

# Booking conditions

## BOOKING CONDITIONS

By booking through the [website](#) (hereinafter, the "Website"), owned by CLUBOTEL LA DORADA, S.L (hereinafter, "Ona Hotels & Apartments"), the user accepts the terms and conditions of these General Booking Conditions (hereinafter the "Conditions") and therefore, before accepting them, must read their content carefully.

The Conditions regulate the distance sales relationship between Ona Hotels & Apartments and the user, in accordance with the legal provisions in force regarding distance selling, the General Law for the Defence of Consumers and Users, Data Protection, and Information Society Services and Electronic Commerce.

If you do not accept the Conditions, this may not be carried out and consequently Ona Hotels & Apartments shall not assume any type of obligation or liability through its Website.

All guests wishing to make a booking must be 18 years of age or older. They must also present identification at the time of check-in.

Ona Hotels & Apartments reserves the right to modify the content and/or scope of the Conditions at any time, without prior notice or notification, and therefore, before making a booking, the user must read their content carefully.

Ona Hotels & Apartments informs the user that bookings may be made in the following languages: Spanish, English, French, and German.

### 1. Identification of the Holder

In compliance with Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce, the user is informed that the owner of the [website](#) is the company CLUBOTEL LA DORADA, S.L. and its identification details are as follows:

**Company Name:** CLUBOTEL LA DORADA, SL

**Tax ID (NIF):** B61502035

**Address:** C/ Calabria 129, entresuelo, 08015, Barcelona

**Email:** [gdpr@onahotels.com](mailto:gdpr@onahotels.com)

**Registration details:** The company is registered in the Barcelona Companies Register, in Volume 30,215, folio 64, and on sheet number B-168866.

### 2. Finalisation and execution of the booking

The user can register to be part of the club and become an Ona Traveler member when booking and enjoy exclusive offers.

The user shall be responsible, in any case, for the accuracy of the data provided, and Ona Hotels & Apartments reserves the right to exclude from the registered services any user who has provided false data, notwithstanding any other actions that may be applicable by law.

The user, when making a booking through [www.onahotels.com](http://www.onahotels.com), will be able to enjoy:

- Ona Traveler advantages: you can join the community and start filling your suitcase with benefits for your stay.
- Best price guarantee: you will have access to the best price and the best discounts to thank you for your trust.
- Online Check-in Web App: you can check in online.
- Manage your booking: you can cancel or modify your booking [here](#). You can also find more information in the "Cancellation or modification of the booking" section of these Conditions.
- Payment in instalments: you can pay for your holiday in easy instalments. The user should refer to the "Payment methods" section of these Conditions.
- Exclusive offers: enjoy exclusive offers that are only available through the official website.

To make a booking, the user must select their destination and the hotel where they wish to stay, select the check-in and check-out days, add a promo code if available, and continue with the booking process. Ona Hotels & Apartments will show the establishment's availability, the best online price with non-refundable rates, flexible rates, as well as the discounts applicable at the time of booking. Users are informed that the discounts will only be valid for the time that they are available to users at the time of booking.

Once the user has selected the type of rate, they can continue with the booking process by logging in with their username and password. These data will not be made public. The user is responsible for maintaining the confidentiality of and responsibly handling the username and password obtained during the registration process and may not disclose them to any other party.

Once the booking has been made, the user will receive a confirmation email. In the event that the confirmation is not received within 24 hours, the user may contact Ona Hotels & Apartments by email at [reservas@onahotels.com](mailto:reservas@onahotels.com). In addition, the electronic document containing the booking confirmation will be archived, and you will be able to access it at any time.

The check-in and check-out time, as a general rule and unless expressly agreed otherwise with the establishment, will be from 16:00 on the day of arrival and 11:00 on the day of departure.

All guests, without exception (including children), must have their personal and family documentation in order, whether a passport or identity card, in accordance with current legislation. Guests will be responsible for obtaining visas, passports, vaccination certificates, etc. when required for travel. Minors under 18 years of age must carry written permission signed by their parents or guardians, as it may be requested by the corresponding authorities. If any authority refuses to grant visas, for particular reasons attributable to the user, or if the user is refused entry into the country due to not meeting the necessary requirements, or due to any errors in the required documentation, or due to not possessing it, the hotel shall not be responsible for any such occurrences, and any expenses incurred shall be borne by the consumer, with the conditions and regulations established for no-shows being applicable in these circumstances.

If during the booking process, an error occurs or you have any questions, please contact [reservas@onahotels.com](mailto:reservas@onahotels.com).

### 3. Data Protection

Ona Hotels & Apartments, in accordance with Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as with Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights, in its capacity as Data Controller of the personal data provided, provides you with the following information:

#### 3.1. ¿Who processes your data?

The user is informed that the following [group of companies](#) come under the Ona Hotels & Apartments brand, with CLUBOTEL LA DORADA, S.L. being the main establishment where the data are stored and managed which has the following identification data:

**Company Name:** CLUBOTEL LA DORADA, SL

**Tax ID (NIF):** B61502035

**Address:** C/ Calabria 129, entresuelo, 08015, Barcelona

**Email:** [gdpr@onahotels.com](mailto:gdpr@onahotels.com)

Likewise, the data of the data subjects will be processed by the company of the group that owns the hotel where they are staying. In this regard, you can find the details of the Data Controller, depending on the accommodation, by clicking [here](#).

**3.2. Who is the Data Protection Officer?**

**Company Name:** TARINAS VILADRICH ADVOCATS I PROCURADORS, S.L.P.

**Contact:** [gdpr@onahotels.com](mailto:gdpr@onahotels.com)

#### 3.3. For what purpose and on what legal basis are the data processed?

The data will be processed for the following purposes:

- Booking management, with legal basis being the performance of a contract to which the data subject is a party or for the implementation at the request of the data subject of pre-contractual measures, pursuant to Article 6(1)(b) of the GDPR.
- Sending of WhatsApp organisation messages prior to the stay and during the stay, with the legal basis being the performance of a contract to which the data subject is a party or for the implementation at the request of the data subject of pre-contractual measures, pursuant to Article 6(1)(b) of the GDPR.
- Management of the online check-in process, with the legal basis being the contractual relationship pursuant to Article 6.1b) of the GDPR.
- To keep users informed of news, promotions, and offers from Ona Hotels & Apartments, via email or equivalent electronic means of communication, provided that the User has given their consent by ticking the corresponding box, with the legal basis being the consent given by the data subject at the time, pursuant to Article 6.1.a) of the GDPR.

#### 3.4. Third-party data

The user must be duly authorised to provide the data of third parties. Only with the consent of the future guests of the hotel may the user enter their names and surnames in the room allocation section. Providing this information will allow the selected hotel to provide a better service to its guests and is optional. Therefore, its submission by the user entails, under their sole responsibility, the acceptance of the obligation to be informed of the content of the data processing section of these Conditions prior to providing personal information.

#### 3.5. Which data are mandatory?

With regard to the data collection form for making the purchase, Users must complete the fields marked as "mandatory" (indicated by "\*"), as they are necessary to provide the service correctly. Failure to complete the required personal data fields or doing so partially may mean that Ona Hotels & Apartments will not be able to provide the service, and therefore Ona Hotels & Apartments shall be exonerated from all liability.

The data provided by Users to Ona Hotels & Apartments must be current to ensure that the information in our records is up to date and error-free. Users shall be responsible for the accuracy of the data provided.

#### 3.6. Ona Hotels & Apartments as manager

CLUBOTEL LA DORADA, S.L. acquires the status of Data Processor for those hotels where it manages the accommodation. In this regard, the user can access information on the Data Controllers depending on their accommodation by clicking [here](#).

#### 3.7. To whom will the data be disclosed?

The personal data relating to the identity document number, type of document and date of issue, name and surname, sex, date of birth and country of nationality, date of entry, and signature of the traveller will be disclosed to the State Security Forces and Corps, with the legal basis for this disclosure being a legal obligation.

They will not be disclosed to other third parties except where required by law or with the express consent of the data subject.

#### 3.8. How long will your personal data be kept for?

The data collected will be kept for the time strictly necessary to fulfil the purpose for which they were collected, and in any case to determine the possible liabilities that may arise from this purpose, taking into account the periods established in the corresponding regulations.

Guests are also informed that their data will be kept for a period of three years.

#### 3.9. Are international transfers of data carried out?

No international data transfers to third countries outside the European Union are carried out.

#### 3.10. What rights are available and how can users exercise them?

The user may exercise their rights to access, rectification, erasure (right to be forgotten), restriction of data, data portability, and opposition, by sending a letter to C/ Calabria, 129 entresuelo 1ro- 08015 Barcelona, or by email to the Data Protection Officer [gdpr@onahotels.com](mailto:gdpr@onahotels.com), as well as by lodging a complaint with the competent data protection supervisory authority, which is currently the Spanish Data Protection Agency (AEPD).

Likewise, in order to facilitate the exercise of the rights established in Articles 15 to 22 of the General Data Protection Regulation (EU) 2016/679 and Articles 12 to 18 of Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights, and without their use being compulsory, a number of application forms for the different rights are made available to data subjects.

- Access
- Opposition
- Erasure
- Restriction of processing
- Rectification
- Portability

#### 4. Price

The price for each of the services and rooms will be the price shown in euros for each booking on the Website and will include the applicable VAT.

Tourist taxes (if applicable) are not included in the price and will be listed separately in your booking terms and conditions.

Ona Hotels & Apartments reserves the right to modify its prices at any time and without prior notice. The price applicable to the booking request made by the user will be the price stated at the time of accepting the Conditions.

#### 5. Payment methods

The user will be able to pay the total or partial amount of the booking, according to the rate conditions at the time of booking, through:

·Redsys or PayComet payment gateway: if the user chooses this payment method, they will be redirected to the provider's payment gateway where they must enter their credit or debit card details (card number, expiry date, and CVV code) and, once the transaction has been completed, they will be redirected to the Ona Hotels & Apartments website. Likewise, the user is informed that the corresponding data are collected for the purpose of guaranteeing the booking. Payment will be made at the chosen hotel and only in the event of cancellations or no-shows will the booking be cancelled, with the charge set out in the rate conditions being applied.

·Through seQura (payment in instalments): in this case, the user should go to this [link](#).

The establishment reserves the right to charge a security deposit at check-in. This amount will be stated at the time of booking.

#### 6. Cancellation or modification of the booking

The user can modify or cancel their booking via "[My bookings](#)".

However, the user is informed that the cancellation policy will be shown when making the booking that establishes the conditions applicable in each case. Some rates do not allow modifications or have cancellation fees. If you have any questions or queries, you can contact our bookings department by calling +34 932 029 611 or sending an email to [reservas@onahotels.com](mailto:reservas@onahotels.com).

#### 7. Complaints and Claims

Users can send their complaints and claims to the email [guestexperience@onahotels.com](mailto:guestexperience@onahotels.com).

Ona Hotels & Apartments will respond to the complaints received as soon as possible and in any case within a maximum period of one month from the submission of the complaint.

In accordance with EU Regulation No 524/2013, the European Commission makes available to Consumers and Users an online dispute resolution platform, which is available at the following link: <http://ec.europa.eu/consumers/odr/>. Consumers will be able to submit their complaints through the online dispute resolution platform.

#### 8. Applicable law and jurisdiction

These General Booking Conditions shall be governed by and construed in accordance with Spanish law.

Any disputes that may arise between Ona Hotels & Apartments and the user shall be settled by the through the Spanish courts.

#### Ona Hotels & Apartments Group of Companies

| Complex                      | Data Controller          |
|------------------------------|--------------------------|
| Ona Valle Romano             | Clubotel La Dorada, S.L. |
| Ona Palmira Paradise Paguera | Clubotel La Dorada, S.L. |
| Ona Palmira Paguera          | Clubotel La Dorada, S.L. |
| Ona Garden Lago              | Clubotel La Dorada, S.L. |
| Ona Suites Salou             | Clubotel La Dorada, S.L. |
| Ona Jardines Paraisol        | Clubotel La Dorada, S.L. |
| Ona Aquamarina               | Clubotel La Dorada, S.L. |
| Ona Internacional            | Clubotel La Dorada, S.L. |
| Ona Palamós                  | Clubotel La Dorada, S.L. |
| Mosaic Barcelona By Ona      | Clubotel La Dorada, S.L. |
| Ona Living Barcelona         | Clubotel La Dorada, S.L. |

|  |                                      |
|--|--------------------------------------|
| Ona Aldea del Mar                            | Clubotel La Dorada, S.L.             |
| Ona Las Lomas Village                        | Clubotel La Dorada, S.L.             |
| Ona Marina Arpón                             | Clubotel La Dorada, S.L.             |
| Ona Marinas de Nerja                         | Apartur Marinas de Nerja, S.L.       |
| Ona Club Bena Vista                          | Wimpen Leisure Management, S.A.      |
| Ona Alanda Club Marbella                     | Galatea Marbella, S.L.U.             |
| Ona Campanario                               | Ona Campanario Management, S.L.      |
| Ona Cala Pi                                  | Cala Pi Maintenance, S.L.            |
| Ona Village Cala D'Or                        | Cala Pi Maintenance, S.L.            |
| Ona Aucanada                                 | Inmobiliaria Aucanada, S.L.          |
| Hollywood Mirage-Excel Hotels & Resorts      | Excel Hotels & Resorts, S.A.U.       |
| Beverly Hills Suites-Excel Hotels & Resorts  | Excel Hotels & Resorts, S.A.U.       |
| Beverly Hills Heights-Excel Hotels & Resorts | Excel Hotels & Resorts, S.A.U.       |
| Ona Los Claveles                             | Wimpen Leisure Management, S.A.      |
| Palm Beach-Excel Hotels & Resorts            | Excel Hotels & Resorts, S.A.U.       |
| Ona El Marqués                               | Wimpen Leisure Management, S.A.      |
| Ona Las Rosas                                | Wimpen Leisure Management, S.A.      |
| Ona Sueño Azul                               | Wimpen Leisure Management, S.A.      |
| Bahía Blanca                                 | Bahía Blanca Leisures, S.L.          |
| Ona Las Brisas                               | Wimpen Leisure Management, S.A.      |
| Ona Las Casitas                              | Wimpen Leisure Management, S.A.      |
| Ona Ogisaka Garden;                          | Ogisaka Costa Blanca, S.L.           |
| Ona Las Zarzas                               | Ogisaka Costa Blanca, S.L.           |
| Ona Diana Park                               | Vive Resort Management, S.L.         |
| Ona Marbella Inn                             | Vive Resort Management, S.L.         |
| Ona Benalmar                                 | Vive Resort Management, S.L.         |
| Ona Alborada                                 | Peninsula Management, S.L.           |
| Casa Lit Barcelona by Ona                    | Inversiones Riera San Miquel, S.A.U. |
| Ona Mar Menor-The Residences                 | Bainbridge Spain, S.L.               |
| Ona Mar Menor-Golf Resort & Spa              | Bainbridge Spain, S.L.               |
| Ona Hacienda del Álamo Golf Resort           | Bainbridge Spain, S.L.               |
| Ona Dorada El Tarter                         | Club Dorada El Tarter, S.L.          |

#### Access

##### Details of the Data Controller

· Company Name: .....

· Address: .....

The user can find out who the Data Controller is for:

- The Ona Hotels & Apartments Group of companies by clicking [here](#).

- Ona Hotels & Apartments as manager by clicking [here](#).

##### Applicant's details

Mr/Ms ....., of legal age, with address at ..... no. ...., Town .....

Province ..... Postcode ..... holder of ID Card (DNI) ....., of which a photocopy is attached, hereby expresses their wish to exercise their right to access, in accordance with Article 15 of Regulation (EU) 679/2016 of 27 April on the protection of individuals with regard

to the processing of personal data and on the free movement of such data, as well as Article 13 of Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD).

### Requests

- 1.To receive confirmation from the Data Controller that personal data concerning them are being processed.
- 2.To provide them with access to the files within a maximum period of one month from receipt of this request, with it being understood that if this period elapses without an express response to the aforementioned request for access, it will be understood to have been denied. In this case, a complaint may be lodged with the Spanish Data Protection Agency.
- 3.This information should include, in a legible and understandable form, the data on the person contained in their records, such as:
  - a.The purposes of the processing;
  - b.The categories of personal data;
  - c.The recipients or categories of recipients to whom the personal data are or will be disclosed.
  - d.The intended period of retention of the personal data or, if this is not possible, the criteria used to determine this period.
  - e.The existence of automated decisions, including profiling.
  - f.whether personal data have been transferred to a third country or to an international organisation, or are intended to be transferred.

In ....., on .....

### Opposition

#### Details of the Data Controller

·Company Name: .....

·Address: .....

The user can find out who the Data Controller is for:

-The Ona Hotels & Apartments Group of companies by clicking [here](#).

-Ona Hotels & Apartments as manager by clicking [here](#).

#### Applicant's details

Mr/Ms ....., of legal age, with address at ..... no. ...., Town .....  
Province ..... Postcode ..... holder of ID Card (DNI) ....., of which a photocopy is attached, hereby expresses their wish to exercise their right to object, in accordance with Article 21 of Regulation (EU) 679/2016 of 27 April on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as well as Article 18 of Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD).

#### Grounds for the opposition

The applicant objects to the processing of personal data concerning them, contained in the company's processing records and,

- Requests:** 1.That, within a maximum period of one month from receipt of this request, they may object to the processing of the data indicated above.  
2.That, if the Data Controller believes that this objection is not applicable, they should also disclose this, stating the reasons and within the period indicated, in order to lodge the corresponding complaint.

In ....., on .....

### Erasure

#### Details of the Data Controller

·Company Name: .....

·Address: .....

The user can find out who the Data Controller is for:

-The Ona Hotels & Apartments Group of companies by clicking [here](#).

-Ona Hotels & Apartments as manager by clicking [here](#).

#### Daten des Antragstellers

Applicant's details Mr/Ms ....., of legal age, with address at ..... no. ...., Town .....  
Province ..... Postcode ..... holder of ID Card (DNI) ....., of which a photocopy is attached, hereby expresses their wish to exercise their right to erasure, in accordance with Article 17 of Regulation (EU) 679/2016 of 27 April on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as well as Article 15 of Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD).

### Requests

1.That, within a maximum period of one month from receipt of this request, any data and information relating to the person that is in their processing records shall be effectively erased, under the terms established in Regulation (EU) 679/2016, of 27 April, on the protection of natural persons with regard to the processing of personal data and the free movement of such data, as well as the LOPDGDD, and shall notify you in writing to the address indicated above.

2.If the data controller deems this erasure to not be applicable, they shall also inform the data subject, giving reasons and within the aforementioned period, for the purpose of lodging the corresponding complaint.

In ....., on .....

### Restriction of processing

#### Details of the Data Controller

·Company Name: .....

·Address: .....

The user can find out who the Data Controller is for:

- The Ona Hotels & Apartments Group of companies by clicking [here](#).
- Ona Hotels & Apartments as manager by clicking [here](#).

**Applicant's details**

Mr/Ms ....., of legal age, with address at ..... no. ...., Town .....  
Province ..... Postcode ..... holder of ID Card (DNI) ....., of which a photocopy is attached, hereby expresses their wish to exercise their right to the restriction of processing, in accordance with Article 18 of Regulation (EU) 679/2016 of 27 April on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as well as Article 15 of Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD).

**Grounds for the restriction**

Provided that the following conditions are met:

- a)The data subject contests the accuracy of the personal data, during the period of time that allows the Data Controller to verify the accuracy of the data.
- b)The processing is unlawful and the data subject objects to the erasure of the personal data and requests the restriction of their use instead.
- c)The Controller no longer needs the personal data for processing purposes, but the data subject needs them to make, exercise, or defend claims.
- d)The data subject objects to the processing pursuant to Article 21.1. while it is being verified whether the legitimate grounds of the Controller prevail over those of the data subject.

In accordance with the provisions of Article 18 of the Regulation (EU) and Article 16 of the LOPDGDD, the undersigned

**Requests**

Requests that the processing of my personal data be limited, taking into consideration:

- That the processing is unlawful and I object to their erasure.
- That the controller no longer needs my personal data for the purposes for which they were collected, but I need them to make, exercise, or defend claims.

That, within a maximum period of one month from the receipt of this request, the processing of personal data concerning me be limited, under the terms of Regulation (EU) 2016/679 of 27 April on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as well as the LOPDGDD.

In ....., on .....

**Rectification**

**Details of the Data Controller**

·Company Name: .....  
·Address: .....

The user can find out who the Data Controller is for:

- The Ona Hotels & Apartments Group of companies by clicking [here](#).
- Ona Hotels & Apartments as manager by clicking [here](#).

**Applicant's details**

Mr/Ms ....., of legal age, with address at ..... no. ...., Town .....  
Province ..... Postcode ..... holder of ID Card (DNI) ....., of which a photocopy is attached, hereby expresses their wish to exercise their right to rectification, in accordance with Article 16 of Regulation (EU) 679/2016 of 27 April on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as well as Article 14 of Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD).

**Requests**

That the personal data for which the right to rectification is exercised be rectified and that the result of the rectification be communicated by post to the address stated above.

The data to be rectified are as follows:

.....

This request is accompanied by the following documentation justifying the inaccuracy or non-compliance of the data to be processed:  
[.....]

If the rectified data had been previously disclosed, the transferring Data Controller must be notified of the rectification made, so that they may also proceed to make the appropriate corrections.

In ....., on .....

**Portability**

**Details of the Data Controller**

·Company Name: .....  
·Address: .....

The user can find out who the Data Controller is for:

- The Ona Hotels & Apartments Group of companies by clicking [here](#).
- Ona Hotels & Apartments as manager by clicking [here](#).

**Applicant's details**

Mr/Ms ....., of legal age, with address at ..... no. ...., Town .....  
Province ..... Postcode ..... holder of ID Card (DNI) ....., of which a photocopy is attached, hereby expresses their wish to exercise their right to data portability, in accordance with Article 20 of Regulation (EU) 679/2016 of 27 April on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as well as Article 17 of Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD).

**Grounds for exercising the right to portability**

Provided that the following conditions are met:

- a)Processing is based on the consent of the data subject [Article 6(1)(a)/Article 9(2)(a)].
- b)The processing is based on a contract between the parties [Article 6(1)(b)].
- c)The processing is carried out by automated means.

In accordance with the provisions of Article 20 of the Regulation (EU) and Article 17 of the Organic Law (LOPDGDD), the undersigned

**Requests:**

1.That, within a maximum period of one month from the receipt of this request, they may proceed to exercise their right to the portability of personal data concerning them, under the terms of Regulation (EU) 2016/679 of 27 April on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as well as the LOPDGDD.

2.That the personal data concerned are transmitted directly, in a structured, commonly used, and machine-readable format, to .....

In ....., on .....