

General conditions

Booking any of the trips included in this catalogue implies full acceptance of these general conditions, which are automatically incorporated into the contract. Additional information and/or possible changes or modifications will be communicated to the client on the specific documentation of every trip or schedule, since the catalogue is edited beforehand and its content is limited.

These general conditions are governed by the Royal Legislative Decree 1/2007 of 16 November, which approves the revised text of the General Law for the Protection of Consumers and Users, and other provisions in force.

The contract relationship between the organising agency and the client is governed by these general conditions, the particular clauses agreed in the package travel contract and the trip data sheet explaining its final content.

ORGANIZATION:

The trips included in this catalogue have been technically organised by Viajes EntreTierras, S.L. VATIN B-73760415, with registered address in Calle Torre de Romo, 86, stairway 1, 4ºE, 30011 Murcia (Region of Murcia), C.I.M.U. licence 249.m

BOOKING AND MANAGEMENT:

Upon accepting the booking, the client will be charged with a deposit (25% of the total amount). Once the booking is confirmed, the deposit will be discounted from the final price. If the agency could not offer the trip requested, the deposit will be refunded to the client.

PAYMENT METHOD:

Twenty days before the trip starts, the client must pay the remaining amount in order for the booking to become effective. Should this payment not be made, the agency will assume that the client desists from undertaking the trip and the deposit would not be refunded.

PRICES:

The prices are based on the transport and accommodation fees, and the current duties and taxes. Any change in the price of any of these items may lead to the revision of the final price. Clients will be notified of such changes and, in the event of significant modification, they may withdraw from the trip without any penalty whatsoever or accept the changes to the

contract. Under no circumstances will prices be revised upward in the preceding twenty days to the departure date of the trip. Trip price does not include taxes, visa, vaccination records, extras and any other service not specified as "included".

BOOKING MODIFICATION:

Viajes EntreTierras, S.L. reserves the right to penalise the client for any modification in the booking with a 20 €/person fine.

SERVICES INCLUDED:

The services included are specified in the catalogue/offer provided to the client.

CLIENT CANCELLATION POLICY:

At any time clients and customers may cancel the services requested, having the right to be refunded with the amounts paid, but with the obligation to compensate the agency in the amounts indicated herein:

- A) All management and cancellation costs, and a penalty consisting of 5% of the total cost of the trip if the cancellation takes place more than ten and less than fifteen days before the departure date of the trip; 15% of the total cost of the trip if the cancellation takes place more than three and less than nine days before the departure date of the trip; 25% of the total cost of the trip if the cancellation takes place in the 48 hours before the departure date of the trip.

- B) If the trip was subject to special financial conditions, then cancellation costs will be agreed by the parties involved.

BOOKING TRANSFER:

The principal contractor or the beneficiary may transfer his booking to a person who satisfies all the conditions required for it by giving notice in writing at least 15 days before the departure date of the trip, unless the parties agree a shorter time limit. The transferor of the booking and the transferee shall be jointly and severally liable to the agency, as a party of the contract, for payment of the balance of the purchase price and for any additional costs arising from such transfer.

CANCELLATION FOR REASONS ATTRIBUTABLE TO THE ORGANISER:

If the cancellation by the organiser occurs before the agreed departure date due to any reason which cannot be attributed to consumer or customers, they are granted the right to terminate the contract. The organiser and retailer are liable for damage suffered by the consumer and customer as a result of non-performance of the contract, which may under no circumstances be less than 5% of the total price of the trip initially hired if this non-performance occurs between the two months and fifteen days before the trip date; 10% if it occurs between the fifteen and three days before the trip date; and 25% if it occurs the 48 hours before the trip date.

THERE IS NO OBLIGATION TO COMPENSATE ON THE FOLLOWING ASSUMPTIONS:

In case the trip requires a minimum number of participants the Agency may cancel the trip if this minimum number is not reached, provided that this is communicated at least 10 days before the departure date. Furthermore, the Agency may cancel the trip too due to force majeure, meaning any abnormal, unforeseeable event beyond its control, the consequences of which could not have been avoided even if all due care had been exercised.

LIABILITY:

The organisers and retailers shall be liable to the consumer and customer according to the duties allocated to them by their respective field of management, to the proper performance of the obligations arising from the contract, disregarding whether they or other service providers must fulfil the obligations, without prejudice to the organisers' and retailers' right to take action against these service providers. The organiser assumes liability to the consumer for compensation of damages as a consequence of the non-execution or defective execution of the contract. Such liability shall cease in one of the following circumstances.

1. If shortcomings are attributed to the consumer.
2. If such defects are attributable to a third party outside the provision of services under the contract and take an unpredictable or

insurmountable character.

3. If such defects are due to reasons of force majeure, meaning any abnormal, unforeseeable event beyond its control, the consequences of which could not have been avoided even if all due care had been exercised.
4. If such defects are due to an event that the retailer or the organiser, despite having exercised all due care, could not foresee or forestall. Nevertheless, in the cases referred to in the second, third and fourth items, the organiser and retailer party to the contract shall be required to give prompt assistance to a consumer in difficulty. The compensation of the damages resulting from the non-execution or defective execution of the services provided in the package travel shall be limited as foreseen in the international agreements on such services.

DOCUMENTATION:

Every traveller must have all documentation required to enter the visited country in order (ID number, passport, visas, etc.). Viajes EntreTierras acts as a point of information, as clients must have their documentation checked by the competent authorities. If clients were forced to cancel the hired travel in case of lacking proper documentation, the agency will apply the conditions stated in the client cancellation policy item. Consumers are informed that after formalising the contract, he must demand relevant information about the documentation required for the chosen trip to the retailer

agency, as well as information on optional cancellation and/or repatriation insurance in the event of accident, illness or death as well as information on risks associated with the destination of the trip.

JURISDICTION:

For any interpretation, application or claim regarding these general conditions, both the client and the Organising Agency submit themselves only to the jurisdiction of Murcia courts, renouncing to any other jurisdiction.

LOPD:

In accordance with the LOPD 15/1999, Viajes EntreTierras S.L. would like to inform you that data is included in its database in order to manage and fulfil lawful duties, as well as the maintenance of the contractual relationship. In accordance with the LSSI 34/2002, clients consent to the use of their data in order to send them information on our activities via email, postal mail and sms. Clients may exercise their right to access, modify, delete or oppose to their data by sending a written document to Calle Torre de Romo, 86, stairway 1, 4ºE, 30011, Murcia (Spain), attaching a copy of your ID card. Any data modification should be notified in writing in order to keep it updated.