

## GENERAL CONDITIONS TRAVEL AGREEMENT

### Door To Door Travel & Tours

**DOOR TO DOOR GRANADA TRAVEL S.L.** (hereinafter “**DOOR TO DOOR TRAVEL**”) with NIF: B19641711 and registered office at Mesones Street-Plaza Cauchiles 4, 18001 Granada. Registered as a **Wholesale-Retail Travel Agency** in the Autonomous Community of Andalusia with RTA No.: AV/GR/00693 and C.I.AN-186924-3. Registered in the Mercantile Registry No. 4 of Granada, Volume 1632, Book 0, Folio 69, Sheet GR-50287 and Inscription 1st.

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## GENERAL CONDITIONS OF THE PACKAGE TRAVEL CONTRACT

### A) Contracting the package tour

#### 1.Pre-contractual information

1. Before the traveler is bound by any package travel contract or corresponding offer, the Organizing Agency or, where appropriate, the retail agency, will deliver to the traveler the standardized information form for package travel contracts, as well as the rest of the characteristics and information of the trip in accordance with the provisions of current legislation.
2. Persons with reduced mobility who wish to receive precise information on the suitability of the trip according to their special needs, in order to assess the possibility and feasibility of contracting the trip according to the characteristics of the trip, must inform the organizing agency or, where appropriate, the retail agency, such a situation so that they can be provided with information for this purpose. According to the provisions of Regulation EC 1107/2006, a person with reduced mobility is understood to mean any person whose mobility to participate in the trip is reduced due to physical disability (sensory or locomotive, permanent or temporary), disability or intellectual impairment, or any other cause of disability, or due to age, and whose situation requires adequate attention and adaptation to their particular needs of the service made available to others. participants in the trip.
3. The pre-contractual information provided to the traveler in accordance with paragraphs a), c), d), e) and g) of article 153.1 of Royal Legislative Decree 1/2007, will form an integral part of the combined travel contract and will not be modified unless the travel agency and the traveler expressly agree to it. The organising agency and, where appropriate, the retail agency, before the package travel contract is concluded, shall communicate to the traveller in a clear, understandable and prominent manner, all changes to the pre-contractual information.

## **2. Information on provisions applicable to passports, visas and vaccinations**

1. The agency has the duty to inform about the health formalities necessary for the trip and stay, as well as about the conditions applicable to travelers in terms of passports and visas, including the approximate time for obtaining visas, and will be responsible for the correction of the information it provides.
2. The traveller must obtain the necessary documentation to make the trip, including the passport and visas and that referring to health formalities. All damages that may arise from the lack of such documentation will be at your expense, and in particular, the expenses incurred by the interruption of the trip and its eventual repatriation.
3. If the agency accepts the traveler's request to process the necessary visas for any of the destinations provided for in the itinerary, it may demand the collection of the cost of the visa, as well as the management costs for the procedures that must be carried out before the corresponding diplomatic or consular representation. In this case, the agency will be liable for the damages that are attributable to it.

## **3. Reservation request**

1. The traveller who wishes to book a package travel makes a "booking request". After this request, the retail agency or, where appropriate, the organizing agency, undertakes to take the appropriate steps to obtain the confirmation of the reservation.
2. If the traveller requests the preparation of a proposal for a tailor-made package, the agency may require the payment of an amount for the preparation of the project. If the traveler accepts the package offer prepared by the agency, the sum delivered will be charged to the price of the trip.
3. If the agency has agreed to manage the reservation, it will be responsible for any technical errors that occur in the reservation system that are attributable to it and for the errors made during the reservation process.
4. The agency will not be responsible for booking errors attributable to the traveler or caused by unavoidable and extraordinary circumstances.

## **4. Confirmation of the reservation**

The perfection of the package travel contract occurs with the confirmation of the reservation. From that moment the combined travel contract is mandatory for both parties.

## **5. Payment schedule**

1. Travellers will be duly informed of the payment schedule together with the rest of the pre-contractual information.
2. If the traveler does not comply with the payment schedule, the agency may terminate the contract and apply the rules established for the resolution of the trip by the traveler before the departure provided for in Clause 13.
3. At the time of confirmation of the reservation, the consumer must pay 40 % of the price of the package, unless a different amount is established in the package travel contract.
4. Payment of the remaining price must be made no later than 14 days before departure, unless a different payment schedule is established in the package travel contract.

## **B) Rules applicable to package travel benefits**

### **6. Benefits**

The services that make up the package travel contract result from the information provided to the consumer in the pre-contractual information and will not be modified unless the travel agency and the traveler expressly agree as provided for in Clause 1.3.

In advance of the start of the trip, the travel agency will provide the traveler with the receipts, vouchers and tickets necessary for the provision of services.

### **7. Accommodation**

1. Unless otherwise indicated in the pre-contractual information or in the particular conditions of the contract:
2. a) In relation to those countries in which there is an official classification of hotel establishments or any other type of accommodation, the brochure includes the tourist classification that is granted in the corresponding country.
3. b) The occupancy schedule of the rooms depends on the rules established in each country and accommodation.
4. c) Triple or quadruple rooms or cabins are generally double rooms to which one or two beds are added, which are usually a sofa bed or a folding table, except in certain establishments where two larger beds are used instead of additional beds.

## **8. Transport**

1. The traveler must present himself at the place indicated for departure with the advance indicated by the travel agency.
2. Loss or damage that occurs in connection with carry-on baggage or other objects that the traveler carries with him will be of his exclusive account and risk while in the custody of the traveler.

## **9. Modification of the contract**

1. As a general rule, full board includes continental breakfast, lunch, dinner and accommodation. Half board, unless otherwise indicated, includes continental breakfast, dinner and accommodation. As a rule, such meals do not include beverages.
2. Special diets (vegetarian or special regimes) are only guaranteed if this is included in the special needs accepted by the organizer in the package travel contract.
3. The presence of pets will only be accepted if this is stated in the special needs accepted by the organizer in the package travel contract.

## **C) Rights and obligations of the parties before the start of the trip**

### **10. Modification of the contract**

1. The organising agency may only amend the clauses of the contract before the start of the journey if the change is negligible and the organising agency itself or, where appropriate, the retail agency, informs the traveller of such change on a durable medium in a clear, understandable and prominent manner.
2. If, before the start of the trip, the organizing agency is forced to make substantial changes to any of the main characteristics of the travel services or is unable to comply with any special requirement of the previously accepted traveler, the organizing agency or, where appropriate, the retail agency will inform the traveler without delay, in a clear, comprehensible and prominent form, on a durable medium and the communication must contain:
  - The proposed substantial modifications and, if applicable, their impact on the price;
  - A reasonable period for the traveller to inform of his/her decision;
  - The indication that if the traveler does not communicate the decision within the indicated period it will be understood that he rejects the substantial modification and that, therefore, he chooses to terminate the contract without any penalty; and
  - If the agency can offer it, the substitute package offered and its price.

The traveler may choose between accepting the proposed modification or terminating the contract without penalty. If the traveller chooses to terminate the contract, he/she may accept a substitute package which, where appropriate, is offered by the organising agency or the retail agency.

Such substitute journey shall, if possible, be of equivalent or higher quality. If the modification of the contract or the substitute trip results in a trip of lower quality or cost, the traveller is entitled to an appropriate price reduction.

In the event that the traveller chooses to terminate the contract without penalty or does not accept the substitute package offered, the organising agency or, where appropriate, the retail agency, will refund all payments made for the trip, within a period not exceeding fourteen calendar days from the date of termination of the contract. For these purposes, the provisions of paragraphs 2 to 6 of Clause 22 shall apply.

## **11. Price Review**

1. Prices may only be increased by the agency up to 20 calendar days prior to departure. In addition, this increase can only be carried out to adjust the amount of the price of the trip to the variations:

- a) Of the currency exchange rates applicable to the organized trip.
- b) The price of passenger transport derived from fuel or other forms of energy.
- c) The level of taxes or fees on travel services included in the contract, required by third parties who are not directly involved in the execution of the combined trip, including fees, taxes and tourist surcharges, landing and embarkation or disembarkation at ports and airports.

2. The contract shall indicate the date on which the concepts set out in the preceding paragraph have been calculated so that the traveller is aware of the reference for calculating price revisions.

3. The organising agency or, where applicable, the retail agency shall notify the traveller of the increase, in a clear and comprehensible manner, with a justification for this increase and shall provide the traveller with its calculation in lasting support no later than 20 days before the start of the journey.

4. Only in the event that the price increase implies an increase of more than 8% of the price of the trip, the traveler may terminate the contract without penalty. In such a case, the provisions of Clause 10 shall apply.

5. The traveller shall be entitled to a reduction in the price of the journey due to variations in the concepts detailed in paragraphs a), b) and c) of Clause 11.1. In such cases, the organising agency and, where appropriate, the retail agency, shall deduct from such price reduction the actual administrative costs of reimbursement to the traveller.

## **12. Transfer of the reservation**

1. The traveller may transfer his booking to a person who meets all the conditions required, in the package travel brochure, programme or offer and in the contract, to carry out the package.
2. The transfer must be communicated, on a durable medium, to the organizing agency or, where appropriate, to the retail agency, at least 7 calendar days before the start date of the trip, which may only pass on to the traveler the costs actually incurred due to the assignment.
3. In any case, the traveler and the person to whom the reservation has been transferred are jointly and severally liable to the agency for the payment of the rest of the price, as well as for any commission, surcharge and other additional costs that the transfer may have caused.

## **13. Resolution of the trip by the traveler before the departure of the trip**

1. The traveller may terminate the contract at any time prior to the start of the journey and in such a case, the organising agency or, where appropriate, the retail agency, may require him to pay a penalty that is adequate and justifiable. The contract may specify a reasonable standard penalty based on the time of termination of the contract with respect to the start of the journey and on the cost savings and expected revenues from the alternative use of the travel services. If the contract does not provide for a standard penalty, the amount of the penalty for termination shall be equal to the price of the package less the cost savings and revenues derived from the alternative use of the travel services. Therefore, in such cases, the organizing agency or, where appropriate, the retail agency, will reimburse any payment that would have been made for the combined trip, less the corresponding penalty.
2. However, if there are unavoidable and extraordinary circumstances at the destination or in the vicinity that significantly affect the execution of the trip or the transport of passengers to the place of destination, the passenger may terminate the contract before its start without penalty and with the right to reimbursement of all payments on account of the trip he has made. Such refunds or refunds will be made to the traveler, discounting the corresponding penalty in the case of section 1 above, within a period not exceeding 14 calendar days after the termination of the package travel contract.

## **14. Cancellation of travel by the organizer before the departure of the trip**

If the organizing agency cancels the contract for reasons not attributable to the traveler, it must refund all the payments made by the traveler within a period not exceeding 14 calendar days from the termination of the contract. The organizing agency will not be responsible for paying any additional compensation to the traveler if the cancellation is due to:

- a) The number of persons registered for the package is less than the minimum number specified in the contract and the organising agency, or where applicable, the retail agency, notifies the traveller of the cancellation within the time limit set therein, which shall be at the latest:
  - or 20 days before the start in case of trips of more than 6 days duration.
  - or 7 days on trips of between 2 and 6 days.
  - or 48 hours on trips of less than 2 days.
- b) The organizer is unable to perform the contract due to unavoidable and extraordinary circumstances and the traveler is notified of the cancellation without undue delay before the start of the package

### **15. Withdrawal before the start of the trip in contracts concluded outside the establishment**

In the case of contracts concluded outside the establishment (understood as those defined in article 92.2 of Royal Legislative Decree 1/2007), the traveler may withdraw from the contracted trip for any reason and without penalty, with the right to a refund of the price paid for the trip, within 14 days following the conclusion of the contract.

## **D) Rights and obligations of the parties after the start of the trip**

### **16. Duty of communication any lack of conformity of contracts**

If the traveller observes that any of the services included in the trip is not performed in accordance with the contract, the traveller shall report the lack of conformity to the organising agency or, where applicable, to the retail agency without undue delay, taking into account the circumstances of the case. It is understood as lack of conformity, the non-execution or incorrect execution of the travel services included in a package travel contract.

### **17. Remedy any lack of conformity of the contract and non-provision, as agreed in the contract, of a significant part of the travel services**

1. If any of the services included in the trip is not performed in accordance with the contract, the organising agency and, where applicable, the retail agency, shall remedy the lack of conformity, except if it is impossible or has a disproportionate cost, taking into account the seriousness of the lack of conformity and the value of the travel services concerned. In the event that the lack of conformity is not remedied, the provisions of Clause 22 shall apply.
2. If none of the above exceptions is met and a lack of conformity is not remedied within a reasonable period established by the traveler or the agency refuses to correct it or requires an immediate solution, the traveler himself may do so and request reimbursement of the expenses necessary for this purpose.

1. Where a significant proportion of the services of the journey cannot be provided as agreed in the contract, the organising agency or, where applicable, the retail agency shall offer at no additional cost alternative formulas suitable for the normal continuation of the journey and, also, when the return of the traveller to the place of departure is not carried out as agreed. Such alternative formulas, if possible, shall be of equivalent or higher quality and if they are of lower quality, the organising agency or, where appropriate, the retail agency shall apply an appropriate price reduction. The traveler may only refuse the alternatives offered if they are not comparable to what was agreed in the package or if the price reduction is inadequate.
2. If it is not possible to find alternative travel formulas or the traveller refuses because they are not comparable to what was agreed on the trip or because the price reduction offered is inadequate, the traveller shall be entitled to both a price reduction and compensation for damages, without the combined travel contract being terminated, in accordance with Clause 22.
3. In the cases detailed in paragraphs 4 and 5 above, if the package includes the carriage of passengers, the organising agency and, where applicable, the retail agency shall also be obliged to offer repatriation to the passenger in equivalent transport without undue delay and at no additional cost.
4. In the cases detailed in paragraphs 4 and 5 above, if the package includes the carriage of passengers, the organising agency and, where applicable, the retail agency shall also be obliged to offer repatriation to the passenger in equivalent transport without undue delay and at no additional cost.

## **18. Impossibility of guaranteeing return as provided for in the contract due to unavoidable and extraordinary circumstances.**

1. If it is impossible to guarantee the return of the traveller as provided for in the contract due to unavoidable and extraordinary circumstances, the organising agency or, where appropriate, the retail agency, shall bear the cost of the accommodation as necessary, if possible of equivalent category, for a period not exceeding three nights per traveller, unless in
2. European passenger rights legislation establishes a different period.
3. The cost limitation established in the previous section will not be applicable to people with disabilities or reduced mobility (as defined in Clause 1.2 above) or to their companions, pregnant women, unaccompanied minors, nor to people in need of specific medical assistance, if their particular needs have been participated in the organizing agency or, where applicable, to the retail agency, at least 48 hours before the start of the trip.



## **19. Duty of collaboration of the consumer to the normal development of the trip.**

The traveller must follow the instructions provided by the organising agency, the retailer or their local representatives for the proper execution of the trip, as well as the regulations that are generally applicable to users of the services included in the package. In particular, on group trips he will keep due respect for the other participants and will observe conduct that does not prejudice the normal development of the trip.

## **20. Agency Duty of Care**

1. The organising agency and, where appropriate, the retail agency, are obliged to provide adequate assistance without undue delay to the traveller in difficulty, especially in the case of extraordinary and unavoidable circumstances.

2. In particular, such assistance should consist of:

- a) Provision of adequate information on health services, local authorities and consular assistance; and
- b) Assistance to the traveller in establishing distance communications and assistance in finding alternative formulas.

3. If the difficulty has arisen intentionally or through the negligence of the traveller, the organising agency and, where appropriate, the retail agency, may invoice a reasonable surcharge for such assistance to the traveller. This surcharge may not exceed the actual costs incurred by the agency.

## **E) Contractual liability for defective performance or non-compliance**

### **21. Liability of travel agencies**

1. The organising agency and the retail agency shall be liable to the traveller for the correct performance of the travel services included in the contract on the basis of the obligations incumbent on them by their scope of management of the package, regardless of whether these services must be performed by themselves or by other providers.

2. The organising agency and the retail agency shall be liable towards the traveller whether they themselves perform the services included in the package or if they are performed by their assistants or other service their assistants or other service providers.
  
3. Failure by the retail agency to deal with the complaint will mean that shall be jointly and severally liable with the organising agency with respect to the traveller for the correct fulfilment of the obligations of the package travel that correspond to the organising organising travel agency due to its scope of management. In the same way, the lack of management of the claim on the part of the organising agency will mean that it will have to jointly and severally liable with the retail agency to the traveller for the correct fulfilment of the fulfilment of the obligations of the package travel that correspond to the retail agency for its agency due to its scope of management.  
In these cases, it will be the responsibility of the retail agency or the organising agency, in its case, the burden of proof that it has acted diligently in the management of the complaint and, in any case, that it has and, in any case, that it has initiated the handling of the complaint immediately upon receipt.  
immediately upon receipt.
  
4. The travel agent who is jointly and severally liable to the traveller for the failure to handling of the complaint shall have the right of recourse against the organising agency or the retail agency to which the non-compliance organising agency or the retail agency to which the non-fulfilment or defective fulfilment of the contract can be attributed defective fulfilment of the contract in accordance with their respective scope of management of the package.
  
5. Where an organising agency or a retail agency pays compensation, according to its scope of management of the package. compensation, according to its scope of management, grants a price reduction or fulfils other obligations imposed by the fulfils the other obligations imposed by this law, it may seek compensation from third parties who have contributed to the third parties who have contributed to the occurrence of the event which gave rise to the compensation, price reduction or other compensation, price reduction or the fulfilment of other obligations.

## **22. Right to price reduction, indemnity and limitations.**

1. The traveller shall be entitled to an appropriate price reduction for any period during which there has been a lack of conformity.
2. The traveller shall be entitled to receive adequate compensation from the organiser or, where applicable, the retailer for any damage or injury suffered as a result of any lack of conformity with the contract.
3. The traveller shall not be entitled to compensation for damages if the organiser or, where applicable, the retailer, proves that the lack of conformity is:
  - a) Attributable to the traveller;
  - b) Attributable to a third party outside the provision of the contracted services and unforeseeable or unavoidable; or
  - c) Due to unavoidable and extraordinary circumstances.
4. Where the services of the package travel contract are governed by international agreements, limitations on the scope or conditions for payment of compensation by the service providers included in the journey shall apply to the organising agencies and retail agencies.
5. Where the services of the package travel contract are not governed by international agreements: (i) the compensation payable to the agency for bodily harm or damage caused intentionally or negligently may not be contractually limited; and (ii) the rest of the indemnities that the agencies may have to pay will be limited to three times the total price of the package.
6. The compensation or price reduction granted under Royal Legislative Decree 1/2007 and that granted under the international regulations and conventions listed in article 165.5 of the same Royal Legislative Decree 1/2007, will be deducted from each other in order to avoid excess compensation.

## **F) Claims and actions arising from the contract**

### **23. Applicable Law**

This package travel contract is governed by what has been agreed between the parties and by the provisions of these general conditions, in the current and applicable regional regulations, as well as by the provisions of Royal Legislative Decree 1/2007, of November 16, which approves the revised text of the General Law for the defense of consumers and users and other complementary laws.

## **24. Complaints to the agency**

1. Without prejudice to the legal actions that assist him, the traveler may make written claims for the non-execution or deficient execution of the contract before the retail agency and / or the retail organizing agency retailer and / or organizer to the postal addresses and / or email addresses informed by the travel agencies for this purpose.
2. Within a maximum period of 30 days, the agency must respond in writing to the complaints made.

## **25. Alternative Dispute Resolution**

1. At any time, the consumer and the agency may seek the mediation of the competent administration or the bodies set up for this purpose in order to find for themselves a solution to the dispute that is satisfactory to both parties.
2. The consumer may address his claims to the competent Consumer Arbitration Board. The dispute may be submitted to arbitration if the agency complained of has previously adhered to the consumer arbitration system (in which case the agency will duly notify the consumer of it) or, if the agency despite not being adhered accepts the
3. consumer arbitration request. Claims involving consumer arbitration may not be the subject of consumer arbitration
4. intoxication, injury, death or there are reasonable indications of crime. In the event of consumer arbitration, the award rendered by the arbitral tribunal appointed by the Consumer Arbitration Board shall resolve the claim submitted definitively and shall be binding on both parties.
5. If the organizing agency and/or, where appropriate, the retail agency, are adhering to an alternative dispute resolution system or are obliged to do so by any rule or code of conduct, they will inform the traveler of this circumstance before the
6. formalization of the combined travel contract.

## **26. Legal actions**

1. If the dispute is not submitted to consumer arbitration, the traveler may claim in court.
2. Legal actions arising from the package travel contract are time-barred for the expiry of the two-year period.