

ILLA PLANA REAL ESTATE SL



## **INTERNET CLAUSES**

### **Instructions for the use of the documentation**

## E-mail

### Copia de Copia de Email

Incorporate this clause by DEFAULT in the EMAIL signature.

The purpose described is indicative; the company must indicate the specific purpose for which the data of the recipient of the email will be used.

## Legal notices

### Legal notice (analysis + advertising cookies)

Show this legal notice on a link visible from all pages of the website, only if Google Analytics cookies are installed and there is an info banner in the background visible until the use of cookies has been accepted. If this type of cookie is not installed, the normal legal notice must be shown.

## Privacy policy

### PRIVACY policy (PD WEB FORM)

A link to the privacy policy must be visible on all pages of the website.

Mandatory clause regarding obtaining and/or storing personal data (identification data, photographs, emails, etc.)

### SOCIAL NETWORKS: PRIVACY policy in social networks

Mandatory clause regarding obtaining and/or storing personal data (identification data, photographs, emails, etc.).

Place the privacy policy on a link in the social network privacy settings.

Facebook:

1: in the profile of the Page click on the top menu "Information"; 2: in the side menu click on "Legal and privacy information"; 3: in the "Privacy Policy" box put the link.

Twitter and Instagram:

1: in the Page profile click "Edit profile"; 2: in the "Biography" box write "Privacy: put the link".

LinkedIn:

1: in the top menu of the Page click on "I"; 2: in the drop-down click on "MANAGE - Company"; 3: in the Cover click on the icon to "Edit - Header"; 4: in the "Motto" box write "Privacy: put the link"

## Forms

### FORM: Consent for data processing LOPDGDD (DUAL LAYER)

Include this clause in the form from where the Data Subject's data are collected.

An "I accept" button, or an "I have read and accept..." selector giving consent must be added to the bottom of the form to confirm that the consent clause for processing personal data has been read.

The system will not send the form with the data if consent has not been confirmed.

## **FORM: Consent for sending CLASSIFIED ADVERTISEMENTS (NEWSLETTER subscription) LOPDGDD (DUAL LAYER)**

This clause must be provided whenever advertising is to be sent to our clients. Data subjects must select whether or not they accept advertising to be sent and sign the document.

## **Cookies policy**

### **Cookies policy (PD COOKIE CAPTURE)**

A link to the cookies policy must be visible on all pages of the website.

LSSI: Cookies Policy regulations for cookies that require the user's consent to be installed, and that are not of a technical nature, and are necessary for the operation of the website or the provision of services expressly requested by the user.

If the website installs analytical or advertising cookies that require the user's consent, it will be necessary for an informative BANNER to be visible from all parts of the website until the user ACCEPTS the processing.

### **BANNER + Configuration panel (PD COOKIE CONSENT) - DECLINE**

Provide this document to the website's computer technician so that the cookie consent and configuration BANNER is automatically generated.

"PD Cookie Consent" is a JavaScript library through which a pop-up window (banner) is generated that warns the visitor about the existence of cookies and facilitates the blocking of those elements that can embed cookies without the need to search for them one by one.

This banner includes the REJECT option on the first layer.

## **E-commerce**

### **E-COMMERCE (ACCOMMODATION RESERVATIONS). General contracting terms and conditions**

A link to this legal notice must be visible on all pages of the e-commerce website.

The text in red should be revised and adapted to the individual conditions of the business.

If there are transport rates on a separate page, you may create a link to it.

At the moment of confirming the reservation, a selector must be placed indicating that the conditions established by the merchant are accepted (with a link to them).

### **E-COMMERCE. Cancellation request form (consumer/user)**

This form must be available for e-commerce website users to download.

In the section on the Right of Withdrawal in the Terms and Conditions of Sale, there must be a link to this form so that users can withdraw from the contract for the sale of products or the provision of services.

### **E-COMMERCE (INFO). Information about CLAIMS SHEETS**

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E-COMMERCE holders that carry out their activity in any of the autonomous communities that require to inform about the existence of Complaints Sheets available to users or consumers, we recommend replacing the wording of section "4. CLAIMS AND ONLINE DISPUTE RESOLUTION", of the General Terms and Conditions by the example proposed in this document or any other drafted in the same terms.

**E-mail**

**EMAIL: Email**

**LEGAL NOTICE:** This message and its attachments are addressed exclusively to the recipient and may contain confidential information subject to professional secrecy. It may not be communicated, reproduced or distributed without the express authorisation of ILLA PLANA REAL ESTATE SL. If you are not the intended recipient, please delete it and inform us by email.

**DATA PROTECTION:** In accordance with the provisions of Regulation (EU) 2016/679 of 27 April (GDPR) and the Organic Law 3/2018 of 5 December (LOPDGDD), we inform you that personal data and email addresses collected from the Data Subject will be processed under the responsibility of ILLA PLANA REAL ESTATE SL for a legitimate interest and for the purpose of sending communications about our products and services and will be retained for as long as none of the parties object. The data will not be communicated to third parties, unless under legal obligation. You can exercise your rights of access, rectification, portability and erasure of your data and those of restriction and objection to their processing by contacting Avenida. Sargamassa, Nº82, - 07840 Santa Eulalia del Rio (Illes Balears). E-mail: [direccion@sargamassa-palace.com](mailto:direccion@sargamassa-palace.com). If you consider that the processing does not comply with current legislation, you may file a complaint with the Spanish supervisory authority at [www.aepd.es](http://www.aepd.es).

## Legal notices

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**WEBSITE: Legal notice**

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**INFORMATION SOCIETY SERVICES ACT (LSSI)**

ILLA PLANA REAL ESTATE SL, the person responsible for the website, hereinafter the CONTROLLER, makes this document available to users, which is intended to comply with the obligations provided in Act 34/2002 of 11 July, on Information Society and Electronic Commerce Services (LSSICE), Spanish Official State Journal No. 166, as well as informing all website users of the conditions of use.

Any person who accesses this website acquires the status of user, and as such undertakes to strictly observe and comply with the provisions provided herein, as well as any other applicable legal clause.

ILLA PLANA REAL ESTATE SL reserves the right to modify any type of information that may appear on the website, and is not obliged to give prior notice or inform users of such obligations, with publication on the website of ILLA PLANA REAL ESTATE SL being understood as sufficient.

**1. IDENTIFICATION DATA**

Domain name: [www.sargamassa-palace.com](http://www.sargamassa-palace.com)

Commercial name:

Company name: ILLA PLANA REAL ESTATE SL

TIN: B07748007

Registered address: Avenida. Sargamassa, Nº82, 07840 Santa Eulalia del Rio (Illes Balears)

Telephone: 971 330271

Email: [direccion@sargamassa-palace.com](mailto:direccion@sargamassa-palace.com)

**2. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

The website, including but not limited to its programming, editing, compilation and other elements necessary for its operation, the designs, logos, text and/or graphics, are owned by the CONTROLLER or, if applicable, they expressly holds a license or an express authorisation by the authors. All website contents are duly protected by intellectual and industrial property laws, and are registered in the corresponding public registries.

Regardless of their intended purpose, the total or partial reproduction, use, exploitation, distribution and commercialisation, requires in any case the prior written authorisation from the CONTROLLER. Any unauthorised use is considered a serious breach of the author's intellectual or industrial property rights. The designs, logos, text and/or graphics not belonging to the CONTROLLER and which may appear on the website, belong to their respective owners who are liable for any possible dispute that may arise regarding them. The CONTROLLER expressly authorises third parties to redirect to the specific content of the website, and in any case to redirect to the main website of [www.sargamassa-palace.com](http://www.sargamassa-palace.com). The CONTROLLER acknowledges the corresponding intellectual and industrial property rights in favour of their owners, and any mention or appearance on the website does not imply the existence of any rights or responsibility whatsoever over them, nor does it imply any endorsement, sponsorship or recommendation by the website.

Comments regarding any possible breach of intellectual or industrial property rights, as well as



regarding the contents of the website, can be made by contacting [direccion@sargamassa-palace.com](mailto:direccion@sargamassa-palace.com).

### 3. EXEMPTION FROM LIABILITY

The RESPONSIBLE disclaims any liability for the information published on its website provided that it has no actual knowledge that this information has been manipulated or introduced by a third party external to it or, if it has, has acted diligently to remove the data or make it impossible to access them.

#### Use of Cookies

This website uses technical cookies (small files with information that the server sends to the computer of the website user) in order to carry out certain functions considered necessary for the correct functioning and preview of the website. In any case, the cookies used are temporary, with the sole purpose of making navigation of the site more efficient, and disappear at the end of the user's session. Under no circumstances do these cookies themselves provide personal data and will not be used for the collection of such data.

Through using cookies, it is also possible for the server where the website is located to recognise the browser used by the user in order to make navigation easier, allowing, for example, users who have previously registered to access the areas, services, promotions or contests reserved exclusively for them without having to register on each visit. They may also be used to measure the audience or traffic parameters, monitor the progress and number of entries, etc. In these cases, the cookies used are technically non-essential but beneficial to the user. This website will not install non-essential cookies without previous user consent.

This website uses our own cookies and third-party cookies for analytical purposes and to display personalised advertising based on a profile drawn from your browsing habits (e.g. pages visited). All users who visit the website are informed of the use of these cookies by means of a floating banner. If its use is accepted, the banner will disappear, although it is possible to revoke consent and to obtain more information at any time by consulting our Cookies Policy.

The browser may be configured by the user to alert them of the reception of cookies and to prevent their installation on their computer. For further information, please consult the instructions of your browser.

#### Link policy

The user of this website may be redirected to content from third party websites. Since the CONTROLLER cannot always control the contents of third party websites, they do not assume any type of responsibility with respect to said contents. In any case, the CONTROLLER will immediately remove any content that may be in breach of national or international laws, morality or public order, and will immediately remove the redirection to this website, informing the competent authorities of the content in question.

The CONTROLLER will not be responsible for the information and content found, including but not limited to, in forums, chats, blog generators, comments, social networks or any other means that allows third parties to publish content independently on the website of the CONTROLLER. However, and in accordance with Acts 11 and 16 of the LSSICE, third party content is made available to all users, authorities, and law enforcement bodies collaborating directly on the withdrawal or blocking of all content that may affect or violate national or international law, third party rights or public morals and public order. In the event that the user considers there to be any content on the website that could be considered as such, please notify the website administrator immediately.

This website was revised and tested to enable its correct functioning. In principle, proper functioning can be guaranteed 365 days a year, 24 hours a day. However, the CONTROLLER does not rule out the possibility of there being certain programming errors, or that force majeure, natural disasters, strikes or similar circumstances may occur that make accessing the website impossible.

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### **IP Addresses**

The website servers can detect automatically the IP address and the domain name used by the user. An IP address is a number assigned automatically to a computer when connected to the Internet. All of this information is recorded in a duly registered system log on the server that allows the subsequent processing of the data in order to obtain only statistical measurements that show us the number of page hits, the number of visits made to the web servers, the order of visits, the access point, etc.

### **4. APPLICABLE LAW AND JURISDICTION**

Spanish legislation shall apply to the resolution of all disputes or questions related to this website or the activities carried out therein, to which the parties expressly submit themselves, and the Courts and Tribunals of the USER's domicile or the place of fulfilment of the obligation shall be competent for the resolution of all disputes arising from or related to its use.

## Privacy policy

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## PRIVACY POLICY

### 1. USER INFORMATION

#### Who is the controller of your personal data?

ILLA PLANA REAL ESTATE SL is the Controller of the USER's personal data and informs him/her that these data shall be processed in accordance with the provisions of Regulation (EU) 2016/679 of 27 April (GDPR) and the Organic Law 3/2018 of 5 December (LOPDGDD).

#### For what purpose do we process your personal data and why do we do it?

Depending on the form from which we have obtained the personal data, we will process it confidentially for the following purposes:

##### In the form **Contact**

- Respond to queries or any type of request made by the user through any of the contact methods available at the controller's website.  
*(for the legitimate interest of the person in charge, art. 6.1.f GDPR)*
- Conduct statistical analysis and market research.  
*(for the legitimate interest of the person in charge, art. 6.1.f GDPR)*

##### In the form **Newsletter**

- Send newsletters, news, offers and online promotions.  
*(by the consent of the interested party, 6.1.a GDPR)*

##### In the form **Reservas**

- Formalise reservations in the controller's establishment.  
*(for the execution of a contract or pre-contract, 6.1.b GDPR)*
- Send commercial advertising communications by email, fax, SMS, MMS, social networks or by any other electronic or physical means, present or future, to customers, which enable commercial communications concerning products or services that are similar to those that were initially contracted with the customer (art. 21.2 LSSI).  
*(for the legitimate interest of the person in charge, art. 6.1.f GDPR)*

#### For how long will we keep your personal data?

Data shall be stored for no longer than is necessary to maintain the purpose of the processing or for as long as there are legal prescriptions dictating their custody, and when such purpose is no longer necessary the data shall be erased with appropriate security measures to ensure the anonymization of the data or their complete destruction.

#### To whom do we disclose your personal data?

No communication of personal data to third parties is foreseen except, if necessary for the development and execution of the purposes of the processing, to our suppliers of services related to communications, with which the CONTROLLER has signed the confidentiality and data processor contracts required by current privacy regulations.

#### What are your rights?

The rights of the USER are:

- Right to withdraw consent at any time.
- Right of access, rectification, portability and erasure of your data and the limitation or objection to their processing.
- The right to file a claim with the Spanish Supervisory Authority ([www.aepd.es](http://www.aepd.es)) if you consider that the processing does not comply with the current legislation.

**Contact information for exercising rights:**

ILLA PLANA REAL ESTATE SL. Avenida. Sargamassa, Nº82, - 07840 Santa Eulalia del Rio (Illes Balears). E-mail: [direccion@sargamassa-palace.com](mailto:direccion@sargamassa-palace.com)

**2. COMPULSORY OR OPTIONAL NATURE OF THE INFORMATION PROVIDED BY THE USER**

The USERS, by marking the corresponding boxes and entering data in the fields, marked with an asterisk (\*) in the contact form or download forms, accept expressly and in a free and unequivocal way that their data are necessary for the supplier to meet their request, voluntarily providing their data in the remaining fields. The USER ensures that the personal data provided to the CONTROLLER are true and is responsible for communicating any changes to them.

The CONTROLLER informs that all data requested through the website are mandatory, as they are necessary for the provision of an optimal service to the USER. In the event that not all of the data is provided, there is no guarantee that the information and services provided will be completely adapted to the User's needs.

**3. SECURITY MEASURES**

That in accordance with the provisions of the current regulations on the protection of personal data, the CONTROLLER is complying with all the provisions of the GDPR and LOPDGDD regulations for processing the personal data for which they are responsible, and is manifestly complying with the principles described in Article 5 of the GDPR, by which they are processed in a lawful, fair and transparent manner in relation to the data subject and appropriate, relevant and limited to what is necessary in relation to the purposes for which they are processed.

The CONTROLLER guarantees that all appropriate technical and organisational policies have been implemented to apply the security measures established by GDPR and LOPDGDD in order to protect the rights and freedoms of the USERS, and has communicated the appropriate information for them to be able to exercise their rights and freedoms.

For more information about privacy safeguards, you can contact the CONTROLLER via ILLA PLANA REAL ESTATE SL. Avenida. Sargamassa, Nº82, - 07840 Santa Eulalia del Rio (Illes Balears). E-mail: [direccion@sargamassa-palace.com](mailto:direccion@sargamassa-palace.com)

## SOCIAL NETWORKS: PRIVACY Policy

### PRIVACY POLICY IN SOCIAL NETWORKS

#### 1. USER INFORMATION

##### Who is the controller of your personal data?

ILLA PLANA REAL ESTATE SL, hereinafter, **CONTROLLER**, informs the **USER** that he/she has proceeded to create a profile on the Social Networks Facebook, Instagram, Twitter, LinkedIn, Youtube, Vimeo and Google+, that he/she is the controller of the user's personal data processing that takes place on these social networks and informs him/her that these data shall be processed in accordance with the provisions of Regulation (EU) 2016/679 of 27 April (GDPR) and the Organic Law 3/2018 of 5 December (LOPDGDD), providing the following information on the processing:

##### ¿For what purpose do we process your personal data?

**Purposes of the data processing:** maintaining a relationship between the USER and the CONTROLLER which may include the following operations:

- Process requests and queries made to the data controller
- Report on activities and events organised by the data controller
- Inform about products or services offered by the data controller
- Interact through official profiles

##### ¿Why can we process your personal data?

**Legal basis of the processing:** article 6.1.a GDPR, the data subject has given consent to the processing of his or her personal data for one or more specific purposes. The USER has a profile in the same social network and has decided to join the CONTROLLER's social network showing interest in the information published in it, therefore, at the time of requesting to follow our official profiles, gives us consent for the processing of those personal data published in their profile.

The USER can access at all times the privacy policies of the social network itself, as well as configure their profile to ensure their privacy.

The CONTROLLER has access and processes the USER's public information, especially their contact name. These data are only used within the social network and will only be incorporated into a CONTROLLER's file when necessary to process the request of the USER.

##### For how long will we keep your personal data?

**Data storage criteria:** the data will be kept as long as the USER does not revoke the consent given, as indicated in this privacy policy.

##### To whom do we disclose your personal data?

**Communication of data:** the information provided by the USER through the CONTROLLER's social networks, including his/her personal data, may be published, always depending on the services that the USER uses, so that they may be publicly available to other third parties who are users of the social networks. From the profile of each social network, the USER can configure what information he/she wants to make public in each case, see the permissions that have been granted, delete them or deactivate them, like any third party's application that you no longer want to use.

No communication of personal data to third parties out of the social network is foreseen except, if necessary for the

development and execution of the purposes of the processing, to our suppliers of services related to communications, with which the CONTROLLER has signed the confidentiality and data processor contracts required by current privacy regulations.

### What are your rights?

**Rights of the USER:** they can only be exercised in relation to that information that is under the control of the CONTROLLER.

- Right to withdraw consent at any time
- Right of access, rectification, portability and erasure of your data and the limitation or objection to their processing
- The right to file a claim with the Spanish Supervisory Authority ([www.aepd.es](http://www.aepd.es)) if you consider that the processing does not comply with the current legislation

### Contact information for exercising rights:

ILLA PLANA REAL ESTATE SL. Avenida. Sargamassa, N°82, - 07840 Santa Eulalia del Rio (Illes Balears). E-mail: [direccion@sargamassa-palace.com](mailto:direccion@sargamassa-palace.com)

## 2. USE OF THE PROFILE

The CONTROLLER will carry out the following actions:

- Access to the public information of the profile.
- Publication in the profile of the USER of all the information already published in the CONTROLLER's social network.
- Sending personal and individual messages through the channels of the social network.
- Updates of the state of the page that will be published in the USER'S profile.

The USER can always control their connections, delete the contents that no longer interest them and define with whom they share their connections; to do so they must access their privacy settings.

## 3. PUBLICATIONS

The USER, once he/she is a follower or has joined the CONTROLLER's social network, may publish comments, links, images, photographs or any other type of multimedia content supported by the social network. The USER, in all cases, must be the owner of the published content, have the copyright and intellectual property rights or have the consent of affected third parties.

Any publication on the social network, be it texts, graphics, photographs, videos, etc., that threaten or are likely to threaten morals, ethics, good taste or decorum, and/or that infringe, violate or breach intellectual or industrial property rights, the right to the image or the Law, is expressly prohibited.

In these cases, the CONTROLLER reserves the right to immediately remove the content, without prior notice, and may request the permanent blocking of the USER.

The CONTROLLER shall not be held responsible for the contents freely published by a USER.

The USER must keep in mind that their publications will be known by other users, so they are the main responsible for their privacy.

The images that can be published in the social network will not be stored in any file by the CONTROLLER, but they will remain in the social network.

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#### 4. DATA ON MINORS OR PEOPLE WITH SPECIAL NEEDS

Access and registration through the CONTROLLER's social networks is prohibited to minors under the age of 14. On the other hand, if the USER is disabled, the intervention of the holder of their parental authority or guardianship will be necessary, or that of their legal representative by means of a valid document that accredits the representation.

The CONTROLLER will be expressly exonerated of any responsibility that may arise from the use of social networks by minors or disabled people. The CONTROLLER's social networks do not collect consciously any personal information from minors, therefore, if the USER is a minor, they must not register, nor use the CONTROLLER's social networks nor provide any personal information.



## Forms

**FORM: Consent for processing data LOPDGDD****1st LAYER (basic processing information)****DATA PROTECTION:**

In accordance with data protection regulations, we provide , you with the following processing information:

Data controller: ILLA PLANA REAL ESTATE SL

Purposes of the processing: maintaining a commercial relationship and sending communications of products or services

Related rights: access, rectification, portability, erasure, limitation and objection

More processing information in the [Privacy policy](#) (link to the Privacy policy)

☐ I accept the processing of my data for the purpose of sending products or services communications

**2nd 2nd LAYER (Privacy policy)****PRIVACY POLICY****1. USER INFORMATION****Who is the controller of your personal data?**

**ILLA PLANA REAL ESTATE SL** is the CONTROLLER of the USER's personal data and informs him/her that these data shall be processed in accordance with the provisions of Regulation (EU) 2016/679 of 27 April (GDPR) and the Organic Law 3/2018 of 5 December (LOPDGDD).

**Why do process your personal data?**

To maintain a commercial relationship with the user. The planned processing operations are:

- Sending commercial advertising communications by email, fax, SMS, MMS, social networks or by any other electronic or physical means, present or future, that make it possible to carry out commercial communications. These communications will be made by the CONTROLLER and will be related to their products and services, or those of their partners or suppliers with whom they have reached a promotion agreement. In this case, the third parties will never have access to personal data.
- Conduct market research and statistical analysis.
- Processing orders, requests, respond to queries or any type of request made by the USER through any of the contact methods available at the CONTROLLER's website.
- Send the online newsletter on news, offers and promotions in our activity.

**Why can we process your personal data?**

Because the processing is legitimised by article 6 of the GDPR as follows:

- With the USER's consent: sending commercial communications and the newsletter.
- In the legitimate interest of the CONTROLLER: conduct market research, statistical analysis, etc. and process orders, requests, etc. at the request of the USER.

### For how long will we keep your personal data?

Data shall be stored for no longer than is necessary to maintain the purpose of the processing or for as long as there are legal prescriptions dictating their custody, and when such purpose is no longer necessary the data shall be erased with appropriate security measures to ensure the anonymization of the data or their complete destruction.

### To whom do we disclose your personal data?

No communication of personal data to third parties is foreseen except legally obliged to do so or, if necessary for the development and execution of the purposes of the processing, to our suppliers of services related to communications, with which the CONTROLLER has signed the confidentiality and data processor contracts required by current privacy regulations.

### What are your rights?

The rights of the USER are:

- Right to withdraw consent at any time.
- Right of access, rectification, portability and erasure of your data and the limitation or objection to their processing.
- The right to file a claim with the Spanish Supervisory Authority ([www.aepd.es](http://www.aepd.es)) if you consider that the processing does not comply with the current legislation.

### Contact information for exercising rights:

ILLA PLANA REAL ESTATE SL. Avenida. Sargamassa, N°82, - 07840 Santa Eulalia del Rio (Illes Balears). E-mail: [direccion@sargamassa-palace.com](mailto:direccion@sargamassa-palace.com)

## 2. COMPULSORY OR OPTIONAL NATURE OF THE INFORMATION PROVIDED BY THE USER

The USERS, by marking the corresponding boxes and entering data in the fields, marked with an asterisk (\*) in the contact form or download forms, accept expressly and in a free and unequivocal way that their data are necessary for the supplier to meet their request, voluntarily providing their data in the remaining fields. The USER ensures that the personal data provided to the CONTROLLER are true and is responsible for communicating any changes to them.

The CONTROLLER informs that all data requested through the website are mandatory, as they are necessary for the provision of an optimal service to the USER. In the event that not all of the data is provided, there is no guarantee that the information and services provided will be completely adapted to the User's needs.

## 3. SECURITY MEASURES

That in accordance with the provisions of the current regulations on the protection of personal data, the CONTROLLER is complying with all the provisions of the GDPR and LOPDGDD regulations for processing the personal data for which they are responsible, and is manifestly complying with the principles described in Article 5 of the GDPR, by which they are processed in a lawful, fair and transparent manner in relation to the data subject and appropriate, relevant and limited to what is necessary in relation to the purposes for which they are processed.

The CONTROLLER guarantees that all appropriate technical and organisational policies have been implemented to apply the security measures established by the GDPR and LOPDGDD in order to protect the rights and freedoms of USERS and has communicated the appropriate information for them to be able to exercise them.

For more information about privacy guarantees, you can contact **the** CONTROLLER through ILLA PLANA REAL

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ESTATE SL. Avenida. Sargamassa, Nº82, - 07840 Santa Eulalia del Rio (Illes Balears). E-mail: [direccion@sargamassa-palace.com](mailto:direccion@sargamassa-palace.com)

## Consent for sending LOPDGDD ADVERTISEMENTS (Newsletter subscription)

### 1st LAYER (basic processing information)

#### DATA PROTECTION:

In accordance with data protection regulations, we provide , you with the following processing information:

Data controller: ILLA PLANA REAL ESTATE SL

Processing purposes: sending communications of products or services

Related rights: access, rectification, portability, erasure, limitation and objection

More processing information:..... *(web address or other means to access the 2nd layer easily and immediately)*

**O I accept the processing of my data for the purpose of sending products or services communications**

### 2nd LAYER (complete processing information)

**ADVERTISEMENTS:** In accordance with the provisions of Article 21 of Spanish Law 34/2002 on Services of the Information Society and E-Commerce (LSSICE) and the privacy regulations in force, we inform you that the data you provided will be processed in order to subscribe and to receive our newsletter.

**Purposes and legitimacy of the processing:** sending communications concerning products or services through the Newsletter to which you have subscribed (with the Data Subject's consent, art. 6.1.a GDPR).

**Data storage criteria:** data shall be stored for no longer than is necessary to maintain the purpose of the processing or for as long as there are legal prescriptions dictating their custody, and when such purpose is no longer necessary the data shall be erased with appropriate security measures to ensure the anonymization of the data or their complete destruction.

**Communication of data:** data will not be disclosed to third parties, unless legally obliged to do so.

#### Rights of the Data Subject:

- Right to withdraw consent at any time.
- Right of access, rectification, portability and erasure of the data, and those of limitation or opposition to their processing.
- Right to submit a complaint to the Supervisory Authority ([www.aepd.es](http://www.aepd.es)) if they consider that the processing does not comply with current legislation.

#### Contact information to exercise their rights:

ILLA PLANA REAL ESTATE SL. Avenida. Sargamassa, Nº82, - 07840 Santa Eulalia del Rio (Illes Balears). E-mail: [direccion@sargamassa-palace.com](mailto:direccion@sargamassa-palace.com)

## Cookies policy

## COOKIES POLICY

### INFORMATION ABOUT COOKIES

In accordance with Law 34/2002, of July 11, on services of the information society and electronic commerce (LSSI), in relation to Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 of April 2016, General Data Protection (GDPR) and Organic Law 3/2018, of December 5, Data Protection and Guarantee of Digital Rights (LOPDGDD), it is mandatory to obtain the express consent of the user of all web pages that use dispensable cookies, before you navigate through them.

### WHAT ARE COOKIES?

*Cookies* and other similar technologies such as local shared objects, flash *cookies* or pixels, are tools used by Web servers to store and retrieve information about their visitors, as well as to enable the proper functioning of the site.

Through using these devices, the Web server is able to remember some data concerning the user, such as their preferences for viewing the server's pages, their name and password, products that interest them most, etc.

### COOKIES AFFECTED BY, AND COOKIES EXEMPT FROM REGULATIONS

According to the EU directive, the *cookies* that require the user's informed consent are analysis, advertising and affiliation *cookies*, while technical cookies and those that are necessary for the operation of the website or the provision of services expressly requested by the user are exempt.

### TYPES OF COOKIES

#### DEPENDING ON THE PURPOSE

- **Technical and functional *cookies*:** allow the user to navigate through a website, platform or application and the use of different options or services available in it.
- **Analysis *cookies*:** allow the controller to monitor and analyse the behaviour of the users of the websites they are linked to. The information collected by this type of *cookie* is used to measure the activity of the websites, application or platform and to carry out browsing profiling of the users of said sites, applications and platforms, with the purpose of introducing improvements in the analysis of the user data carried out by service users.
- **Advertising *cookies*:** allow management, in the most efficient way possible, of advertising spaces which, if applicable, the editor has included in a website, application or platform from where requested service is provided based on data such as the edited content or frequency with which advertisements are made.
- **Behavioural advertising *cookies*:** collect information on the user's personal preferences and choices (*retargeting*) in order to allow management, in the most efficient way possible, of the advertising spaces which, if applicable, the editor has included in a website, application or platform from where the

requested service is provided.

- **Social cookies:** established by the social network platforms in the services to allow content to be shared with friends and networks. The social media platforms have the ability to track activity online outside the Services. This may affect the content and messages seen in other services used.
- **Affiliate cookies:** allow you to track visits through links from other websites, with which the website establishes affiliate agreements (affiliate companies).
- **Security cookies:** store encrypted information to avoid the stored data in them being vulnerable to malicious attacks by third parties.

#### ACCORDING TO THE PROPERTY

- **Own cookies:** are sent to the user's terminal team from a team or power managed by the own editor and from where the requested service is provided by the user.
- **Third party cookies:** are sent to the user's terminal team from a team or power which is not managed by the editor, but by another body which processes data obtained through the cookies.

#### DEPENDING ON THE STORAGE PERIOD

- **Session cookies:** are a type of *cookie* designed to collect and store data as long as the user accesses a website.
- **Permanent cookies:** are a type of cookies where data continues to be stored in the terminal and may be accessed and processed for a period of time defined by the *cookie* controller, and that can range from a few minutes to several years.

#### PROCESSING OF PERSONAL DATA

ILLA PLANA REAL ESTATE SL is the **Controller** of the personal data of the **Data Subject** and informs them that these data will be processed in accordance with the provisions of Regulation (EU) 2016/679, of 27 April 2016 (GDPR), and therefore the following information on the processing is provided:

**Purposes of the data processing:** as specified in the *cookies* section which are used on this website.

**Legitimation of the processing:** except in cases where it is necessary for web browsing, by consent of the data subject (art. 6.1.a GDPR).

**Data storage criteria:** as specified in the *cookies* section used on the website.

**Data communication:** data will not be disclosed to third parties, except in cookies owned by third parties or under legal obligation.

#### Rights of the Data Subject:

- Right to withdraw consent at any time.
  - Right of access, rectification, portability and erasure of data and the limitation or objection to their processing.
- The right to file a claim with the Spanish Supervisory Authority ([www.aepd.es](http://www.aepd.es)) if you consider that the processing does not comply with current legislation.

#### Contact information to exercise their rights:

ILLA PLANA REAL ESTATE SL. Avenida. Sargamassa, N°82, - 07840 Santa Eulalia del Rio (Illes Balears). E-



mail: [direccion@sargamassa-palace.com](mailto:direccion@sargamassa-palace.com)

## COOKIES USED ON THIS WEBSITE

### COOKIES CONTROLLED BY THE EDITOR

| Technical and functional     |                           |  |             |
|------------------------------|---------------------------|--|-------------|
| Property                     | Cookie                    | Purpose  | Term        |
| clarity.ms                   | <b>CLID</b>               | Cookie required to use website options and services  | in a year   |
| doubleclick.net              | <b>ar_debug</b>           | Cookie required to use website options and services  | in 12 days  |
| google.com                   | <b>AEC</b>                | Cookie required to use website options and services  | in 5 months |
| google.com                   | <b>SOCS</b>               | Cookie required to use website options and services  | in 5 months |
| region1.google-analytics.com | <b>ar_debug</b>           | Cookie required to use website options and services  | in 3 months |
| sargamassa-palace.com        | <b>_clk</b>               | Cookie required to use website options and services  | in a year   |
| sargamassa-palace.com        | <b>_clsk</b>              | Cookie required to use website options and services  | in 22 hours |
| sargamassa-palace.com        | <b>_ga_HCTTC071ZD</b>     | Cookie required to use website options and services  | in a year   |
| sargamassa-palace.com        | <b>_ga_P1E3H5LLMV</b>     | Cookie required to use website options and services  | in a year   |
| sargamassa-palace.com        | <b>_gat_UA-32921206-1</b> | Cookie required to use website options and services  | Session     |
| sargamassa-palace.com        | <b>language</b>           | Cookie required to use website options and services  | in a year   |
| sargamassa-palace.com        | <b>neoCookieConsent</b>   | Cookie required to use website options and services  | in a month  |
| PHP.net                      | <b>PHPSESSID</b>          | Cookie generated by applications based on the PHP language. This is a general purpose identifier used to maintain user session variables. It is normally a random generated number, how it is used can be specific to the site, but a good example is maintaining a logged-in status for a user between pages. | Session     |

### Analytics

| Property         | Cookie      | Purpose  | Term        |
|------------------|-------------|--|-------------|
| Google Analytics | <b>_ga</b>  | ID used to identify users                                  | in a year   |
| Google Analytics | <b>_gid</b> | ID used to identify users for 24 hours after last activity | in 22 hours |

| Marketing                    |                |  |             |
|------------------------------|----------------|--|-------------|
| Property                     | Cookie         | Purpose  | Term        |
| Bing / Microsoft             | <b>MUID</b>    | Identifies unique web browsers visiting Microsoft sites. These cookies are used for advertising, site analytics, and other operational purposes. | in a year   |
| DoubleClick/Google Marketing | <b>IDE</b>     | This cookie is used for targeting, analyzing and optimisation of ad campaigns in DoubleClick/Google Marketing Suite                              | in 9 months |
| Google                       | <b>NID</b>     | This cookies is used to collect website statistics and track conversion rates and Google ad personalisation                                      | in 7 months |
| Google                       | <b>_gcl_au</b> | Used by Google AdSense for experimenting with advertisement efficiency across websites using their services.                                     | in 3 months |

### THIRD PARTY COOKIES

Third-party services are beyond the control of the editor. Suppliers may at any time modify their service conditions, the purpose and use of cookies, etc.

#### External suppliers of this website:

| Editor                       | Privacy Policy  |
|------------------------------|---|
| Bing / Microsoft             | <a href="https://account.microsoft.com/privacy">https://account.microsoft.com/privacy</a>               |
| DoubleClick/Google Marketing | <a href="https://privacy.google.com/take-control.html">https://privacy.google.com/take-control.html</a> |
| Google Analytics             | <a href="https://privacy.google.com/take-control.html">https://privacy.google.com/take-control.html</a> |
| Google                       | <a href="https://privacy.google.com/take-control.html">https://privacy.google.com/take-control.html</a> |
| PHP.net                      | <a href="https://www.php.net/privacy.php">https://www.php.net/privacy.php</a>                           |

### COOKIES CONFIGURATION PANEL

From this panel the user will be able to configure the cookies that the website can install in their browser, except for the technical or functional cookies that are necessary for browsing and using the different options or services that are offered.

[Cookie panel](#)

| HOW TO MANAGE COOKIES FROM YOUR BROWSER |   |
|---|---|
| <b>Delete cookies from your device</b>  | Cookies that are already on a device can be deleted by clearing the browser history, thus deleting the cookies from all websites visited. However, some of the saved information (e.g. login data or website preferences) may also be lost. |
| <b>Manage site specific cookies</b>     | For more precise control of site specific cookies, users can adjust their privacy settings and cookies in their browser.  |

|  |   |
|--|---|
| <b>Blocking cookies</b>                                | While most modern browsers can be configured to prevent cookies from being installed on a device, this may require the manual adjustment of certain preferences each time a site or page is visited. In addition, some services and features may not work properly (for example, profile logins). |
| <b>HOW TO DELETE COOKIES FROM MOST COMMON BROWSERS</b> |   |
| <b>Chrome</b>  | <a href="http://support.google.com/chrome/answer/95647?hl=es">http://support.google.com/chrome/answer/95647?hl=es</a>   |
| <b>Edge</b>  | <a href="https://support.microsoft.com/es-es/microsoft-edge/eliminar-las-cookies-en-microsoft-edge-63947406-40ac-c3b8-57b9-2a946a29ae09">https://support.microsoft.com/es-es/microsoft-edge/eliminar-las-cookies-en-microsoft-edge-63947406-40ac-c3b8-57b9-2a946a29ae09</a>                       |
| <b>Explorer</b>  | <a href="https://support.microsoft.com/es-es/help/278835/how-to-delete-cookie-files-in-internet-explorer">https://support.microsoft.com/es-es/help/278835/how-to-delete-cookie-files-in-internet-explorer</a>   |
| <b>Firefox</b>   | <a href="https://www.mozilla.org/es-ES/privacy/websites/#cookies">https://www.mozilla.org/es-ES/privacy/websites/#cookies</a>   |
| <b>Safari</b>  | <a href="https://support.apple.com/es-es/guide/safari/sfri11471/mac">https://support.apple.com/es-es/guide/safari/sfri11471/mac</a>   |
| <b>Opera</b>   | <a href="https://help.opera.com/en/latest/security-and-privacy/#clearBrowsingData">https://help.opera.com/en/latest/security-and-privacy/#clearBrowsingData</a>   |

## COOKIES CONSENT PANEL “PD COOKIE CONSENT”

### 1. Functionality that inserts a cookie consent panel and blocks items that might insert cookies

«PD Cookie Consent» is a JavaScript library through which it is intended to facilitate the blocking of those elements of the DOM that could embed cookies and allows the website's technician to insert a pop-up window (banner) that warns the visitor of the existence of cookies, as well as providing a way to manage those elements that could generate them, blocking them and preventing them from being generated until they are subsequently unblocked by the visitor.

### 2. How do we insert the library in our website?

#### VERY IMPORTANT

**STEP 1:** insert the following library and its styles between the tags so that the library script overrides any other "script" o "link" that might be between the mentioned tags:

```
<head>...</head>
```

If this step is not performed as described, «PD Cookie Consent» will not work properly.

```
<link rel="stylesheet" href="https://pdcc.gdpr.es/pdcc.min.css">
<script charset="utf-8" src="https://pdcc.gdpr.es/pdcc.min.js"></script>
<script type="text/javascript">
    PDCookieConsent.config({
        "brand": {
            "dev" : true,
            "name": "ADELOPD CONSULTORES IBIZA",
            "url" : "https://adelopdconsultores.com",
            "websiteOwner" : ""
        },
        "showRejectButton": true,
        "cookiePolicyLink": "",
        "hideModalIn": [""],
        "styles": {
            "primaryButton": {
                "bgColor" : "#EEEEEE",
                "txtColor" : "#333333"
            },
            "secondaryButton": {
                "bgColor" : "#EEEEEE",
                "txtColor" : "#333333"
            },
            "rejectButton": {
                "bgColor": "#EEEEEE",
                "txtColor": "#333333"
            }
        }
    });
```

```
</script>
```

**VERY IMPORTANT**

**STEP 2:** in case it does not exist, insert the URL of the Cookie Policy between the quotes of the following tags to show the direct access with all the information about the cookies:

```
"cookiePolicyLink": "http://. ....",  
"hideModalIn": ["http://. ...."],
```

If this step is not performed as described, the consent banner will not be legitimate.

**NOTE:** If the website has been developed through a CMS such as WordPress, Ghost, Shopify, Magento, Prestashop, Joomla, Drupal or similar it is important to make sure that Step 1 is also fulfilled.

In case of using a CMS, the best option and the one that will allow us to fulfill Step 1 safely is to modify the theme or templates of the website, for example, in the case of WordPress, creating a «child theme».

See the developer documentation provided by these platforms.

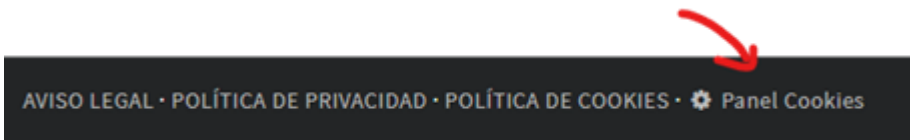
**VERY IMPORTANT**

**STEP 3:** the library offers a CSS property to access the banner when it has been closed and any element containing it will act as a button to open the panel.

We only have to choose any element of the DOM, such as a link, and insert the property (class="pdcc-open-modal").

```
<a href="#" class="pdcc-open-modal">Panel Cookies</a>
```

Once the visitor clicks on the link, or on another element containing the property above mentioned, the Settings view of the «PD Cookie Consent» panel will open.


**3. How does «PD Cookie Consent» work?**

When a visitor accesses the website, the «PD Cookie Consent» library observes each of the existing elements on the page visited and, if any of these meet the necessary requirements to be blocked, it is blocked.

Once all the elements of the page have been observed, the library will display the «PD Cookie Consent» panel and will generate a session cookie named «pd\_cc» that is necessary for the correct functioning of the page.

**NOTE:** The «panel» will not automatically appear when there are only technical and functional cookies. In order for the «panel» to appear, it is necessary that either the library has blocked some element that could insert cookies, or the "PDCookieConsent.blockList()" method has been used, which is detailed in section 3 of the Technical Documentation.



In the first view of the panel, the website visitor will be able to:

1. Read the notice that informs about cookies.
2. Click on the «Cookie Policy» link.
3. Accept all cookies from the website by clicking «Accept».
4. Go to the configuration view by clicking on «Configure».
5. Close the panel.

If the website visitor clicks on the «Configure» button, he/she will get a new view:



In the configuration view the visitor will be able to:

1. Go back to the previous view by clicking the «<- Go back» link.
2. Display the list of all the domains not allowed, being able to:
  - Accept them independently.
  - Reject them independently.
  - Display those that are new and were not in the list on an old display. The text «(new)» appears next to it.
3. Accept all domains at once by clicking on the «Accept all» button.
4. Reject all domains at once by clicking on the «Reject all» button.
5. Save the changes made using the «Save configuration» button.

#### 4. Information messages about blocked items

In addition to the «PD Cookie Consent» panel, the library also provides a **message** that will appear at the top of the website and will **inform the visitor of the visual elements that have been blocked** and are therefore not being displayed.



When this message appears, the visitor will be able to:

- Find out what content has been blocked and is not being displayed, including the list of blocked items (in the case of the image provided, YouTube).

- The following actions can be taken with regard to the list of blocked items:
  - Accept all the blocked elements of the visited page by clicking on «Accept all», unblocking them in the rest of the website (if appropriate). **Once the button is clicked, the message will disappear.**
  - Open the configuration view by clicking on the «Configure» button, being able to perform any of the actions already mentioned in this document.

#### VERY IMPORTANT

The «message» mainly states the blocked «*iframes*».

In order to take «*script*» into account, it is necessary to define the «*report*» property with the value «*true*» in «*PDCookieConsent.blockList()*». For more information, see section «3. Blocking elements of the DOM to prevent them from generating cookies» of the technical information document.

**NOTE:** The «message» will only appear on those pages where there are elements that have been blocked and affect the visual aspect or the functionalities of the website.

## 5. Technical information

To understand how the «PD Cookie Consent» library works it is important to know that it does not capture or block any type of Cookie. «PD Cookie Consent» does not manage cookies, it manages those elements that are responsible for inserting cookies on the website (*iframes*, *scripts* and *noscripts*), all described in the technical documentation.

When a website is loaded in the browser, it generates some elements that are responsible for providing functionality, displaying images, videos, etc. It is through these elements that a multitude of cookies of all types are generated and installed.

During the loading process of the website, the library observes each of the elements that are loaded. As soon as one of these loaded elements corresponds to an *iframe*, *script* and *noscript*, the library starts an analysis process.

If the analysed item contains a prohibited text string, it is locked to prevent loading. The intention is to avoid their loading by not to allow cookies to be inserted on the website without the user's consent. This is why when «PD Cookie Consent», for example, blocks a YouTube video, it is not displayed until the website visitor allows the blocked element to be activated, in this case, an *iframe*.

The text strings that facilitate the automatic blocking of elements are defined in the library itself. You can also define your own strings through a method to be inserted by the website developer; this last step is ideal to block those elements that the library has not detected and to unblock those that the library blocks and it is not necessary to do so.

#### MORE INFORMATION

[Click here](#) for technical information on the configuration of the «script».

If you have any doubt or question about this document, please contact **ADELOPD CONSULTORES IBIZA SL**



## E-commerce

## E-COMMERCE (ACCOMMODATION RESERVATIONS). General contracting terms and conditions



### GENERAL CONTRACTING TERMS AND CONDITIONS

This contractual document will govern the contracting of accommodation bookings through the website [www.sargamassa-palace.com](http://www.sargamassa-palace.com), owned by ILLA PLANA REAL ESTATE SL under the trademark, hereinafter, PROVIDER, whose contact details also appear in the Legal Notice of this Website.

These Conditions will remain published on the website at the disposal of the USER to reproduce them and keep them as confirmation of the contract, and may be modified at any time by the PROVIDER. It is the responsibility of the USER to read them periodically, since those in force at the time of placing orders will be applicable.

The contracts will not be subject to any formality except for the cases expressly indicated in the Civil and Commercial Codes and in this or other special laws.

Accepting this document implies that the USER:

- Has read and understood the above.
- Is a person with sufficient capacity to enter into contract.
- Assumes all the obligations set forth herein.

These conditions will be valid indefinitely and applicable to all orders submitted through the PROVIDER's website.

The PROVIDER informs that the business is liable and understands the current laws of the countries to which it offers its services and reserves the right to unilaterally modify the conditions, without affecting the goods or promotions contracted prior to the modification.

#### Identity of the contracting parties

On the one hand, the PROVIDER of the accommodation booking service contracted by the USER is ILLA PLANA REAL ESTATE SL, with registered office at Avenida. Sargamassa, N°82, 07840 Santa Eulalia del Rio (Illes Balears), tax identification number [[NIF]] and customer/USER service telephone number 971 330271.

And on the other hand by the USER, registered on the website by means of a user name and password, for which they have full responsibility of use and guard, and is responsible for the truthfulness of the personal data given to the .

#### Purpose of the contract

The purpose of this contract is to regulate the contractual relationship between the PROVIDER and the USER, at which time the USER accepts the rental of temporary accommodation during the online contracting process.

The contractual relationship of booking accommodation involves the rental of the chosen property, for a limited time, in exchange for a determined price that is publicly displayed through the website. Extra services must be

added at the time of booking.

### Contracting procedure

The USER, in order to access the services offered by the PROVIDER, must **be an adult and register on the website by creating a user account**. For this reason, the USER must freely and voluntarily provide the personal data required, which will be processed in accordance with the provisions of Regulation (EU) 2016/679 of 27 April (GDPR) and the Organic Law 3/2018 of 5 December (LOPDGDD), as detailed in the Legal Notice and Privacy Policy found on this website.

The USER **selects a user name and password**, committing to use them diligently and to not make them available to third parties, as well as to communicate to their loss or theft or possible access by an unauthorised third party, so that the PROVIDER can proceed to immediately block them.

Once the user account has been created, we inform you that, in accordance with the requirements of Article 27 of Spanish Law 34/2002 on Services of the Information Society and E-Commerce (LSSICE), the following steps will be followed during the contracting procedure:

1. General contracting clauses.
2. Activation of reservations.
3. Right of withdrawal (cancellations).
4. Online claims and dispute resolution.
5. Force majeure.
6. Competency.
7. General information of the offer.
8. Price and period of validity of the offer.
9. Shipping costs.
10. Payment methods, charges and discounts.
11. Purchase process.
12. Suspension or termination of the contract.
13. Guarantees and refunds.
14. Applicable law and jurisdiction.

### 1. GENERAL CONTRACTING CLAUSES

Unless otherwise stipulated in writing, placing a reservation with the PROVIDER shall imply the acceptance by the USER of these legal terms and conditions. No stipulation made by the USER may differ from those made by the PROVIDER unless expressly accepted in advance and in writing by the PROVIDER.

### 2. ACTIVATION OF RESERVATIONS AND PAYMENT

The PROVIDER shall inform the USER in advance of the procedure to be followed when booking.

The automatic availability and price calculation system allows the USER to choose the accommodation they are interested in and immediately pay 40% of the rental price online or, alternatively, they can make a bank transfer within a maximum period of 48 hours.

The PROVIDER will not book the accommodation until it has been verified that payment has been made. Once payment is verified, the PROVIDER will contact you by e-mail to confirm your reservation. This term is understood as long as availability has been confirmed.

## Deposits

has three types of bonds ranging from 200€ to 500€. In case the tenants are a group of young people, they must pay 50 € per person with a minimum of 250 €.

The payment of the deposit will be made in cash at the time of accessing the accommodation. Upon departure from the accommodation, after inspection of the same, the deposit will also be returned in cash.

Any damage to the accommodation will result in an amount being deducted from the deposit.

## Failure to carry out the remote contract

If the contract cannot be executed because the accommodation is not available within 30 days, the USER will be informed of the lack of availability and will be entitled to cancel the reservation and receive a refund of the total amount paid without any cost, and without any liability for damages attributable to the PROVIDER.

In the event of unjustified delay by the PROVIDER with respect to the refund of the total amount, the USER may claim payment of double the amount due, without prejudice to their right to be compensated for damages suffered beyond that amount.

The PROVIDER will not accept any liability if the activation of the service is not fulfilled because of false, inaccurate or incomplete information provided by the USER.

## 3. CANCELLATIONS (right of withdrawal)

**Withdrawal form:** <https://www.sargamassa-palace.com/formulario-solicitud-desistimiento.pdf>

The USER has the same rights and deadlines to proceed with the cancellation and/or claim for possible defects or flaws in the reservation, both online and offline.

Any cancellation must be communicated to the PROVIDER, **requesting a return number by means of the form provided for this purpose, or by e-mail to [direccion@sargamassa-palace.com](mailto:direccion@sargamassa-palace.com)**, indicating the corresponding invoice or reservation number. In the event of a refund, the USER may be penalised for the concepts indicated below:

- If the reservation is cancelled before 30 days prior to the arrival date, the PROVIDER will refund the client 50% of the reservation.
- If the reservation is cancelled after 30 days prior to the arrival date, the total amount of the reservation (100%) will not be refunded.

## 4. CLAIMS

Any complaint that the USER deems appropriate should be dealt with as soon as possible, and can be made by contacting the following contact addresses:

Avenida. Sargamassa, Nº82, 07840 Santa Eulalia del Rio (Illes Balears)  
Telephone number: 971 330271  
Email: [direccion@sargamassa-palace.com](mailto:direccion@sargamassa-palace.com)

If during the rental period there should be any breakdown in the installations or electrical appliances, the USER shall immediately notify the PROVIDER in order to solve these incidents as soon as possible.

In case of force majeure (damage caused by water, fire, etc.), the PROVIDER will replace the reserved accommodation with another of the same characteristics. In case of unavailability of accommodations, the PROVIDER will reimburse the total amount paid.

## 5. FORCE MAJEURE

The parties shall not be liable for any fault due to any greater cause. Fulfilment of the obligation shall be delayed until after the end of the case of force majeure.

**COVID-19:** If due to mobility restrictions or any other reason related to the consolidated rules in the COVID-19 code, the USER is unable to travel he/she will have the possibility to use his/her reservation until ..... or a new date proposed by the PROVIDER.

## 6. COMPETENCY

The USER may not assign, transfer or transmit the rights, responsibilities and obligations contracted.

If any of the terms and conditions are considered null or impossible to fulfil, the validity, legality and fulfilment of the remaining terms and conditions shall not be affected or modified in any way.

The USER declares to have read, understood and accepted these General Terms and Conditions in their entirety.

## 7. GENERAL INFORMATION OF THE OFFER

The details of each reservation, such as accommodation and meals, are informed to the USER in their respective description on the website.

All sales and deliveries made by are subject to these General Conditions.

No modification, alteration or agreement contrary to the Commercial Proposal of or stipulated herein shall take effect, unless expressly agreed in writing and signed by , in which case, these particular agreements shall prevail.

Given the continuous technical advances and product improvements, reserves the right to modify its specifications with respect to the information provided in its advertisements, as long as it does not affect the value of the services offered. These changes shall also apply in the event that, for any reason, the possibility of supplying the services offered is affected.

### Check-in and check-out

Check-in and check-out take place on Saturdays.

**Check-in:** Keys can be collected from our offices in Avenida. Sargamassa, N°82, 07840 Santa Eulalia del Rio (Illes Balears) between 17:00 and 20:00.

- The accommodation will not be available before 17:00.
- In case of early arrival, you can call and leave your luggage at the agency.
- For those arriving between 20:30 and midnight, there will be an additional cost of 70 €.
- No arrivals are accepted later than midnight; these will be postponed until 8:00 the following day.

Upon arrival at the agency, and in accordance with current legislation, the USER must provide the booking

confirmation and the IDs of all the occupants will be checked.

Then, the user will sign a rental contract and pay the remaining 60% of the rent plus a 20 €; management fee and a tourist tax of 0.50 € per day of stay for each person aged over 16, for a maximum of 7 days. (Spanish Law 5/2012 of 20/3/12. Official Journal of the Government of Catalonia (D.O.G.C.) no. 6094 of 23/03/12) and the deposit. You can pay by credit card or cash. Deposits will always be paid in cash.

The accommodation shall be handed to you clean and equipped with all utensils and kitchenware. Bath towels and sheets for each person are included in the rental price.

**Check-out:** Check-out is from 8:00 to 10:00. A person from the agency will come to the accommodation at the agreed time to inspect the condition of the apartment, collect the keys and return your deposit.

At the agreed check-out time, tenants must be ready and packed, and the apartment must be tidied and cleaned.

### Extra services

If the USER is interested in hiring an extra service, he/she must do so at the time of booking:

#### Cleaning

- 1-bedroom accommodations: 50.00 €
- 2-bedroom accommodation: 60.00 €
- 3-bedroom accommodation: 70.00 €
- 4 bedroom accommodation 80.00 €
- Private house (semi-detached) 110.00 €
- Individual detached house 160.00 €

#### Cots

- Cots can be rented for 60.00 €.

#### High chairs

- High chairs can be rented for 45.00 €

#### Fold-out beds

- Fold-out beds can be rented for 70.00 €

There are lodgings where pets are allowed; must be informed at the time of booking.

### Customer Responsibilities

- The USER undertakes to respect the rules of the Community. No parties or excessive noise during rest hours, between 22:00 and 9:00. In no case is it permitted to occupy the accommodation with more people than the maximum capacity.

- Electricity and water use must be rational.

- Hanging towels and clothes on balcony railings is prohibited.

- Pool hours are set by each Community and are generally from 10:00 to 21:00. It is forbidden to fix objects such as parasols, awnings, etc. into the grass or to use inflatables in the pool.

- Children must always be accompanied by their parents and under their responsibility.
- The USER is responsible for the correct behaviour of all his/her fellow guests, otherwise, the PROVIDER reserves the right to expel the occupants of the accommodation, without the right to future claims or any kind of compensation.
- Neither, nor the owner shall be liable for any direct or indirect damage that may be caused as a result of the misuse of the accommodation, including but not limited to: damage, loss after fire, theft, crime, accidents or other types of damage.

## 8. PRICE AND PERIOD OF VALIDITY OF THE OFFER

The prices indicated for each reservation include Value Added Tax (VAT). These prices, unless expressly stated otherwise, do not include tourist taxes, travel insurance, shipping, handling, packaging or any other additional services and attachments to the service purchased.

The prices applicable to each property are those published on the website and shall be shown in Euros. The USER accepts that the economic valuation of some of the services may vary in real time. Prices may change daily as long as no booking is made.

Any payment made to involves the issuance of an invoice under consent (art. 63.3 RD 1/2007) in the name of the registered USER or the company name that the USER has informed at the time of placing the order. This invoice will be delivered to the USER at the end of the rental and the payment of the contracted services is made. The invoice can be downloaded in PDF format by accessing the web management panel with the user account. In the event that the user wishes to receive it by e-mail, they must request it by any of the means that the PROVIDER makes available to them, informing them that they may revoke this decision at any time.

For any questions about the booking, the USER may contact the customer services by calling 971 330271 or by emailing [direccion@sargamassa-palace.com](mailto:direccion@sargamassa-palace.com).

## 9. SHIPPING COSTS

There are no shipping costs.

## 10. PAYMENT METHODS, CHARGES AND DISCOUNTS

The PROVIDER is responsible for the economic transactions and accepts the following payment methods for orders:

- Bank transfer
- Pay Pal
- Credit card: payment by credit card will not be accepted if it exceeds..... €

### Security measures

The website uses generally accepted information security techniques within the industry, such as SSL, data entered on a secure page, firewalls, access control procedures and cryptographic mechanisms, with the aim of preventing unauthorised access to data. To achieve these purposes, the USER agrees that the PROVIDER will obtain data for the purpose of the corresponding access control authentication.

The PROVIDER undertakes not to allow any transaction that is or is considered illegal by the credit card brands

or the acquiring bank, which may or has the potential to damage their goodwill or negatively influence them.

The following activities are prohibited by the card brands' programmes: the sale or offer of a product or service that does not comply with all laws applicable to the Buyer, Issuing Bank, Merchant or Cardholder.

## 11. PURCHASE PROCESS

The website has a search system with different parameters to facilitate the choice of accommodation. Types of reservations:

- **Reservations with immediate confirmation:** The minimum price of the service is stipulated on the website. You can book on-line and add the extra services that suit you.
- **Price not available:** If the price of the service is not available, the USER will be informed as soon as possible by email or telephone.

Select the dates of arrival and departure, the people staying (adults and children) and the extra services chosen and add to the basket. In the basket you can only view **the selected services, quantity, price and total cost**. Once the basket has been saved, the **taxes, charges and discounts will be calculated according to the details entered**.

Baskets have no administrative link, it is only a section where you can simulate an order without any commitment from either party.

Follow the steps below to correctly place an order from the basket:

1. - Confirm billing details.
2. - Check the reservation (dates, services...).
3. - Select payment method.
4. - Place your order (buy).

Once the order has been processed, the system **instantly** sends an email to the PROVIDER's management department and another to the e-mail of the USER confirming that the order has been placed.

**Within a maximum of 24 hours, on working days, an email will be sent to the USER confirming the status of the reservation, as well as all the relevant information.**

**In the on-line Reservation section, you can consult the description and characteristics of the accommodation, the services included, the optional services (extras) and the particular specifications of each property.**

## 12. SUSPENSION OR TERMINATION OF THE CONTRACT

If any of these terms and conditions should be deemed unlawful, void or for any reason unenforceable, the term in question shall be deemed severable and shall not affect the validity and enforceability of any remaining terms and conditions.

The PROVIDER may, without prior notice, suspend or terminate the USER's access to its services, in whole or in part, for any valid reason, including, without limitation, when the USER fails to comply with or follow any of the obligations set forth herein or any applicable provision of law, license, regulation, directive, code of practice or usage policies.

Whenever the PROVIDER exercises any of its rights or powers under this Clause, such exercise shall not prejudice or affect the exercise of any other right, power or remedy that may be available to the PROVIDER.



### 13. GUARANTEES AND REFUNDS

The guarantee of the services offered will respond to the following articles based on the Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws:

#### Conformity of services with the contract

1. Unless there is proof to the contrary, products shall be deemed to conform with the contract provided that they fulfil all the requirements set out below, unless the circumstances of the case deem any of them inapplicable:

- a) They conform to the description provided by .
- b) They are suitable for the uses to which services of the same type are normally put.
- c) They are suitable for any special use required by the USER, when this has been brought to the attention of at the time of conclusion of the contract, provided that the latter has admitted that the service is suitable for this use.
- d) They present the usual quality and performance of a service of the same type that the customer may reasonably expect, taking into account the nature of the service and, where appropriate, the descriptions of the specific characteristics of the services made by .
- e) describes the details, technical characteristics and photographs of the properties provided by the owners of the properties, so that it is not bound by these public declarations.

2. Non-conformity resulting from a service that was not performed or provided shall be treated as non-adherence to the contract, provided that the responsibility for the service lies with or is under its responsibility. On the other hand, when the service not performed or provided is due to negligence or malpractice on the part of the USER, it shall not be considered to be non-adherence on 's behalf, who shall be deemed to have complied with the terms of the contract.

3. No liability shall be accepted for any non-conformity that the USER is aware of or was unable to overlook when entering into the contract, or which is caused by information provided by the USER.

#### Responsibility of

The PROVIDER shall be liable to the USER for any lack of conformity at the time of delivery of the accommodation. grants the USER the right to repair the service, to replace it, to reduce the price and to terminate the contract.

#### Repair and replacement of the housing service

1. If the accommodation service is not in compliance with the contract, the USER may choose to demand its repair or replacement, unless one of these options is impossible or disproportionate. As soon as the USER notifies of the chosen option, both parties must abide by it. The USER's decision is respected without prejudice in the following cases: the repair or replacement fails to bring the service into compliance with the contract.

2. Any form of remedy which imposes on costs which are unreasonable in comparison with the other form of remedy shall be considered disproportionate, taking into account the value that the service would have if there were no lack of conformity, the relevance of the non-conformity and whether the alternative remedy could be carried out without major inconvenience to the USER.

Repair and replacement shall comply with the following rules:

- The necessary expenses incurred to remedy the lack of conformity of the contracted services shall be free of

charge for the USER.

- They will be carried out within a reasonable period of time and without major inconveniences for the USER, taking into account the nature of the services and the purpose they had for the USER.
- If, once the repair is completed and the property is delivered, it is still not in conformity with the contract, the USER may demand its replacement, a price reduction or the termination of the contract.
- If the replacement fails to bring the property into conformity with the contract, the USER may demand the repair of the property, a price reduction or termination of the contract.

#### **Price reduction and contract termination**

The reduction of the price and the termination of the contract shall be carried out at the USER's discretion when they are unable to demand the product's repair or replacement and in cases where the repair or replacement has not been carried out within a reasonable period of time or without major inconvenience for the USER.

The decision shall not apply when the non-conformity is of minor importance.

#### **Price reduction criteria**

The price reduction will be proportional to the difference between the value the service would have had at the time of delivery had it been in compliance with the contract and the value of the service actually delivered at the time of delivery.

#### **Deadlines**

Unless proven otherwise, delivery shall be deemed to have been made on the day shown on the reservation.

The USER must inform of any non-conformity the moment that they become aware of it or by the end of their stay, at the very latest.

Unless proven otherwise, it shall be understood that the USER has communicated the non-conformity within the established period.

#### **14. APPLICABLE LAW AND JURISDICTION**

These conditions shall be governed by or construed in accordance with Spanish law in respect of matters not expressly set forth herein. and the USER agree to submit to the courts and tribunals of the USER's domicile any controversy that may arise from the provision of the products or services covered by these Conditions.

In the event that the USER is domiciled outside Spain, the PROVIDER and the USER expressly waive any other forum, submitting to the Dispute Resolution Body that will act as an intermediary between them in accordance with Art. 14.1 of Regulation (EU) 524/2013, without the need to resort to the courts of law. For more information, see clause "4. ONLINE CLAIMS AND DISPUTE RESOLUTION" of these Conditions.

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## RIGHT OF WITHDRAWAL

### For the attention of:

Name: ILLA PLANA REAL ESTATE SL

TIN: B07748007

Address: Avenida. Sargamassa, N°82, 07840 Santa Eulalia del Rio (Illes Balears)

Town: Santa Eulalia del Rio

Telephone number: 971 330271

Email: [direccion@sargamassa-palace.com](mailto:direccion@sargamassa-palace.com)

### Details of the goods/services to be withdrawn:

Number<sup>o</sup> of contract/order/invoice:

Contract/order/invoice date:

Date of receipt of the product/service:

Description of the product/service:

### Customer details:

Name:

Address:

Town:

\* Telephone:

Email:

(\* non-mandatory data)

### Right of withdrawal:

You may exercise the right of withdrawal within the period of 14 days established by law from the day following the date of a service contract or the day receiving a product.

In accordance with Article 102 and following of the Royal Legislative Decree 1/2007, of November 16, which approves the revised text of the General Law for the Defense of Consumers and Users and other complementary laws, I hereby inform you that I withdraw from the contract of sale of the good/provision described above within the established term, for which I would be grateful if you would contact me through the contact details provided, to notify me that this request has been made.

Date of request:

Customer signature:

## E-COMMERCE (INFO). Information about CLAIMS SHEETS

### Information on Complaints Sheets in the general terms and conditions of business

Distance selling professionals or companies, such as e-commerce, among others, that do not have establishments or premises open to the public, but operate within certain autonomous communities, must have complaint forms and are obliged to inform consumers of their existence and how to access them.

Although we recommend consulting the provisions of each Autonomous Community in this regard, in the following link of the Ministry of Consumer Affairs website you can consult the legislation on Complaint Forms by Autonomous Community:

[www.consumo.gob.es/es/consumo/hojas-de-reclamaciones](http://www.consumo.gob.es/es/consumo/hojas-de-reclamaciones)

Therefore, we recommend that E-COMMERCEs whose owners carry out their activity in any of these Autonomous Communities that require information on the existence of Complaints Sheets available to users or consumers include this information in section 4 of the general contracting conditions, **an example** of how to comply with this obligation could be the following wording:

#### "4. CLAIMS

[NomERF]] informs that it has Complaint Sheets available to users or consumers who request them, they can access them by requesting them to any of the contact details indicated below; even if it is not through a Complaint Sheet, any claim that the user or consumer considers appropriate to make, will be dealt with as soon as possible, in any of the following contact details of ILLA PLANA REAL ESTATE SL:

Postal address: ILLA PLANA REAL ESTATE SL Avenida. Sargamassa, Nº82, - 07840 Santa Eulalia del Rio (Illes Balears) ESPAÑA

Phone: 971 330271

E-mail: [direccion@sargamassa-palace.com](mailto:direccion@sargamassa-palace.com) "