



General terms and conditions & privacy statement Villa CONMIGO bed & breakfast

We welcome you in our stylish accommodation and ask you to inform yourself on our general terms and conditions & privacy statement.

1. GENERAL

- 1.1 These general terms and conditions apply to all guests of Villa CONMIGO bed & breakfast.
- 1.2 When making a reservation request or booking you agree with the General terms and conditions as a guest of Villa CONMIGO bed & breakfast.
- 1.3 The minimum stay at Villa CONMIGO bed & breakfast is two nights, for July and August three nights.
- 1.4 Check-in time is from 2 pm; check out before 11 am. Different times will be taken in consultation.
Late check out is possible when there is no check in that day for your room.
Late check out price is € 20, - incl. VAT. In case of early departure, there is no refund.
- 1.5 Smoking is not allowed indoors and in the rooms. Outdoor smoking is allowed.
- 1.6 Pets are not allowed.
- 1.7 For Villa CONMIGO bed & breakfast applies a minimum age of 12 years for co-traveling children.
- 1.8 Villa CONMIGO has no facilities for babies and toddlers.
- 1.9 It is not possible to add an extra bed in the room.
- 1.10 Guests can park their cars on the closed private car park. Parking is always at your own risk.
- 1.11 Guests need to have a permanent place of residence or stay.
- 1.12 The owners of Villa CONMIGO bed & breakfast can, in case of violation of the General terms and conditions and/or the House rules or at inappropriate behaviour, deny or refuse guests access to the accommodation with immediate effect without further communication and giving reasons and without a refund of the accommodation expenses.
- 1.13 Villa CONMIGO bed & breakfast reserves the right to change the terms and conditions. You accept and acknowledge the terms and conditions as binding in force at the moment you use the website and facilities of Villa CONMIGO bed & breakfast.

2. RATES

- 2.1 The shown rates are per room, per night and include breakfast for two persons.
- 2.2 The shown rates include the use of water, electricity, air conditioning, heating and bath- & bed linen based on fair use policy.
- 2.3 The shown rates include VAT (or similar tax) according to the then current VAT rate. If the VAT rate changes between the date of booking and the date of the supply of services, the tax legislation obliges to apply the tax rate at the time of the supply of services or tax increase, even in the case when the previous results in an increase of the final price which was communicated to the guest at the time of the booking.
- 2.4 The shown rates include the use of swimming pool, hot tub, fitness studio and parking.
- 2.5 The shown rates do not include the use of the sauna, honesty bar and other services offered by Villa CONMIGO bed & breakfast.
- 2.6 The rates shown do not include the cost of cancellation and travel insurance.
We recommend taking a cancellation and travelling insurance.
- 2.7 The rates shown are subject to change.

3. BOOKING AND CONFIRMATION

- 3.1 A reservation request or booking can be done orally, by telephone, in writing, by e-mail or via booking sites.
- 3.2 To book a stay at Villa CONMIGO bed & breakfast charges no additional reservation fee.
- 3.3 After receiving your reservation request and the confirmation sent by Villa CONMIGO bed & breakfast, you are bound to pay the down payment. The reservation is only valid if you have received a confirmation from us and the down payment has been paid.

4. PAYMENT

- 4.1 The deposit is 25% of the full accommodation sum with a minimum of 1 night, to be paid within 7 days of booking.
- 4.2 The outstanding amount is due to be paid 6 weeks prior to arrival.
- 4.3 With bookings within 6 weeks before arrival, the total amount has to be paid by return.
- 4.4 The down payment and outstanding amount must be remitted to IBAN: **ES87 0081 5165 4000 0123 9633** / BIC-code: **BSAB ESBB** at the name of Bartolo Andalucía S.L. in Alhaurín de la Torre quoting your reservation number.
- 4.5 The cost of usage of the honesty bar, dinners and lunches should be paid at your departure by cash, debit card or credit card. The prices are found on the list at the honesty bar and in the guest rooms.
- 4.6 The payment for reservations made by us for green fees, sightseeing's, activities and other services during your stay have to be paid on departure by cash, debit card or credit card unless stated otherwise.
- 4.7 The payment for reservations made by us for green fees, sightseeing's, activities and other services before your arrival have to be paid by return by bank unless stated otherwise.
- 4.8 Bank charges for bank transfers are at the expense of the guest. These costs will be charged on the final invoice at check-out. To send money abroad faster with low cost; www.wise.com
- 4.9 For payments with credit or debit card, we will not charge an additional fee as described in the European directive for payments: PSD2. We do not accept credit cards from American Express and Diners Club.

5. CANCELLATION

- 5.1 Cancellations will only be accepted in writing or by email quoting your reservation number.
- 5.2 If the booking agreement is cancelled, the following cancellation fees will be charged:
 - FROM RESERVATION UNTIL 6 WEEKS BEFORE ARRIVAL:**
25% of your total amount, with a minimum of one night, will be charged if you cancel between the day of booking until the 42nd day (not included) prior to your scheduled arrival date.
 - FROM 6 WEEKS TO 4 WEEKS BEFORE ARRIVAL:**
75% of your total amount will be charged if you cancel from the 42nd day (included) to the 28th day (not included) prior to your scheduled arrival date.
 - FROM 4 WEEKS TO ARRIVAL DATE:**
100% of your total amount will be charged if you cancel from the 28th day (included) prior to your scheduled arrival date until the day of arrival.
- 5.3 At No Show, the total amount of the reservation will be charged.
- 5.4 Refund of green fees is based on the cancellation policy of the respective golf course.
- 5.3 We recommend purchasing a good cancellation and travel insurance.

6. FORCE MAJEURE

- 6.1 In case of force majeure, of either permanent or temporary nature, Villa CONMIGO bed & breakfast shall be entitled to dissolve the agreement in whole or in part or temporarily suspend without the guest being able to claim performance and/or compensation. Force majeure shall include, but not exclusively; Danger of war, war, rebellion, strikes, boycott, disturbances in the energy circuit, in traffic or transport, measures by the Government, scarcity of raw materials, natural disasters, and moreover all circumstances, extraordinary weather conditions, death of one of owners or close family members, etc. under which a total or partial performance of the agreement of the accommodation cannot be demanded in reasonableness and fairness.
- 6.2 In the unlikely event that the stay does not take place due to closed borders or other government-imposed barriers such as a negative travel advice or travel ban, which makes travel impossible or illegal, we guarantee the (down) payment. A free rebooking of your stay is possible or we will provide you with a travel credit voucher with the value of the down payment or full accommodation sum. This applies to reservations made without the intervention of booking websites such as Booking-com and whose payment obligations have been met as stated in the booking confirmation. There will be no refunds in (cash) money. Canceled flights, fear, doctor's advice, illness, dismissal, own decision not to travel, a government-mandated health test (or similar test), a government-mandated vaccine, and mandatory quarantine upon return are NO reasons to claim a free rebooking or travel credit voucher. In this case, our general cancellation conditions apply.

- 6.3 Reservations for stays in 2022 are no longer covered by the COVID19 guarantee of Villa CONMIGO bed & breakfast.
- 6.4 ENERGY SURCHARGE: If energy costs such as electricity, gas and water lead to exorbitant increases during the stay, Villa CONMIGO bed & breakfast is entitled to reimburse these costs and to pass them on to the guest as an energy surcharge per night, per room. This energy surcharge will be communicated to the guest before the stay and will be settled upon check-out.

7. LIABILITY

- 7.1 Villa CONMIGO bed & breakfast cannot be held responsible for damage suffered by guest or third parties due to the stay in the accommodation; Guest shall indemnify Villa CONMIGO bed & breakfast against regarding claims. Villa CONMIGO bed & breakfast is not responsible for disturbances in and around the accommodation such as failures and outages of power and water facilities and installations, not or untimely announced construction and/or road works in the vicinity of the accommodation. Villa CONMIGO bed & breakfast cannot be held responsible for any damage, loss or theft of personal belongings.
- 7.2 Villa CONMIGO bed & breakfast can only be held liable for damage that is due to the gross negligence or the negligence of the owners.
- 7.3 Without prejudice to what is determined in 7.1 and 7.2, Villa CONMIGO bed & breakfast's liability is, if and so far as the accommodation will be held responsible under the user agreement, always limited to direct damages and any kind of consequential damages are excluded. The liability of the accommodation is also always limited to the maximum amount that the insurer of Villa CONMIGO bed and breakfast in the determined case will pay.
- 7.4 The use of swimming pool, Jacuzzi, sauna and fitness equipment is at your own risk. Villa CONMIGO bed & breakfast may not be held liable for personal injury or damage to personal belongings caused by using these facilities.

8. DAMAGE

- 8.1 Guest must behave properly and in accordance with the bed and breakfast accommodation's usage instructions given by the owners or accommodation's policy.
- 8.2 The main tenant is legally responsible for inflicted damage by him or her and his fellow guests to Villa CONMIGO bed & breakfast's goods or persons.
- 8.3 A damage case needs directly to be reported by the guest to the owners. Repair and or replacement costs need to be paid by the guest.
- 8.4 In the case of loss of keys all resulting costs will be charged on guest.

9. PRIVACY STATEMENT

This privacy statement applies to Villa CONMIGO bed & breakfast / Bartolo Andalucía S.L. (hereinafter referred to as Villa CONMIGO).

Your privacy will be treated with care by Villa CONMIGO and all the provided personal data will be kept confidentially. Villa CONMIGO takes all reasonable precautions to protect information obtained from or about guests against theft, loss and unauthorized use.

In compliance with the provisions of current legislation on the protection of personal data, Regulation (EU) 2016/679 of April 27, 2016 (GDPR), Organic Law 15/1999 of December 13 (LOPD) and the Spanish Royal Decree 1720/2007 for the development of the LOPD, we inform you that the personal data, according to this European regulations with effect from 25 May 2018, the General Data Protection Regulation (GDPR), will be processed and stored by Villa CONMIGO for carrying out reservation, administrative, accounting and fiscal management.

On our website and in our accommodation we can offer products and / or services from third parties that are not owned by Villa CONMIGO. Villa CONMIGO is not responsible for the execution of agreed transactions and the manner in which such websites or providers deal with privacy.

9.1 CONTACT DETAILS

Villa CONMIGO bed & breakfast / Bartolo Andalucía S.L.
Calle Torremolinos 604, 29130 Alhaurín de la Torre (Málaga) Spain
telephone: (+34) 952 025 623 - website: <https://www.villaconmigo.com> - e-mail: hello@villaconmigo.com
VAT number: ES-B93440568

Villa CONMIGO bed & breakfast is a brand of BARTOLO Andalucía S.L. and registered as an official accommodation at the Junta de Andalucía Consejería de Turismo, Comercio y Deporte under number CR/MA/00758. BARTOLO Andalucía S.L. is registered at the Registro Mercantil de Málaga since November 20, 2015 under Tomo: 5455, Folio: 102, Inscripción: 1, Hoja: MA-130992.

9.2 WHY WE PROCESS PERSONAL DATA

If you want to make a reservation via our website, by e-mail, by telephone or via booking websites, we ask you for personal data. We use this information to process and make your reservation and to communicate the status of your reservation via e-mail. Your reservation on our website is made with us via a secured server (SSL - Secure Sockets Layer) from Redforts Software. Your data will be sent encrypted. The secure connection between your browser and our website guarantees that you are in contact with Villa CONMIGO & Redforts Software and not with someone else. You can see whether the browser has established a secure connection to the icon, usually a closed padlock.

9.3 PERSONAL DATA WE PROCESS

Villa CONMIGO processes your personal data by using our services and / or by providing this information to us. An overview of the personal data that we process: first name / sure name / gender / nationality / day of birth / ID number / ID date of issue / address / e-mail and credit card details if the reservation is made via booking websites or on special request.

9.4 SHARING PERSONAL DATA WITH THIRD PARTIES

Villa CONMIGO provides exclusively to third parties to comply with a legal obligation and at the request of the guest for the purchase of admission tickets. Villa CONMIGO is obliged under Spanish law to register its guests with the Guardia Civil. By signing the guest registration form at check-in you give us permission for this. Villa CONMIGO is obliged for the Spanish Tax Authorities to make an invoice for services rendered, on which personal data have been processed.

9.5 HOW LONG WE STORE PERSONAL DATA

At Villa CONMIGO, personal data are stored infinitely, to simplify the processing of your reservation upon return, and at least as long as necessary to comply with the legal obligation. You agree with this when entering into a reservation.

9.6 HOW WE PROTECT PERSONAL DATA

Villa CONMIGO takes the security and protection of personal data seriously. Personal data are transmitted encrypted via secure connections (Secure Sockets Layer or SSL) and stored digitally in a secure environment of Redforts Oscar Hotel Software. Access to personal data requires the use of a user name and password and for credit card detail a two-step verification. Personal data in writing will be kept in a secured environment for as long as necessary to comply with legal obligations. Our website is hosted by an SSL certified and TLS1.2 encrypted server. Our mail traffic goes via an SMTP module via secure TLS1.2 connection.

9.7 USE OF COOKIES

Cookies are small information files that are stored on the hard disk of your computer. To improve your online experience, we use cookies on our website so that you can log in to our website automatically. We use Google's cookies to analyze activities on our website and to improve our pages. With this information we also see how you use our website and which pages you find interesting. After your permission, we place cookies from social media partners for social media and advertising purposes. If desired, you can change your preferences under: <https://www.villaconmigo.com/cookie-statement/>

9.8 RIGHT TO ACCESS, RECTIFICATION AND DELETION

You have the right to access, rectify or delete your personal data. You can send a request for access, rectification, deletion or withdrawal of your permission to hello@villaconmigo.com. Villa CONMIGO will respond as soon as possible, but within 4 weeks on your request. Is it about data from a child. Then, until the child is 16, the parent (s) or legal representative can make a request. Villa CONMIGO is obliged to perform an identification of the applicant to prevent unauthorized use of personal data.

You also have the option of submitting a complaint to the Information Commissioner's Office (ICO), when you think that Villa CONMIGO does not comply with the European Directive of 25 May 2018. This can be done via the following link: <https://www.gov.uk/data-protection/make-a-complaint>

9.9 COMMERCIAL MAIL

According to the LSSICE, Villa CONMIGO does not perform SPAM practices, therefore, it does not send commercial e-mails that have not been previously requested or authorized by the user. Consequently, in each of the forms of the Web Page, the user has the possibility of giving his express consent to receive our bulletin e-mails, independently of the commercial information punctually requested.

9.10 GOOGLE ANALYTICS

We use Google Analytics to track visitors on our website and to get reports about how visitors use the website. We accepted the data processing agreement from Google. We don't allow Google to use information obtained by Analytics for other Google services, and we anonymise the IP addresses.

9.11 LEGISLATION

For all purposes, the relations between Villa CONMIGO and the users of its (telematic) services, present on this website, are subject to the Spanish legislation and jurisdiction to which the parties expressly submit, being competent for the resolution of all disputes arising or related to their use the Courts of Málaga.

9.12 CHANGES IN THIS PRIVACY STATEMENT

Villa CONMIGO reserves the right to modify the current privacy statement in order to adapt it to new legislation or jurisprudence.

This privacy statement was last amended on 25 May 2018.

The General terms and conditions were last amended on 1 October 2022.

www.villaconmigo.com

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