

# GENERAL TERMS AND CONDITIONS

## General Conditions of the Combined Travel Contact

### Booking a Combined Trip

#### 1. Pre-contractual Information

1. Before the traveler is bound by any combined travel contract or corresponding offer, the organizing agency or, if applicable, the retail agency will provide the traveler with the standardized information form for combined travel contracts, along with other characteristics and information about the trip, in accordance with the current legislation.
2. Individuals with reduced mobility who wish to receive precise information about the suitability of the trip according to their special needs, to assess the possibility and viability of booking the trip based on its characteristics, must inform the organizing agency or, if applicable, the retail agency of their situation so that information can be provided for that purpose.
3. According to Regulation EC 1107/2006, a person with reduced mobility is understood to be any person whose mobility to participate in the trip is reduced due to physical disability (sensory or locomotor, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or due to age, and whose condition requires appropriate attention and adaptation of the services provided to other participants in the trip.
4. The pre-contractual information provided to the traveler under sections 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. The organizing agency and, if applicable, the retail agency, before entering into the combined travel contract, will clearly, comprehensively, and prominently communicate any changes to the pre-contractual information to the traveler.

#### 2. Information on Applicable Passport, Visa, and Vaccination Requirements

1. The agency is responsible for informing travelers about the necessary health formalities for travel and stay, as well as the conditions applicable to travelers concerning passports and visas, including the approximate time required to obtain visas, and is liable for the accuracy of the information provided.
2. The traveler must obtain the necessary documentation for the trip, including a passport, visas, and any related health formalities. Any damages resulting from the lack of such documentation will be the traveler's responsibility, especially expenses incurred due to trip interruption and possible repatriation.
3. If the agency accepts the traveler's request to process the necessary visas for any of the destinations in the itinerary, it may charge for the visa costs as well as management fees for processing at the corresponding diplomatic or consular office. In this case, the agency will be liable for any damages attributable to it.

#### 3. Reservation Request

1. The traveler who wishes to book a combined trip makes a "reservation request." After this request, the retail agency or, if applicable, the organizing agency, commits to making appropriate arrangements to confirm the reservation.
2. If the traveler requests the creation of a customized combined travel proposal, the agency may require payment for the project. If the traveler accepts the combined travel offer prepared by the agency, the amount paid will be applied to the trip's price.
3. If the agency agrees to manage the reservation, it will be responsible for technical errors in the reservation system attributable to it and for errors made during the booking process.
4. The agency is not responsible for booking errors attributable to the traveler or caused by unavoidable and extraordinary circumstances.

**4. Reservation Confirmation**  
The combined travel contract is formalized when the reservation is confirmed. From that moment, the combined travel contract is binding for both parties.

#### 5. Payment Schedule

1. At the time of reservation confirmation, the traveler must pay 20% of the combined trip price, unless a different amount is specified in the contract.
2. The remaining balance must be paid no later than 50 days before departure, unless a different payment schedule is specified in the contract.
3. If the traveler does not comply with the payment schedule, the agency may terminate the contract and apply the rules for trip cancellation by the traveler before the scheduled departure in Clause 13.

**b) Rules Applicable to the Services of the Combined Trip**

**6. Services**

The services included in the combined travel contract are based on the pre-contractual information provided to the traveler and will not be modified unless expressly agreed by the travel agency and the traveler, as stipulated in Clause 1.3. Before the trip begins, the travel agency will provide the traveler with the necessary receipts, vouchers, and tickets for the services.

**7. Accommodation**

Unless otherwise indicated in the pre-contractual information or the specific conditions of the contract:

- a) In countries where there is an official classification of hotel establishments or other types of accommodation, the brochure includes the tourist classification assigned in the respective country.
- b) Room occupancy times depend on the regulations established in each country and accommodation.
- c) Triple or quadruple rooms are generally double rooms with one or two additional beds, which are often a sofa bed or a rollaway bed, except in certain establishments where two larger beds are used instead of extra beds. Triple rooms are not guaranteed and are always subject to request and hotel availability.

**8. Transportation**

1. The traveler must present themselves at the designated departure location at the time specified by the travel agency. Failure to do so will result in penalties, as referenced in section 13 of these conditions.
2. Any loss or damage to carry-on luggage or other items that the traveler brings with them will be their sole responsibility and risk while under their custody.

**9. Other Services**

1. Full board generally includes continental breakfast, lunch, dinner, and accommodation. Half board, unless otherwise indicated, includes continental breakfast, dinner, and accommodation. Generally, drinks are not included with these meals.
2. Special diets (vegetarian or other special diets) are only guaranteed if they are included in the special needs accepted by the organizer in the combined travel contract.
3. Pets are only accepted if included in the special needs accepted by the organizer in the combined travel contract.

**c) Rights and Obligations of the Parties Before the Trip Begins**

**10. Contract Modification**

1. The organizing agency may only modify the contract clauses before the trip begins if the change is insignificant and the organizing agency or, if applicable, the retail agency, informs the traveler of the change in a clear, comprehensible, and prominent manner on durable media.
2. If, before the trip begins, the organizing agency is forced to make substantial changes to any of the main characteristics of the travel services or cannot fulfill any special requirements previously accepted by the traveler, the organizing agency or, if applicable, the retail agency will notify the traveler without delay, clearly, comprehensibly, and prominently, on durable media. The communication must include:
  - The proposed substantial changes and, if applicable, their impact on the price;
  - A reasonable period for the traveler to make a decision. Unless a different period is specified, the traveler has 7 calendar days from receiving the communication to decide on the proposed changes.
  - A statement that if the traveler does not respond within the specified period, it will be understood that they reject the substantial change and opt to cancel the contract without any

penalty.

- If available, the substitute combined trip offered and its price.

The traveler may choose to accept the proposed modification or terminate the contract without penalty. If the traveler chooses to terminate the contract, they may accept a substitute combined trip, if offered by the organizing or retail agency. The substitute trip should be of equivalent or higher quality if possible. If the contract modification or substitute trip results in a lower-quality or lower-cost trip, the traveler is entitled to an appropriate price reduction. If the traveler opts to terminate the contract without penalty or does not accept the substitute combined trip, the organizing or retail agency will refund all payments made for the trip within 14 calendar days from the date of contract termination. The provisions of Clauses 2 to 6 of Clause 22 will apply for these purposes.

#### **11. Price Adjustments**

1. Prices may only be increased by the agency up to 20 calendar days before departure. Additionally, such increases can only be made to adjust the travel price to changes in:
  - a) Currency exchange rates applicable to the organized trip.
  - b) Passenger transportation costs due to fuel or other energy sources.
  - c) Taxes or fees on the travel services included in the contract, imposed by third parties not directly involved in the execution of the combined trip, including taxes, tourist fees, landing fees, and embarkation or disembarkation charges at ports and airports.
2. The contract will indicate the date on which the above-mentioned elements were calculated so that the traveler is aware of the reference point for calculating price adjustments.
3. The organizing agency or, if applicable, the retail agency will notify the traveler of the increase clearly and comprehensibly, with justification for the increase, and provide the calculation on durable media no later than 20 days before the trip begins.
4. If the price increase exceeds 8% of the trip price, the traveler may terminate the contract without penalty. In such cases, Clause 10 will apply.
5. The traveler is entitled to a price reduction for variations in the elements detailed in sections a), b), and c) of Clause 11.1. In such cases, the organizing or retail agency may deduct administrative expenses from the refund amount.

#### **12. Transfer of Reservation**

1. The traveler may transfer their reservation to another person who meets all the conditions required in the brochure, program, or offer for the combined trip and the contract to complete the trip.
2. The transfer must be communicated on durable media to the organizing agency or, if applicable, the retail agency, at least 7 calendar days before the trip begins. The agency may only charge the traveler for the actual costs incurred due to the transfer.
3. In any case, both the traveler and the person to whom the reservation is transferred are jointly liable to the agency for the payment of the remaining price, as well as any commission, surcharge, and additional costs resulting from the transfer.

#### **13. Trip Cancellation by the Traveler Before Departure**

1. The traveler may cancel the contract at any time before the trip begins, and in such a case, the organizing agency or, if applicable, the retail agency may require the traveler to pay an appropriate and justifiable penalty. The contract may specify a standard penalty that is reasonable, based on the timing of the contract termination relative to the trip's start, the cost savings, and the expected revenue from the alternative use of the travel services. If the contract does not specify a standard penalty, the penalty for termination will be the price of the combined trip, minus the cost savings and revenue from the alternative use of the travel services.  
Therefore, in such cases, the organizing agency or, if applicable, the retail agency will refund any payments made for the combined trip, minus the corresponding penalty.
2. However, if there are unavoidable and extraordinary circumstances at the destination or its immediate vicinity that significantly affect the execution of the trip or the transport of passengers

to the destination, the traveler may cancel the contract before the trip begins without penalty and with the right to a full refund of all payments made for the trip.

3. These refunds or returns will be made to the traveler, deducting the corresponding penalty in the case of section 1 above, within a maximum of 14 calendar days after the combined travel contract is terminated.

#### **14. Cancellation of the Trip by the Organizer Before the Start of the Trip**

1. If the organizing agency cancels the contract for reasons not attributable to the traveler, it must refund the full amount paid by the traveler within **14 calendar days** from the date of termination of the contract.
2. No additional compensation will be owed to the traveler if the cancellation is due to the following reasons:
  - **Insufficient number of participants:** The number of people registered for the package trip is less than the minimum number specified in the contract, and the agency notified the traveler within the following timeframes:
    - **20 days before** the start of the trip for trips longer than **6 days**.
    - **7 days before** for trips between **2 and 6 days**.
    - **48 hours before** the start for trips of less than **2 days**.
  - **Unavoidable and extraordinary circumstances:** The agency is unable to fulfill the contract due to unavoidable and extraordinary circumstances and notifies the traveler of the cancellation without undue delay before the start of the trip.

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#### **15. Right to Withdraw Before the Start of the Trip in Off-Premises Contracts**

1. In the case of contracts concluded outside the business premises (as defined in Article 92.2 of Royal Legislative Decree 1/2007), the traveler has the right to withdraw from the booked trip for any reason and without penalty.
2. The traveler may request a **full refund** of the amount paid within **14 days** of signing the contract.

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#### **16. Communication of Non-Conformity with the Contract**

1. If the traveler notices that any of the services included in the trip are not performed according to the contract, they must inform the organizing or retail agency of the non-conformity **without undue delay**.
2. **Non-conformity** means any failure to execute or improper execution of the travel services included in the package travel contract.

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#### **17. Remediating of Non-Conformity and Failure to Provide Significant Services**

1. If any of the services included in the trip are not performed in accordance with the contract, the organizing agency or, where applicable, the retail agency must remedy the non-conformity, **except when impossible** or if it would incur **disproportionate costs**, taking into account the seriousness of the non-conformity and the value of the affected travel services.
  2. If the non-conformity is not remedied within a reasonable period established by the traveler or if immediate action is required, the traveler may solve the problem themselves and claim **reimbursement of the necessary expenses**.
  3. If a significant portion of the services cannot be provided as agreed in the contract, the agency must offer **alternative arrangements** to continue the trip at no additional cost. If the alternatives are of **lower quality**, a **price reduction** will apply.
  4. If the non-conformity significantly affects the trip and is not corrected within a reasonable period, the traveler may terminate the contract without penalty and claim both a **price reduction** and **compensation** for damages.
  5. If no suitable alternatives are available or the traveler rejects them, they are entitled to both a **price reduction** and **compensation**, without terminating the package travel contract.
  6. If the contract includes transportation, and suitable alternatives do not ensure the traveler's return, the agency must provide **repatriation** without undue delay and at no additional cost.
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### **18. Inability to Guarantee Return Due to Unavoidable and Extraordinary Circumstances**

1. If it is impossible to guarantee the traveler's return as specified in the contract due to unavoidable and extraordinary circumstances, the agency must cover the **necessary accommodation costs** for a maximum of **three nights** in equivalent accommodation.
  2. This limitation does not apply to persons with disabilities, reduced mobility, pregnant women, unaccompanied minors, or people with specific medical needs, provided that these needs were communicated to the agency at least **48 hours before** the start of the trip.
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### **19. Traveler's Duty to Collaborate for the Normal Course of the Trip**

The traveler must follow the instructions given by the agency to ensure the proper execution of the trip, adhere to general service user regulations, and, in group trips, maintain a **respectful behavior** toward other participants and ensure that their conduct does not hinder the normal course of the trip.

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### **20. Duty of the Agency to Provide Assistance**

1. The organizing agency, and where applicable, the retail agency, is obliged to provide **appropriate assistance** to the traveler in difficulty without undue delay, especially in the event of extraordinary and unavoidable circumstances.
  2. Specifically, the assistance must include:
    - Providing information about healthcare services, local authorities, and consular assistance.
    - Assisting the traveler in establishing remote communications and helping to find alternative travel arrangements.
  3. If the difficulty arose due to the traveler's negligence or intention, the organizing agency, or where applicable, the retail agency, may charge a **reasonable fee** for providing assistance, not exceeding the **actual costs** incurred.
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### **21. Contractual Liability for Non-Performance or Defective Performance**

1. The organizing and retail agencies are liable to the traveler for the proper fulfillment of the travel services included in the contract, depending on the obligations within their respective management areas of the package travel, regardless of whether the services are performed by them or by other providers.
  2. Notwithstanding the above, the traveler may file claims for non-performance or defective performance of the services included in the package travel contract either with the organizing agency or the retail agency. Both agencies must:
    - Inform the traveler of the liability regime.
    - Handle the claim directly or forward it to the appropriate party based on their management area.
    - Keep the traveler informed of the claim's progress.
  3. If the retail agency fails to manage the claim, it will be held **jointly and severally liable** with the organizing agency for the proper fulfillment of the obligations within the organizing agency's area of management. Similarly, if the organizing agency fails to manage the claim, it will be jointly liable with the retail agency.
    - In such cases, the agency responsible for managing the claim must prove that it has acted diligently in handling the claim.
  4. The travel agency that is jointly liable to the traveler for failure to handle the claim will have **recourse rights** against the other agency responsible for the non-performance or defective performance.
  5. When an organizing or retail agency pays compensation, grants a price reduction, or fulfills other obligations, it may seek **reimbursement** from third parties who contributed to the event that gave rise to the compensation, price reduction, or other obligations.
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### **22. Right to Price Reduction, Compensation, and Limitations**

1. The traveler is entitled to an **appropriate price reduction** for any period during which there was a non-conformity.
  2. The traveler is also entitled to **compensation** for any damage or loss suffered due to non-conformity with the contract.
  3. The traveler will not be entitled to compensation if the organizing agency or retail agency can demonstrate that the non-conformity is:
    - Attributable to the traveler.
    - Attributable to a third party unrelated to the provision of the contracted services and was **unforeseeable or unavoidable**.
    - Due to **unavoidable and extraordinary circumstances**.
  4. When the package travel services are governed by international conventions, the limitations on the scope or conditions for compensating the service providers will apply to the organizing and retail agencies.
  5. When the package travel services are not governed by international conventions:
    - Compensation for bodily injury or intentional/negligent damage cannot be contractually limited.
    - Other compensations are limited to **three times the total price** of the package travel.
  6. Compensation or price reductions granted under Royal Legislative Decree 1/2007 and those granted under international regulations will be **deducted from each other** to avoid overcompensation.
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### **23. Applicable Law**

This package travel contract is governed by the agreement between the parties, the current applicable regional regulations, and the provisions of **Royal Legislative Decree 1/2007**, of November 16, approving the revised text of the **General Law for the Defense of Consumers and Users** and other complementary laws.

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### **24. Claims to the Agency**

1. Without prejudice to any legal action available, the traveler may submit written claims to the retail or organizing agency for non-performance or defective performance of the contract to the postal or email addresses provided by the agencies for this purpose.
  2. The agency must respond in writing to the claims within **30 days**.
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### **25. Alternative Dispute Resolution**

1. At any time, the consumer and the agency may request the mediation of the competent administration or organizations established to seek a **mutually satisfactory resolution**.
  2. The consumer may also file claims with the **Consumer Arbitration Board**. Disputes can be submitted to arbitration if the agency has previously joined the consumer arbitration system or accepts the consumer's request for arbitration.
    - Claims involving **intoxication, injury, death, or criminal offenses** cannot be subject to consumer arbitration.
    - If arbitration is conducted, the award issued by the arbitral tribunal will be **final** and binding for both parties.
  3. If the organizing or retail agency is part of a **dispute resolution system**, they must inform the traveler before formalizing the contract.
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### **26. Judicial Actions**

1. If the dispute is not subject to consumer arbitration, the traveler may pursue a **legal claim**.
  2. Judicial actions arising from the package travel contract are **subject to a two-year statute of limitations**.
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### **Validity**

This brochure is valid from **April 1, 2025**, to **March 31, 2026**.

# BOOKING CONDITIONS

- All our tours are offered in **free sale up to 30 days before departure**, unless sales are closed. After that time, they will be **on request**.
- The minimum number of passengers required to operate a tour is **8 people**. If this number is not reached within a maximum of 30 days before departure, **Juliá Travel** reserves the right to cancel the tour, offering the customer an **alternative**.
- To guarantee certain nominative services, we need to have a copy of the passenger's **passport** at least **45 days before departure**; otherwise, we cannot guarantee these services.
- All our tours include a **tour guide**; however, if there are fewer than **12 participants**, this service may be provided by the **driver**.

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## Luggage

- The luggage compartments in our buses are limited, and this restricts the amount of luggage allowed per passenger: **one suitcase per person** with a maximum weight of **25 kg** and maximum dimensions of **157 cm** (the total of length, width, and height). Larger suitcases will only be accepted if **shared between two passengers**.
- **Excess luggage fees**: a surcharge of **50 €** per additional standard suitcase, **80 €** per additional oversize suitcase, and **80 €** for an oversize suitcase instead of a regular one. These fees must be paid **in cash** at the start of the tour. This fee is mandatory as it requires an urgent reconfiguration of the transport arrangements.
- These surcharges can also be paid in advance through the travel agency with which the booking was made.
- We recommend bringing **only the necessary luggage**. Your journey will be more enjoyable if you don't have to worry about heavy or bulky suitcases.
- **Hand luggage** should be personally managed, and you should always keep it with you. Only **one piece of hand luggage** is allowed per person. You are also responsible for any **additional luggage** you bring.
- For **train journeys**, the luggage allowed by the railway companies is **1 hand luggage item (36x27x15 cm)** and **1 cabin suitcase (55x35x25 cm)**. These companies reserve the right to **cancel the journey** if luggage limits are exceeded. In such cases, **Juliá Travel** declines all responsibility.
- The insurance policy included in our tours has **limited coverage** and does **not cover** important aspects like **electronic items, valuables, documentation, or money**.

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## Accessibility

- Our tours are **not adapted for people with reduced mobility**. If you decide to travel, you must be accompanied by someone who can assist you throughout the trip.

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## Visa

- **Visa letter processing** by the tour operator (TTOO) incurs a **50 € fee per person**, which will be deducted from the total booking amount; this amount is **non-refundable** in case the booking is canceled.

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## The price of the combined trip includes:

- **Transportation** of the type, characteristics, and category indicated in the contract or documentation; **accommodation** as included in the program, in the selected category and board; **Hotel Taxes and Levies** and indirect taxes (VAT, IGIC, etc.) where applicable; **technical assistance** during the trip, when this service is specifically included in the program description; and all other services and supplements specified in the program for the departure date or expressly mentioned in the contract.

- **City tours** are panoramic, with stops at places of interest. The itinerary may change due to monument closures, restoration works, weather conditions, or other circumstances beyond our control.
  - During **religious festivals, local events, or official acts**, monuments may be closed. In such cases, an alternative activity will be offered. **The Alhambra** is closed on **November 16, December 25, and January 1**; other dates may be added due to official events.
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**The price of the combined trip does not include:**

- **Visas, local tourist taxes, airport taxes**, entry and exit taxes, vaccination certificates, extras like coffee, wine, liquors, mineral water, special diets (regardless of the chosen meal plan), laundry and ironing services, optional hotel services, and any other service not specified in the contract or documentation provided at the time of subscription.
  - **Optional excursions or tours** not contracted in advance and not included in the travel contract; **tips in general; porters**, unless specified in the contract, and anything not expressly listed as included in the contract and brochure or as specified in the particular terms.
  - The organizing agency reserves the right to **modify the information** contained in the brochure before the contract is finalized. To be valid, any changes must be **clearly communicated in writing** to the consumer.
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**Cancellation policy:**

- Management and cancellation fees, if any. Accordingly, if tickets have already been issued when the reservation is canceled, the cost of the tickets will be applied as a cancellation fee.
- A penalty of **30% of the total trip cost** if the cancellation occurs **between 30 and 21 days** before the trip; **60%** if it occurs between **20 and 10 days** before the trip; and **100%** if the cancellation occurs **9 days or fewer** before departure.