its respective sub-domains (hereinafter, the Web Site) as well as the contract of products by means of it. The simple access to the web Site attributes visitors the condition of Web Site Users (hereinafter, the User) which implies the acceptance of all the terms included in these General Conditions. In the case you don't agree with these general conditions, user has to abandon immediately the web Site without using it.

By means of the acceptance of the Terms and Conditions the user makes known that:

- a. He has read and understood what it has been stated here.
- b. In case of hiring a product or/and a service, he has enough ability to do it.
- c. He takes on all the obligations set out.

### **1. General information of the website**

In accordance with the provisions of Article 10 of Law 34/2002, July the 11th, concerning the Information Society and Electronic Commerce, the general information of the web Site is as follows:

**Owner:** QUIEROHOTEL, S.L. (hereinafter mentioned with its trade name "Quierohotel.com").

**Head Office:** calle Trinidad Grund n.33 29001 Málaga

**Tax Identification Number:** B-92814219

**E-mail:** [clientes@quierohotel.com](mailto:clientes@quierohotel.com)

**Phone:** +34 951 004 014

**Business Register Data:** Reg. Mercantil Málaga, T.4235, L.3145, F.108, Secc. Gral, Hoja/ MA-89380, Inscr. 1ª

**Quierohotel.com** provides its services as intermediary between wholesalers and the end customer.

### **2. Rules for using the website**

User is obliged to use the web Site and all the content and service in accordance with the law, the moral, public order, and the present Terms and Conditions, and user is not allowed to use them for carrying out illicit activities or that may constitute a crime that infringe the rights of third parties and/or those that infringe any applicable legal provisions.

The user is committed:

I.- Not to enter or spread racist, xenophobic, pornographic, terrorism apology and human rights offence contents or propaganda.

II.- Not to enter or spread network data programme (virus or harmful software) able to cause damages in the information systems of the provider, his providers or thirds party users of the Internet.

III.- Not to spread, transmit or put at third parties disposal any information, item or content that attempts against fundamental rights and freedoms recognized by the Constitution and International treaties.

IV.- Not to spread, transmit or put at third parties disposal any kind of information, item or content that constitutes unlawful or unfair advertising.

V.- Not to spread unsolicited or unauthorized advertising, promotional contents, "junk mail", "spam", "chain letters", "pyramid scenes" or any kind of solicitation except for those areas such as commercial spaces that have been conceived exclusively for that purpose.

VI.- Not to enter or spread any information or false contents , ambiguous, inaccurate that misleads information recipients.

VII.- Not to impersonate other users by using their usernames and keys in the different services and/or contents of the web Site.

VIII.- Not to spread, transmit or put at third parties disposal any kind of information that violates intellectual property rights, patents, trademarks or copyright that belong to the web Site owner or to third parties.

IX.- Not to spread, transmit or put at third parties disposal the privacy of the communication and the Data Protection Law of a personal nature.

User is obliged to hold **Quierohotel.com** harmless for any possible claims, fines or penalties that may come forced to bear as a result of the non-compliance from the part of the user of any of the aforementioned using Rules. In addition, **Quierohotel.com** reserves its right to apply for the corresponding compensation for liquidated damages.

As well the user states that all the information given by him is true, correct, complete and accurate.

### **3. Contents and services linked through the website**

The website may contain technical devices linking to external sites, directories and search engines that allow the user to visit other pages and Internet webs (hereinafter "linked sites"). In these cases, **Quierohotel.com** will only be responsible of the contents and services given by the linked sites when having real knowledge of any illegality links deactivation is not done with due diligence. In case that the user considers that there is a linked site with illegal or inappropriate contents he may inform **Quierohotel.com** providing that in any case this information would lead to quierohotel.com the obligation to delete the link.

In any case, the existence of linked sites does not imply the formalization of agreements between **Quierohotel.com** and the holder or owner thereof and also the recommendation or promotion of the linked sites and/or their contents by **Quierohotel.com**.

Unless expressly stated otherwise in the website, **Quierohotel.com** does not know the contents and services of the linked sites and thus he is not responsible for damages resulting from the illegality, quality, unavailability, error or uselessness that may cause to the user or to any third.

### **4. Intellectual and industrial property**

All the contents of the website that is, texts, photographs, graphics, pictures, icons, technology, software, audiovisual and sound contents, as well as, its graphic design and source code belong to **Quierohotel.com** or to third and it may not be understood that any of the exploitation rights under the law concerning the intellectual property have been assigned to the user.

Brand names, trademarks and logos available on the web belong to **Quierohotel.com** or to third and it may not be understood that any of the rights of such have been assigned to the user.

## **GENERAL CONTRACTING CONDITIONS**

### **1.1. Main features of accommodations and destinations**

Main features of destinations and vacation packages offered through the website are available for consultation in the fact sheet with which they are presented.

### **1.2. The contracting process**

English will be the language in which the user may draw up the contract.

Procedure for hiring accommodation services through the website will be as follows:

1º. Find the destination where you wish to book a hotel/vacation package and choose one of the hotel/vacation packages that are shown in "result of the search". From the hotel file/desired destination, the user must click the button labelled "book".

2º.- Once the hotel/ vacation package selected, user will see the total amount of the booking and the corresponding features such as dates of arrival and departure, number of cars, typo of room, number of persons/occupants, lodging regime, total price V.A.T included.

3º.- If user has a discount coupon, he should enter it at that moment.

4º.- In case that the user wish to contract the cancellation insurance he must tick the appropriate box before reading the terms and conditions of the insurance.

5º.- User must fill in the form for the booking confirmation with all the data required as well as with those concerning the way of payment selected by the user among the way of payments listed in the point 17 of the present Terms and Conditions.

6º.- Before clicking the button "confirmation" user must tick the corresponding box if he wants to receive the invoice by e-mail.

7º.- Finally, user must check if the data entered are correct and then confirm the reservation. In case that user doesn't enter all the data requested which are marked with an asterisk, he can not end the contracting process.

8º.- User will receive at the mail address typed in the form a travel voucher where it is specified all the services engaged as well as the locator number that identifies user reservation in our system.

**Quierohotel.com** will save the electronic evidence of the contract made by the user.

### **1.3 Formalization of the Contract**

The formalisation of the contract is done at the same time of the confirmation of the service, the acceptance of the Terms and Conditions and the payment according to the aforementioned contract steps. At the time of the confirmation, the total amount of the accommodation must be paid by means of one of the way of payments listed in point 1.7 of the present Terms and Conditions, the reservation is not available until the payment is done and valid locator number is issued, the place will be considered to be cancelled and the conditions stated in the point 5.3 concerning the cancellation will be applied.

#### **1.4. Identifying and correcting errors when entering data**

When user forgets to complete any information marked as required data by a red asterisk, he will not be able to advance in the contracting or validating process until the form is duly completed. A message on the screen will inform you about this fact.

The mail address given by the customer must only be used for those communications relating to the booking and to send a single questionnaire about the service given, that can be answered anonymously in order to improve the quality of the service and to confirm the proper provision of the service.

#### **1.5. Additional information requested**

**Quierohotel.com** may ask the customer to be sent an express authorization of the payer and a legible copy of the card and the National ID or passport holder in the following cases:

- 1.- The total amount of the booking is equal or more than 1,000 Euros.
- 2.- When the holder of the credit card used as way of payment has a different name than the name of the traveller that appears in the reservation.
- 3.- Other circumstances **Quierohotel.com** deems convenient.

**Quierohotel.com** reserves the right to cancel the reservation in case the documents are not received within the period of time stated for that purpose.

#### **1.6. Prices**

**The prices of the services include:**

- Value Added Taxes in the countries of the European Union.
- The accommodation includes: the stay the in the hotel chosen, the accommodation board engaged or similar in case of replacement.
- The transfer includes: all the services specified in the confirmation voucher.
- The tickets and tours includes: all the services specified in the confirmation voucher.

**The price of the services does not include:**

- Visa, "stay taxes" or "Tourist taxes", optional hotel services and other similar that are not clearly specified in the contract.
- The transfer does not include: special luggage such as sport luggage ( golf clubs, snowboard or windsurf equipment and so on) as well as power wheelchairs which will be subject to extra fee.
- Tickets service and tours service do not include: any service that has not be specified in the confirmation.

#### **1.7 Methods of payment available**

User counts on the following method of payment:

##### **a) Reservation payment by credit card:**

According to what it has been stated in the point 1.2 of the present Terms and Conditions related to the contracting process, user has to do the booking payment by using a credit card (VISA, Master Card and Maestro).

##### **b) Reservation payment by bank transfer or on account:**

For the reservation made by bank transfer or on account, the customer must make the payment before the deadline date stated at the time to do the booking.

Once the payment is done, user must send the bank document confirming the payment to the following mail address **clientes@quierohotel.com**. the total amount of the booking can not be credited within the deadline date, the reservation will be automatically **CANCELLED**, and customer will not have the right to any claim or compensation.

### **1.8. Invoice delivery**

The acceptance of the present Terms and Conditions of the Contract, user expressly accepts the issue of the invoice by email. In any case, user may revoke the consent given and may ask Quierohotel.com **Quierohotel.com** a paper invoice by phoning the Customer service number +34 951 004 014 or emailing [clientes@quierohotel.com](mailto:clientes@quierohotel.com).

## **2. Special considerations**

### **2.1. Hotels and Apartments**

Customer is responsible to do the correct booking indicating the number of persons who are going to occupy the room or apartment (children included) whatever their age. Hotel premises may refuse to accept the entry to the non declared persons with no right to any claim for this reason.

The quality and content of the services given by the hotel will be determined by the official category assigned and they will be submitted to the standards of common administrative procedure. It will always be considered that the use of the third bed is done with the consent and knowledge of the persons that are occupying the room. Hotel premises must be previously informed by means of the bonus or the final travel documents.

If the customer foresees that he is going to arrive late, it is recommended to notify the fact in advance. On the contrary, hotel premise will be able to use the room /s or apartment/s.

When travellers ask services subject to availability, such as sea views, separate beds and so on , that can not be provided, the Agency only bear the responsibility to inform and ask the hotel to provide them if possible.

### **2.2. Transfers**

The following conditions will be applied to those customers that have booked transfer service through **Quierohotel.com**.

**Quierohotel.com** is not obliged to carry children under the age of 14 years old, except in the case that the child is accompanied by an adult responsible under the age of 18 years or older.

The bonus will show all the necessary information to locate the point of origin of the transport. The bonus will also show the contact phone number to check the booking and to obtain information on the possible contingencies. You must keep the bonus with you while enjoying the transfer service at any time and you must also show it when requested for inspection and keep it in good conditions.

**Quierohotel.com** recommends being at the point of origin of the transfer service at least 10 minutes before the scheduled time of departure.

If the passenger arrives after the time of the departure scheduled, **Quierohotel.com** can give the seat to another passenger and in this case the transfer will be considered to be lost. **Quierohotel.com** will not be responsible of the delay in arriving to the point of origin of the transfer service and will not be obliged to delay the service nor to provide an additional transfer service.

All the transfers will be done at the time determined in the bonus and consequently customer will have to be in good time in order to have enough time to connect with the transfer service by plane or by means of any other transport provided by each carrier.

Airlines suggest passengers to be at the airport at least 2 hours before the scheduled time of the flight.

Despite of what it has been stated in the preceding paragraph, transfers from the airport can be automatically delayed if the flight is delayed. You will assume the obligation to comply with the rules stated by the provider of the transfer service during the route.

### **2.3. Luggage**

Each passenger is authorized to carry ONE luggage and ONE HAND luggage. Any excess of baggage must be declared at the time of the reservation. Baggage excess as well as the carriage of special objects must be duly expressed in the "comments" section in the booking process and keep it in good conditions.

It is understood that you will keep with you all your luggage and personal effects irrespective of the place where they are placed in the vehicle, and the luggage and personal effects are being transported on your own responsibility. **Quierohotel.com** recommends being present during the process of handling, loading and unloading the luggage.

### **2.4. Tickets, activities and tours**

The following conditions will be applied to those customers who make tickets and/or tours reservations through **Quierohotel.com**.

The bonus will show all the necessary information to locate the place where the service contracted is going to be provided in order to find the meeting point where the tour starts.. The bonus will also show the contact phone number for checking the booking and get all the information on possible contingencies.

You must always keep with you the bonus while enjoying the service engaged and you must show it when requested for inspection.

## **3. Right of withdrawal and cancellations**

At any time, user may cancel the services engaged and has the right to be refunded the money paid with no additional expenses.

The refund of the money after the cancellation of the booking will be done as soon as possible, at least within 14 calendar days from the date when user informs **Quierohotel.com** his will to cancel the contract. **Quierohotel.com** will proceed to refund the money using the same method of payment selected by the user in the initial transaction. In any case, deadlines for the cancellation of each booking must be observed because in case of cancellation of the contract beyond this deadline the amount corresponding to each case must be paid.

To Cancel or Modify **Quierohotel.com** puts at customer disposal a Customer Service phone number **+34 951 004 014** or an email address [clientes@quierohotel.com](mailto:clientes@quierohotel.com).

### **3.1. In case of non appliance of the right of withdrawal**

According to the provision of Article 103 of the Law 1/2007, November the 16th enacting the revised text for the Protection of Consumers and Users and other complementary laws, user may not withdraw the contract of service supply contracts for purposes other than those include accommodation, goods transport, rent a car, food or services related to leisure activities if contracts foresee a concrete date or period of execution.

## **4. Claims, complaints and information requests**

User may address any claim, complain or ask for information to the Customer Service of **Quierohotel.com**, by using any of the following ways:

- Sending a letter to the Servicio de Atención al Cliente de **Quierohotel.com**, calle Trinidad Grund n.33-35, 2D 29001 Málaga.
- Sending an email to [clientes@quierohotel.com](mailto:clientes@quierohotel.com).
- Calling +34 951 004 014.

**Quierohotel.com** will answer all the claims as soon as possible and in any case within the period of one month from the submission of the claim.

**Quierohotel.com** will give the user an ID code as well as written evidence by email in order that the user has knowledge of his claim or complaint.

**Quierohotel.com** counts on complaint forms available to the user that can be asked at the Customer Service of **Quierohotel.com**.

## **5. Responsibilities**

When the customer notices the non execution or the bad execution of the contracted services he must communicate the fact immediately to the service provider, and within a period of 48 hours to the Organising Agency, in order to take appropriate measures. The non communication to the Organising Agency will mean that user will have to prove the non compliance in the execution before the Dirección General de Turismo and /or before the competent Court, because beyond the deadline it would be impossible for to the Organising Agency to check the truthfulness of the facts as well as the achievement of a satisfactory solution for all the parts involved. In no case the Agency will be responsible of the accommodation expenses, living expenses, transfers and other expenses originated as a result of the delay in the departures, weather problems, strikes and other problems of force majeure.

The specific features of each hotel premises has been given by the own hotel premises at the time of the contract and consequently are subject to changes. The pictures showed have been taken or have been given by external suppliers and are merely given for information purpose and the Agency is not responsible if the customer does not find the same situation during his stay.

## **6. Data Protection Policy**

Under the provision of the Law 15/199, September the 13TH regarding Personal Data Protection Policy, we inform you that personal data given by you will be stored and processed in the files owned by Quierohotel.com in order to give you the services requested.

Likewise, unless you expressly otherwise stated by ticking the corresponding check box of the reservation form, QUIEROHOTEL S.L. may use your personal data to keep you informed about special offers and promotions vía e.mail.

QUIEROHOTEL S.L. informs you about that you have the right of access, rectification, cancellation and opposition of your personal data by sending a letter to Calle Trinidad Grund 33-35, 2ºD, 29001 Málaga attaching copy of the ID card.

By completing the present form, you authorized Quierohotel, S.L. to communicate your personal data to the hotel premise where you are booking your stay. Like wise, in case you have engaged a travel insurance you also authorized to communicate your data.

## **7. Nullity and inefficiency of the clause**

If any clauses included in the present Terms and Conditions iared declared totally or partially null and ineffective, only the clause or the part of the clause which is considered to be null or ineffective will be

affected and will be considered as non included, but not the whole Terms and Conditions.

#### **8. Applicable Law**

These Terms and Conditions will be governed and construed in accordance with the Spanish Law.

#### **9. Competent Court**

In the event of a dispute between **Quierohotel.com** and the User, user may pursue an action before the Spanish court which corresponds to the address of **Quierohotel.com**, or before the court where the user lives.