

General Conditions

These General Terms and Conditions regulate the legal relationship between HOTEL BENAHOARE (referred to as “Hotel”), belonging to SAN TELMO LA PALMA S.L., a Spanish company based in Calle San Telmo 5, 38700 Santa Cruz de La Palma, Spain, and holder of the tax identification code (C.I.F) B76622786, and the final Customers who book all services provided by Hotel Benahoare (referred to as “customers”, “you” or “your”). In particular, the booking of rooms, restoration services and/or any other services provided by Hotel Benahoare (referred to as “services”) are subject to the acceptance of the General Terms and Conditions herein. If you have any questions, please contact us by phone (0034 922 403013) or by email to info@hotel-benahoare.com.

Booking Procedure

When you book services provided by the Hotel, under the conditions detailed for each booking, it is compulsory that you accept these General Terms and Conditions. In this sense, the Hotel does not accept any non-binding bookings.

Customers making a booking on the website must follow the booking instructions. During the booking, you will be asked to provide your personal information (i.e. your name, surname, email address and credit/debit card details). You shall be liable that the information provided is correct and up to date. The data received by the Hotel will be treated in compliance with European Regulation (EU) 2016/679, of April 27, 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data (referred to as “GDPR”) and will be used exclusively to process the booking and payment of the services, to which you expressly consent.

Eligibility

By accessing and using this platform, you agree that you are of legal age and have full legal capacity and sufficient authorization to make bookings. Bookings of any type made through the website by under-age persons will not be accepted, unless formally authorized by the relevant parents or legal tutors.

Upon carrying out the booking, you confirm that all persons named in the booking have accepted the present Terms and Conditions and you will assume full responsibility for that.

Rates and Services

The Hotel’s rates for the services are quoted as total amounts, unless else specified. All prices are quoted including value added tax (IGIC). Prices are subject to change without prior notice.

Please note that the services can only be used by the person(s) identified in the booking or by the person who made the purchase on the website. These services are non-transferable to another person, unless previously agreed with and expressly authorised by the Hotel.

Cancellation or changes in bookings

All modifications in your booking, once accepted by the Hotel, are subject to availability as well as to an applicable fee, which will be charged to your provided credit or debit card. Any modifications shall be communicated to the Hotel as soon as possible in order to include this modification in your booking, if possible.

Cancellations must be made through the Hotel's website and are legally binding after confirmation by the Hotel. Notifications of cancellations must be made within the cancellation period stated for the contracted service to avoid the cancellation fee stated in the booked offer or rate.

It is at the Hotel's sole discretion to cancel the services confirmed due to force majeure, meteorological hazard, official measures, act of terrorism, strikes, global or national pandemic, or similar unforeseeable events. In such cases, the Hotel will not be liable for any changes or cancellations made to your booking, or for any loss or damage suffered by you.

Payment details

Bookings will only be valid if the corresponding payment or reservation guarantee has been processed correctly. Payment transactions on the Hotel's website are encrypted by a secure payment system. This technically secured 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 customer.

Our payment system accepts the payment methods listed in the payment step. Payments through bank transfer are subject to the SEPA direct debit procedure.

If you have any inquiry regarding this aspect, please contact us using the telephone numbers and/or the contact form provided on the website.

Insurance

The Hotel's insurance does not include customers as additionally insured. In this regard, you are recommended to take out a valid travel insurance which should cover any personal losses and all medical costs in the event of an accident or illness during your trip.

Complaints regarding the services of the Hotel

In the event you have any complaint or problems with the services of the Hotel, you must inform us as soon as possible, in order to take adequate action to solve the complaint.

Customers' claims against the Hotel due to non-fulfilment or a fulfilment not in accordance with the contract must be made within 30 days after the date of the Services in writing with a detailed explanation of the claims. Claims received by the Hotel after the expiry of this deadline cannot be accepted, except if customers prove that they were prevented from meeting such deadline.

The Hotel will not be responsible for any damage or actions, omissions or negligence by any third party.

Warranties

The services and all materials and content available on the website are provided “as is” and the Hotel expressly disclaims any and all other representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose of the customer, even if they have been communicated to the Hotel. The Hotel expressly disclaims any warranty regarding the functioning of the platform without any interruption, bug or virus.

Liability

Customers make a booking at their own risk. Any liability of the Hotel is limited to the service price as well as to any direct damage caused willfully or by gross negligence by the Hotel. The Hotel's liability for slight negligence, consequential damages and lost profit is excluded. The Hotel does not assume any liability in the case of non-fulfilment of contractual obligations that result from omissions or contract violation by the customer. The Hotel does not assume any liability for the disappearance of personal items, cash, valuables, luggage, etc. during your stay in the Hotel, as well as loss, theft, damage or misuse of checks and credit cards.

The Hotel does not assume any liability for damages based on circumstances that are beyond the Hotel's control, such as force majeure, natural events, catastrophes, global or national pandemic, or any similar unforeseeable events.

Assignment

The Hotel reserves the right to assign in total or in part the obligations or rights from these Terms to any third party. The parties agree that the customers may not assign part or all their rights and obligations to any third party without prior written authorization of the Hotel.

Data Protection

Customers agree that their personal information, in particular, the customer's name, telephone number, birth date, e-mail addresses, address, ID or passport, gender, credit card details or any other data related to you that may be relevant to conclude your reservation are collected by the Hotel for the purpose of carrying out the Services according to these Terms and Conditions and in compliance with European Regulation (EU) 2016/679, of April 27, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Applicable Law and Courts of Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the Law generally applicable in Spain. For any dispute arising for the interpretation or execution of these Terms and Conditions, the parties expressly waiving their own jurisdiction, submit to the competence and jurisdiction of the Courts of Santa Cruz de La Palma.