

TERMS & CONDITIONS

Pursuant to current law, particularly the Spanish Law 21/95 on Package Travel (Ley 21/95 reguladora de los viajes combinados), this document along with the voucher(s)/ticket(s) numbered herein and all other documentation referred to herein form the package travel contract, in accordance with the following -

1. The following information on the vouchers/ticket or in the rest of the travel documentation or in the brochure that originated the offer forms part of this contract: That of the principal contracting party, the Organising Agency, the Retail/Selling Agency, departure and return date(s), departure and return time(s), type of room and board, price, duties, fees and taxes, travel description, destination(s), requirements and place of presentation for departure, itinerary, means of transport, the class or category of this transport and timetables and layovers. Also arrival date(s), approximate arrival time(s), accommodation(s), their type, situation, category/classification and characteristics, days of stay and number of meals to be served, travel insurance or other insurance, specifying whether or not they are included in the package price. The following information is optional: Other tourism services not ancillary to the package travel, if there are any, required minimum number of participants for the trip to go forward and deadline, information specifying the documentation passengers need (passport, ID, visa, vaccines) and special travel conditions for minors.

2. The General Conditions included in the brochure that originated the offer in this package travel contract shall apply for all matters related to booking and reimbursements, apartment, hotel and food services, other tourism services not ancillary to the package, baggage, documentation, reservation confirmation deadlines, cancellations and assignments, specifying the penalties and conditions, price revisions, contract modifications, early termination of contract or trip cancellation, consequences of non-provision of services and statute of limitations and liability. Notwithstanding, the following points shall be emphasised:

- a. Prices are calculated based on exchange rates, transportation rates, fuel and fees as of the date indicated in the Organising Agency's General Conditions. Any change to the above mentioned price may be charged to the customer up to 20 days prior to the departure date.
- b. Pursuant to current law, consumers are required to notify the service provider involved and the Agency of any non performance related to the execution of the services in a reliable manner and as quickly as possible, preferably "in situ" or, in any case, within 48 hours.
- c. Reservation assignment requests by consumers will be subject to the rules for the type of trip involved as established in the General Conditions in the brochure or travel description included in it.
- d. The payment method shall be the one indicated in the General Conditions in the brochure or those expressly and irrefutably agreed upon with the Selling Agency

3. The details of the local representative of the Organising Agency are included in the travel documentation

4. For any issue related to medical assistance or any other insurance coverage, if this exists, customers must directly contact the Insurance Company at the phone number listed in the travel documentation. If no insurance contract has been signed or if this is not included in the price, the customer shall assume all liability resulting from this.

5. Signing this document implies that the customer is in possession of the voucher(s)/ticket(s) forming the contract as well as the brochure that originated the offer of this package travel contract, the General Conditions of the contract and all other documentation cited and that the customer has been given all the information on the trip – and about the risks of said trip – as required by the Law to ensure that he/she is aware of and understands all matters related to this package travel contract and freely accepts it, undertaking to comply with each and every one of the resulting obligations.

6. The undersigned, as the principal contracting party, declares his/her capacity to sign on behalf of all the other contracting parties and/or beneficiaries of the trip listed under the same reservation locator.

CLAUSES AND GENERAL CONDITIONS

RESERVATIONS

A minimum deposit of £100 per person is required within 7 days after booking; otherwise, the reservation will be automatically cancelled. The final payment shall be made a maximum of 30 days before the departure date. Any reservation made less than 30 days prior to the departure date must be paid in full.

CANCELLATION COSTS

The costs applicable to any pre-departure cancellation plus the penalties established by the law in virtue of which the customer shall pay the processing fees, cancellation fees, if there are any, and a penalty of 5% of the total amount of the travel package if cancelled more than ten and less than fifteen days before the travel start date, 15% between days three and ten, and 25% within the forty-eight hours prior to departure, are as follows:

If the consumer or user does not show for departure, he/she must pay the total amount of the trip by clearing, when appropriate, all pending amounts.

TERMS & CONDITIONS

NOTES

1. All cancellations must be communicated in writing to PROMETOUR España, S.L.
2. No amounts will be reimbursed for services that are cancelled or not used after departure.
3. The day of departure is not included in the above-described cancellation periods.

CHANGES TO RESERVATIONS

The principal contracting party or beneficiary may assign the package travel reservation free of cost to a person that meets all the conditions required for the trip. The assignment must be communicated in writing to the retailer, or when appropriate, to the organiser at least 15 days prior to the travel start date, unless a shorter period is agreed in the contract.

The person assigning the reservation for the package travel and the assignee shall be jointly liable to the retailer or, when appropriate, the organiser that is party to the contract for the payment of the balance as well as any additional justified costs that this assignment may cause.

PRICES

Prices are expressed in the currency of the pound sterling (£) unless otherwise indicated.

INCREASE IN FIXED PRICES

The prices established in the contract may not be revised unless the contract explicitly establishes the possibility of either a price increase or decrease; for this purpose, the exact calculation methods shall be defined. The revision will only take place in order to include price variations in transportation, including the cost of fuel, fees and taxes related to certain services and the exchange rates applied to the organised travel.

Any price increase during the 20 days immediately before the travel departure date shall be void.

MODIFICATION OF FIXED PRICES

If, before departure, the organiser is forced to significantly modify any essential element of the contract, consumers and users must be immediately informed.

In such a case and, unless the parties agree otherwise, in the individually negotiated clauses, consumers and users may choose between terminating the contract early, free of penalty, or accepting a modification to the contract specifying the variations made and the impact on the price.

Consumers and users must communicate their decision to the retailer or, when appropriate, the organiser within three days following notification of the modification.

If consumers and users do not notify their decision under the terms indicated, it will be understood that they choose to terminate the contract early free of penalty.

AIR TRANSPORT

Prices may not vary without prior notice, and always in accordance with the chapter on price revisions.

LIABILITY

Package travel organisers and retailers shall be liable to consumers and users for proper compliance with the obligations under the contract up to their corresponding obligations due to their respective scope of package travel management, regardless of whether they themselves or other organisations and retailers must fulfil these obligations if action is taken against any of the service providers.

Liability towards consumers shall be jointly shared among all organisers or retailers that are party to the contract regardless of their class and the relationships that exist among them, without prejudice to the law on repetition.

Furthermore, package travel organisers and retailers shall be liable for any damages suffered by consumers and users as a result of non performance or poor performance of the contract, except in the circumstances outlined in Spanish Royal Legislative Decree 1/2007 of 16 November (Real Decreto Legislativo 1/2007 de 16 de noviembre) approving the rewritten text of the Spanish General Consumer and User Defence Law (Ley General para la Defensa de los Consumidores y Usuarios) and other complementary laws, art. 162.2, letters a) b) c) and d).

PROMETOUR ESPAÑA, S.L. Travel Agency

License No.: C.I. AN - 29647-2

C.I.F: B-92205723

C/ San Lorenzo, 23 1ªA-C, 29001 Málaga (Spain)

Customer Service Phone Number: (0034) 902 884 269