

RESTAURANTE HOTEL CASA FUMANAL

PRIVACY POLICY AND TERMS OF USE

1.- OWNERSHIP OF SITE

The company legally responsible for Casa Fumanal is CPM, Construcciones, Pintura y Mantenimiento S.A.U, hereinafter CPM, (calle Evarist Arnus nº 29, bajos - 08014 Barcelona, Spain), Spanish company with Tax ID Code (C.I.F.) A-60649522, registered in the Barcelona Companies Registry, Volume 27,557, Page 165, Sheet number B-121050, 1st. Inscription.

For the purpose of article 10.1 of LSSICE (Law on Information Society Services and E-Commerce), it is stated that www.casafumanal.com website as well as all its subdomains are the sole property of CPM, containing information and services that allow to make room reservations and provide other hotel services.

Use of the website is subject to the following Terms of Use. Please read them carefully. By using the website and browse through its content, you declare that you have read and therefore accept without any reservation these Terms of Use.

2.- TERMS OF USE

2.1. Both the hotel website and app contain CPM produced material for sole informative and commercial purposes. The user is aware that these materials may not be up-to-date in some of its content. For that reason, these materials may be modified, developed or updated without prior notification.

2.2. By using our website and services, you agree that you will follow the applicable law, not to use them for illicit purposes, against what is legally stated in these Terms of Use, in any form that may harm third parties or other users' experience.

2.3. The owner may withdraw the access or ban (at any moment and without prior notification) from the website those users not complying with Terms stated in this document.

User exclusion shall not constitute a waiver of the right to pursue the appropriate legal proceedings in demand for responsibility.

2.4. This website may have links to third party sites or apps, not owned or operated by CPM. Therefore, CPM is not liable for the contents or state of those websites or apps. Access through our site does not imply CPM recommends or approves the mentioned contents.

2.5. Use of our website's content is intended for personal use, and cannot be copied, duplicated, distributed, communicated, published, handed over, altered, sold or user for any public or commercial purposes.

3.- LIMITATION OF LIABILITY

3.1 Access to the website is at the user's sole risk. CPM is not responsible for possible errors or omissions our website or third party sites may contain and cannot be considered liable for any damage caused by misuse or any actions based on the information provided in the site.

4.- DATA PROTECTION

4.1 Under Information Society Services Law (LSSI) article 22, CPM can use data storage and retrieval devices (cookies) on users' terminal systems, on condition that the users have given their consent after being furnished with full and clear information regarding the use of such devices, and particularly regarding the purposes of processing the data.

4.2. The preceding paragraph does not prevent possible technical access to, or storage of, the data with the sole aim of transmitting a communication via an electronic communication network, to the extent that this is strictly necessary in order that the company may supply information expressly requested by the user.

4.3 Whenever personal data are requested, the user will be informed of the binding character of those needed to provide services. Without these cookies, the website cannot work correctly and therefore such services cannot be rendered.

4.4. However, user may in any case exercise the rights granted to them by the General Regulations for Data Protection, namely:

- The right to request access to their own personal data
- The right to request rectification or deletion
- The right to request the limitation of their handling
- The right to oppose handling
- The right to data portability.

The interested party may exercise these rights by sending an e-mail to lop@cpmcpm.com or by issuing a written request to any of the mentioned above addresses, containing full name and address, accompanied by a copy of their national identity document and specifying which of the above rights they wish to exercise.

5.- CONTRACTUAL PROCESS

For the purposes of Information Society Services and E-Commerce Law (LSSICE), Article 27, the contractual process through <http://www.casafumanal.com> and all its subdomains, will be fulfilled as follows:

- First: Offer, package or other hotel services' selection at the homepage by setting search parameters, as well as dates of state.

- Second: Room type, number of rooms and guests' choices.
- Third: Selection of supplements and additional services showing end prices. Entry of personal data needed for the reservation, as well as the credit card as reservation guarantee. Acceptance of the General Terms of the reservation.
- Fourth: Formalisation of the reservation and booking confirmation page.
- Fifth: Booking confirmation email containing all its details. When reservation is completed, an electronic document is produced and therefore stored in holder files.

The User has full access and information about this data at all times by receiving an email with its full content when the booking process is completed.

Guests are kindly requested to check all the reservation details to detect possible mistakes when introducing data. If any correction is needed, the user may contact info@casafumanal.com and provide booking identification data.

6.- APPLICABLE LAW

Commercial relations between the site owner and users are governed by Spanish law.

7.- JURISDICTION

In the event of any dispute, Barcelona courts will have sole jurisdiction, with express waiver to any other jurisdiction that may be applicable.