

# TERMS AND CONDITIONS

**OH!TELS HOTELS & RESORTS**



ENGLISH

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## **General Provisions**

People entering this hotel establishment are obliged to comply with these Terms and Conditions, insofar as they do not contravene Spanish Law 13/2011 of 23 December on Tourism, Andalusian Decree Law 13/2020 of 18 May on Hotel Establishments and Catalan Decree 75/2020 of 4 August, or any other applicable regulations and provisions.

Users of tourism services are obliged to follow the rules and regulations governing the use of tourism establishments and the specific rules of the places being visited and tourism activities. Similarly, they must comply with basic rules of social coexistence and respect for people and traditions.

This hotel establishment (hereinafter Hotel) has drawn up these Terms and Conditions that users (hereinafter Guests) must comply with during their stay.

These Terms and Conditions are available to Guests at all times in their original Spanish version and in English and Catalan translations. They can be consulted on the notice board located in the reception area as well as on the website.

## **SECTION I. Conditions of Admittance**

### **Article 1.- Conditions of Admittance**

1.1. The Hotel is considered, for all purposes, an establishment for public use, although a Guest may be refused admittance or asked to leave the premises for the following reasons: a) Lack of accommodation capacity or facilities. b) Failure to comply with the admission requirements (Art. 2). c) Due to behaviour that may cause danger or disruption to other people, whether they are Guests or not, or that hinders the normal undertaking of the activity.

1.2. When the aforementioned circumstances occur or people cause one or more of the reasons listed above, Hotel staff may request the person or persons to leave, after payment, where appropriate, of the accounts they may have pending for the provision of services or any goods consumed.

If necessary, help will be requested from the security forces according to Article 36 of the Spanish Tourism Law, and Article 25 of the Spanish Decree Law governing hotels. It is expressly stated that access to the Hotel facilities, services and accommodation will not be denied or restricted to people who wish to do so, on the grounds of gender, disability (with or without an assistance dog), religion, opinion or any other personal or social circumstance.

### **Article 2. Admission Requirements**

2.1. People who wish to use the accommodation, common facilities and, where applicable, complimentary services detailed in these Terms and Conditions, must

present their identification documents to be admitted and registered in the Hotel's records.

Once the person or persons have been registered, the Hotel will draw up a check-in document stating the name, category and Hotel registration number, identification number of the assigned accommodation, the number of people who will occupy it, arrival and departure dates and the meals that have been arranged and, when contracted directly, the price of the accommodation. This check-in document, completed in duplicate, must be signed by the Guest to formalise their admittance, once they have been informed of the existence of these Terms and Conditions and their rights and obligations. The original will be given to the Guest and the copy shall remain in the possession of the Hotel.

### **Article 3. Rights**

Hotel Guests have the following rights:

1. To receive tourism services of the quality pertaining to the category, service or establishment contracted.
2. To receive before contracting any services: sufficient, truthful, understandable, effective, objective, clear and complete information regarding the price, conditions and characteristics of the tourism services offered.
3. To obtain all documents that accredit the contract terms of the tourism services and proof of payment.
4. Guests are obliged to observe the rules included in these Terms and Conditions, which they expressly accept on signing the check-in document, and those established by Management on safety, coexistence and hygiene, for a correct use of the Hotel.
5. To make complaints and claims, and to be provided with access to the complaint forms that must be made available by the Hotel. The filing of a complaint does not constitute a waiver from the obligation to pay for the contracted services.
6. To have their personal data protected according to the terms established by the legal system. - To consult the terms of the Privacy Policy published on the website.

### **Article 4. Obligations**

Hotel Guests have the following obligations:

1. To respect the rules and regulations of the Hotel and the specific rules of the places they visit.
2. To observe the standards of hygiene, politeness and social coexistence, and the dress code.
3. To pay the price of the contracted service at the time of presentation of the invoice or, where appropriate, in the place, time and manner agreed, without, under any circumstances, the filing of a complaint or claim exempting them from the obligation to pay.
4. To respect the environment.
5. To respect the Hotel facilities and equipment.
6. To comply with the booking system and with the established departure date, leaving the room unoccupied.
7. To treat Hotel staff with respect.
8. To refrain from assigning their right of use of the contracted services to a third party. Failure to comply will result in the loss of the contracted regime, becoming an "accommodation only" regime.
9. Hotel Guests who, by action or omission, cause damage to the establishment, through fault or neglect, are obliged to pay for the damage caused.

## **SECTION II. Rules of Procedure and Coexistence**

### **Article 5. Booking Cancellation Policy**

5.1. All bookings will include an arrival and departure date, the number and type of rooms and a meal plan.

5.2. The cancellation policy is published on the Hotel website and is binding, except if the booking cancellation is due to reasons of force majeure, such as a health crisis or emergency that affects the Guest's place of residence or the place where the Hotel is located, in which case the policy will not be applicable.

5.3. Confirmation of the booking on behalf of the Hotel is considered a tourism accommodation contract, physical or electronic proof of which is at the Guest's disposition.

5.4. Once confirmation of the booking has been received, the Hotel will make the room category available for the agreed date. If the booking is confirmed with no deposit, it will be held until the agreed time. In the event that there is no agreed time, the booking will be held until 20.00 on the arrival date. If a deposit has been paid, the booking will be held with no time limit for the number of days covered by the deposit amount, unless agreed otherwise.

### **Article 6. Price**

6.1. The Hotel's advertising states that payment for services will be made prior to the provision of the same. Consequently, upon completion of the check-in document on arrival at the Hotel, the invoice corresponding to the contracted services will be presented for payment at the same time, unless previously paid, as making the booking.

Filing a complaint does not constitute a waiver or deferment of the obligation to pay.

Apart from the services contracted when making the booking and paying for them prior to their provision, Guests must pay for the services they contract and enjoy during their stay at the Hotel, without the filing of a complaint implying a waiver from the obligation to pay.

Use of credit cards. 6.2- Authorisation of the user to be charged by the OHTELS chain at the time of Check-in in person/online.

The payment of the amount shown on the Check-in form will be made automatically by the OHTELS chain when the user clicks on the "Accept Check-in online" button, or when signing the welcome.

By accepting these General Conditions, the user expressly authorises the OHTELS chain to automatically charge for the provision of its services, for which it may use the details of the bank card provided by the user at the time of booking the hotel room. The OHTELS chain will inform the user of the exact amount that will be charged prior to making the payment (specifically, this information will appear on the online check-in form, or in person).

The OHTELS chain will store the user's bank card details for the period necessary to check that the additional expenses incurred by the user, after having checked-in, are fully covered. Therefore, OHTELS will temporarily store this data for the sole purpose of being able to charge the additional expenses incurred by the user until his departure from the Hotel and which have not been paid at the time of Check-out.

Once it has been verified that the user has paid for all the services enjoyed, OHTELS will delete all the user's bank card details, where applicable in compliance with the legal obligations that may be required of it.

The user declares that he/she is the holder of the bank card that he/she provided for the payment of the services provided by OHTELS or that it belongs to a third party.

### **Article 7.- Occupancy Period**

Guests have the right to occupy the room from 14.00 on the first day of the contracted period until 12.00 on the date indicated for departure. During dates of maximum occupancy, the availability of the room may be delayed for no more than **two hours**. Extending the occupancy of the room for more time than that contracted will require payment of the fee established for late check-out.

Occupancy by two people of a double room contracted for individual use is not permitted. In this event, the rate established for double use must be paid.

Hotel security safe service and safety deposit boxes in rooms. The Hotel has a security safe service available for safeguarding money or valuables. Rooms also have safety deposit boxes. The Hotel shall not be held responsible for the loss or theft of money or valuables that are not deposited in the security safe.

### **Article 8. Housekeeping Service**

Rooms are cleaned daily between 9.00 and 17.00.

**Article 9.** Half-board includes breakfast and dinner, as contracted. The Hotel can authorise, on request 24 hours in advance, the substitution of dinner for lunch, which will take effect during the stay, subject to availability.

Drinks are not included in the meal price (BB, HB or FB) unless agreed otherwise.

The IT regime does not include soft drinks at breakfast service.

### **Article 10. Prohibitions**

10.1. Occupancy by two people of a double room contracted for individual use is not permitted. In this event, the rate established for double use must be paid.

10.2. Smoking is not allowed anywhere in the Hotel, except in the areas designated for that purpose. Smoking in rooms is expressly prohibited, except on the balcony. Smoking in the rooms or areas where it is not permitted will be considered a serious infringement and will allow the Hotel to terminate the accommodation contract with the Guest and oblige them to leave the establishment

10.3. Food and drink may not be brought into the Hotel for consumption on the premises.

10.4. Towels or any other items of clothing must not be hung over the room's balcony railings. There is a clothesline for this purpose on the balcony.

10.5. The Hotel does not allow animals, except for assistance dogs.

10.6. Restrictions. Access to an area or facility of the Hotel will be limited:

- When the established capacity has been reached or after the closing time of the area or facility.
- When the person is not of the age established to access the area or facility according to the regulations. Similarly, to access or use the water parks, the rules must be scrupulously complied with, particularly those referring to minimum age and minimum and maximum height.
- When violent behaviour is displayed and, in particular, when such behaviour is aggressive and may lead to altercations.
- When dangerous or disruptive situations to other users arise or when the person fails to observe hygiene conditions.
- When people are consuming drugs, narcotics or psychotropic substances or show symptoms of having consumed them.
- When clothing or symbols are worn that incite violence, racism, or xenophobia, as well as when not wearing the clothing required in the particular area or facility.

The assistance of security forces may be requested to evict those who fail to comply with any of the restrictions described above, or any of the restrictions that are mandatory due to the pandemic.

Guests are obliged to pay the expenses incurred up to the moment they are refused access or asked to vacate the Hotel area or facility.

10.7.- Toplessness is forbidden in the swimming pools, except for those reserved for adults only.

10.8- Recommendations.

- Keep an eye on your luggage at all times and do not leave it unattended.
- Keep an eye on your belongings both on the beach and by the pool and do not leave them unattended.
- Close the door to your room when you leave.
- Store your valuables in the safety-deposit box.
- Immediately notify Management of any abnormal event.
- If you forget or lose your key, only the reception staff are authorised to provide you with a new key to open your room.
- If you would like your room tidied, hang the notice "Please tidy the room" on your room door. If you do not wish to be disturbed, hang the "Please do not disturb" sign on your room door.
- In the event of any anomaly or damage to your room, please contact Reception so

- that they can report the incident to the maintenance team.
- Use the facilities correctly and take care of the Hotel's furniture and gardens.
  - Respect the opening times of all the Hotel facilities.

### **SECTION III. Information about the Hotel Organisation**

1. Please speak to Reception regarding any incidents or queries about how the Hotel is run. The Management maintains the highest level of responsibility for the Hotel.

2. Third-party services. The Hotel offers excursions, different services and experiences provided by companies other than the Hotel operator. Reception can provide Guests with information about all these third-party services. The Hotel is not responsible for the services provided by third-party companies.

3. Information on other services provided directly by the Hotel. The rules of use for services the Hotel offers directly to its guests, such as parking, swimming pools, water parks, activities, etc., must be complied with, with no exemptions from compliance by claiming to assume responsibility for the consequences.

4. The serving times for breakfast, lunch and dinner, and opening times of bars and all-inclusive points are published in each Hotel and may vary depending on the season. Guests are therefore advised to check them.

5. The opening hours of the swimming pools and water parks are advertised in each Hotel and may vary depending on the time of year. Guests are advised to check the hours upon arrival at the Hotel.

6. Guests must shower before swimming in the pool. Use of the pool and beach loungers is free. The Hotel has a **No Sun Lounger Booking** policy to ensure that access to them is available to all Guests. Hotel staff will remove items from the sun loungers that are not used for at least 60 consecutive minutes, provided other users are waiting to occupy them. In this event, personal belongings will be left at Reception.

7. Gym. The gym opening times are published in each Hotel. Guests are advised to check the times upon arrival. The regulations regarding the mandatory use of masks must be observed. Guests must wear the appropriate sports clothing and footwear when using the gym equipment. The use of a towel is a mandatory hygiene measure to avoid possible infections and prevent deterioration of the equipment. Smoking, eating or drinking alcoholic beverages in the gym is strictly forbidden. For the benefit of all users, Guests are requested to put the sports equipment back in its place at the end of their training session.

8. Personal data. The Hotel complies with current data protection regulations and in particular with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April on the protection of natural persons with regard to the processing of personal data and the free movement of such data, and Spanish Organic Law 3/2018 of 5 December on the protection of personal data and the guarantee of digital rights.

The personal data provided by Guests will be treated confidentially, applying the security measures provided for by law and using said data for purposes of the accommodation contract and administrative and billing procedures for derived services, as well as for sending information, by any means, about news, services, offers and promotions regarding the Hotel, provided that prior consent has been obtained from the Guest. The processing of Guest data is legitimate for the execution of the contractual relationship signed between both parties and will not be transferred to third parties, except to the National Security Forces, as required by law.

9. Guests can exercise their rights to access, rectify, delete, limit, transfer and oppose, at the Hotel Reception area or via e-mail to the attention of the Data Protection Manager at [calidad@ohtels.es](mailto:calidad@ohtels.es), attaching a photocopy of their official identification document, filing any claim to the supervising authority should they deem it necessary.

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