

# GENERAL TERMS AND CONDITIONS OF HOTELOPIA BOOKINGS

“**Hotelpia**” means Hotelpia, S.L.U., a company registered in Spain before the Commercial Registry of Palma de Mallorca, with its registered office address at Complejo Mirall Balear, Torre B, 5ª. Planta, 4B, Camí de Son Fangos, 100, 07007, Palma de Mallorca (España), with licence number BAL 481 M/D, tax identification code B-57218356.

“**Unavoidable and extraordinary circumstance**” means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken, and include: war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks and pandemics, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested airports (save overbooking), hurricanes and other actual or potential severe weather conditions.

“**Terms**” means these terms and conditions and our Website Terms of Use, Privacy Policy, and Cookies Policy.

“**we**”, “**us**” and “**our**” means Hotelpia.

“**Website**” means the relevant website for your location.

The content of the Website is directed solely at consumers who book the product through Hotelpia (hereinafter referred as “**you**” or “**your**”). “**you**” and “**your**” means all persons named on your booking confirmation and in your travel party (including anyone who is substituted or added at a later date).

The Website is published on behalf of Hotelpia by our partner [Perfectstay.com](https://www.perfectstay.com) SAS, whose company number is 818188385 under the Companies and Trade Register of Paris in France, with registered office at 10 rue de Penthièvre, 75008 Paris, France.

## 2. HOW TO CONTACT US

If you have any query, please contact our [Customer Services Centre](#). For any information related to the fulfillment of an Order, click on 'Request a free call back' at the bottom of the Site.

You may also visit the "Access My Booking" section via the menu available on the Website and click on "Free Call" at the bottom of the page or "Contact Us." During your trip, in case of emergency, contact us via WhatsApp at the following number: +33 1 86 47 75

## 3. OUR AGREEMENT WITH YOU

Our agreement with you sets out what you can expect from us when you make a booking via the Website or through our Customer Services Centre. You should read these Terms carefully before you book to see how they affect your specific travel arrangements.

The acceptance of the Terms, as well as the Website Terms of Use, Cookies policy and Privacy Policy, is a condition of purchasing any service from our Website and cannot be separated.

If you do not agree to be bound by the Terms, you must not proceed with your booking.

## PACKAGE TRAVEL

In case you have booked:

Travel components (which might be announced or not as "package travel", "circuits", "combined offer") including accommodation and transport or activity/excursion which represents an essential feature of the holiday. For example, hotel+ forfait, hotel + tickets to a theme park, etc; or

Those services (accommodation and activity/excursion which supposes more than 25% of the price of the holiday or represents an essential feature of the holiday) combined in accordance with your own selection before a single payment is carried out;

these terms apply between you and us because that combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 (The Package Travel and Linked Travel Arrangements Regulations 2018), and The Package Holidays and Package Tours Regulations 1992.

Therefore, from 1st July you will benefit from all EU rights applying to packages. Hotelopia will be fully responsible for the proper performance of the package as a whole.

Additionally, for all bookings as required by law, Hotelopia has protection in place to refund your payments, including the transport component of the package, to ensure your repatriation in the event that Hotelopia becomes insolvent.

More information on key rights under Directive (EU) 2015/2302 below:

*“Travellers will receive all essential information about the package before concluding the package travel contract.”* → You can find complete information of each of our products on the Website.

*There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.* → For more information, please read Section 4.

*Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organizer or the travel agent.* → For more information, please read [Section 2](#).

*Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.* → For more information, please read Section 14.1.

*The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.*

*Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package*

*cancels the package, travellers are entitled to a refund and compensation where appropriate.*

→ For more information, please read Section 14.2.

*Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.* → For more information, please read Section 15.1.

*Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.* → For more information, please read Section 15.1

*If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.* → For more information, please read Section 14.2.

*Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.* → For more information, please read Section 14.2.

*The organiser has to provide assistance if the traveller is in difficulty.* → For more information, please read [Section 2](#).

*If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start*

*of the package and if transport is included in the package, repatriation of the travellers is secured”.*

**Hotelopia has taken out insolvency protection with Markel International Insurance Company Ltd. Travellers may contact this entity or, where applicable, the competent authority (Consellería de Turismo de Baleares, Spain, Parc Bit, Rita Levi, s/n, 07121 Palma, Islas Baleares) if services are denied because of Hotelopia’ s insolvency.**

## **NON-PACKAGE TRAVEL**

The services, except those detailed in point 1, sold via Hotelopia does not constitute a Package or Linked Travel Arrangement within the meaning of Directive (EU) 2015/2302 (The Package Travel and Linked Travel Arrangements Regulations 2018), and The Package Holidays and Package Tours Regulations 1992.

In such cases, Hotelopia acts an independent intermediary in respect of all bookings made and which are provided by third-independent parties who are classified as “traders”. In this regard, a trader means “any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession. Therefore, Hotelopia will not be responsible for the proper performance of the travel services. In case of problems please contact the relevant service provider.

## **LINKED TRAVEL ARRANGEMENT**

In case you have also booked during the same visit to our Website (in less than 24 hours),

A car rental service, through the link provided; or

Any additional travel services different from the one originally purchased; additional travel services, the travel services will become part of a linked travel arrangement. In that case Hotelopia has, as required by EU law, protection in place to refund your payments to Hotelopia for services not performed because of Hotelopia’ s insolvency, and, where necessary, for your repatriation. Please note that this does not provide a refund in the event of the insolvency of the relevant services provided.

**Hotelopia has taken out insolvency protection with Markel International Insurance Company Ltd. Travellers may contact this entity or, where applicable, the competent**

**authority (Consellería de Turismo de Baleares, Spain, Parc Bit, Rita Levi, s/n, 07121 Palma, Islas Baleares) if services are denied because of Hotelopia' s insolvency.**

#### **4. LEGAL AGE AND RESPONSIBILITY**

To confirm the booking, you accept and ensure that:

You are over the age of 18 and have full legal capacity and sufficient authorisation to make bookings and enter into legal agreement.

You have the consent of any person, different from you, that might be named in the booking , as well as the authorisation of the parents of any persons under 18 years of age that are taking part of it.

All persons travelling have accepted the Terms. You will assume responsibility for informing all persons travelling with regards to relevant and other pertinent details.

Notwithstanding the statements set out in our Privacy Policy, you are responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking.

You will be responsible for any payments related to it, including cancellation or amendment charges.

You hereby guarantee that all the personal information provided in the process of reservation and registering for the service is correct. Likewise, you accept the financial responsibility for all transactions made in your name or via your bank account.

You are also responsible for notifying us prior to the time of booking of any personal circumstances and needs of any person included in the booking including, without limitation, whether any such person requires additional assistance.

#### **5. HOW TO BOOK AND CONTRACT SERVICES VIA HOTELOPIA**

You can make a booking through the Website:

- Select your destination, dates, along with the accommodation, transfer or ticket provider of your choice.

During the booking process, Hotelopia will request personal data such as your name, surname or credit card details. All of the data collected will be treated by our partner, PerfectStay, responsible for operating the Website, in accordance with the Privacy Policy. Such data will be used to facilitate and enable the recruitment and booking of specific services that your request entails. Please make sure that the details entered are correct.

You will be asked to provide information necessary to carry out payment, which will have to be made by credit card through a payment gateway specifically established for this purpose.

You give your consent by phone or clicking on the 'Book' button at foot of the page on which you are requested to provide payment details. Given the nature of online transactions, you hereby acknowledge the impossibility of signing the letter of payment, understood as the document by means of which consent is normally given to a transaction. For this reason, you accept not to sign any electronic transaction generated as a result of booking via Hotelopia.

Such confirmation will be sent electronically to Hotelopia who shall be in charge of storage and conservation to guarantee the process. Confirmation of the purchase by a service provider implies, in any case, the binding of a contract and the undertaking by you to pay the established amounts. Once you have given your consent, a page will open confirming the purchase and you will receive an e-mail containing information in this regard.

If you make any mistakes when entering your details during the booking process, you can identify and correct them before you send the booking form, but if you have already sent the booking form, please click on 'Request a free call back' at the bottom of the Site.

You may also visit the section "Access "My Booking" through the menu available on the Website and click on "Free Call" at the bottom of the page or "Contact Us." Important: Please make sure to review the information you have entered and correct any errors before confirming your booking. Please note: it is important that you check the information you have entered and correct any errors before confirming your booking.

Once the booking is made, we will supply you with a written copy of the booking confirmation which, together with the Terms, forms part of the Agreement made between us and you and which confirms to you all the details regarding your holiday. You must print and present this voucher when you arrive at the establishment where the service(s) is/are offered, or when it/they commence(s). Whether you book alone or as a group, we will only deal with the lead booking name in all subsequent correspondence, including changes, amendments and cancellations.

## **6. PERSONAL DATA**

By accepting the Terms, and pursuant to all applicable protection and privacy legislation in force including the General Data Protection Regulation (EU 2016/679) , you consent and

authorise us to request from the contracted service providers and process any personal information relating to you or your group. Such information shall be treated in compliance with all applicable protection and privacy legislation, including the General Data Protection Regulation (EU 2016/679), as well as any other such legislation that substitutes, complements or elaborates the privacy and data protection legislation, and will be used to process bookings and payments made at your own request.

When you provide personal data to us which relates to another person, you must obtain their consent for you to provide such data to us for processing in relation to the booking. If they do not consent, you must not provide such information to us.

By accepting the General Terms and Conditions, and pursuant to Directive 2000/31/EC on particular legal aspects of Information Society services and Electronic Commerce, you consent and authorise Hotelopia to request from the contracted service providers any personal information relating to you or your group. Such information shall be treated in compliance with European Regulation (EU) 2016/679 of the European Parliament, as well as any other such legislation that substitutes, complements or elaborates the GDPR, and will be used to process bookings and payments made at your request.

Thus, personal information shall be understood to include, but not be limited to: any telephone numbers, fax numbers, e-mail addresses, addresses of residences, signatures, ID or passport copies, credit card details, personal preferences, disabilities, or any special dietary or religious requirements or any other personal information related to you or your group that may be relevant for the completion of your reservation

## **7. THE PRICE YOU PAY**

The price that you will pay when you confirm your booking includes:

The total cost of the services specified on the booking confirmation voucher. Please note complementary services are not included and may be subject to a fee payable on the spot as a consequence of their use. Include, but are not limited to:

Accommodation: local city or tourism taxes, air conditioning, safety deposit boxes, television remote control, spa facilities, pool or beach towels, daily car parking, entertainment and activities away from your accommodation, highchairs, cots, babysitting services, meals, rooms service, mini bar, TV/Satellite TV, telephone calls, sea views, sun loungers, jacuzzi, sauna, table tennis, billiards and darts).



Transfer: may not include special equipment such as sporting equipment (golf, clubs, skis, windsurf boards, etc) and electric wheelchairs, of which will be subject to a surcharge.

Please contact our customer services team prior to booking to discuss your requirements.

Taxes (VAT on all holidays in EU counties). Please note the price of you booking may not include all local fees which will be payable locally. We will do our best to include an indication of the type of additional fees which you may still have to bear.

Current Resort Fees: In case that you are staying in Resort (i.e. USA), please refer to the 'Hotel Info' section in order to get further information concerning this question.

Certain countries have a local tax, known as 'occupation tax' or 'tourist tax', which must be paid directly by the end user at the accommodation provider or at the airport (i.e. The Russian tourist tax must be paid by the end user at the first hotel that they stay at in the country).

Most accommodation suppliers may request you upon arrival holding deposit on a credit or debit card for incidental charges incurred during the stay (such as: long distance telephone charges, room service, resort fees, in-room movies, damage or theft of hotel property, mini bar usage and other such hotel amenities).

The published prices on our Website are in the local currency corresponding to the market and language selected by you. Regarding the exchange rate, it will be as established in Section 23 of these Terms.

## **8. PRICE CHANGE**

In the event of an increase in your holiday price of more than 8% (calculated as above) and for external circumstance beyond Hotelopia (due to changes in the price of fuel or other power sources, in taxes or fees imposed by a third-party not directly involved in the performance of services or in the exchanged rates, then: you may cancel your booking within 14 days of us sending the amendment invoice to you and receive a reducing of all monies paid to us,

The price quoted on the last amendment invoice issued is guaranteed, unless you change your holiday booking. Any increases in our costs which occur after the last amendment invoice has been sent will be borne by us.

We will not be responsible for any change to the price that results from a change by an authority to its cost. We will also not be responsible if the change in price results from a human error, obvious errors, or wrong information given by those suppliers or authorities.

## **9. CHILDREN**

Child prices and other conditions relating to children are agreed upon with each services provider and are not based on any one criterion. Therefore, given that each services provider applies its own special conditions and prices, we ask that you inquire about this point when making your booking (i.e. due to the limited stock of cots that the establishments may have available, please advise us at the time of booking if you require a cot. If an additional cost is applicable, this might be paid by you direct to the accommodation provider).

Hotelopia is not obliged to transport children under 14 years of age unless the child is accompanied by a parent or legal guardian who is at least 18 years old. In some destinations a fee may be applied for children under 2 years of age occupying a seat, whilst in other destinations they may travel free of charge if accompanied by a full paying passenger of least 16 years of age. A reservation is required for each child over 2 years of age.

Please note that infant car seats and/or children's car booster seats are not provided for any transfer and must be taken as part of your baggage (at your own cost) and must be used for all children/infants unless they are over the age of 12 or over the height of 135cm.

## **10. THIRD PERSON**

The majority of establishments consider the booking of a third person as a reservation for an extra bed in the two-person room. This extra bed is provided at an extra cost included in the final price.

## **11. TRANSFERS**

The reservation of transfer services must be made with a minimum of 48 hours prior to departure time, unless the service provider or destination requires a greater amount of time.

**Hotelopia advises users to request the confirmation of a transfer service 24 hours prior to the time that the service is to be provided. Transfers are not guaranteed if a confirmation is not previously requested or whether it is not available.**

Luggage must be clearly labelled with the names of the passengers and the destination address.

Each passenger is allowed to carry one suitcase and one unit of hand luggage. Any excess luggage must be declared during the booking process. Hotelopia reserves the right to apply a charge for excess baggage, which will depend on the charge apply by the supplier.

Hotelopia shall be informed when objects such as sports equipment (golf clubs, skis, windsurf boards, etc.) or electric wheelchairs are carried, of which will be subject to a surcharge. Hotelopia may impose a surcharge on a discretionary basis in function of the service provider and destination requirements. This additional fee must be paid before departure. Otherwise, Hotelopia can refuse to transport bulk items. Both excess luggage as well as the transport of special items should be adequately reported to our Customer Service. To contact us, click on 'Request a free call back' at the bottom of the Site.

You may also visit the "Access My Booking" section via the menu available on the Website and click on "Free Call" at the bottom of the page or "Contact Us."

**It is understood that you will carry all your luggage and personal belongings, regardless of where they are deposited inside the vehicle, and that the luggage and personal belongings are transported under your own responsibility. Hotelopia recommends that you are present during the handling, loading and unloading of your luggage.**

Hotelopia recommends you arrive to the departure point of the transport service with a minimum of 10 minutes before of the scheduled time of departure. If you arrive after the scheduled time of departure, Hotelopia is authorised to give the seat to another passenger, in which case you are deemed to have lost your transfer. Hotelopia is not responsible for late arrivals to the departure point of the transport service, and will not be obliged to delay the service, nor to provide an additional transfer service.

Transfers from the airport can be automatically delayed if the flight is delayed.

## **12. TICKET & EXCURSION SERVICE**

Reservations for tickets must be made within the minimum notice period established by the supplier of the services purchased.

The voucher will include all the details necessary to find the location of the establishment that provides the service, or the meeting point where the excursion starts.

### **13. PAYMENT DETAILS**

This technically secure environment ensures that credit card details cannot be intercepted and are not revealed to anyone other than to financial institutions required to process payment instructions from the user.

Our payment system currently accepts the following payment methods:

Visa  
Master Card

In case a signed authorization from the cardholder may be needed because there are any issue/doubts about the payment, Hotelopia will contact the client.

As regards invoicing, if you request an invoice please contact our Customer Services Centre, as detailed in point 2 You agree to receive an electronic invoice, which you will receive via email in PDF format. Notwithstanding the foregoing, you can revoke this consent by contacting the Customer Service Centre.

For any queries that you may have, please contact our [Customer Services Centre](#).

### **14. MODIFICATIONS**

#### **14.1. If you change your booking.**

All modifications are subject to availability. In case the changes are possible, you will be asked to pay an administration fee of 25 GBP per change made.

All urgent modifications (bookings within 72 hours prior to arrival) should be processed by telephone through our Customer Services Centre through [WhatsApp messages to + 33 1 86 47 75 31](#). For non-urgent modification (more than 72 hours before arrival), please contact our Customer Services Centre. Any request for changes to be made must be in writing from the lead passenger.

Some changes may be treated by us as a cancellation of your existing reservation and a request to book a new reservation.

Please bear in mind that for certain changes in the travel components, the supplier treats them as a cancellation and charge accordingly (up to 100% of the cost of the original accommodation), of which you will be informed prior to confirming your booking (non-refundable services). In these cases, the applicable cancellation fee will be charged.

When changing your holiday details, the price of your new travel arrangements will be based on the current price that applies on the day you make the change. These prices may not be the same as when you first made your booking.

Transfers/tickets and excursions: No changes or alterations will be permitted less than 24 hours before the anticipated service time, unless the service provider requires a longer notice period. Hotelopia also reserves the right to not provide a service if the requested transfer differs greatly from the service originally booked.

#### **14.2. If we change your booking.**

In case of major changes to your holiday, we will pay compensation (unless the change is for an Unavoidable and extraordinary circumstance or if we notify you of the change more than 2 months before you planned departure date). This may include for example a change in accommodation to that of a lower category or in a different area from the initial accommodation booked.

If we tell you about any of these major changes after we have confirmed your holiday booking, you may either:

- Accept the new arrangements offered by us that would include:

- Accept a replacement holiday from us of at least equivalent standard or superior quality, at the date of the change, if we are able to offer you one; or

- Accept a replacement holiday from us of a lower standard, at the date of the change of we are able to offer you one and recover from us the difference in price between the holiday originally purchased and the lower standard holiday;

- or

- Cancel your holidays with us and receive a full refund of all monies paid.

You must let us know your choice within 2 days of receiving our communication. In the event that you do not inform us we shall assume that you wish to cancel your holiday and receive a full refund of all monies paid.

If you choose the new arrangements, the terms and conditions applicable to your holiday will not change and these Terms still apply to your new booking. Exceptions may apply for example, payment date changes or changes to refundable or non-refundable accommodations-

We will only make one compensation payment for each booking.

## **15. CANCELLATIONS**

### **15.1. If you cancel your booking**

- If you need to cancel your booking, you must contact our Customer Service Team. You may cancel your reservation at any time on the Website. During the booking process, you will be notified of the cancellation fees that apply to your reservation, as well as the period for them to be applicable. Please note that cancellation deadlines are based on the time and date of the destination where your hotel stay is booked, and not on the time and date of the country where the reservation was made. Cancellation is not permitted through the Website on the day of arrival, and therefore any such cancellation should be done by contacting Hotelopia. Cancellation charges are dependent upon the policy of the hotel and can reach up to 100% of the total price. In the event of you cancelling a refundable booking, on or before the cancellation date, you will receive a refund amounting to 95% of the total cost of your hotel. The 5% will be retained as a charge to cover the cost of servicing your booking. The calculation will be done on the total cost of your booking (excluding any taxes and fees to be paid at the hotel).

If for exceptional reasons the cancellation cannot be made via the Hotelopia, your letter of cancellation must be sent in writing to Hotelopia detailing the destination and reservation number. Hotelopia shall send acknowledgement of receipt and inform of all the charges, if any, which may be applicable. You shall be responsible for obtaining such confirmation and/or acknowledgment of the cancellation of the reservation.

You must cancel your booking through Hotelopia in all cases; you are not allowed to cancel your booking directly through the accommodation provider.

If you decide to leave the accommodation before the reserved departure date, then you should address any claim for a refund of any unused nights to Hotelopia within twenty days following the effective date of departure, together with written confirmation from the accommodation provider of the time and date of your departure. The accommodation provider may charge the full amount of the original reservation depending of the conditions of each booking (i.e. non-refundable bookings).

Reservations made via Hotelopia may be cancelled by either party with no penalty whatsoever in the event of **Unavoidable and extraordinary circumstance**.

**Transfer:** You will be allowed to cancel the (transfer) services contracted through Hotelopia. Cancellations must be made at least 24 hours in advance of the scheduled time for the (transfer) contracted service, unless the service provider or destination requires an earlier notice, in which case you will be informed prior to the booking confirmation.

In case of cancellations, you will be charged the cancellation fees of which you will be informed prior to the booking confirmation. Hotelopia will refund the total amount paid, minus the cancellation fee incurred with respect to the transfer provider service within 5-20 working days of the cancellation notification. You will not receive any kind of refund if the cancellation occurs with less than 24 hours until the scheduled transfer, or less than the notice required by the service provider.

## **15.2. If we cancel your booking**

If we cancel your holiday, we will pay you a compensation (except where because of an Unavoidable and extraordinary circumstance). You can either have a full refund or accept a replacement holiday from us of:

- (i) At least equivalent standard or superior quality, if we are able to offer you one or;
- (ii) A lower quality holiday, if we able to offer you one and recover from us the difference in price between the holiday originally purchased and the lower standard holiday.

Should you choose option (ii) above, the terms and conditions applicable to your holiday will not change and these Terms will apply to your new booking.

We will only make one compensation payment for each booking.

## **16. FAILURE TO HONOUR BOOKING (NO-SHOW)**

If you do not show up the arrival date/at the time stated on your booking voucher and a cancellation had not been previously made, you or any member of your party will not be entitled to any refund.

Your absence / failure to show up, without prior notice, will be treated as a cancellation made with less than 24 hours' notice, as stated above. Therefore, we will not refund any amount for the absence in the above terms.

Hotelopia will inform you of the cancellation fee generated to pay, which can be up to 100% of the amount of the booking.

## **17. INSURANCE**

You are strongly advised to take out adequate travel insurance prior to arriving in your destination. It is your responsibility to check you have adequate insurance cover. The insurance should cover, amongst other things, the cost of cancellation by you, personal losses, all medical costs and the costs of assistance including return to your country in the event of an accident or illness.

Insurance or any other products and services booked independently from Hotelopia that you may choose to book or pay for directly either with a third party before your holiday, or whilst you are on holiday/in resort do not form part of your holiday provided or arranged by us and therefore your contract will be directly with the provider (Extras). We are not responsible for the provision of Extras or anything that happens when Extras are being provided to you by the operator and/or supplier as the case may be.

## **18. UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES**

Hotelopia will not be liable for any changes or cancellations effected on your booking, or for any loss or damage suffered by you arising from any failure by the services providers and/or



Hotelopia to properly perform any of our respective obligations to you, if the non-performance is caused by events classified as **Unavoidable and extraordinary circumstance**.

## 19. COMPLAINTS RELATED TO THE ACCOMMODATION

If you have a complaint about your arrangements whilst away, you must immediately notify the supplier of the service in question locally, if they are unable to resolve the problem immediately, you should contact us straight away on our Customer Centre Service (telephone number available in the “Contact” section of our website) and we will assist you.

If you are still not satisfied on your return home, please click on ‘Request a free call back’ at the bottom of the Site.

You may also contact our Customer Service through the “Access My Booking” section via the menu available on the Website and click on “Free Call” at the bottom of the page or “Contact Us.” During your trip, in case of emergency, contact us via WhatsApp at the following number: +33 1 86 47 75. .

Please include your holiday reference number on your email and include your daytime and evening telephone numbers. If you wish to bring your complaint to the local authorities where Hotelopia is based, you can do it through the following link:

[https://omic.palma.cat/portal/PALMA/omic/contenedor1.jsp?seccion=s\\_ftra\\_d4\\_v1.jsp&contenido=5343&tipo=4&nivel=1400&layout=contenedor1.jsp&codResi=1&codMenu=1966&language=en](https://omic.palma.cat/portal/PALMA/omic/contenedor1.jsp?seccion=s_ftra_d4_v1.jsp&contenido=5343&tipo=4&nivel=1400&layout=contenedor1.jsp&codResi=1&codMenu=1966&language=en)

[http://www.caib.es/sites/activitats/es/hoja\\_de\\_reclamaciones-70198/](http://www.caib.es/sites/activitats/es/hoja_de_reclamaciones-70198/).

Hotelopia complaints forms are available on request to all clients. To request a complaint form contact our Customer Service by clicking on ‘Request a free call back’ at the bottom of the Site.

You may also visit the “Access My Booking” section via the menu available on the Website and click on “Free Call” at the bottom of the page or “Contact Us.”

Hotelopia is not held responsible for any damage or related matter to do with actions, omissions or negligence on the part of any provider or third party.

The customer reviews provided by TripAdvisor LLC in the Hotelopia website, are the subjective opinions of individual travelers who have actually used or purchased the product and not of TripAdvisor LLC nor of Hotelopia.

## **20. PERSONAL INJURY**

Hotelopia will have not any liability in case of (i) your injury, illness or death was caused by an event or circumstances which the person who caused it could not have predicted or avoided even if they had taken all necessary and due care (ii) your illness, injury or death was your own fault; or (iii) If you or someone named in your booking is injured, falls ill or dies while taking part in an activity which is not part of the holiday, or you need to incur unpredictable extra expenses for which we are not liable because the event is an Unavoidable and extraordinary circumstance.

If you suffer injury, illness or death on your holiday you agree to assist us with our investigations in the following ways:

- you should contact our Contact Services Centre (please see point 2) and the supplier involved, about your injury or illness while you are in the resort;
- you should write to our customer support team within 1 month of coming home from your holiday to allow us to investigate it properly and cooperate with us so as to enable us to carry out such investigation;
- you should include a letter about your injury or illness from your doctor if you can;
- you will transfer to us any rights you have against the supplier or any other person, so that we can claim back from suppliers any payments we make to you, plus any legal or other costs. We will not make a profit from this;
- you should cooperate fully with us if we or our insurers want to enforce any rights transferred to us;

To contact us, click on 'Request a free call back' at the bottom of the Site.

You may also visit the "Access My Booking" section via the menu available on the Website and click on "Free Call" at the bottom of the page or "Contact Us." During your trip, in case of emergency, contact us via WhatsApp at the following number: +33 1 86 47 75

## **21. EXEMPTION OF RESPONSIBILITY FOR TRANSFER SERVICES AND TICKET AND EXCURSION SERVICE**

Hotelopia will take reasonable measures to ensure that vehicles arrive on time to complete the term for which they have been hired, and that they reach their destination on time. The vehicles are fully insured with respect to both passenger and third party claims according to the specific legislation in force.

If for any reason Hotelopia does not take you to the confirmed destination, you will be provided with an appropriate means of transportation such as another coach, private car, taxi, etc. Any reimbursement made by Hotelopia with respect to the costs of using alternative transportation incurred to arrive to the address indicated on the voucher, in no case will exceed the cost of reaching the destination by the alternative means of transport.

Hotelopia is exempt from liability for any failure or delay of the service purchased as well as a breach of contract when it is due to circumstances beyond the reasonable control of Hotelopia. The following circumstances will be considered, without restrictions, as circumstances beyond the reasonable control required: war or threat of war, accidents causing delays on the route of the service, exceptionally severe weather, fire and/or damage to the station/terminal, compliance with the requirements of law enforcement, customs or other official security services under the competent authority, deaths and accidents on the road, vandalism and terrorism, unforeseen traffic jams, mass meetings and strikes, lockouts, riots or local tensions, problems caused by other customers, bankruptcy, insolvency or business closure of the transport company used by Hotelopia and other circumstances that affect your safety.

The maximum amount of Hotelopia's liability to you and/or other passenger/s for any reasonable and unforeseeable loss, injury or impairment that may be suffered or you may incur as a result of a failure on behalf of Hotelopia, a breach of contract, or any act or omission or negligence of any employee of Hotelopia, is limited to the price paid of the booked service.

## **22. CONDUCT**

We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority, believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put any other traveller or our staff or agents at the point of departure or resort in any risk or danger, on the telephone, in writing or in person.

Hotelopia reserves the right (and delegates this right in the drivers and designated agents) to refuse to transport anyone who they believe is under the influence of alcohol or illegal substances and/or whose conduct is a threat to the driver, vehicle or other passengers. Under such circumstances, Hotelopia reserves the right to not provide a refund and to not provide an alternative transfer service.

Passengers are not allowed to consume alcohol in any of the means of transport. The only exception to this is in the case where it has been agreed in writing between Hotelopia and passengers who contract a limousine. In these cases, the consumption of a reasonable amount of alcohol is permitted. No smoking is allowed, unless the driver has given permission to do so.

You shall be liable for any damage caused in the course of irregular offensive behaviour or vandalism.

Any accommodation we arrange must only be used by those people named on the final version of your booking confirmation. You are not allowed to share the accommodation or let anyone else stay there.

You are responsible for the cost of any damage caused to your accommodation or its content during your stay. These charges must be met by you and may have to be paid locally.

## **23. CURRENCY CONVERSION**

Currency rates are based on various publicly available sources and are not updated daily; as such, they cannot be guaranteed as completely accurate and should be used as guidelines only. Actual rates may vary, and you may wish to verify these with a qualified professional.

## **24. PROMOTIONS**

### **24.1. Discount Code**

A discount code is the right to a discount for a specific period of time and under certain conditions established by Hotelopia.

#### **How to use a Discount Code?**

A discount code may only be used on a Hotelopia web page. A promotional discount code may be used on the Hotelopia website, upon request through the reservation process; the code will have to be entered when you make your booking.

A promotional code may be used once only and for one booking only. Discount codes are not to be used together with other promotions.

A discount code may not be used for bookings made at a previous stage.

A discount code can only be used for the online payment method.

Any balance remaining following the use of a promotional code, may not be transferred or drawn.

### **What happens if YOU cancel or change a Discounted Booking?**

If you cancel or choose not to use a discounted booking then you are not entitled to a refund of the Discount or any reinstatement of the Promotion.

If you change a discounted booking, then you will not be entitled to a refund of the Discount or reinstatement of the Promotion but if the booking is maintained and is changed only by adding product(s) then the value of the Discount is retained.

### **Can Hotelopia Cancel or Refuse to Redeem a Discount Code?**

Hotelopia may at any time cancel, withdraw or refuse to redeem a discount code if Hotelopia reasonably believes that a code is being used unlawfully or illegally. You agree that you will have no claim against us in respect of any such cancellation or rejection.

Should Hotelopia not apply the use of a promotional code as part of a booking, for whatever reason, Hotelopia shall inform of the correct cost of the booking before charging the payment to give you the opportunity to confirm the booking and accept the terms.

### **Limitation of Liability**

In the event that Hotelopia cancel, remove, do not apply or refuse the use of a promotion, in no case are Hotelopia liable for losses or damages, whether direct or indirect of any kind, including lost profits and the like.

The rest of the conditions stated above for discount codes also apply to promotions, when appropriate.

## **24.2 Promotion**

A promotion is the right to a discount or special rate for the booking of a reservation at a hotel during a specified period of time (the period in which the promotion is valid), according to certain conditions. It may also be a reference to a promotional code or discount code.

In the event that Hotelopia cancel, remove, do not apply or refuse the use of a promotion, in no case are Hotelopia liable for losses or damages, whether direct or indirect of any kind, including lost profits and the like.

The rest of the conditions stated above for discount codes also apply to promotions, when appropriate.

## **25. LOWEST RATE GUARANTEE IN HOTELOPIA ACCOMMODATION ESTABLISHMENTS**

At Hotelopia, we are confident in our offering of the best and most competitive rates, and to this end, if on another website you find a lower price than the one paid for with Hotelopia, we will refund the difference (same accommodation, destination and dates contracted with Hotelopia). To apply this guarantee, you should follow the [Lowest Rate Guarantee](#) conditions

## **26. WARNING. USA TRAVEL RESTRICTIONS TO CUBA**

Citizens and residents of the United States travelling to Cuba are subject to the laws of the United States pertaining to the U.S. embargo of Cuba and require a license from the United States Government. No refunds will be made or liability incurred with respect to any travel arrangements made by citizens or residents of the United States without required licenses.

## **27. FRAUD OR UNLAWFUL ACTIVITY**

Payments must be authorized by the cardholder named in the holiday booking. We withhold the right to cancel or block your holiday payment without prior notice if:

the transaction has an elevated risk of fraud measured by examining a range of pre-set data and based on our extensive knowledge and experience of fraud attempts;

the cardholder did not authorise the payment and claims that the holiday booking is fraudulent;  
or we reasonably suspect that the cardholder or passenger is connected to other fraudulent activity.

If we block your card transaction as set out above, we may request that you remit payment with a different payment method or payment card.

If Hotelopia has reasonable grounds to suspect that the booking is actually fraudulent, it may cancel it automatically and send a notification email to the email address provided by the customer at the time of booking.

From time to time we are asked by banks and card issuers to investigate transactions which the cardholder believes to be fraudulent and for which you give your express consent to share your personal data. If in the course of such investigation we reasonably establish that a cardholder has claimed a transaction to be fraud in error, then the holiday booking will be subject to further internal checks. Any future bookings connected to such cardholder details may be denied until such time as any outstanding monies owed to us relating to the error are recovered.

## **28. PASSPORT, VISA AND IMMIGRATION/HEALTH REQUIREMENTS AND FOREIGN OFFICE ADVICE**

It is your responsibility to secure the appropriate passport, visa and other immigration documents required for your holiday, and/or to comply with any health formalities required. We do not accept any responsibility if you cannot travel because you have not complied with the passport, visa, and immigration requirements and / or you fail to comply with all applicable health requirements.

## **29. CONTACTING YOU**

If you book via our Website or have opted in other circumstances for us to contact you via email, we will communicate with you using the email address you have provided. We will assume that your email address is correct and that you understand the risks associated with using this form of communication. In the event of disruptions or changes to your holiday we may contact you via email, phone or SMS.

For any information related to the fulfillment of an Order, please contact our Customer Service by clicking on 'Request a free call back' at the bottom of the Site.

You may also visit the "Access My Booking" section via the menu available on the Website and click on "Free Call" at the bottom of the page or "Contact Us." During your trip, in case of emergency, contact us via WhatsApp at the following number: +33 1 86 47 75

### **30. ASSIGNMENT OF RIGHTS**

Hotelopia reserves its rights to assign in total or in part the obligation or rights of these Terms to any subsidiary, affiliate or holding company or any subsidiary of its holding company.

You are not allowed to assign to any third party any obligation or right of these Terms, or any other agreement that completes them, unless with the prior express written authorisation of Hotelopia.

### **31. LEGISLATION AND COURTS OF JURISDICTION**

The application and interpretation of these Terms and Conditions shall be governed by current and applicable Spanish Legislation. In the event of any discrepancy which may arise from the interpretation or execution of these terms and conditions, the parties, with express waiver of any other court of jurisdiction which might apply, if any, shall abide by the Jurisdiction and Competence of the Courts of Palma de Mallorca, Spain.