



GENERAL CONDITIONS:

0. COMPANIES

- INDUSTRIAS HOTELERAS DEL MEDITERRÁNEO, S.L. (Magic Cristal Park, Magic Tropical Splash, Magic Rock Gardens, BC Music Resort, Magic Villa de Benidorm, Hotel Villa del Mar, Hotel Villa Luz, Magic Robin Hood, Desafío Medieval, Atrium Beach, Atrium Plaza).
Benidorm, Hotel Villa del Mar, Hotel Villa Luz, Magic Robin Hood, Desafío Medieval, Atrium Beach, Atrium Plaza)
VAT NUMBER: B03058542
Avda. de L'Aigüera nº 11, 03501 Benidorm (Alicante)

- HOTELES COSTA BLANCA, S.A.U. (Villa Venecia Hotel Boutique)
VAT NUMBER: A28207900
C/ Mercado nº 9, 03501 Benidorm (Alicante)

- MAGIC TERRA NATURA S.L. (Magic Natura)
CIF: B54705082
Partida Foia del Verdader nº 1, 03502 Benidorm (Alicante)

- HOTELES MARINA D'OR S.L. (Magic Sports, Magic Games, Magic Fantasy, Magic Inn, Hotel Balneario, Hotel Vila-Real Palace, Hotel Marina Azul, Magic World Apartments)
CIF: B12851945
C/ L'Antina, 3 12594 Oropesa del Mar (Castellón)

All of the above companies (hereinafter referred to as the "Magic Costablanca Group") market hotel services. The confirmation of reservations and any and any enquiry about the services offered, can be found and managed through the website www.hoteles-costablanca.com.

The present contract comes into effect from the acceptance of these conditions and the registration in the system of the Magic Costa Blanca Group. In the event that the agency changes its fiscal data, it will be understood as a new agency and will have to register again.

1. PURPOSE OF THIS CONTRACT

1.1- GRUPO MAGIC COSTABLANCA places at the disposal of the agency accommodation units, for free sale with a daily report system subject to availability. which GRUPO MAGIC COSTABLANCA will upload as many times as necessary through the WEB with which the client is integrated.

1.2.- GRUPO MAGIC COSTABLANCA will accept all reservations that comply with clause 1.1, except those reservations that do not comply with the reservation plan, GRUPO MAGIC COSTABLANCA reserves the right to accept them for breach of contract.

2. DISTRIBUTION, PRICE, PRODUCT AND BOOKING

2.1- PRICE: The distribution and price of the reservations shall be governed by the rates and conditions uploaded on the WEBSITE. The form of payment is agreed in clause 3 of this contract.

contract. GRUPO MAGIC COSTABLANCA may set different prices depending on the place where the client books, the market of origin and the company where the booking is made, among others.

2.2- DESCRIPTION OF THE PRODUCT: The description of the product covered by this contract shall be that indicated by GRUPO MAGIC COSTABLANCA on the WEBSITE.

The Client undertakes to publish the GRUPO MAGIC COSTABLANCA product in its brochures, web pages and any other means of communication, and shall be responsible for the accuracy of the content of the publication.

accuracy of the content of the publication. All costs arising from these publications shall be borne by the Client. Any description that does not correspond exactly with the description provided by

provided by GRUPO MAGIC COSTABLANCA shall be the responsibility of the agency.

2.3- RESERVATION CONFIRMATIONS: The reservation of any of the GRUPO MAGIC COSTABLANCA products shall be made through the WEB.

2.4.- PRICES/RATES: In the event of a material error in the prices appearing in the advertising, whatever its medium, or in the rates published on the web page or sent or sent to the MAGIC COSTABLANCA GROUP.

on the web page or sent or communicated to the Agency by any means, the GRUPO MAGIC COSTABLANCA, in accordance with the Royal Decree of the Valencian Community on Prices and Reservations in Tourist Accommodation 19/1997 of a maximum period of 10 days from the receipt of the reservation(s) sent by the Agency, in which it may reject the reservation without any penalty whatsoever.

penalty the reservation made and received on the basis of said price or rate error.

2.5- ROYAL DECREE OF THE VALENCIAN COMMUNITY: For any circumstance not specially agreed in this contract, the parties agree to abide by the Royal Decree of the Valencian Community on Prices and Reservations.

Valencian Community of Prices and Reservations in Tourist Accommodation 19/1997.

3. TERMS AND CONDITIONS OF PAYMENT

3.1- METHOD OF PAYMENT: The agency undertakes to PREPAY confirmed reservations 72 hours before the arrival date of the reservation.

3.2- CANCELLATION CHARGES INVOICES: The agency undertakes to pay the cancellation charges invoices for those bookings that are cancelled and involve cancellation charges.

The agency undertakes to pay the invoices for cancellation charges for those bookings that are cancelled and involve cancellation charges within 24 hours of such cancellation.

3.3 - PAYMENT DEFAULT: The authorisation of the entry of the reservations in the establishment by the collection department is subject to the receipt of the payment of these in our account.

receipt of payment of these in our bank account in accordance with clause 3.1. In the event of failure to meet the agreed payment deadline for the bookings made, GRUPO MAGIC COSTABLANCA reserves the right to cancel the reservation through the agency, and in the event that the clients present themselves at the establishment, to request payment of the reservation at the RRP price directly at the reception desk.

Failure to pay invoices for expenses, or any other invoiced service that is not prepaid, will lead to a penalty of 0.75% per month or fraction of a month, charged to the agency. In the event of the return of any means of payment, the bank charges incurred will be charged, plus 2% for the management of the collection of this return to the agency.

agency will be charged to the agency.

The agency accepts that GRUPO MAGIC COSTABLANCA may transfer the invoicing to a factoring company. GRUPO MAGIC COSTABLANCA shall inform the agency (by e-mail, fax or post) of the assignment of invoices, as well as the details of the factoring company and where to make the payments.

GRUPO MAGIC COSTABLANCA will be able to deduct from any payment the amounts necessary to compensate the following concepts: overdue invoices from the client, discounts or undue charges, discounts or customer, undue discounts or charges, differences in the valuation of invoices not accepted, etc.

3.4. MEANS OF PAYMENT: All reservations and/or invoices must be paid by bank transfer or deposit in the account corresponding to the corresponding company corresponding company:

- INDUSTRIAS HOTELERAS DEL MEDITERRÁNEO, S.L. = ES63 0081-7330-05-0001375545 of the bank Sabadell.

- HOTELES COSTA BLANCA, S.A.U. = ES64 0081-7330-01-0001358845 of the bank Sabadell.

- MAGIC TERRA NATURA S.L. = ES72-0081-1353-82-0001086811 of Sabadell bank.

- HOTELES MARINA D'OR S.L. = ES4500815181030001240432 of Sabadell bank.

3.5- GRUPO MAGIC COSTABLANCA undertakes to send invoices promptly by post, email or electronic invoicing (Voxel or e-Sabadell), provided that this is requested by email to the invoicing department.

requested by email to the invoicing department: facturacion@hoteles-costablanca.com.

3.6- TREATMENT OF INCIDENCIAS OR DIFFERENCES IN THE VALUATION OF BOOKINGS OR INVOICES: The agency will, at the appropriate time, depending on the case of the booking or the

payment, will communicate the incidences or differences in the invoiced amount, within a maximum period of seven calendar days, as appropriate, sending it for immediate correction as follows

as follows:

For incidences in reservations or invoices: agencias@hoteles-costablanca.com and cobrosabn@hoteles-costablanca.com

Once the prepayment of the reservation has been received, previously confirmed with the proforma invoice and reconciled by both parties, no future claims for any price difference, etc., will be accepted.

price difference, etc.

3.7.- " PACT OF MUTUAL FIDELITY AND PROFESSIONAL QUALITY": Both GRUPO MAGIC COSTABLANCA and the Agency undertake to maintain a plan of Professional Ethics in their relations.

Therefore, the Agency may not, in contravention of the agreed payments, make the same to GRUPO MAGIC COSTABLANCA with peak cuts or rounding down, or rounding up or down. rounding down, or leaving invoices issued totally or partially unpaid.

The Agency undertakes to pay all invoices in the order in which they are due. In the event that the Agency proceeds to random payment, paying some and leaving others pending, GRUPO MAGIC

others pending, GRUPO MAGIC COSTABLANCA will charge the agency the administrative costs of the claim, which are set at 1.5% of each invoice claimed.

In the same way, GRUPO MAGIC COSTABLANCA undertakes to maintain the quality of the different services and try to avoid claims from clients to the Agency.

In any of the cases, if these payment delays occur, the Agency undertakes to pay the interest for late payment agreed in the corresponding clause in addition to the damages caused.

GRUPO MAGIC COSTABLANCA in turn undertakes, in the event of proven complaints, to immediately reinstate the services or compensate for the same, for which the FORMULA 24 will be used.

FORMULA 24 will be used, which is available in all our establishments.

3.8.- DISCOUNTS ARE NOT CUMULATIVE:

The discounts that may be established by means of this contract for "Prompt Payment" shall in no case be cumulative with the discounts that may also be established in this contract for "Prompt Payment" in the same way as the discounts that may be established in this contract for "Prompt Payment".

established in this contract for the concept of "Early Booking Payment".

Ambassador/Influencer codes cannot be applied. In the event of being detected, GRUPO MAGIC COSTABLANCA may reject the reservation without penalty.

3.9 ACCOUNT STATEMENTS Both the agency and GRUPO MAGIC COSTABLANCA undertake to provide each other with their account statements and all necessary information, promptly and within a maximum period of 7 calendar days from their written request to the addresses stated in this contract for the notification of invoices.

4. INVOICING ON THE BASIS OF THE BOOKED CARD (according to the regime):

Invoicing will be made for complete stays of the chosen regime, without charging or discounting individual services and in any case adhering to prices and statements for the regimes or cards booked, indicated in the rates shown on the website. Discounts and supplements will be applied to the rates and the selected regime for adults and children.

The minimum billing conditions will always be maintained for the different types of rooms that have them (see rates), as is the case for all hotels, resorts and apartments.

5. MARKET OF ORIGIN

All rates explicitly indicate the market of application and are not applicable to other markets other than the client's brochures, websites or any other means. Failure to publish these discounts and promotions will result in their immediate cancellation.

6. MODIFICATIONS / CANCELLATIONS BEFORE ARRIVAL AT THE ESTABLISHMENT

MODIFICATIONS:

No modifications will be accepted less than 21 days before the date of arrival, with the exception of changes of distribution, regime or typology that exceed the value of the original reservation.

If the client has contracted a SAFE RATE: The agency authorises GRUPO MAGIC COSTABLANCA to charge 10€ PVP per booking per modification.

Modifications to bookings may be made subject to availability, if requested within 3 days of the arrival date. The cost of this procedure is 10€ PVP per booking and it is requested at modificaciones@hoteles-costablanca.com. The cost is non-refundable.

If the client DOES NOT HAVE a Secure Rate: The agency authorises GRUPO MAGIC COSTABLANCA to invoice 30€ PVP per booking for modification.

Modifications are possible, subject to availability:

Modifications will be accepted up to 3 days before the arrival date at a higher amount than the initial reservation, and according to the following cases:

- Adding people, as long as the capacity of the reserved room allows it, the added people will pay the price indicated in the current rate.
- Change of dates, the dates that are not modified will be respected at the same rate and the extension of nights will be calculated at the current rate.
- Decrease of nights, regime and/or persons, the corresponding rate of expenses will be applied depending on how far in advance the modification takes place, applying this percentage will be applied to the amount of the difference between the initial reservation and the modified reservation.
- If the dates are delayed, the previous case will be applied and, in addition, if the modified reservation is cancelled later, the corresponding expenses will be applied according to the time in advance of the cancellation, applying the percentage of the difference between the initial reservation and the modified reservation.

The minimum percentage of the rate of expenses corresponding to the time in advance of the cancellation will be applied to the modification of the initial reservation.

All modifications will be conditioned to be valid upon full payment of the modification costs and expenses generated. All modifications will be subject to availability of the reserved establishment.

No amendment fees will be charged for adding extras or add-ons to the booking.

Modifications are not permitted:

- Change of owner, except in exceptional cases of first-degree relatives previously justified.

CANCELLATIONS: The agency authorises GRUPO MAGIC COSTABLANCA to invoice on the following scale, unless otherwise specified in the rates,

The cancellation charges will prevail over those indicated here, which will only be applied when they are not duly established in the tariff.

- Cancellation from 16 to 30 days prior to arrival, 15%.
- Cancellation 5 to 15 days prior to arrival, 25%.
- Cancellation 2 to 4 days prior to entry, 35%.
- Cancelling 1 day before the entrance, 80%.
- No show or Cancellation 100%.

Only those reservations that tacitly indicate the code of this rate as indicated in the prices will be confirmed and/or considered with the SAFE RATE supplement.

prices. Cancellations of bookings confirmed under this rate, whose reason for cancellation is included in the cases covered by this rate, as detailed on the website will be exempt from cancellation charges up to 72 hours prior to arrival, the only charge made against the cancelled reservation will be the amount corresponding to the supplement for the Safe Rate.

7. CANCELLATIONS DURING THE STAY

It is stated in this clause that the agency may give the client the option of booking with a flexible rate or the insurance chosen by the agency.

Therefore, it will not be possible for GRUPO MAGIC COSTABLANCA to grant under any circumstances, except in cases of force majeure such as natural disasters, wars, general strikes or other causes caused by third parties.

or other causes caused by third parties that prevent the fulfilment of reservations not of their own free will, any discount, as this would be contradictory to the purpose of the agency's insurance or the flexible rate.

of the agency or the flexible tariff mentioned above. The non-offering of the flexible rate in the brochure does not exclude the condition agreed herein.

8. IN THE UNLIKELY EVENT OF THE IMPOSSIBILITY OF THE PLANNED ACCOMMODATION

GRUPO MAGIC COSTABLANCA will present to the clients of the agency or TTOO the services of the establishment, in accordance with its category and facilities. Likewise, in the unlikely event that the establishment is unable to accommodate one or more clients with the corresponding reservation, it will provide them with accommodation in an establishment of the same or a higher category, with the price of the accommodation prevailing.

category, with the price of the original confirmed reservation prevailing. In case of impossibility to accommodate in an establishment of equal or superior category, the client and the agency shall be entitled to compensation in accordance with the provisions of the contract.

the right to compensation in accordance with the provisions of the Royal Decree on Prices and Reservations of the Valencian Community, GRUPO MAGIC COSTABLANCA for any other expenses agreed by the agency unilaterally and without prior agreement.

9. CUSTOMER COMPLAINTS

9.1- Any complaint must be made through the agency in writing to GRUPO MAGIC COSTABLANCA, Operations Secretary, who will reply within a maximum of 14 days of receipt. maximum of 14 days from receipt. Reports may be sent to:

Fax: 96.680.36.07

e-mail: reclamaciones@hoteles-costablanca.com

fidelizacionagencias@hoteles-costablanca.com

Postal address: Magic Costa Blanca Central Offices.

Avda. L'Aigüera , 3 Edificio Atrium Plaza, bajo Benidorm

03501 Benidorm (Alicante)

9.2- Compensation for customer complaints or claims will be established by mutual agreement between the hotel and the agency, or failing that, by a final administrative or judicial ruling. or judicial decision. In order for the negotiation and agreement between the hotel and the agency to take place, it shall be an essential requirement that the complaint has been expressly presented to the hotel management during the client's stay.

of the hotel, during the stay of the client in question and, as far as possible, in compliance with the Formula 24 rule, which consists of granting the client important rights, but all of which are aimed at

to solve their problem when it is not detrimental to their holiday, which is immediately upon arrival at the hotel.

9.3- In the event of a complaint by a client, GRUPO MAGIC COSTABLANCA shall be granted the right to know and defend itself against said complaint.

9.4- The agency may not in any way charge GRUPO MAGIC COSTABLANCA for any claim or any other concept.

in the event of any charges being made, any rebate agreements that may have been agreed. It is expressly agreed in this contract that any charge to GRUPO MAGIC COSTABLANCA, shall be exclusively paid, if applicable, by direct payment from GRUPO MAGIC COSTABLANCA to the agency after the subsequent presentation of the invoice.

9.5-Charges or claims for cancellations by the client/s during their stay shall be regulated by the provisions of clause 7.

10. GROUPS OF CELEBRATIONS. Here remove "no bookings of less than 5 nights will be accepted from the British market in any of our establishments, except in BC Music Resort". In order to ensure the necessary quality of our hotels, the chain will not accept groups of clients that may damage the holidays of the rest of the guests and therefore, they will be expelled from the establishment (without giving rise to any compensation).

Procedure: The signing of a complaint by 20 clients and a report to the police will suffice.

In order to prevent these events, group bookings for celebrations will not be accepted, except in BC Music Resort and Magic Villa Benidorm. In the event of detecting at the reception that it is a celebration, at the choice of the establishment, they will be offered the option of a supplement of up to 40€ per person per day by providing them with a room at certain times (maximum 3 hours and subject to availability).

(maximum 3 hours and subject to availability) or accommodation in another establishment of the chain (subject to availability) or cancellation will be accepted free of charge.

11. FORCE MAJEURE

The occurrence of force majeure, such as, for example, war, revolution, terrorist actions, border closures, epidemics, natural catastrophes and other causes that seriously affect the party/parties and/or the place of provision of the service and/or the country of origin of the Client, and other unforeseeable causes, shall seriously affect the party/s and/or the place of provision of the service and/or the Client's country of origin, and other unforeseeable causes, shall excuse the non-fulfilment by the affected party of the obligations contained in this contract.

obligations contained in this contract.

12. SUBROGATION

The assignees of the operation of the hotel or of the contracting agency referred to in this document shall be subrogated to the rights and obligations contracted in this document, under joint and several liability.

hereunder, under the joint and several liability of the undersigned.

13. CONFIDENTIALITY OF THIS DOCUMENT

The clauses of this contract are confidential, and therefore the agency and the hotel undertake not to disclose the economic conditions of the same, nor to cede or subcontract the places that are the object of the contract to other agencies.

the places that are the object of the contract to other agencies or individuals.

14. MODIFICATIONS TO THE CONTRACT

The modifications related to the present contract will always be made in writing and by mutual agreement, leaving in force what is not altered by them.

15. JUDICIAL JURISDICTION

The parties agree that any dispute, discrepancy, question or claim arising out of or in connection with the performance or interpretation of this contract shall be settled directly or indirectly by a court of law,

directly or indirectly, shall be finally settled by arbitration administered by the Court of Arbitration and Mediation of the Valencia Chamber of Commerce, which is entrusted with the administration of the arbitration and the appointment of the arbitrator.

the administration of the arbitration and the appointment of the arbitrators, in accordance with its Regulations and Statutes.

16. DUPLICATION OF AGREEMENTS

In the event of any discrepancy between the stipulations of this contract and those agreed in any other document signed by the parties, with a concordant period of validity, the following shall prevail

unless it is expressly and explicitly stated in such document that it supersedes the present one and is accepted by the signatories hereof or by other natural persons with sufficient legal capacity to represent the parties.

17. FORMULA 24

GRUPO MAGIC COSTABLANCA undertakes to provide all clients with Formula 24, if requested, in order to solve any problems due to possible non-compliance with the advertised services within 24 hours of their arrival.

GRUPO MAGIC COSTABLANCA undertakes not to charge more than the services consumed, provided that the client complies with the terms and conditions of the contract, provided that the client completes the 24H IMPRESO within 24 hours and this is recorded in the reception log book.

18. POSSIBLE BREACHES OF THIS CONTRACT

Failure to comply with any of the above conditions will result in the suspension of the contract until said non-compliance is remedied, and the offender will be liable for the corresponding expenses and damages.

the corresponding expenses and damages.

19. SUSPENSIVE CLAUSE (SINE QUA NON)

The present contract is subject to the settlement and clarification of any outstanding balance that remains with GRUPO MAGIC COSTABLANCA as of the date of the present contract and corresponding to the period of scope, period and legal scope in force.

20. DATA PROTECTION CLAUSE

The signatory is informed that the data provided will be incorporated into a file, authorising our company to process them for use in the development of commercial actions, either of a general nature or of a personal nature.

commercial actions, either of a general nature or adapted to their personal characteristics.

The interested party is informed of their right of opposition, access, rectification and cancellation with respect to their personal data under the terms provided by law. This right may be exercised by writing to

exercise this right in writing by letter addressed to the Customer Service Department, at our central offices, located at Avda. L'Aigüera, 3 Edificio Atrium Plaza, bajo 03501 Benidorm (Alicante)

21. COMMERCIAL NAME, TRADEMARKS AND LOGO.

The trade name of Magic Costa Blanca, its registered trademarks, logo, as well as any other distinctive sign, image or designs related to the group, are the property of GRUPO MAGIC COSTABLANCA. The rights of use by the collaborator are exclusively for promotional purposes on the Travel Agency's own web pages and holiday brochures and holiday brochures, and are subject to the written approval of GRUPO MAGIC COSTABLANCA, which must have been requested at least 30 days prior to the date of the holiday.

30 days prior to the date of use. Advertising in Adwords or any other medium without the approval of GRUPO MAGIC COSTABLANCA is excluded.

22. COMMUNICATIONS

In order to speed up daily operations, requests will be sent to the corresponding e-mail addresses:

Booking enquiries: reservas@hoteles-costablanca.com

Request a modification (agencies and direct clients): modificaciones@hoteles-costablanca.com

Add Secure Rate: tarifasegura@hoteles-costablanca.com

Urgent requests: urgencias@hoteles-costablanca.com

Transfer requests: reservastransfer@hoteles-costablanca.com

Group bookings: grupos@hoteles-costablanca.com

Agency enquiries: agencias@hoteles-costablanca.com

Complaints during stay: fidelizacion@hoteles-costablanca.com

Agency complaints for cancellations, illness, confinement: fidelizacionagencias@hoteles-costablanca.com

Sending of invoices: cobrosabn@hoteles-costablanca.com

Booking with flight / extras Magic Travel packages [@hoteles-costablanca.com](mailto:hoteles-costablanca.com)

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