

LEGAL NOTICE AND TERMS OF USE

SM HOTELES (MOLSAN GESTIÓN Y TRAMITACIÓN SL, hereinafter, the Data Controller) as the entity responsible for the website, in compliance with Law 34/2002 on Information Society Services and Electronic Commerce (LSSICE) informs users of the identification data of the owner of the website:

1. RESPONSIBLE FOR THE WEBSITE

SM HOTELES

MOLSAN GESTIÓN Y TRAMITACIÓN SL

Domain: www.smhoteles.com

Activity address: Gran Vía Carles III, 84, 5º, Barcelona

Telephone: 934 909 669

E-mail: fiscal@sanchezmolina.com

CIF/NIF: B61082657

Official Register of the Government of Catalonia: HB-004429 DC 51

Mercantile Registry: Barcelona, volume 29063, folio 68, page B147971

2. MANAGED HOTELS

At SM HOTELES we manage four hotel establishments:

[HOTEL SANT ANTONI](#) (Barcelona) – Registration No. HB- 004429 DC 51

[HOTEL TEATRE AUDITORI](#) (Barcelona) - Registration No. HB- 004521 DC 64

[HOTEL TURISSA](#) (Tossa de Mar, Costa Brava - Girona) - Registration HG- 001622 DC 2

[HOTEL FONTANALS](#) (Cerdanya – Girona) - Registration No. HG-004812 DC 48

3. OBJECT, PURPOSE AND GENERAL CONDITIONS OF USE

The purpose of these conditions of use is to regulate access to and use of the website, taking into account its current characteristics, according to the date indicated at the end of this clause.

Its purpose is to publicise the activity of the person in charge, offering its services and the possibility of hiring them.

The person in charge

The owner of the website is responsible and, in this case, is not the administrator, designer, or developer of the website.

The website

It is the set of web pages hosted on the same domain and made up of a series of characteristics that make it unique; external elements: visual and interaction with the User, content, internal tools of various kinds (such as databases or management software), links, and services or resources offered to the User (hereinafter, Services).

The User

The condition of user is acquired by accessing, browsing or using the website, so that the user accepts, from the moment they start browsing, all the conditions determined in this clause, as well as the subsequent modifications, without prejudice to the application of the legal regulations by which they are affected. To this end, it is recommended to read these conditions, as well as the corresponding clauses on privacy, cookies policy and any other legal term that may be added.

Terms between the controller, website and user

The person responsible for this website reserves the right to modify, at any time, and without prior notice, any of the characteristics, functionalities and uses of this website, as well as its contents and services.

The user accepts the possibility that both the website and any of its services may be interrupted, deactivated or cancelled.

Access to this website is free of charge. The payment services are specifically identified and described in the corresponding sections and your prior consent will always be required to formalize and confirm their purchase. If you have any questions, contact us beforehand to confirm the conditions of each service. The fact of accessing and browsing this website does not imply the establishment of a commercial relationship between the controller and the user.

In order to use any of the content or services, prior registration will be required, identified and informed in a clear, specific and concrete manner.

User Responsibilities

The user assumes, at all times, the responsibility for the correct use of this website, as well as the responsible use of the services, contents, data, designs, links and other resources offered by the controller, being in accordance with the legal regulations applicable to these terms of use and ethics, within the framework of the rights of third parties, of the person responsible for the website and its proper functioning.

The user is responsible for the veracity and legality of the information provided, which is offered to register or communicate with the controller; be it forms, emails, contact telephone numbers or any other means offered. The improper use of these means may result in the cancellation of the service or the initiation of the corresponding legal actions. In any case, the user must notify the responsible party of any fact that may arise regarding the improper use of the site, unauthorized access, falsification of information or any other fact that could constitute an infringement or crime.

The person responsible for the website will not be responsible for its misuse, or for any information provided by users.

The user declares to be of legal age and have sufficient legal capacity to assume these legal terms. This website is not directed at minors and the responsible party declines any responsibility for non-compliance with this requirement.

4. LIMITATION OF WARRANTIES AND LIABILITIES

The person responsible for the website does not grant any guarantee, nor is it responsible, in any case, for damages of any nature that may occur due to:

- The lack of availability, maintenance and effective operation of the website, or its services, resources and contents.
- The existence of malware, malicious or harmful programs in the contents.
- Use that is illicit, negligent, fraudulent or contrary to this Legal Notice.
- The lack of legality, quality, reliability, usefulness and availability of the services provided by third parties and made available to users on the website.

- Damages that may arise from the illegal or improper use of this website and any of its services or resources.
- Software error in the design or programming of the same.
- The quality of navigation or the speed of access to the website.

The responsible party may modify, without prior notice, the information contained in this website, as well as its configuration and presentation.

The controller undertakes not to engage in any type of misleading advertising. For these purposes, formal or numerical errors that may be found throughout the content of the different sections of the website, produced as a result of incomplete or defective maintenance and/or updating of the information contained in the various sections that make it up, will not be considered as misleading advertising. The person responsible, as a result of the provisions of this section, undertakes to correct it as soon as it becomes aware of such errors.

The owner undertakes not to send commercial communications without identifying them as such, in accordance with the provisions of Law 34/2002 on Information Society Services and Electronic Commerce.

For these purposes, all information that has the purpose of maintaining the existing contractual relationship between the user and the person in charge, as well as the performance of information, training and those specific to their activity, or the service in which the user has previously been interested and consented to their communication, will not be considered as commercial communication.

5. LINKS OR HYPERLINKS

This website may include in its design, links (such as hyperlinks, banners or buttons) to external, third-party sites; which may contain external resources, supplementary information, social networks or search engines. Its purpose is to make it easier for users to search for and access information or resources available on the internet, related to the purpose of this website. In no case are they an invitation or obligation to your visit.

These third-party websites have not been subject to detailed reviews by the controller. In any case, the controller cannot be held responsible for the contents of these websites, nor for the measures adopted regarding your privacy or the processing of your personal data. The responsible party recommends that you carefully read the terms of use and privacy policy of these sites.

The responsible party does not assume any responsibility for any damages that may occur due to the access, use or legality of its contents, communications, products or services, which in no case are managed by the responsible party.

The user who accesses this website of the responsible party from the link of a third party must be informed of the following terms:

- The reproduction of any of the content or services of this website is not permitted without the express authorisation of the person responsible.
- Under no circumstances is the use of any element of this website, which is protected by the regulations as intellectual or industrial property, permitted, unless expressly authorised by the person responsible.
- Access through a link does not imply the existence of any type of contractual relationship between the controller and the owner of the website from which the link is made, nor the knowledge and acceptance by the controller of the contents, services or activities offered on said website.

6. INTELLECTUAL AND INDUSTRIAL PROPERTY

The contents of this website, as well as the trade names, trademarks or logos inserted, (or any other element, including but not limited to; images, sounds, audio, video, software, texts, colour combinations, structure, design, resources used, or software necessary for its operation, access and use, etc.) are subject to the intellectual and industrial property rights of their owners. Access to the website does not imply in any case the waiver, transmission, assignment or total or partial licence of said rights, nor does it grant any right of use, alteration, exploitation, reproduction, distribution or public communication of the contents or goods subject to intellectual or industrial property without the prior and express authorisation of the person responsible.

All rights reserved. According to the national and EU legal system on intellectual and industrial property, the reproduction, distribution and communication to the public, as well as the making available, in whole or in part, of the contents of this website, whatever its purpose, medium or technical means, are prohibited without the express authorisation of the person responsible.

The user undertakes to respect the intellectual and industrial property rights of the data controller. The Ombudsman may not delete, alter or manipulate any protection device or security system installed on the website.

In the event that the user or third party detects that any content on the website constitutes a violation of intellectual property rights, they must immediately notify the data controller, through the contact details provided in the first section.

7. LEGAL ACTIONS, JURISDICTION AND APPLICABLE LAW

The responsible party reserves the right to file any civil or criminal actions it deems necessary for non-compliance with these legal terms or improper use of the website or its contents.

The relationship between the user and the controller will be governed by the regulations in force and applicable in Spanish and European territory. In the event of any controversy in its interpretation or application, the user expressly waives his/her own forum, submitting to the jurisdiction of the Courts and Tribunals of Barcelona (Spain).

8. INFORMATION AND CONSENT CLAUSE

The personal data collected on this website, with the express consent of the user himself, will subsequently be included in the databases of the data controller, being processed according to his record of processing activity. These data will be processed under the guidelines of Regulation (EU) 2016/679 of the European Parliament and of the Council, 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, and of Organic Law 3/2018, of 5 December, of Personal Data Protection and guarantee of digital rights. The purposes for the use of this data, explicitly informed in each section of the website, may be the following: possibility of communication with the controller, such as making comments, asking questions or requesting information of interest, accommodation reservation procedures, purchase of product or service of their activity and making this procedure possible as dictated by current regulations. The user may exercise any of the legal rights: access, rectification, deletion and portability of their data, limitation or opposition to their processing or withdraw the consent given, by registered letter or any other means that proves the identity of the sender, and that leaves a record of its receipt to the responsible party, attaching a copy of an identification document with official validity on both sides.

These terms have been updated to April 2025.