

## **GENERAL CONDITIONS**

This document regulates the GENERAL CONTRACTING TERMS or CONDITIONS of the Pre-Reservation and Online Reservation services (hereinafter, and indistinctly, the Pre-Reservation and On-line Reservation services, or the services) of GESTIHOTELS ALEGRIA, SL, with registered office at National Road II Km. 672,6, 08398 Santa Susanna, Barcelona and registered in the Mercantile Registry of Barcelona, Volume 44214, Folio 198, Page B449831, Inscription 4. The Terms "You" and "User "are used here to refer to all individuals and / or entities that for any reason access [www.alegria-hotels.com](http://www.alegria-hotels.com) or use the services.

The use of these services will imply the full and unreserved acceptance, as well as the validity of each and every one of the General Terms and / or Conditions - which will be considered automatically incorporated in the contract that is signed with ALEGRIA HOTELS, without being its written transcription necessary, included in the latest updated version of these General Terms and / or Conditions. That he is a person with sufficient capacity to contract and that he assumes all the obligations set forth herein.

## **USE OF THE ALEGRIA HOTELS ONLINE PRE-RESERVATION AND RESERVATION SERVICES**

### **PRE-RESERVATION SERVICES**

The Pre-Booking on-line services are merely informative, and are intended solely to offer the user the possibility of checking room availability in a hotel or city of their choice. Within 24 hours the user will receive an e-mail confirming if his reservation has been made, so they will only be binding once accepted by ALEGRIA HOTELS by means of the reservation confirmation by mail and payment of the same by the user. The user must verify the reservation confirmation and notify ALEGRIA HOTELS, immediately, in writing, of any errors

### **ONLINE RESERVATION SERVICES**

The purpose of the Online Reservation services is to reserve a room in any of the ALEGRIA HOTELS establishments. The use of these services will imply the full and unreserved acceptance, as well as the validity of each and every one of the General Terms and / or Conditions -which will be considered automatically incorporated in the contract that is signed with ALEGRIA HOTELS, without it being necessary its written transcription in the same - collected in the latest updated version of these General Terms and / or Conditions.

### **CONTRACTING PROCEDURE**

When using the service, the user will receive a confirmation email which will include the confirmation that their purchase order is in the confirmation process. In the event that the card is not valid, we will send an email requesting information about the card, you will have 24 hours to send the correct information of the card and in the case of not responding, the reservation will be automatically canceled.

### **WARRANTY**

The reservation is confirmed and guaranteed overnight by credit card. In case of no-show at the hotel without prior notice, 100% of the stay will be charged as NO SHOW (VAT and taxes included).

## **RESOLUTION OF THE CONTRACT OR CANCELLATION OF THE RESERVATION**

The cancellation policy will depend on the reserved rate. In the case of the prepaid rate, the cancellation of the reservation will imply the collection of 100% of the reservation as it is a contracted rate with the condition of No Return.

General cancellation conditions excluding special rates and Prepaid rate No return:

### **High season: 04/18 - 04/22 + 06/15-13 / 09**

Cancellation 8 days before: No cancellation fees

Cancellation 0-7 days before: 3 nights charge

NO SHOW: 100% reservation charge

(VAT and taxes included).

### **Low season: 04/23 - 04/17 + 04/23 - 06/14 + 09/14 - 11/02**

Cancellation 3 days before: No cancellation fees.

Cancellation 0 - 2 days before: 1 night charge

NO SHOW: 100% reservation charge

(VAT and taxes included).

This clause is not valid for reservations made with special rates. In this case, the conditions established for each rate will apply.

## **MINORS POLICY**

Minors under 18 years of age must stay at the Hotel accompanied by their parents, guardians or adults duly authorized by them. Hotel staff may require the pertinent documentation that identifies adults as their parents / guardians or authorized persons.

## **PRICES PER ROOM AND NIGHT**

The prices are only valid in writing and during the period indicated therein. When there are justifiable reasons, ALEGRIA HOTELS reserves the right to modify these rates without prior notice.

The prices relative to the reservation will be indicated to you during the reservation process. VAT is applied to the prices, without prejudice to the fact that additional taxes are also applied in accordance with the local regulations in force in each of the autonomous communities. The aforementioned local taxes must be paid directly at the hotel.

The prices shown at the time of booking include VAT (or the equivalent tax) according to the tax rate applicable at the time.

In the event that the tax rate changes between the date of the reservation and the date of delivery of services, generating a disparity, according to tax regulations, the tax rate that will be applied to the final price will be the one that corresponds in the moment of the delivery of the services or the accumulation of the tax, even in cases where this will cause an increase in relation to the final price indicated to the client during the reservation.

## **RESERVATION REGULATIONS**

The user agrees to register on the day of arrival at their establishment according to the requirement established by current regulations, comply with safety, coexistence and hygiene regulations as provided by the establishment's Management, respect the facilities and equipment and pay the invoice contracted services at the establishment on the day of arrival, as well as the provisions of the establishment's Internal Regulations.

Consequently, you are obliged not to use the services, for illicit purposes or effects and / or contrary to what is established in these General Terms and / or Conditions of contract,

harmful to the rights and / or interests of third parties or that, in any way , may damage the services, ALEGRIA HOTELS and / or its image.

ALEGRIA HOTELS may, for the sake of agility and for the benefit of users, unilaterally modify, at any time and without prior notice, the services provided, or the operating, technical and service use conditions. In the same way, users, in order to improve the service and establish an optimal level of quality, a priority objective of ALEGRIA HOTELS, may suggest those modifications that they consider useful, by contacting those responsible for the page through the address email: [hello@alegria-hotels.com](mailto:hello@alegria-hotels.com)

### **EXCLUSION OF GUARANTEES AND RESPONSIBILITIES**

ALEGRIA HOTELS does not guarantee the reliability, availability or continuity of the services made available to the user, therefore it excludes any responsibility for damages and / or losses that may be due to the lack of availability, reliability or continuity of its website or of its services, although it will try to provide, to the extent of its possibilities, technical assistance to the affected person, as well as to try to immediately reestablish the interruption, making alternative means available to them, to the extent of its possibilities.

ALEGRIA HOTELS is not obliged to control and does not control in advance, the absence of viruses or elements in the contents, which may cause alterations in the software or hardware of the users or people who visit the pages, so it will not be responsible for the damages of any nature that may arise from them.

IF ALEGRIA HOTELS, despite acting with due foresight and diligence, could not provide the rooms contracted for reasons that are not attributable to them and if there is an impossibility of providing the services under the agreed conditions, ALEGRIA HOTELS will offer the user the possibility of opting for the full refund of the amount paid or for its replacement by another of similar characteristics in terms of category or quality. If from the substitution the service turns out to be of inferior category or quality, ALEGRIA HOTELS will refund the difference.

### **SAFEGUARDING OF THE GENERAL TERMS AND / OR CONDITIONS OF CONTRACT**

If one of the stipulations of these general terms and / or conditions of the contract is declared null or inoperative, the rest of the general terms or conditions will be maintained in the agreed terms.

ALEGRIA HOTELS undertakes to replace the stipulation affected by the nullity, approaching as closely as possible the intention initially pursued by the parties.

No stipulation in this contract will affect in any way the mandatory provisions regarding consumers. If you are not a consumer, you expressly waive your right of withdrawal.

### **CORRECT USE OF THE CONTENTS OF THE WEBSITE BY THE USER**

ALEGRIA HOTELS declares that the industrial property rights (Trademarks, Trade names, etc.) that appear on this Web Site are their property and / or are legitimately exploited by virtue of use agreements or licenses, being duly protected by the existing Regulations on Industrial Property. The User agrees to use the Web Site diligently, correctly and lawfully and, in particular, agrees to refrain from:

Delete, evade or manipulate the "copyright", trademarks and other identifying data of the rights of ALEGRIA HOTELS or its owners incorporated into the content and / or products marketed from the ALEGRIA HOTELS Web Site, as well as the technical protection devices, fingerprints or any information mechanisms that may contain them.

Use the contents and, in particular, the information of ALEGRIA HOTELS obtained through its Web Site to send advertising, communications for direct sales purposes or for any other kind of commercial purpose, unsolicited messages addressed to a plurality of people.

Reproducing or copying, distributing, allowing public access through any form of public communication, transforming or modifying the contents, unless you have the authorization of the owner of the corresponding rights or it is legally permitted.

In general, use the contents in a way, for purposes or effects contrary to the law, morality and generally accepted good customs or public order. ALEGRIA HOTELS does not grant any license or authorization of use of any kind on its industrial and intellectual property rights or on any other property or right related to its Web Site.

Procedure in case of violation of intellectual property rights. In the event that any User or a third party considers that any of the content has been entered on their Web Site in violation of their intellectual property rights, they must send a notification to ALEGRIA HOTELS with complete and precise indication of their data and rights. of intellectual property allegedly infringed as well as the Website.

#### **WWW.ALEGRIA-HOTELS.COM AND ACCEPTANCE OF RULES OF USE**

The user is aware that the use of the pre-booking and online reservation services implies full and unreserved acceptance of each of the clauses that make up the rules of use of [www.alegria-hotels.com](http://www.alegria-hotels.com), in the version published by ALEGRIA HOTELS at the same time the user hires the service. Said rules of use complete these general terms or conditions in everything that they are not opposed to. Therefore, the user must be aware of the importance of consulting the rules of this page, prior to accessing and / or using these services.

The user / client can submit any type of claim through the form located here: [hello@alegria-hotels.com](mailto:hello@alegria-hotels.com)

#### **RIGHT OF MODIFICATION OF THE GENERAL TERMS AND / OR CONDITIONS OF CONTRACTING**

ALEGRIAHOTELS reserves the right to modify these General Contract Terms and / or Conditions, informing users of the modifications made through [www.alegria-hotels.com](http://www.alegria-hotels.com).

#### **APPLICABLE LAW AND COMPETENT JURISDICTION**

These general terms and / or contracting conditions are governed by Spanish law. ALEGRIA HOTELS and the users, for the resolution of any controversy that may arise, with respect to its validity, execution, compliance or resolution, total or partial, submit, expressly waiving their own jurisdiction or any other that, where appropriate, could correspond, to the jurisdiction of the courts and tribunals of the CCAA. This contract constitutes the complete and complete expression of the agreement between ALEGRIA HOTELS and the user, and

replaces all previous pacts, commitments, statements or agreements, both written and oral, that have previously existed between both.

In all cases, any controversy that arises from the provision of services in the hotel where the client is staying will be submitted to the consumer's courts.

**Last updated April 30, 2019**