

1. GENERAL

These booking terms and conditions establish your contract with To the core of things s.l.u under the license number CV-m-1789-A, who works under the commercial name “Viajes al corazón del pueblo” with C.I.F.: B-54820444, with legal residence at: Avenida Augusta 39, bloque 1, esc. 2, 1º5; E-03730 Xàbia (Alicante); complies with legal, financial and insurance requirements under Spanish law and travel agencies regulations. Throughout these booking conditions, **To the core of things s.l.u** is referred to as 'the agency, 'us', 'we' or 'our'. The person making the booking is considered by the Travels to be the party leader, and is referred to as 'you' throughout these booking conditions. The party leader must be at least 18 years old and not of unsound mind and is deemed to be capable of entering into contract. We assume that the party leader is or you are authorised to make a booking with us by and on behalf of all persons named on the booking.

2. HOLIDAYS

By this contract YOU and To the core of things s.l.u sign an agreement for enjoying one of the products offered by To the Core of things s.l.u., the agency is organising in la Vall de Gallinera. The party leader agrees on behalf of all persons detailed on the booking that he has read these terms and conditions and has the authority to and does agree to be bound by them. You agree that the act of paying a deposit and/or full payment of the booked holidays implies that you have read and accepted this terms and conditions. Specific published details governing the excursions, activities included, itineraries, dates and prices are part of this contract.

2. DEPOSIT AND BALANCE OF PAYMENT

2.1 This contract shall come into effect between you and us upon receipt by us of the relevant deposit or, in the case of day trips and/or late booking, upon receipt of full payment of the holiday.

2.2 **FOR DAY TRIPS:** Full payment shall be received at the moment of booking. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 4 below will be payable.

2.3 **FOR HOLIDAYS:** A deposit of 25% of the full cost of your holiday must be received at least **30 days** in advance of the initial date of every excursion. Full payment shall be received at least **7 days** in advance of the initial date of every excursion. The party leader is responsible for making all payments due to us. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we will send you a written reminder. If you do not pay all payments due in full within 3 days of receiving this reminder, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 4 below will be payable.

2.4 Bookings will be confirmed on receipt of the appropriate deposit or, if appropriate, full payment. Upon receipt of the appropriate payment we will send you written confirmation of your booking, detailing the total cost of your holiday, the amount paid and, where necessary, how much remains to be paid.

2.4 Once the full payment is paid you shall provide the agency with a full list with basic data of the people participating in the excursion (name, surname, age, nationality and email). Upon receipt of the booking list we will send you the final booking confirmation.

3. PRICES

All prices we quote are in EUROS inclusive of our handling fees and VAT and, where published, are correct at the time of publication, and do not include your commission or any additional services that may be required you.

4. IF YOU CANCEL YOUR BOOKING

Any cancellation must be notified to us in writing and will only be effective upon receipt of such written notification. Cancellation Charges:

- Cancellation charge consisting of 5% of the total cost of the booking plus administration expenses¹ if the cancellation is between fifteen and ten days of the holiday starting date. 15% of the total price plus administration expenses between days 3 and 10 and 25% of the total price plus administration expenses in the last 48 hours before the starting date. In the event of not appearing for the holiday, 100% of the cost of the holiday will be due.

We include a 15 minutes courtesy before starting our activities. If **you are not available 15 minutes after the starting time of the activities, the group will leave without you and no show policy will apply (you will not be entitled to any reimbursement).**

5. IF YOU ALTER YOUR BOOKING

If you wish to alter your booking, we will use all our reasonable efforts to assist with your request, however you will be obliged to pay for any additional expenses that are incurred as a result (e.g. cancellation fees payable to services providers and other suppliers). If you decide to change your holiday in any way once it has commenced (e.g.: change strolls or the duration of your stay) we accept no liability for any loss, damage, or additional expense and we cannot guarantee a refund of any costs already paid by you. A change of holiday dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply.

6. IF WE CANCEL YOUR BOOKING

In exceptional circumstances we may find it necessary to cancel your booking and if so, we shall make all reasonable efforts to offer a suitable alternative. If this is not acceptable we will refund your deposit, and any other sum you have paid to us which shall constitute full resettlement.

Please note as well that some of our holidays require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular holiday has not been received, we are entitled to cancel it paying you a full resettlement. We will notify you or your travel agent of cancellation for this reason no later than 10 days before departure.

No compensation will be payable if we cancel as a result of your failure to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time) or if we cancel your holiday because the minimum number of participants required to enable us to run the holiday has not been reached or if the change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday.

¹ Administration expenses= 50€ for Holidays and 10€ for day trips

7. IF WE ALTER YOUR BOOKING

If it is necessary to alter the confirmed itinerary before departure, we shall use all reasonable efforts to notify you as soon as possible and make alternative arrangements. If this is not acceptable we will refund your deposit, and any other sum you have paid to us which shall constitute full resettlement.

8. FORCE MAJEURE

We regret that we cannot accept liability for any loss, damage or additional expense where the booking needs to be altered or cancelled or we are unable to perform our contractual obligations as a result of events of “force majeure”. In these booking conditions “force majeure” means any event which could not have been reasonably foreseen, or the consequences could not have been reasonably avoided, by us or the suppliers of the relevant services in question, even with the exercise of all due care. Such events include natural and man-made disasters, fire, adverse weather conditions and all similar events outside our or the relevant supplier’s control.

In the case of adverse weather conditions that hinder the development of the activities according to the agency, alternative dates would be set by the agency in the following month of the initial starting date of the holiday. In case the adverse conditions stay for more than one month we will cancel the excursion and refund your deposit, and any other sum you have paid to us which shall constitute full resettlement.

9. LIABILITY

We use all reasonable efforts to try and ensure that the vacations offered by us are properly arranged and that the suppliers of the services in the holiday maintain reasonable standards. We accept responsibility to take reasonable care in the organizational aspects of the holiday. However, clients come at their own risk and therefore, we are not liable and cannot be held responsible for actions of property owners, organizers of activities, providers of transport or any other suppliers involved in our holiday. Considering the particular nature of our holidays, while taking part in activities, each participant must comply with the advice and instructions given. We cannot be held responsible for incidents, accidents or personal injury that could result from foolhardy personal initiatives or inadequate physical condition. We are specifically not liable for any events outside of our control or if there has been no default or neglect by us and in no event shall we will be liable for any special, indirect or consequential loss, including loss of profit. We strongly recommend that all clients obtain appropriate travel and personal insurance cover.

10. BEHAVIOUR

Clients are to follow instructions of the hosts provided with by to the core of things at all times. Further, we expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, or to cause a delay or diversion to the services, we are entitled, without prior notice, to immediately terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to any supplier prior to departure from the rural house or

the valley in the case of day trips. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

11. COMPLAINTS

We do not expect and certainly do not want dissatisfied customers, but in the event that you are not entirely satisfied with the service offered, you should notify any complaint to our office as soon as possible. We shall use all reasonable efforts to rectify the complaint as quickly as possible. If the problem cannot be resolved during the holiday period, you should contact us in writing within 14 days of returning from holiday and we will use all reasonable efforts to solve the matter.

13. SPECIAL REQUESTS AND MEDICAL PROBLEMS

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot promise that any request will be met unless we have specifically confirmed this in writing. Confirmation that a special request has been noted or passed onto the supplier or the inclusion of the request on your Booking Confirmation and Invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you or any member of your party has any medical problem or disability or any health or fitness concerns which may affect your holiday or your participation in any activity or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please give us full details before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking. You must also advise us as soon as possible of any change in any disability or medical condition or your health or fitness which may affect your holiday, or which develops after your booking has been confirmed. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking or their health/fitness/disability/medical condition changes/deteriorates, cancel when we become aware of these details. The person not advising about any health/fitness/disability/medical condition will be held responsible for the personal and/or economical loss arising for such a failure to advise.

13. DATA PROTECTION

In compliance with Spanish legislation, TO THE CORE OF THINGS S.L.U informs that the personal information you provide will be integrated into the file "Active Travel" used to manage the registered users of our services and manage the services offered to them. Similarly, your data will be processed in order to pass on relevant information and offers provided by this travel agency by postal mail and, unless otherwise indicated, via email. You may exercise your rights of access, rectification, cancellation and opposition and withdraw your consent for any of the treatments described above by contacting TO THE CORE OF THINGS S.L.U. at the given address.

14. LAW AND JURISDICTION

These conditions and terms of contract and all matters arising therefore, are subject to Spanish Law and to the exclusive jurisdiction of the Spanish courts of Alicante.