

GENERAL TERMS AND CONDITIONS OF SALE

The reservation of any of the activities, tours and package travel, products or services offered by Verdant Experiences, implies the total acceptance of these general conditions, which are considered automatically incorporated in the contract without being precise its written transcription on it.

Additional information and possible modifications (if any) will be reflected in the specific information of each product, which will be delivered to the customer and, together with the general conditions, act as a definitive agreement.

1. Legal regulation applicable to the contract of package travel and acceptance of the General Conditions of Sale.

These General Conditions are subject to the provisions of the Real Decreto Legislativo 1/2007 of November 16, which approves the revised text of the General Law for the Defense of Consumers and Users (B.O.E. 30-11-2007), as well as the Decreto 42/2001 of 1 February, recasting on travel agencies, tourism guides and active tourism (DOG), the Decreto 25/2018, of 22 de February, which modifies the article 16 of the Decreto 42/2001, of 1 February, recasting on travel agencies, tourism guides and active tourism, the Directive (EU) 2015/2302 of 25 november 2015 on package travel and linked travel arrangements, and the Law 7/2011 of 27 October, about tourism of Galicia (DOG).

2. Organisation

The products and services offered, as well as the activities and trips shown on this website are organized by Verdant Experiences (from now on VE), legally established as a Wholesale and Retail Travel Agency (Tour Operator) in Ourense (Galicia, Spain):

- **Trade name:** Verdant Experiences
- **Legal name:** Premium Plans S.L.
- **Title – License:** XG-647
- **Address:** C/ Bedoya 27 Bajo, Ourense, 32004, Galicia, Spain
- **VAT:** B32482069
- **Phone:** (+34) 689 139 381
- **e-Mail:** enquiries@verdantexperiences.com

We comply with all the legal, financial and insurance requirements required by Law in Spain and the Autonomous Community of Galicia in matters of Tourism.

Please note that VE, as a Wholesale and Retail Travel Agency (Tour Operator) we can also sell products of Wholesale Travel Agencies, acting as an intermediary between the Wholesale Agency and the final customer, in this case the applicable conditions will be ones from the Wholesale Agency.

3. Definitions.

For the purposes of these general conditions:

- **Product:** tours and package travel, activities, products or services proposed by VE.

- Consumer or User: natural or legal person who buys or consumes a tourist product or service of VE or who, as final recipient, uses or unequivocally manifests the demand for its use.

4. Pricing.

All prices provided by VE are in Euros (EUR, €).

4.1. The price of the *product* includes:

The round trip transportation, when this service is included in the contracted product, with the type of transport, characteristics and category that is contained in the contract or in the documentation that is delivered to the consumer at the time of signing it. Accommodation in a double room (unless otherwise specified in the conditions of the product), taxes or taxes of hotel establishments, as well as indirect taxes where applicable, and technical assistance during the trip, when this service has been included in the contract. Anything else that has been included in addition to each product.

4.2. The price of the *product* does not include:

Flights, Visas, airport taxes, and / or entrance and exit taxes, vaccination certificates, tips, "extras" such as coffees, wines, spirits, mineral waters, special dietary regimes - even in cases of full board or half board unless otherwise expressly agreed in the contract, washing and ironing clothes, optional hotel services, and, in general, any other service that is not expressly stated in the section "The product includes" or is not specifically detailed in the product, in the contract or in the documentation that is delivered to the consumer.

4.3. Excursions or optional visits

In the case of excursions or voluntary visits not contracted in advance, it should be kept in mind that they are not part of the contract of the product. Its publication in any brochure or website is merely informative and the price is expressed as "estimated". Therefore, at the moment of contracting them at the place of destination, there may be variations in their costs, which alter the estimated price. On the other hand, these excursions will be offered to the consumer with their specific conditions and final price independently, not guaranteeing until the moment of their contracting the possible realization of them.

4.4. Adaptations or special offers

In the case of adaptation of any product to requests of the Consumer or special offers, the price may be different from the one expressed on the web or in advertising, and the services included in the same will be those specified in the contract.

4.5. Individual Services

The prices provided are per person under specific conditions described in each product. VE is free to vary the price according to places available/covered, as well as cancel an tour when a minimum required quota is not reached, prior communication to the consumer.

4.6. Tours and Travel Packages

The prices provided are per person under specific conditions described in each tour. VE is free to vary the price according to places available/covered, as well as cancel an tour when a minimum required quota is not reached, prior communication to the consumer.

4.6.1. 1-Day Tours

1-day tours (unless specified in the tour's specific program) include:

- a) Pick up and return to the city of Ourense. Other locations may affect the original price.
- b) Liability Insurance
- c) A meal (lunch)
- d) Air taxes, hotel taxes and indirect taxes (VAT, I.G.I.C) where applicable.
- e) Technical assistance during the trip, when this service is specifically included in the detailed program.
- f) All other services and supplements that are specifically written in the detailed program contracted or that are explicitly stated in the contract of combined travel or contract for tourist services or package travel contract.
- g) Administration fees

The tours can include some tickets or activities, always with express indication in the program of the tour and specified in the corresponding contract.

4.6.2. Tours of 2 days or more (package travel)

The price of tours of more than 1 day and package travel includes:

- a) Pick up and return to the city of Ourense. Other locations may affect the original price.
- b) Liability Insurance
- c) Meals (lunch)
- d) The accommodation in a Room only, Room and Breakfast or Half Board (Breakfast and Dinner) as indicated.
- e) Air taxes, hotel taxes and indirect taxes (VAT, I.G.I.C) where applicable.
- f) Technical assistance during the trip, when this service is specifically included in the detailed program.
- g) All other services and supplements that are specifically written in the detailed program contracted or that are explicitly stated in the contract of combined travel.
- h) Administration fees

The tours can include some tickets or activities, always with express indication in the program of the tour and specified in the corresponding contract.

4.7. Prices revision

The prices have been calculated based on the exchange rates, transport tariffs, fuel cost and taxes and rates applicable at the date of revision of these general conditions, **June 15, 2020**.

Any variation in the price of mentioned elements may lead to the revision of the final price of the product up or down. When the change exceeds 10% of the total amount, the consumer may withdraw the product without penalty or accept the modification of the contract.

In no case, the price will be revised upwards in the 20 days prior to the date of departure of the trip, regarding requests that have already been made and confirmed.

5. Registration, payment and refunds.

5.1. Process

In order to contract VE products, it is necessary for the consumer or user to carry out the registration before signing the contract.

The registration can be initiated through the contact form on our website or through the email enquiries@verdantexperiences.com, being necessary the acceptance of the General Terms and Conditions of Sale and the Privacy Policy. After obtaining the information, VE will contact the user or consumer to complete the details of the reservation.

Once agreed the details of the required products, the consumer will receive an email from VE with the following information:

- Proposal of contract and period of validity.
- Details of how to confirm the reservation
- Terms and payment methods

The contracting of the product or products will be effective in the moment that the consumer or user:

- 1) Send us the signed contract within the validity period. (The payment of the advance / reservation with reference to such contract, will be a substitute for signing it, acting as confirmation and acceptance of such reservation)
- 2) The payment of the advance / reservation is made in the periods mentioned in the contract.

If any of the above or both are not fulfilled, VE will cancel the reservation.

Once the process is completed, the user or consumer will receive an email with the confirmation of the reservation and the contract and/or ticket attached.

In case of contracting products "in place" (for example in case of 1-day tours with less than 24 hours in advance), the registration, reading and acceptance of the General Terms of Sale and the Privacy Policy, occurs at the time of signing the final contract.

In case of contracting products directly through any of the following websites: www.verdantexperiences.com or www.excursionribeirasacra.com. The contracting will be effective at the moment that the consumer or user:

- 1) Reads and accepts the General and Specific Terms and Conditions of Sale of the product or products to be contracted, as well as our Privacy Policy.
- 2) Complete the information required to contract the desired products.
- 3) Make the payment.

Once the process is completed, the user or consumer will receive an email with the confirmation of the reservation and the contract and/or ticket attached.

5.2. Registrations and advances

At the time of registration, VE may require an advance that in no case will exceed 30% of the total amount of the contracted product, issuing the corresponding receipt, including the information of the amount anticipated by the consumer and the requested product. The remaining amount must be paid at least 15 days before the date of departure. In those cases where, due to the special conditions of the service providers, the amount to be deposited is more than 30%, an additional deposit will be requested. Once payment of the deposit has been made by the consumer or person authorized by the same, VE is authorized to issue any type of documents that the product requires, subject to the special conditions of cancellation thereof.

Failure to pay the total price of the product under the conditions indicated, it will be understood that the consumer desists of the requested product, being applicable the conditions foreseen in the following section.

5.3. Payment methods

VE accepts the following forms of payment:

- Bank transfer to the account indicated in the contract.
- Online Payment by Card
- Payments through mobile POS
- Cash payment (only when possible or recommended)

5.4. Refunds

All refunds that are due for any concept, will always be formalized through VE, no refund will be made for services not used voluntarily by the consumer.

No refunds will be made in the following cases:

- It is a "non-refundable" offer. This type of offer does not accept any modification or cancellation.
- Not be within the cancellation or modification deadlines. They are variable according to the type of product and are indicated in each contract.

No refund will be made for non-use of any type of service included in the contracted product, if the reason for it is the direct responsibility of the customer:

- a) Delays or no presentation at the time indicated for the start of the trip.
- b) Not possessing the necessary and obligatory documentation for the trip and / or destination.
- c) Services not voluntarily used by the customer, whatever the cause of non-use.
- d) Voluntary abandonment of all or part of the trip once initiated.
- e) Inadequate behaviours that endanger the group or the organizers and oblige those responsible to respond with the authority that corresponds to them.
- f) Other situations that are caused by the client and outside VE

5.5. Invoicing

In case the user needs an invoice for the product purchased, he can request it to enquiries@verdantexperiences.com. To do this you have to send us the following information:

- Name and Surname o Company Name
- ID or VAT
- Address
- Contract Number or Receipt of the product (s) purchased
- Email to get it to you

6. Consumer withdrawal. Transfers and Cancellations of the product.

6.1. Withdrawal

At any time the user or consumer may desist from the products requested or contracted, being entitled to the refund of the amounts that would have paid, whether it is the total price or the advance provided in the previous paragraph, but must compensate VE for the following concepts:

- a) In the case of individual services: the total of the management expenses, plus the costs of cancellation, if they had occurred.
- b) In the case of tours and unless the withdrawal is due to force majeure:
 - 1) The management fee of 10€, plus 1€ insurance inclusion, plus cancellation costs if any.
 - 2) A penalty, consisting of 5% of the total trip if the withdrawal occurs more than 10 days and less than 15 days before the date of departure of the trip; 15% between days 3 and 10, and 25% within 48 hours prior to departure. If you do not show up at the scheduled time for departure, you will not be entitled to any refund of the amount paid, unless otherwise agreed by the parties.
- c) In the case of package travel and unless the withdrawal is due to force majeure:
 - 1) The management fee of 50€, plus 5€ insurance inclusion, plus cancellation costs if any. Insurance will be paid in all cases.
 - 2) A penalty, consisting of 5% of the total trip if the withdrawal occurs more than 10 days and less than 15 days before the date of departure of the trip; 15% between days 3 and 10, and 25% within 48 hours prior to departure. If you do not show up at the scheduled time for departure, you will not be entitled to any refund of the amount paid, unless otherwise agreed by the parties.

In the event that any of the services contracted and cancelled are subject to special economic conditions of contracting, such as aircraft freight, ships, special rates, etc., cancellation expenses for withdrawal will be established according to the agreed conditions by both sides.

Cancellations must be communicated as soon as possible, by telephone or by e-mail. In both cases, it will be necessary to formalize it in writing, by means of a Withdrawing Document that will be dated by VE on the day of its receipt and sent to the consumer.

6.2. Transfers

The consumer of the product may transfer his reservation to a third person, requesting it in writing 15 days before the date of commencement of the trip, unless the parties agree a shorter term in the contract. The transferee will have to meet the same requirements as the transferor, generally required for the product, and both will be jointly and severally liable to VE for the payment of the trip price and the additional justified expenses of the assignment. This section shall be subject to the availability of the means of transport used.

6.3. Cancellations

In cases of force majeure, the user will be charged exclusively the cancellation expenses if any and those of administration.

The causes of force majeure, which will exempt the consumer from the payment of administration fees and penalties, will be understood as the cases contemplated by the Cancellation Insurance optionally offered in the contract, and must cover exclusively the cancellation expenses directly or through of said optional annulment insurance. If the user has contracted a Cancellation Insurance the amount of the same is not refundable nor the policy is modifiable. The return in case of contracting the insurance will be made according to the insurance policy contracted.

In case the place canceled by the user is a room to share and it is not possible to replace occupant for that room, the person who cancels must assume the amount of the individual supplement unintentionally obliged to the companion, added to the rest of the cancellation expenses, if any.

In the event that the Organizer conditions it and expressly specifies the viability of the product offer to have a minimum number of participants and not to reach that number, the cancellation of the trip occurs, the user will be entitled exclusively to the refund of the total price or of the anticipated amounts, without being able to claim any amount for compensation, provided that VE has notified it in writing to the consumer before the deadline fixed for that purpose in the contract. Unless otherwise stated, it will be 10 days before departure.

7. Alterations

VE undertakes to provide its customers with all the services contracted contained in the product that gave rise to the contract for tourist services, or package travel contract, with the conditions and characteristics stipulated, all according to the following:

- a) In the event that the Organizer is obliged to modify significantly any essential element of the contract, including the price, before the departure of the journey, it must immediately inform the consumer directly when it also acts as a retailer, or through the respective retailer in all other cases.
- b) In such a case, and unless the parties otherwise agree, the consumer may choose between terminating the contract without penalty or accepting a change in the contract specifying the variations introduced and their impact on the price. The consumer must communicate the decision that he adopts to the retailer or, as the case may be, to the Organizer within three days of being notified of the amendment referred to in subparagraph (a). In the event that the consumer does not notify his decision in the terms indicated, it will be understood that he chooses to terminate the contract without penalty.
- c) In the event that the consumer chooses to terminate the contract, under the provisions of section b), or that the Organizer cancels the package travel or tour/activity before the agreed date of departure, for any reason that is not attributable to him To the consumer, the latter will be entitled, from the moment in which the contract is terminated, to the reimbursement of all the amounts paid under it, or to the performance of another package travel or tour/activity of equivalent or superior quality, provided that the Organizer Or Retailer can propose. In the event that the trip offered is of inferior quality, the Organizer or Retailer shall reimburse the consumer, where appropriate, according to the amounts already paid, the price difference, according to the contract. This same right will correspond to the consumer who did not obtain confirmation of the reservation in the terms stipulated in the contract.

- d) In the above cases, the Organizer and the Retailer will be responsible for the payment to the consumer of the compensation that, if applicable, for breach of contract, which will be 5% of the total price of the trip contracted, if said breach is Produced between two months and 15 days immediately preceding the scheduled date of the trip; 10% if it occurs between the previous 15 days and 3 days, and 25% in the event that the mentioned breach occurs in the previous 48 hours.
- e) There will be no obligation to indemnify in the following cases:
1. Where the cancellation is due to the fact that the number of persons registered for the package travel or tour/activity is less than what is required and thus is communicated in writing to the consumer before the deadline fixed for that purpose in the contract. Unless otherwise stated it will be 10 days before departure.
 2. When the cancellation of the trip, except in cases of excess reserves, is due to force majeure, understood as such circumstances other than those who invoke them, abnormal and unforeseeable, whose consequences could not have been avoided, despite Having acted with due diligence.
 3. When the cancellation or non-completion of the trip is the direct responsibility of the user in situations due to:
 - Delays or no presentation at the time indicated for the start of the trip.
 - Not possessing the necessary and obligatory documentation for the trip and / or destination.
 - Services not voluntarily used by the customer, regardless of the reason for non-use.
 - Voluntary abandonment of all or part of the trip once started.
 - Inadequate behaviour that endangers the group or organizers and forces those responsible to respond with the authority that corresponds to them.
 - Other situations that are caused by the client and outside VE
- f) In the event that, after the departure of the trip, the Organizer does not supply or verify that he can not supply a significant part of the services provided for in the contract, he will adopt the appropriate solutions for the continuation of the organized trip, without any supplement of price for the consumer and, where appropriate, will pay to the latter the amount of the differences between the expected and the supplied services. If the consumer continues the journey with the solutions given by the Organizer, he will be deemed to accept tacitly those proposals.
- g) If the solutions adopted by the Organizer are unfeasible or the consumer does not accept them for reasonable reasons, the organizer shall provide the consumer, at no additional cost, with a means of transport equivalent to that used in the trip to return to the place of departure or any other that both have agreed, without prejudice to the compensation that may be applicable.
- h) In the event of a claim, the retailer or, where appropriate, the organizer must act diligently to find the appropriate solutions.
- i) In no case, anything not included in the package travel contract or tour/activity, (e.g., transportation tickets from the passenger's place of origin to the place of departure of the trip, or vice versa, accommodation reservations in previous days or after the trip, etc ...) will be the responsibility of the Organizer, and there is no obligation to compensate for these possible expenses of independent services in case the trip is cancelled for the causes foreseen in section e).
- j) If the transfers / assistance of the accommodation - airport or vice versa or other similar ones included in the product, are not fulfilled, mainly for causes beyond the transfer responsible and not attributable to the Organizer, it will reimburse the amount of the alternative

transport used by the client in the displacement, upon presentation of the corresponding receipt or invoice.

8. Claims.

The consumer is obliged to notify any breach in the execution of the contract preferably "on the spot" or, in another case, as soon as possible in writing or in any other form in which it is recorded, to the organizer or the retailer and, in its case, to the provider of the service in question.

In the case that the solutions arbitrated by VE are not satisfactory for the consumer, it will have the term of one month from the time the service has finished to claim to VE. After this period, VE does not undertake to accept any claim.

These claims must be addressed by registered letter and with acknowledgment of receipt to the following address: Verdant Experiences (Premium Plans S.L.), C / Bedoya 27 Bajo, Ourense, 32004, Galicia, Spain.

9. Prescription of actions.

However, the provisions of the preceding paragraph, the period of limitation of the rights recognized in Law 21/1995 of July 6, Regulating Package Travel (BOE 7-7-95) shall be two years, as established by the Article 13 of mentioned Law.

10. Responsibility.

10.1. General

The Organizer will respond to the consumer, according to the obligations that correspond to them by their respective area of management of the package travel or tour/activity, of the correct fulfilment of the obligations derived from the contract, regardless of whether they must be performed by themselves or other service providers, and without prejudice to the right of the Organizers and Retailers to act against such service providers. The Organizer declares that it assumes the functions of organization and execution of the trip.

The package travel Organizers and Retailers will be responsible for damages suffered by the consumer as a result of the non-performance or poor performance of the contract. Such liability shall cease when one of the following circumstances occurs:

- 1) That the defects observed in the performance of the contract are attributable to the consumer.
- 2) Those defects are attributable to a third party alien to the supply of the benefits provided for in the contract and are unpredictable or insurmountable.
- 3) That the defects referred to, are due to reasons of force majeure, understood as such circumstances outside the invoking, abnormal and unforeseeable whose consequences could not have been avoided, despite having acted with due diligence. Situations outside VE that may include war or war threats, civil conflicts, terrorist activities, labour disputes, pandemic, natural or man-made disasters, fires, adverse weather conditions, and all similar events beyond our control or of those relevant suppliers.
- 4) That the defects are due to an event that the Retailer or, in his case, the Organizer, despite having put all the necessary diligence could not anticipate or surpass.

However, in cases of exclusion of liability due to any of the circumstances provided for in

numbers 2, 3 and 4, the Organizer and the Retailer who are party to the package travel or tour/activity shall be obliged to provide the necessary assistance to the consumer who is in difficulties.

10.2. Consumer or user

The user declares the suitability of his health condition for the practice of the activities programmed during the execution of the contracted product, exempting VE from any liability derived from any damages and / or damages, originated directly or indirectly by them.

The consumer or user is responsible for informing both VE and restaurants or food suppliers about allergies or intolerances of those who suffer. If the consumer does not do so, any health risks arising from a lack of knowledge about them will be the consumer responsibility.

When the product is organized by third parties and VE is exclusively an intermediary, then VE does not assume any of the responsibilities that are proper to the Organizer for the organization or execution of the product.

10.3. Limits of compensation for damages

As for the limit of compensation for damages resulting from non-performance or poor performance of the benefits included in the package travel or tour/activity, the provisions of the International Conventions on the subject will be complied with.

11. Delimitation of package travel services.

11.1. Air travel. Presentation at the airport.

In air travel, the presentation to the airport will be made with a minimum of an hour and a half before the official departure time, and in any case the specific recommendations indicated in the travel documents provided when signing the contract will be strictly followed.

In the contracting of loose services, it is recommended that the client reconfirm with minimum of 48 hours in advance the departure times of flights.

11.2. Accommodation.

11.2.1. General

The quality and content of the services provided by the accommodation will be determined by the official tourist category, if any, assigned by the competent body of the country. Given the current legislation in this respect, which establishes only the existence of single and double rooms allowing in some of these can be enabled a third bed, it will always be estimated that the use of the third bed is made with the knowledge and consent of the people which occupy the room. This tacit estimate derives from the fact that they were warned in advance and that the room is reflected as a triple in all forms of reservations made available to the consumer by paying the advance on the contract and the tickets and / or travel documentation is delivered simultaneously to the signature of it. Also, in cases of double rooms for use up to four people, with four beds, when so specified in the program / brochure offer.

The usual check in and check out for hotels is based on the first and last service that the user is going to use. As a general rule and unless expressly agreed otherwise in the contract, rooms can be used from 2 pm on the day of arrival and must be vacated before 12 noon on the day of

departure.

When the contracted service does not include the permanent accompaniment of a guide and in the event that the user foresees his arrival at the reserved hotel at dates or times other than those mentioned, it is advisable, in order to avoid problems and misinterpretations, notify as soon as possible to VE, or to the accommodation directly.

The accommodation service will mean that the room will be available on the corresponding night, being understood to be provided regardless of the circumstances of the package travel, the time of entry into the room occurs later than originally planned.

11.2.2. Supplementary Services

When users request supplementary services (e.g. sea view room, etc.) that can not be definitively confirmed by VE, the user may choose to permanently withdraw the requested supplementary service or keep their request pending for such services to finally be rendered.

In the event that the parties have agreed to prepay the additional services that can not be finally provided, the amount paid will be refunded by VE immediately upon withdrawal of the service by the consumer or upon return of the trip, according to the user has opted for the withdrawal in the provision of the requested supplementary service or has maintained the request.

11.3. Transport

The type of transport may vary depending on the number of participants and the activities and characteristics of each zone. Also, in the description of each tour it is indicated which characteristics each means of transport has, understanding that something does not have it if nothing is indicated. In all the above cases the design, structure, comfort and safety of the means of transport may not be adapted to the norms and standards of your country, but to those that are specific to the destination country of the trip.

12. Passports, visas and documentation.

All users, without exception (including children), must keep their personal and family documents in order, be it passport or ID. According to the laws of the country or countries visited. It will be on account of the same when the trips so require the obtaining of visas, passports, certificates of vaccination, etc. Should any visa be refused by an Authority, due to particular causes of the user, or denied entry into the country due to lack of requisites, or by defect in the required documentation, or because it is not a carrier of the same, VE declines all responsibility for acts of this nature, being on account of the consumer any expense that arises, applying in these circumstances the conditions and rules established for the cases of voluntary withdrawal of services. It is also recalled that all users, especially those with a nationality other than Spanish, must be assured before starting the journey that they have complied with all visa requirements and requirements in order to be able to enter without any problems all the countries that are going to be visited. Children under the age of 18 must have written permission signed by their parents or guardians, in anticipation that it may be requested by any authority.

13. Insurance

We require that each consumer or users of our products obtain the adequate travel and medical insurance coverage that extends to Spain before making use of our products. VE will not be responsible for expenses incurred due to lack of adequate insurance by the consumer.

13.1. Inclusion insurance

It is included by default in all products whose technical organization has been performed by VE, a basic insurance with the following conditions:

Services provided	Limits
Medical and health care in Spain	601,01 €
Medical and health care in Europe and Mediterranean coastal countries, Gibraltar and Jordan.	901,52 €
Repatriation or transport of wounded and / or sick	UNLIMITED
Repatriation or transport of two companions	INCLUDED
Repatriation or transport of deceased insured	UNLIMITED
Baggage theft and damage	30,05 €
Transmission of urgent messages	UNLIMITED

13.2. Optional insurance

VE offers additional insurance that can be added to your contract in case you want to improve the basic insurance coverage we offer by default. These optional insurances are not included in the prices shown on the website or in advertising and will incur an additional cost.

14. Information that VE must provide to the consumer.

The consumer is informed that at the time of contract formalization, he / she should receive from VE the pertinent information on the specific documentation necessary for the chosen trip, as well as advice on the optional subscription of an insurance covering the cancellation expenses and / or of an insurance of assistance that covers the expenses of repatriation in case of accident, illness or death; and information of probable risks implicit to the destination of the hired trip, in compliance with the General Law of Defense of Consumers and Users.

15. Other additional information.

15.1. Luggage

For all purposes and in terms of ground transportation, it is understood that the user's luggage and other personal belongings are kept with them, regardless of the part of the vehicle in which they are placed, and that is transported at the user's risk. It is recommended that users be present in all handling of loading and unloading of luggage. As far as the air, rail, sea or fluvial transport of luggage, the conditions of the transport companies are applicable, being the passage ticket the binding document between the mentioned companies and the passenger. In the event of suffering damage or misplaced the consumer must submit, at the time, the appropriate claim to the Transport Company. VE undertakes to provide timely assistance to customers who may be affected by any of these circumstances.

15.2. Information and acceptance of measures against COVID-19

The situation in relation to COVID-19 may produce alterations in the products already booked or that are being promoted on the web, derived from regulatory changes or restrictions due to the evolution of the disease.

Before booking any product, the client must read and accept the measures that VE is applying. These measures can be found on our website: <https://www.excursionibeirasacra.com/covid-19> and it will be necessary to accept them before booking any product.

In the event of having a booking and there are subsequent alterations related to the COVID-19, the client will be duly informed of said changes. In case of not agreeing with the changes, the client will have the right to cancel or change the date of the reservation without any penalty.

The company reserves the right of admission in the event that the client does not comply with the rules and recommendations issued by the company, its staff and its collaborators in relation to COVID-19, thus putting at risk both the rest of the group and the staff involved in the development of services. In this case, the client will not be entitled to any compensation and any travel costs incurred after leaving the activity will be paid by the client himself.

16. People with reduced mobility.

People with reduced mobility, before requesting the reservation, must inform VE of such situation, in order to assess the possibility and feasibility of hiring the trip according to the characteristics of the same.

In accordance with EC Regulation 1107/2006, a person with reduced mobility is defined as any person whose mobility to participate in the trip is reduced due to physical disability (sensory or locomotive, permanent or temporary), disability or intellectual disability, or any other cause of disability, or by age, and whose situation requires adequate attention and adaptation to their particular needs of the service made available to other participants in the trip.

17. Rights to capture images and / or videos

VE can take images and / or videotape when required during the duration of its trips and organized activities in order to carry out a photographic report of the corresponding trip or activity as part of the contracted services and in case of granting permission, for its use for its own commercial purposes.

Every participant in the activity that has granted explicit permission, acknowledges having read and understood these conditions and acknowledges the authorization of such images for use for advertising purposes by VE.

Any participant who does not wish to appear in an image taken within the scope of the organization of the activity, may communicate it prior to the beginning of the same to the organizer, consequently refraining from posing during the development of the activity.

The organizer is exempted from the breach by the participant of the conditions described above.

18. Ignorance of the general conditions

The contracting of products of VE implies the acceptance of the present conditions. Ignorance of the same does not exempt the participant from compliance.

19. Applicable law and jurisdiction

For the resolution of all disputes or issues related to the activity of VE will be applicable the Spanish legislation, to which the parties expressly submit, being competent for the resolution of all disputes arising or related to their use the Courts and Tribunals of Ourense (Spain).

20. Final provision and validity

In case of any contradiction between the general conditions and the particular conditions of some product or service, the particular conditions in those sections will always apply.

VE reserves the right to modify partially or totally the content of these general conditions.

The validity of the current conditions is from June 15, 2020 until updating them.