

## GENERAL TERMS AND CONDITIONS

### 1.- Applicability of General Terms and Conditions.

The present General Terms and Conditions govern the legal relationship that arises from the reservation and contracting of services from “Tours in Pride” (hereinafter “**TiP**”) to you, the Client (hereinafter, “**the Client**”).

The Rights and Obligations expressed in the following General Terms and Conditions complete and develop the specific applicable legislation, namely **Royal Legislative Decree 1/2007 of 16 November**, approving the Revised Text of the General Law on the Protection of Consumers and Users, and other complementary laws (**TRLGDCU**), without contravening the same.

Definiciones clave:

- “**Tours In Pride**”, means “AFS SOTO LUCUS CONSULTING, S.L”, a Spanish trading company with Tax Identification Number B-27437250, with registered address at Barro Louzaneta 43, 27297, Lugo, Spain. Listed in the Companies Registry of Lugo (Galicia, Spain) in Volume 444, Sheet 109, page LU-16688.
- “**Services**”, means in general the services indicated on the website [www.toursinpride.com](http://www.toursinpride.com), that TiP agrees to provide in accordance with these General Terms and Conditions.
- “**Special Conditions**”, means the stipulations of each service offered by TiP.
- “**Third Party Services**”, means any other service not provided by TiP.

### 2.- Reservation and Contracting.

#### 2.1.- Reservation and Contracting Procedure.

Reservations may be made via the website [www.toursinpride.com](http://www.toursinpride.com), by e-mail to the account [info@toursinpride.com](mailto:info@toursinpride.com), or by telephone calling +34 671 843 461.

Once the reservation has been made and prior to its confirmation, TiP will send the Client a reservation document detailing the Special Conditions of the same, including the services being contracted, the date, destination, price, and the number of the bank account to which payments must be made. This document will inform the Client that in order to proceed with the confirmation of the reservation, the

Client will have to pay 35% of the established price for the provision of the service within 48 hours of receiving the document.

Once the first payment has been made (**35% of the price**), TiP will send the client **confirmation of the reservation** to the e-mail account provided by the Client, detailing the identification number of the reservation, the special conditions of the service, identification of the Clients, proof of the payment made, and an indication of the amount pending payment.

Once the payment has been made in full for the provision of the service, the contract shall be considered as concluded for all intents and purposes, as a result of which TiP will send the Client the **contract for the provision of the service** to the e-mail account they have indicated.

### **2.2.- Reservations made by third parties.**

If the reservations for the Clients are made by third parties (including reservations by Clients for other Clients), in these circumstances the person responsible for making payment to TiP shall be the person making the reservation.

Once the reservation is confirmed, those who have made the reservation shall be considered as Clients, as well as any third parties who have reserved for them, with both equally accepting these General Terms and Conditions.

Under no circumstances may TiP be held liable for any errors or omissions in the information provided by the Client or person representing the Client at the moment of making the reservation.

### **2.3.- Reservations with minors.**

Reservations made for minors (persons under the age of 18) shall require that they be made together with a reservation by an adult, who shall be their legal representative and responsible for them for all intents and purposes during the provision of the service by TiP, and referred to as the "Client-Guardian." Each Client-Guardian may be responsible for a maximum of two minors in each provision of service.

All reservations including minors shall be subject to the review and approval of TiP, prior to conforming the same. If consent from the father, mother, or legal guardian of the minor is required by law, the accompanying adult Client-Guardian shall be solely responsible for obtaining the necessary consent, permits, and/or documentation, and shall ensure that all legal requirements are met in order to be able to provide them with the service. Under no circumstances shall TiP be liable for any issues arising

as a result of the lack of any permit, consent, or legal requirement in relation to the minors to whom the service is provided as contracted by their Client-Guardian.

### **3.- Price and Means of Payment.**

#### **3.1.- Price.**

The price per person for each service offered by TiP is as indicated in the Special Conditions for the service in question.

The prices will always be indicated in **Euros**, and will **include Value Added Tax (VAT)**.

The prices of the services have been calculated based on the tariffs and currency changes in force on the publication date of the offer for the service.

These prices may be revised in the event of variations in costs, except in the event of these variations occurring in the 20 days prior to the date set for the commencement of providing the service, in which case the Client may withdraw from the contracted service, with the right to a refund of their payments. Only the services expressly detailed in the "Special Conditions" of the offer to provide the aforementioned service will be considered as included in the price.

#### **3.2.- Means of Payment**

Prior to confirming the reservation, the Client will pay **35%** of the total agreed price as a **deposit**.

The remaining **65%** must be paid at least 15 calendar days before the date of commencement of the service: otherwise, the reservation will be considered as cancelled, in which case the provisions of the cancellation section will apply.

The price to be paid will always be as stipulated in the Special Conditions, as a result of which any surcharges, commissions or other charges arising from the payment or means of payment will always be paid by the Clients and never by TiP.

### **4.- Cancellations.**

The Client may cancel the reserved or contracted service at any time, being entitled to a refund of the amounts paid, both for the total price and for the deposit confirming the reservation, and shall be liable to compensate TiP for the following items: management fees, plus cancellation fees, if any, and a penalty on the total amount of the service, consisting of 5% of the total amount if the cancellation occurs between 10 and 15 days prior to the date of commencement of the provision of the service,

15% of the total price if it occurs between 3 and 10 days prior to the date of commencement of the provision of the service, and 25% of the total price if the cancellation occurs within forty-eight hours prior to the date set for the commencement of the provision of the service. If the Client fails to arrive at the scheduled time, without having previously cancelled within the established deadlines, the Client shall not be entitled to any refund of the amount paid.

Cancellations must be made by any of the contracting channels TiP makes available to its Clients.

Without prejudice to the foregoing, in the event of the Client communicating at any time the cancellation for causes that TiP deems justified, TiP will allow the Client to choose to use the amount paid as total or partial payment for another service that TiP provides during the following calendar year from the cancellation, without additional cost of any kind. In this case, TiP reserves the right to require the Client to provide proof of the cause of cancellation.

## **5.- Terms.**

The services are offered subject to the terms set out in the Special Conditions.

The Client must identify themselves to the TiP supervisor of the service in question, at the check-in point established in the contract, at the time defined therein, in order to commence the provision of the service, and must identify themselves by showing their Identity Card or Passport in accordance with the reservation; otherwise TiP may exclude them from the service without reimbursement of the price.

Clients under the age of 18 must be accompanied by the "Client-Guardian".

Clients who require accessibility systems are responsible for organizing and obtaining them themselves.

Clients agree to inform TiP of any health problem they may suffer at the time of booking.

The contracting of any health and accident insurance is the responsibility of the Clients.

TiP recommends its Clients to take out health, accident and travel insurance based on the activities to be carried out.

The Client is not allowed to participate in the provision of the service under the influence of drugs and/or excessive amounts of alcohol.

Pets are not allowed unless expressly permitted in the Special Conditions for the service.

Clients undertake to strictly comply with these General Terms and Conditions, as well as with the conditions established by external suppliers, and all other rules and laws applicable to the services provided.

Clients are obliged to use compulsory safety measures such as seat belts or helmets.

Clients are obliged to follow the instructions that are given by TiP, as well as to behave in a civil and respectful manner at all times.

TiP reserves the right to exclude a Client from the service with immediate effect in the event of any risk to the Client's health due to health problems, or any non-compliance with these General Terms and Conditions, or instructions.

In the event of a Client who is a minor being excluded, the "Client-Guardian" will also be excluded from the provision of the service.

In the event that the exclusion occurring prior to the commencement of the provision of the service, the terms of cancellation shall be applied in the same way.

In the event that the exclusion occurring during the provision of the service, the Client shall not be entitled to a refund of the price paid.

In the event of exclusion, TiP is exempted from any kind of liability, both to the Client or to any third parties.

## **6.- Alterations.**

TiP undertakes to provide its Clients with all reserved/contracted services, with the conditions and characteristics stipulated in the Special Conditions.

If TiP is unable to provide the service after confirmation of the reservation, and before the start of the service, the Client may choose either to terminate the contract with subsequent reimbursement of the amounts paid, or to accept the changes made by TiP and their impact on the price, with the obligation to inform TiP of their decision within 3 days.

No claims for compensation for breach of contract on the part of TiP may be presented when the Client has accepted the modification to the provision of the service.

If for any reason not attributable to the Client, nor justified by sufficient reasons nor force majeure, TiP cancels the service after confirmation of the reservation and before the commencement of the service, the Client shall be entitled to another service of equivalent or higher price, or otherwise to

receive a full refund, being obliged to inform TiP of their decision within three days following the notification of cancellation.

The Client may not claim compensation for failure to provide the service when the cancellation occurs due to a situation of force majeure, although they will be entitled to reimbursement of the price paid.

### **7.- Liability.**

TiP shall be liable to its Clients, depending on the obligations that correspond to it for the services it provides directly, in accordance with the Special Conditions of the service that has been contracted.

TiP shall be exempted from this liability in the event of any of the following circumstances: 1) that the defects observed in the provision of the service are attributable to the Client, 2) that these defects are attributable to a third party and are unforeseeable, and 3) that the defects in question are due to reasons of force majeure, considered as circumstances that are beyond the company's control, abnormal and unforeseeable, whose consequences could not be avoided, despite TiP having acted with due diligence.

In no event shall TiP be liable for any Third Party Services provided to the Client, nor shall TiP be liable for any expenses incurred as a result of any such defective Third Party Services. The Client undertakes to present any such claims directly to the third party service provider.

All activities carried out by the Client during the provision of the service from TiP are carried out at the Client's own liability. TiP will not be responsible for any harm that may be suffered by the Client.

TiP will not be liable for any thefts or loss Clients may suffer during the provision of the service. en función de las obligaciones que le correspondan por los servicios que preste directamente, conforme a las Condiciones Particulares del servicio contratado.

### **8.- Documentation.**

All Clients, without exception, must carry their personal identification documents and visas or residence permits in accordance with the laws of the countries in which the contracted service is provided.

TiP will not accept any liability for problems Clients may have related to their documentation, visas or permits, with the Client being liable for any expenses arising as a result.

#### **9.- Communications.**

Communications between Clients and TiP may be made via the website of TiP ([www.toursinpride.com](http://www.toursinpride.com)), its e-mail address ([infor@toursinpride.com](mailto:infor@toursinpride.com)), or when permitted, by telephone (+34 671 843 461).

Any communications made through channels other than those described above shall be deemed not to have been made, and shall not have the effectiveness and effect intended by the Client.

#### **10.- Assignment.**

The Client may freely assign their reservation or contract to another person who meets all of the required conditions for the provision of the service.

The assignment must be notified in writing to TiP at least 15 days prior to the commencement of the provision of the service.

The person assigning their reservation or contract and the assignee shall be jointly and severally liable to TiP for any breaches of contract that may occur.

#### **11.- Claims.**

In the event of the Client considering that the service contracted from TiP has not been provided, or has been incorrectly provided, they must immediately inform TiP of this situation in writing, requesting notification of reception of the communication.

Once the claim has been received by TiP, it will be examined, and when applicable, urgent measures will be taken to remedy the situation to the Client's complete satisfaction.

#### **12.- Civil Liability Insurance.**

Without prejudice to the limitations of liability of TiP included in these General Terms and Conditions, TiP (AFS SOTO LUCUS CONSULTING, S.L), has a civil liability insurance policy to cover any situation that may arise, in accordance with the conditions indicated in this document.

#### **13.- Special Conditions, Privacy Policies, and Data Protection.**

The Special Conditions of the services offered by TiP will be provided by TiP to the Client via the following e-mail account: [info@toursinpride.com](mailto:info@toursinpride.com).



The Privacy and Data Protection Policies are available at [www.toursinpride.com](http://www.toursinpride.com). Las Políticas de Privacidad y Protección de datos se encuentran disponibles en [www.toursinpride.com](http://www.toursinpride.com).

#### **14.- Amendments and Severability.**

TiP is legally authorised to modify these General Terms and Conditions at any time. Any such modifications shall be binding once they have been notified to the Client, or published at [www.toursinpride.com](http://www.toursinpride.com).

In the event that any provision of these General Terms and Conditions is held to be void or invalid, the validity and effectiveness of the remaining provisions shall not be affected thereby. The void or invalid provision shall be replaced by a provision in accordance with the law.

#### **15.- Governing Law and Jurisdiction.**

These terms and conditions shall be subject to the provisions of **Royal Legislative Decree 1/2007 of 16 November**, approving the Revised Text of the General Law on the Protection of Consumers and Users, and other complementary Laws (**TRLGDCU**), and other applicable Spanish or Galician regulations.