



## CLUB RENTALS MALLORCA

### I. COOKIE POLICY:

Access to this website may involve the use of cookies. Cookies are small pieces of information stored in the browser used by each user on various devices they use to browse the internet. These cookies allow the server to remember certain information, which will only be read by the server that created it. Cookies enhance the browsing experience, making it more user-friendly without causing any harm to the device used. Cookies are automatic methods for collecting information about the preferences determined by the user during their visit to the website. This enables the website to recognize the user, personalize their experience, and facilitate easier navigation. Additionally, cookies may help identify and resolve any errors encountered. The information collected through cookies may include the date and time of visits, pages viewed, time spent on the site, and the websites visited immediately before and after. However, no cookie can access the user's phone number or any other personal contact information. Cookies cannot extract information from the user's hard drive or steal personal data. The only way a user's private information can become part of the cookie file is if the user voluntarily provides that information to the server.

Cookies that can identify an individual are considered personal data, which means that the Privacy Policy mentioned above applies to them. User consent is required for their use. This consent will be communicated based on an authentic choice, provided through a clear and affirmative action before the initial, removable, and documented processing.

#### First-Party Cookies

These are cookies sent to the user's computer or device and managed exclusively by Club Rentals Mallorca to ensure optimal website functionality. The information collected is used to enhance the quality of the website and its content, as well as to improve the user's experience. These cookies help recognize the user as a returning visitor, allowing for content to be tailored to their preferences.

#### Third-Party Cookies

These cookies are used and managed by external entities that provide services to Club Rentals Mallorca to enhance the website and user experience. The primary purposes of third-party cookies include gathering access statistics and analyzing browsing information, specifically how users interact with the website. The data collected includes information such as the number of pages visited, language preferences, the location of the user's IP address, the number of users accessing the site, visit frequency and duration, browser type, and device used for access. This information is utilized to improve the website and identify new user needs to deliver high-quality content and services. Importantly, this data is collected anonymously, and reports on website trends are generated without identifying individual users.

For more information about cookies, privacy, or details on the types of cookies used, including their main characteristics and expiration periods, please visit the following link(s): [Google Analytics](#)

The entities responsible for providing cookies may transfer this information to third parties if required by law or if a third party processes this information on behalf of those entities.

Disabling, Rejecting, and Deleting Cookies.

## CLUB RENTALS MALLORCA

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

+34 722 69 17 66



## CLUB RENTALS MALLORCA

Users have the option to disable, reject, and delete cookies—either in part or entirely—installed on their devices by adjusting their browser settings (e.g., Chrome, Firefox, Safari, Explorer). The procedures for rejecting and deleting cookies may vary depending on the internet browser being used. Therefore, users should follow the instructions provided by their respective browsers. If users choose to reject cookies—either fully or partially—they may still use the website, although some features may be limited.

## 2. GENERAL TERMS AND CONDITIONS

### 1. GENERAL INFORMATION

The ownership of this website <https://clubrentalsmallorca.com/>, (hereinafter Website) is held by: Manuela Sorge, with NIF: ESY0863023P, and whose contact details are:

Address: Calle Alzines 7A, Sa Coma, 07560, Mallorca, Spain

Contact phone number: (+34) 722 69 17 66

Contact email: [info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

This document (along with other mentioned documents) regulates the conditions for the use of this Website and the acquisition of products and/or services (hereinafter referred to as the “Conditions”). It is understood that the activity that Club Rentals Mallorca carries out through the Website includes the rental of golf clubs. Before accessing, browsing, or using this Website, the User must read the legal conditions, as well as the general terms of use, including the cookie policy and the privacy and data protection policy of Club Rentals Mallorca. By using this Website or requesting the acquisition of a product or service, the User agrees to be bound by these Conditions and all mentioned documents. If the User does not agree with these terms, they should refrain from using the Website.

It is warned that these Conditions may be modified. The User is responsible for consulting the Conditions each time they access, browse, or use the Website, as the ones in effect at the time of the request for the purchase of products and/or services will apply. For any inquiries, the User can contact the owner using the contact details provided above or, if applicable, through the contact form.

### 2. THE USER

Accessing, browsing, and using the Website confers the status of user (hereinafter referred to as “User”). From the moment browsing begins, the User accepts all the Conditions established herein and any future modifications, without prejudice to applicable legal regulations.

The User assumes responsibility for the correct use of the Website, which includes:

Using the Website only to make valid inquiries and rentals.

Not making false or fraudulent rentals. If it is suspected that such a rental has been made, it may be canceled, and the relevant authorities will be informed.

Providing truthful and legal contact information, such as email and postal address (see the Legal Notice and General Conditions of Use).

## CLUB RENTALS MALLORCA

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

+34 722 69 17 66



## CLUB RENTALS MALLORCA

The User declares to be over 18 years of age and to have the legal capacity to enter into contracts through this Website.

The User may formalize, at their discretion, the contract for the sale of the desired products and/or services in any of the languages in which these Conditions are available.

### 3. PURCHASE OR ACQUISITION PROCESS

Users can make purchases on the Website using the established methods. They must follow the purchase procedure on <https://clubrentalsmallorca.com/>, during which they can select and add various products and/or services to the cart and finally click on “Proceed to Checkout.”

The User must complete and/or verify the information requested at each step. During the purchase process, before making the payment, the purchase details can be modified.

The User will receive an email confirming that Club Rentals Mallorca has received their order. If applicable, they will also be informed by email when their purchase is in the shipping process.

Once the rental procedure is completed, the User agrees that the Website will generate an electronic invoice that will be sent by email. In addition, they can request a paper copy of the invoice by contacting Club Rentals Mallorca.

The User acknowledges being aware of the specific rental conditions applicable to the product and/or service in question, which are displayed alongside the presentation or image of it on the Website page.

The User is aware that Club Rentals Mallorca offers a series of services that are provided directly by the owner.

### 4. AVAILABILITY

All orders received by Club Rentals Mallorca through the Website are subject to the availability of products and that no force majeure circumstances affecting the supply of products or the provision of services occur. In case of difficulties in supplying products or if there are no stocks, Club Rentals Mallorca commits to contact the User and refund any amount paid.

### 5. PRICES AND PAYMENT

The prices displayed on the Website are final, in euros (€), and include taxes, unless stated otherwise, especially regarding VAT. Unless stated otherwise. Prices may change at any time, but any modification will not affect the orders for which the User has already received a confirmation.

The accepted payment methods are credit or debit card. Club Rentals Mallorca uses means to ensure the confidentiality and security of the payment data transmitted. Credit cards will be subject to verification and authorization by the issuing bank. If the bank does not authorize the payment, Club Rentals Mallorca is not responsible for any delay or lack of delivery and will not be able to formalize any contract with the User.

By clicking “Proceed to Checkout,” the User confirms that the payment method used is their own.

### 6. DELIVERY

The delivery is always physical from Club Rentals Mallorca to the user. A rental contract needs to be established at the time of delivering the sets, and this rental contract must include the name, identity document, and credit card guarantee for the rental of golf clubs.

## CLUB RENTALS MALLORCA

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

+34 722 69 17 66



## CLUB RENTALS MALLORCA

If, due to reasons attributable to Club Rentals Mallorca, the delivery date cannot be met, the User will be contacted to inform them and may choose to continue with the rental or cancel the order with a full refund. Delivery will be considered completed at the moment the User acquires physical possession of the rented products. Any risks that may arise from the products will be assumed by the User from the moment of delivery.

According to Law 37/1992 on VAT, delivery orders will be considered located in Spanish territory if the delivery address is in Spanish territory, except in the Canary Islands, Ceuta, and Melilla. The applicable VAT rate will be the one in force at each moment according to the specific product.

### 7. TECHNICAL MEANS TO CORRECT ERRORS

Users are informed that if they detect that an error has occurred when entering the necessary data to process their rental request on the Website, they can modify the data by contacting Club Rentals Mallorca through the contact spaces provided on the Website and, where applicable, through those provided to contact customer service, and/or using the contact details provided in the first clause (General Information). Furthermore, this information can also be corrected by the User through their personal connection space on the Website.

In any case, before clicking “Proceed to Checkout,” the User has access to the space, cart, or basket where their purchase requests are recorded and can make modifications.

The User is also referred to consult the Legal Notice and the General Conditions of Use and, specifically, the Privacy Policy for more information on how to exercise their right of rectification, as established in Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and in Organic Law 3/2018, of December 5, on Personal Data Protection and guarantee of digital rights.

### 8. RETURNS

In cases where the User rents products on or through the Website of the owner, they have a series of rights, which are listed and described below:

#### Right of Withdrawal

The User, as a consumer and user, makes a rental on the Website and, therefore, has the right to withdraw from this service within a period of 3 calendar days without the need for justification.

This withdrawal period will expire 3 days after the day on which the User or a third party authorized by the User, other than the carrier, acquired physical possession of the rented sets on the Website of Club Rentals Mallorca or, in the case that the goods making up their order are delivered separately, 3 days after the day on which the User or a third party authorized by the User, other than the carrier, acquired physical possession of the last of those goods that made up the same rental order, or in the case of a service contract, 3 days after the day on which the contract was concluded. To exercise this right of withdrawal, the User must notify Club Rentals Mallorca of their decision. This can be done, where applicable, through the contact spaces provided on the Website.

The User, regardless of the means chosen to communicate their decision, must clearly and unequivocally express their intention to withdraw from the rental contract. In any case, the User may use the withdrawal form model that Club Rentals Mallorca makes available as an annex to these Conditions, although its use is not mandatory.

## CLUB RENTALS MALLORCA

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

+34 722 69 17 66



## CLUB RENTALS MALLORCA

To comply with the withdrawal period, it is sufficient that the communication expressing unequivocally the decision to withdraw is sent before the corresponding period expires.

In case of withdrawal, Club Rentals Mallorca will refund the User all payments received within a maximum period of 14 calendar days from the date on which Club Rentals Mallorca is informed of the User's decision to withdraw.

Club Rentals Mallorca will refund the User using the same payment method that the User used for the initial rental transaction. This refund will not incur any additional cost for the User. However, Club Rentals Mallorca may withhold such a refund until it has received the rented products or until the User presents proof of their return, depending on which condition is met first.

The User can return or send the products to Club Rentals Mallorca at: Calle Alzines 7A, Sa Coma, 07560, Mallorca, Spain.

The User acknowledges that they must bear the direct cost of returning the goods (transport, delivery), if any. In addition, they will be responsible for any decrease in the value of the products resulting from handling beyond what is necessary to establish the nature, characteristics, and functioning of the goods. The User acknowledges that there are exceptions to the right of withdrawal, as established in Article 103 From Royal Legislative Decree 1/2007, of November 16, which approves the consolidated text of the General Law for the Protection of Consumers and Users and other complementary laws.

The provision of a service that the User can contract on this Website is governed in the same manner, as this law establishes that the right of withdrawal shall not apply to Users when the service has been fully executed, or when it has begun with the express consent of the consumer and user, and with their acknowledgment that once the contract has been fully executed by Club Rentals Mallorca, they will lose their right of withdrawal.

In any case, no refunds will be issued if the product has been used. Additionally, products must be returned in their original packaging, including instructions and other accompanying documents, as well as a copy of the rental invoice. The model withdrawal form can be downloaded at the following link:

Return of defective products or shipping errors

These are all cases in which the User believes that the product does not conform to the terms of the contract or purchase order at the time of delivery, and therefore must contact Club Rentals Mallorca immediately to inform them of the existing nonconformity (defect/error) by the same means or using the contact information provided in the previous section (Right of Withdrawal).

The User will be informed on how to proceed with the return of the products, and once returned, they will be examined, and the User will be notified within a reasonable timeframe whether a refund or, if applicable, a replacement is warranted. The refund or replacement of the product will be carried out as soon as possible and,

in any case, within 14 days from the date we send you an email confirming that the refund or replacement of the nonconforming item is appropriate.

The refund or replacement of the product will be made as soon as possible and, in any case, within 14 days from the date on which we send you an email confirming that the refund or replacement of the non-compliant item is appropriate.

## CLUB RENTALS MALLORCA

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

+34 722 69 17 66



## CLUB RENTALS MALLORCA

The amount paid for products returned due to a defect, when it actually exists, will be refunded in full, including delivery costs and any costs the User may have incurred in returning the item. The refund will be made using the same payment method the User used to pay for the purchase.

In any case, the rights recognized by current legislation for the User, as a consumer, will always be observed.

### Guarantees

The User, as a consumer, enjoys warranties on the products purchased through this Website, under the legally established terms for each type of product. Club Rentals Mallorca is therefore responsible for any lack of conformity that becomes evident within a period of three years from the delivery of the product.

In this sense, products are considered to comply with the contract as long as: they match the description provided by Club Rentals Mallorca and possess the qualities stated; are suitable for the uses to which products of the same type are ordinarily intended; and present the quality and performance that are customary for such products and fundamentally expected of them. When this is not the case concerning the products delivered to the User, they must proceed as indicated in the section Return of defective products or shipping errors.

However, some products rented on the Website may have non-homogeneous characteristics, as long as these derive from the type of material used in their manufacture, and therefore, they will be part of the product's individual appearance and will not be considered a defect.

Additionally, the User may acquire a product from a brand or manufactured by a third party on the Website. In this case, and considering that the product is defective, the User also has the option to contact the responsible brand or manufacturer to find out how to exercise their legal warranty right directly with them within 14 days.

### 9. EXCLUSION OF LIABILITY

Unless otherwise provided by law, Club Rentals Mallorca shall not be liable for the following losses, regardless of their origin:

Losses that are not attributable to any breach on its part.

Commercial losses (including loss of profits, revenues, contracts, anticipated savings, data, goodwill, or wasted expenses).

Any other indirect loss that was not reasonably foreseeable by both parties at the time of formalizing the product sales contract.

Likewise, Club Rentals Mallorca limits its liability in the following cases:

Although Club Rentals Mallorca takes all necessary measures to ensure a faithful representation of the product on the Website, it is not responsible for minor differences or inaccuracies that may exist due to screen resolution, browser issues, or similar situations.

Club Rentals Mallorca will act with maximum diligence to make the product subject to the purchase order available to the responsible transportation company. However, it is not responsible for damages arising from poor performance in transportation, especially due to causes such as strikes, roadblocks, and, in general, any other cause inherent to the sector that results in delays, losses, or theft of the product.

## CLUB RENTALS MALLORCA

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

+34 722 69 17 66





## CLUB RENTALS MALLORCA

Technical failures that, for unforeseen reasons or others, prevent the normal operation of the service via the Internet. The unavailability of the Website due to maintenance or other reasons that prevent service availability. Club Rentals Mallorca employs all available means to carry out the purchase, payment, and shipping/delivery process of the products; however, it is exempt from liability for causes not attributable to it, such as unforeseen events or force majeure.

Club Rentals Mallorca will not be responsible for the misuse and/or wear of products that have been used by the User. Furthermore, Club Rentals Mallorca will not assume responsibility for an incorrect return made by the User. It is the User's responsibility to return the correct product.

In general, Club Rentals Mallorca will not be liable for any breach or delay in fulfilling any of the obligations undertaken when this is due to events beyond its reasonable control, such as force majeure, which may include but are not limited to: Strikes, lockouts or other protest measures.

Civil commotion, riot, invasion, terrorist threat or attack, war (declared or not) or threat or preparation for war. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster.

Inability to use trains, boats, planes, motor vehicles or other means of transport, public or private.

Inability to use public or private telecommunications systems.

Acts, decrees, legislation, regulations or restrictions of any government or public authority.

In this sense, obligations will be suspended during the period in which the force majeure cause persists, and Club Rentals Mallorca will have an additional period equivalent to the duration of the force majeure cause to fulfill them. Club Rentals Mallorca will use all reasonable means to find a solution that allows it to meet its obligations despite the force majeure.

### 10. WRITTEN COMMUNICATIONS AND NOTIFICATIONS

By using this Website, the User accepts that most communications with Club Rentals Mallorca will be electronic (email or notices posted on the Website).

For contractual purposes, the User agrees to use this means of electronic communication and acknowledges that all contracts, notices, information, and other communications sent electronically by Club Rentals Mallorca meet the legal requirements to be in writing. This condition will not affect the rights recognized by law to the User.

The User may send notifications and/or communicate with Club Rentals Mallorca through the contact details provided in these Conditions and, where applicable, through the contact spaces on the Website.

Likewise, unless stated otherwise, Club Rentals Mallorca may contact and/or notify the User by email or at the postal address provided.

### 11. WAIVER

No waiver by Club Rentals Mallorca of any specific right or legal action or failure to demand strict compliance by the User of any of its obligations will constitute a waiver of other rights or actions derived from a contract or these Conditions, nor will it exempt the User from fulfilling its obligations.

## CLUB RENTALS MALLORCA

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

+34 722 69 17 66



## CLUB RENTALS MALLORCA

No waiver by Club Rentals Mallorca of any of these Conditions or the rights or actions derived from a contract will take effect unless expressly stated to be a waiver and formalized and communicated to the User in writing.

### 12. NULLITY

If any of these Conditions is declared null and void by a final decision issued by a competent authority, the remaining clauses will remain in effect, unaffected by such declaration of nullity.

### 13. ENTIRE AGREEMENT

These Conditions and any document expressly mentioned in them constitute the entire agreement between the User and Club Rentals Mallorca regarding the subject of the sale and replace any other agreement, pact, or promise made verbally or in writing by both parties.

The User and Club Rentals Mallorca acknowledge that they have agreed to enter into a contract without relying on any statement or promise made by the other party, except as expressly mentioned in these Conditions.

### 14. DATA PROTECTION

Any information or personal data that the User provides to Club Rentals Mallorca during a transaction on the Website will be treated in accordance with the provisions of the Privacy Policy or data protection policy (which is contained, where applicable, in the Legal Notice and in the General Terms of Use). By accessing, browsing, and/or using the Website, the User consents to the processing of such information and data and declares that all information or data provided is truthful.

### 15. APPLICABLE LAW AND JURISDICTION

Accessing, browsing, and/or using this Website, as well as contracts for the purchase of products through it, will be governed by Spanish law.

Any controversy, problem, or disagreement that arises or is related to accessing, browsing, and/or using the Website, or with the interpretation and execution of these Conditions, or with sales contracts between Club Rentals Mallorca and the User, will be submitted to the non-exclusive jurisdiction of Spanish courts.

### 16. COMPLAINTS AND CLAIMS

The User may send any complaint, claim, or comment they wish to make to Club Rentals Mallorca through the contact details provided at the beginning of these Conditions (General Information).

In addition, Club Rentals Mallorca has official complaint forms for consumers and users, which can be requested at any time using the contact information provided at the beginning of these Conditions (General Information).

Furthermore, if a dispute arises from the conclusion of this purchase contract between Club Rentals Mallorca and the User, the User, as a consumer, may request an extrajudicial resolution of disputes in accordance with Regulation (EU) 524/2013 of the European Parliament and of the Council, of May 21, 2013, on online dispute resolution in consumer matters and amending Regulation (EC) 2006/2004 and Directive 2009/22/EC. This method can be accessed via the following website: <https://ec.europa.eu/consumers/odr/>.

## 3. PRIVACY POLICY

### CLUB RENTALS MALLORCA

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

+34 722 69 17 66





## CLUB RENTALS MALLORCA

### I. PRIVACY AND DATA PROTECTION POLICY

In compliance with current legislation, Club Rentals Mallorca (hereinafter also the Website) undertakes to adopt the necessary technical and organisational measures, according to the level of security appropriate to the risk of the data collected.

Laws that this privacy policy incorporates

This privacy policy is adapted to the current Spanish and European regulations regarding the protection of personal data on the Internet. Specifically, it complies with the following rules:

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 (GDPR).

Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights (LOPD-GDD).

Royal Decree 1720/2007, of December 21, approving the Regulations for the development of Organic Law 15/1999, of December 13, on the Protection of Personal Data (RDLOPD).

Law 34/2002, of July 11, on Information Society Services and Electronic Commerce (LSSI-CE).

Identity of the person responsible for processing personal data

The person responsible for the processing of personal data collected by Club Rentals Mallorca is: Manuela Sorge, with NIF: ESY0863023P (hereinafter, Data Controller). Her contact details are as follows:

Address: Calle Alzines 7A, Sa Coma, 07560, Mallorca, Spain

Contact phone number: (+34)-722 69 17 66

Contact email: [info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

Personal Data Record

In compliance with the provisions of the RGPD and the LOPD-GDD, we inform you that the personal data collected by Club Rentals Mallorca, through the forms on its pages will be incorporated and processed in our file in order to facilitate, expedite and fulfill the commitments established between Club Rentals Mallorca and the User or the maintenance of the relationship established in the forms that the User fills out, or to respond to a request or query from the User. Likewise, in accordance with the provisions of the RGPD and the LOPD-GDD, unless the exception provided for in article 30.5 of the RGPD is applicable, a record of processing activities is kept that specifies, according to their purposes, the processing activities carried out and the other circumstances established in the RGPD.

Principles applicable to the processing of personal data

The processing of the User's personal data will be subject to the following principles set out in article 5 of the GDPR and in article 4 and following of Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights:

## CLUB RENTALS MALLORCA

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

+34 722 69 17 66



## CLUB RENTALS MALLORCA

Principle of legality, loyalty and transparency: the User's consent will be required at all times after being fully informed of the purposes for which the personal data is collected.

Principle of purpose limitation: personal data will be collected for specific, explicit and legitimate purposes.

Data minimisation principle: only the personal data collected will be strictly necessary in relation to the purposes for which they are processed.

Accuracy principle: personal data must be accurate and always up to date.

Principle of limitation of the conservation period: personal data will only be kept in a way that allows the identification of the User for the time necessary for the purposes of its processing.

Principle of integrity and confidentiality: personal data will be treated in a way that guarantees their security and confidentiality.

Proactive accountability principle: The Data Controller shall be responsible for ensuring that the above principles are complied with.

### Categories of personal data

The categories of data processed by Club Rentals Mallorca are solely identifying data. Under no circumstances are special categories of personal data processed within the meaning of Article 9 of the GDPR.

### Legal basis for the processing of personal data

The legal basis for the processing of personal data is consent. Club Rentals Mallorca undertakes to obtain the express and verifiable consent of the User for the processing of their personal data for one or more specific purposes.

The User shall have the right to withdraw his/her consent at any time. It will be as easy to withdraw consent as to give it. As a general rule, the withdrawal of consent will not affect the use of the Website.

On occasions when the User must or may provide their data through forms to make inquiries, request information or for reasons related to the content of the Website, they will be informed if the completion of any of them is mandatory because they are essential for the correct development of the operation carried out.

### Purposes of the processing of personal data

Personal data is collected and managed by Club Rentals Mallorca in order to facilitate, expedite and fulfil the commitments established between the Website and the User or to maintain the relationship established in the forms that the latter fills out or to respond to a request or query.

Likewise, the data may be used for commercial purposes of personalization, operation and statistics, and activities related to the corporate purpose of Club Rentals Mallorca, as well as for the extraction, storage of data and marketing studies to adapt the Content offered to the User, as well as to improve the quality, operation and navigation of the Website.

At the time personal data is obtained, the User will be informed of the specific purpose or purposes for which the personal data will be processed; that is, the use or uses that will be given to the information collected.

### Personal data retention periods

Personal data will only be retained for the minimum time necessary for the purposes of its processing and, in any case, only for the following period: 6 months, or until the User requests its deletion.

## CLUB RENTALS MALLORCA

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

+34 722 69 17 66



## CLUB RENTALS MALLORCA

At the time the personal data is obtained, the User will be informed of the period during which the personal data will be stored or, when that is not possible, the criteria used to determine this period.

### Recipients of personal data

The User's personal data will be shared with the following recipients or categories of recipients:

Google headquartered at 17000 Amphitheater Parkway, in Mountain View, Santa Clara

In the event that the Data Controller intends to transfer personal data to a third country or international organisation, at the time the personal data is obtained, the User will be informed of the third country or international organisation to which the data is intended to be transferred, as well as of the existence or absence of an adequacy decision by the Commission.

### Personal data of minors

In compliance with the provisions of articles 8 of the GDPR and 7 of Organic Law 3/2018, of December 5, on the Protection of Personal Data and the Guarantee of Digital Rights, only those over 14 years of age may give their consent for the lawful processing of their personal data by Club Rentals Mallorca. If the person is under 14 years of age, the consent of the parents or guardians will be required for the processing, and this will only be considered lawful to the extent that they have authorized it.

### Confidentiality and security of personal data

Club Rentals Mallorca undertakes to adopt the necessary technical and organisational measures, according to the level of security appropriate to the risk of the data collected, in order to guarantee the security of personal data and to prevent accidental or unlawful destruction, loss or alteration of personal data transmitted, stored or otherwise processed, or unauthorised communication or access to such data.

The Website has an SSL (Secure Socket Layer) certificate, which ensures that personal data is transmitted securely and confidentially, as the transmission of data between the server and the User, and in feedback, is fully encrypted.

However, since Club Rentals Mallorca cannot guarantee the impregnability of the Internet or the total absence of hackers or others who fraudulently access personal data, the Data Controller undertakes to inform the User without undue delay when a breach of the security of personal data occurs that is likely to entail a high risk for the rights and freedoms of natural persons. Pursuant to Article 4 of the GDPR, a breach of the security of personal data is understood to mean any breach of security leading to the accidental or unlawful destruction, loss or alteration of personal data transmitted, stored or otherwise processed, or to unauthorized communication or access to such data.

Personal data will be treated as confidential by the Data Controller, who undertakes to inform and guarantee by means of a legal or contractual obligation that such confidentiality is respected by its employees, associates, and any person to whom it makes the information accessible.

### Rights arising from the processing of personal data

The User has over Club Rentals Mallorca and may, therefore, exercise the following rights recognized in the GDPR and Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights against the Data Controller:

Right of access: This is the User's right to obtain confirmation of whether or not Club Rentals Mallorca is processing their personal data and, if so, to obtain information about their specific personal data and the

## CLUB RENTALS MALLORCA

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

+34 722 69 17 66



## CLUB RENTALS MALLORCA

processing that Club Rentals Mallorca has carried out or is carrying out, as well as, among others, the information available on the origin of said data and the recipients of the communications made or planned for them.

**Right to rectification:** This is the User's right to have their personal data modified if it is found to be inaccurate or, taking into account the purposes of the processing, incomplete.

**Right to erasure ("the right to be forgotten"):** This is the right of the User, unless the current legislation establishes otherwise, to obtain the deletion of his/her personal data when these are no longer necessary for the purposes for which they were collected or processed; the User has withdrawn his/her consent to the processing and there is no other legal basis for this; the User objects to the processing and there is no other legitimate reason to continue with it; the personal data have been processed unlawfully; the personal data must be deleted in compliance with a legal obligation; or the personal data have been obtained as a result of a direct offer of information society services to a minor under 14 years of age. In addition to deleting the data, the Data Controller, taking into account the available technology and the cost of its implementation, must adopt reasonable measures to inform the controllers who are processing the personal data of the interested party's request to delete any link to said personal data.

**Right to restriction of processing:** This is the User's right to limit the processing of his or her personal data. The User has the right to obtain restriction of processing when he or she contests the accuracy of his or her personal data; the processing is unlawful; the Data Controller no longer needs the personal data, but the User needs it to make claims; and when the User has objected to the processing.

**Right to data portability:** In the event that the processing is carried out by automated means, the User shall have the right to receive from the Data Controller his/her personal data in a structured, commonly used and machine-readable format, and to transmit them to another data controller. Whenever technically possible, the Data Controller will directly transmit the data to that other controller.

**Right to object:** This is the User's right to prevent the processing of their personal data or to stop the processing of their personal data by Club Rentals Mallorca.

**Right not to be subject to a decision based solely on automated processing, including profiling:** This is the User's right not to be subject to an individualised decision based solely on the automated processing of his or her personal data, including profiling, unless otherwise provided by current legislation.

**Exercising Rights:** The User may exercise his/her rights by means of written communication addressed to the Data Controller with the reference "RGPD-<https://clubrentalsmallorca.com/>", specifying:

Name, surname of the User and copy of the ID. In cases where representation is admitted, identification by the same means of the person representing the User will also be necessary, as well as the document accrediting the representation. The photocopy of the ID may be replaced by any other legally valid means that accredits the identity.

Request with the specific reasons for the request or information to which you wish to access.

Address for notifications.

## CLUB RENTALS MALLORCA

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

+34 722 69 17 66



**CLUB RENTALS**  
MALLORCA

Date and signature of the applicant.

Any document that supports the request you are making.

This application and any other attached documents may be sent to the following address and/or email:

Postal address: Calle Alzines 7A, Sa Coma, 07560, Mallorca, Spain

Email: [info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

Links to third party websites

The Website may include hyperlinks or links that allow access to websites of third parties other than Club Rentals Mallorca, and which are therefore not operated by Club Rentals Mallorca. The owners of said websites will have their own data protection policies, and they themselves will be responsible, in each case, for their own files and their own privacy practices.

Complaints to the supervisory authority

In the event that the User considers that there is a problem or infringement of current regulations in the way in which his/her personal data is being processed, he/she will have the right to effective judicial protection and to lodge a claim with a supervisory authority, in particular, in the State in which he/she has his/her habitual residence, place of work or

place of the alleged infringement. In the case of Spain, the supervisory authority is the Spanish Data Protection Agency (<https://www.aepd.es/>).

## II. ACCEPTANCE AND CHANGES TO THIS PRIVACY POLICY

The User must have read and agreed to the conditions regarding the protection of personal data contained in this Privacy Policy, as well as accept the processing of his/her personal data so that the Data Controller can proceed with the processing in the manner, during the periods and for the purposes indicated. Use of the Website implies acceptance of the Privacy Policy of the Website.

Club Rentals Mallorca reserves the right to modify its Privacy Policy, at its own discretion, or as a result of a legislative, jurisprudential or doctrinal change by the Spanish Data Protection Agency. Changes or updates to this Privacy Policy will not be explicitly notified to the User. The User is advised to consult this page periodically to be aware of the latest changes or updates.

This Privacy Policy has been updated to comply with 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 (GDPR) and Organic Law 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights.

## 4. TERMS & CONDITIONS FOR HIRING WITH CLUB RENTALS MALLORCA.

### CLUB RENTALS MALLORCA

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

+34 722 69 17 66



## CLUB RENTALS MALLORCA

### 1. DEFINITIONS

“Equipment” shall mean the golf equipment being hired.

“First Hire Day” and “Last Hire Day” shall mean the first and last days respectively on which the Equipment is being hired by you.

“Hire Period” shall mean the period during which the Equipment is being hired and will commence on the First Hire Day and terminate on the Last Hire Day.

### 2. PAYMENTS

All rentals made with Club Rentals Mallorca will be processed by means of a valid payment card or in cash on the day of delivery of the equipment. Renters hereby authorize Club Rentals Mallorca to charge their payment card, immediately and without prior notice, for amounts due, plus any delayed, lost, stolen, broken, unreturned equipment and any other amounts payable under these terms and conditions.

### 3. BOOKING CONSTRAINTS

Booking Date: Club Rentals Mallorca can accept bookings made up to 12 months in advance.

Minimum hire duration: The minimum Hire Period is 1 day.

Maximum Hire duration: The maximum Hire Period is 4 weeks.

Subject to Availability: Club Rentals Mallorca will make all reasonable efforts to provide you with the Equipment you order. However, please note that due to unknown factors such as Equipment not being returned on time, insufficient lead time, lost, broken or stolen Equipment, etc., all our Equipment is subject to availability. If the Equipment you desire is unavailable, we will endeavor to replace it with Equipment of the same standard that is apt to fulfil the same purpose.

### 4. DELIVERY AND COLLECTION

Collection and return of equipment: Equipment will be picked up on the First Rental Day and returned on the Last Rental Day at the previously selected location.

Clients who reserve more than one set of clubs when making their reservation will need the other golfers to present their passport at the time of pick-up.

For clubs to be delivered, customers must be present and present their passport and order confirmation number.

Delivery and pick up at the hotel is subject to an extra charge of 20€.

### 5. DUTIES

#### 5.1 – Duties of Club Rentals Mallorca:

Provide the Equipment on the First Hire Day, subject to clause 3.4.

Ensure that the Equipment is fit for purpose.

#### 5.2 – Your duties

Pay the price referred to in Clause 6

## CLUB RENTALS MALLORCA

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

+34 722 69 17 66





## CLUB RENTALS MALLORCA

Not to use the Equipment imprudently.  
Allow Club Rentals Mallorca to examine the Equipment at any time.  
Allow any urgent repairs to the Equipment.  
Inform Club Rentals Mallorca immediately if there is any fault or defect.  
Return the Equipment in its initial condition on the Last Hire Day

5.3 – Repossession of Equipment: Club Rentals Mallorca reserves the right to request the return of the Equipment or to repossess the Equipment if you do not comply with your duties as above, or if the Equipment appears to be abandoned. In the event of repossession, Club Rentals Mallorca reserves the right to charge your payment card for the full Hire Period or for any period thereof.

### 6. PRICES

6.1 – All prices shall be as listed on the website and are subject to change without notice. The prices are guaranteed for the hire associated to the confirmed booking. The prices consider all mandatory charges and include Value Added Tax or any other local tax.

6.2 – Additional charges may be levied in the following situations:

Damages & Theft: up to the limit of the Equipment's replacement cost.

Failure to Return the Equipment: failure to return the Equipment for any reason on the Last Hire Day or when requested to do so by Club Rentals Mallorca will result in our charging your payment card the full amount of the manufacturer's replacement cost for the Equipment, in addition to any charges for the Hire Period.

### 7. Payment

Club Rentals Mallorca will charge your payment card the amount corresponding to the entire Rental Period on the day of delivery or if you prefer, you can pay in cash or by bank transfer when you make the reservation with Club Rentals Mallorca.

By accepting these Terms and Conditions, you authorize such charge. Furthermore, you also authorize Club Rentals Mallorca to charge your payment card for any delay, loss, theft, breakage or non-return of the equipment in accordance with Clause 6.2 and any other amount payable under these Terms and Conditions.

### 7.2 – Method of payment

Payment may be made by the following methods:

Debit or credit card, payment by bank transfer (at the time of booking) and cash payment on the day of delivery of the equipment is also accepted.

### 8. RESERVATION CHANGES: MODIFICATION / CANCELLATION POLICY

We know that traveling can be stressful, and things can change. To give you more flexibility, we are pleased to offer the following cancellation policy.

8.0 – If you give us more than 5 days' notice, we can cancel your reservation in full and give you a voucher for the full value. The voucher can be used for a maximum of 5 years.

You may also receive a cash refund in accordance with the following conditions:

## CLUB RENTALS MALLORCA

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

+34 722 69 17 66



## CLUB RENTALS MALLORCA

8.1 – You may cancel this agreement at any time by notifying Club Rentals Mallorca by email of your intention to cancel. Club rental can only be cancelled by email. Cancellations by telephone will not be accepted. In the event of cancellation, our cancellation policy is as follows:

A minimum charge of €10/£10/\$10 per set will be applied to all cancellations. Cancellations less than 28 days prior to pick-up date will be charged 30% of the booking value. For cancellations less than 14 days in advance, a charge of 50% of the booking value will apply. For reservations cancelled less than 5 days, but more than 48 hours prior to the pick-up date, a charge of 75% of the reservation value will be applied.

No refunds will be given for reservations cancelled less than 48 hours prior to pick-up date. Our online cancellation policy supersedes any other written Rental Agreement that may be signed.

8.2 – Unused Reservations: Equipment that is scheduled to be delivered will be held for 12 hours and then cancelled. If the golf rental equipment is not picked up, no refund or modification will be applied to the unused reservation.

8.3 – Reservation changes and extension of rental period. We will make every effort to accommodate any changes you wish to make to your reservation, including any extension of the rental period. Please note, however, that such changes are subject to availability, especially if requested within 72 hours or less prior to the first day of rental.

8.4 – Vouchers issued are not redeemable for cash.

### 9. MISCELLANEOUS:

– Nothing in these Conditions shall affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from Club Rentals Mallorca's negligence or fraud. You expressly acknowledge and agree that Club Rentals Mallorca its officers, directors, employees or representatives shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to: damages for loss of profits, goodwill, use, data or other intangible losses (even if Club Rentals Mallorca has been advised of the possibility of such damages), resulting from booking by e-mail.

– Neither party shall be liable for breach of this contract due to force majeure. Force Majeure shall be considered any irresistible or unforeseeable event, independent of the party suffering the case of Force Majeure, which prevents it from fulfilling its obligations.

– You do not acquire any ownership or other rights in the Equipment.

### 10. Damage/Loss

If you do not return the equipment for any reason on the last day of rental or when Club Rentals Mallorca requests it, your payment card will be charged the full amount of the replacement cost. As Club Rentals Mallorca will only provide original manufacturer's clubs, the replacement cost will be based on the manufacturer's suggested retail price for the Equipment, plus any charges for the Rental Period.

If the club head is not returned, the equipment will be considered lost/stolen. If the returned club cannot be repaired, it will also be considered lost/stolen and the corresponding amount will be automatically charged to the payment card. Damage to the club head will be assessed on a case-by-case basis.

## CLUB RENTALS MALLORCA

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

+34 722 69 17 66



## CLUB RENTALS MALLORCA

Losing the protective cover of the club head will result in a charge of 35€.  
Abuse/neglect/misuse of the equipment will be considered lost/stolen.

ITEM	
DRIVER 10.5 X HOT	300€-350€
WOOD #5	200€
HIBRID #4	200€
IRONS GRAFITO	290€
WEDGE MD5	200€-250€
PUTT ODYSSEY	250€-300€
CLUB HEAD COVER	35€
TOWEL	15€

### 11. PRIVACY POLICY

When you place an order, we collect your name, email address, mailing address, phone number and payment card information. The customer's payment card details are stored by a third party in a vault system operated by Realex Payments. This information will act as a guarantee of your reservation. Club Rentals Mallorca does not keep any record of your credit card number. We will record which products you book. We also monitor customer traffic patterns and site usage, which allows us to improve the service we offer.

This information is used to provide a more personal shopping experience.

The payment card used to make a reservation will act as a guarantee for the clubs reserved.

If necessary, we may ask you to present your credit card when picking up clubs.

We do not keep or store any customer's financial data.

If you have any questions about our privacy policy, please contact our customer service team at:

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

### 12. ABANDONED/ RECOVERY OF CLUB SETS

Should there be a requirement to recover abandoned items from your hire set from your accommodation or Golf Course after you have departed, there will be a fee of €25 plus 1,50€ per km for the recovery of each set or item.

## CLUB RENTALS MALLORCA

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

+34 722 69 17 66



**CLUB RENTALS**  
MALLORCA

Should an item be lost and subsequently found at your hotel or golf course, the same charges shall apply.

CLUB RENTALS MALLORCA

**CLUB RENTALS MALLORCA**

[www.clubrentalsmallorca.com](http://www.clubrentalsmallorca.com)

[info@clubrentalsmallorca.com](mailto:info@clubrentalsmallorca.com)

+34 722 69 17 66