

General Conditions

General Conditions -STELVIO TOURS, S.L. (t/a Classics on the Road)

1. Acceptance

Reserving any package travel means full acceptance of these general conditions, which will be included in all the contracts related to these travels and will be binding for both parties.

2. Application

The present general conditions will be applicable to all the travel packages organized by Stelvio Tours, S.L., regardless of how these packages were purchased.

3. Legal Regime

The present General Conditions are in accordance to the provisions set forth in Book IV of the Royal Legislative Decree 1/2007 dated 16th November which approves the revised text of the General Consumer Protection Law and other applicable laws and existing regulations.

4. Organizer details

The organization of the travel packages to which these General Conditions are related has been completely or mostly designed by Stelvio Tours, S.L., C.I.F. B86126810 with postal address at C/ Federico García Lorca, 4, 3B, 28220 Majadahonda, España, with travel agency number CICMA 2532.

5. Travel Package hiring process

The organiser will offer the traveller a travel package in the form of a leaflet, technical sheet or budget, either in paper or a durable digital medium.

Before acceptance by the travellers, they will be given the pre-contractual information needed, as well as the legally applicable standard information form.

After the traveler acceptance, travellers will make a deposit and the organiser will take the appropriate measures to confirm all the services and suppliers included in the package.

In the event that any of these services / suppliers cannot be confirmed because of lack of availability, an alternative one can be offered, indicating the new price, which the traveller can accept or decline.

Once the final offer or changes have been accepted, the contract will come into effect and the organiser will provide all the necessary documentation.

In the event that the client rejects the proposed changes, the deposits paid to date, will be refunded.

6. Price

Prices are always shown per person, and calculated based in 2 people sharing a double room or 1 person in a single room. Any other form of occupancy (i.e. family rooms or three people in a room) will have a different pricing and will have to be calculated individually.

6.1 The indicated travel package price includes

All the services shown on the sales leaflet, technical sheet or budget provided to the traveller

6.2 The indicated travel package price does not include

Travel visas, tourist taxes (except those specified in the sales brochure), vaccination certificates, extras such as coffees, wines, liquors, mineral water except those specified in the sales brochure, laundry, optional hotel services and generally any other service that is not specified in the sales brochure.

Tips are not included. In some countries tipping is almost obligatory.

6.3 Price revision

The travel package Price has been calculated based on the published currency exchange rates, the fuel price and taxes at the time of designing the trip, and might be subject to revision up to the final date of booking.

These changes could change the price of the package up or down. The trip price might be changed up to 20 days before departure. If the price increase is more than 8% of the published package price, the traveller will be able to terminate the contract.

6.4 Payment methods

Payment method will be agreed prior to hiring the travel package. Whatever the payment method, the full amount must be paid before the departure date.

If the full amount is not paid as per the agreed dates and conditions, it will be understood that the traveller gives up the requested trip, and the conditions provided in section 8 will be applicable.

6.5 Trip Cancellation by the organizer. Deadline.

The organizer may cancel the contract and reimburse the traveller for all the payments received, but will not be responsible for any additional compensation if:

- a- The number of people registered for the trip is less than the minimum number specified in the contract and the organiser notifies the traveller of the cancellation within the period established therein, which will be at the latest:
 - 1- Twenty calendar days before trip departure date for trips of 6 days or more in duration.
 - 2- Seven calendar days before the trip departure date for trips between 2 and 6 days in duration.
 - 3- Forty-eight hours before the trip departure date for trips under 2 days in duration.
- b. The organiser is unable to execute the contract due to unavoidable and extraordinary circumstances and the traveller is notified of the cancellation without undue delay before the trip begins.

The organizer will provide the refunds required in the previous sections to the traveller without undue delay and, in any case, within a period not exceeding fourteen calendar days after notification.

7. Withdrawal of contracts concluded outside the commercial establishment.

In the case of off-premises package travel contracts, the traveller has the right to withdraw within 14 days after signing the contract, without the need for any justification in accordance with the established forms and procedures.

8. Termination of contract by the traveller.

The consumer may withdraw from the contracted trip at any time if communicated before the start of the trip. In this case the traveller will have to pay a penalty equal to the cost of the trip, less the cost savings and the income derived from the alternative use of the travel services.

As a General Rule:

- Up to 30 days after the due date for payment of the deposit: Full refund.
- 30 days or more after the due date of the deposit: Loss of total deposit.
- From payment of the Balance until 45 days to the start of the tour: Loss of 50% of the total tour price.
- Less than 45 days to the start of the tour: Loss of 100% of the tour price.

9. Transfer of the Reservation

The traveller may transfer his/her reservation to a third person as long as this is communicated at least 7 days before the commencement of the travel package. The assignee will need to meet the same requirements as the original contractor, and they will both be liable for the

payment to the organiser of any pending amounts or any extra expenses derived from this transfer of reservation. The organiser will inform the original contractor about the costs involved in the transfer of the reservation, which will be reasonable and in no case will not exceed the actual cost incurred by the organiser.

10. Changes before the start of the trip.

The travel package will take place as agreed, and will be subject to changes in the following circumstances:

- a. If it is necessary to review the price as referred to in the corresponding section.
- b. If the changes are insignificant for the travel package quality.
- c. If it is necessary to substantially modify any of the main characteristics provided in the sales brochure.
- d. If it is not possible to meet the special needs of the traveller as previously accepted.
- e. If there is a price increase of more than 8% over the published price.

In the events included in the letters c, d and e the traveller can accept the proposed changes, accept an alternative trip of the same quality or withdraw from the contract without any penalty. Any changes will be communicated to the traveller without delay, specifying the changes, the deadlines for repaying, the fact that failing to repay will mean withdrawal from the contract without any penalty and the proposed alternative trip with new price and information about any refunds due.

In the event that the traveller chooses to terminate the contract, any price refund will take place within 14 calendar days after the traveller's communication of this option, notwithstanding his/her right to request compensation for any proven damages suffered.

11. Performance of the contract

When a significant part of the travel package services can't be accomplished as per the contract, the organizer will provide, without any extra cost for the traveller, alternative services as similar as possible to the original ones or better, so the trip can be completed. This also applies if the return to the place of origin can't be made as agreed.

If the alternative services proposed are of less quality than those in the original sales brochure or contract, the organiser will offer an appropriate price discount.

The traveller may reject the proposed alternative services if these are not comparable to the ones agreed in the contract or if the price reduction offered is unsatisfactory.

12. Non-Conformity

The services of the travel package will be understood to be fully provided unless the traveller states otherwise, in which case he must inform the organiser without undue delay. To make it effective, the traveller must grant the organiser a reasonable period of time that allows a real chance of rectification. This period will not proceed in the event that the organiser refuses to correct it or in those cases in which an immediate solution is required. After the period granted without correction by the organizer, the traveller may do it himself and request reimbursement of the necessary expenses.

The organiser, depending on the circumstances must:

1. Remedy the lack of conformity, unless it is impossible or if it involves a disproportionate cost, taking into account the seriousness of the lack of conformity and the value of the affected travel services.
2. Reduce the price accordingly for the period during which there was non-conformity, unless the organizer demonstrates that the lack of conformity is attributable to the traveller.

3. Indemnify for any loss or damage suffered by the traveller as a consequence of any non-conformity, without undue delay, unless it is attributable to the traveller, or to a third party unrelated to the provision of the contracted services and unpredictable or inevitable, or due to unavoidable and extraordinary circumstances.

Compensation for damages to be paid by the organiser will be restricted by those limits applicable to travel service providers included in the travel package

As far as the damages are non-bodily damages, the compensation will have a limit of three times the amount of the total price of the trip as long as there is no intent or negligence in the production of the damage. This must always be accredited by the traveller.

The traveler has the right to issue claims in accordance with the following laws and Regulations:

- a) Regulation (EEC) n.º 261/2004 of the European Parliament and the council of 11th February, establishing common rules on compensation and assistance to air passengers in the event of denied boarding and cancellation or long delay of flights, Repealing Regulation (EEC) No. 295/91.
- b) Regulation (EEC) n.º 1371/2007 of the European Parliament and the council of 23rd of October, about the rights and obligations of railway travellers.
- c) Regulation (EEC) n.º 392/2009 of the European Parliament and the council of 23rd of April 2009, on the liability of sea passenger carriers in the event of an accident
- d) Regulation (EEC) n.º 1177/2010 of the European Parliament and the council of 24th de November 2010, on the rights of passengers travelling by sea and inland waterways and amending the Regulation (EEC) n.º 2006/2004.
- e) Regulation (EEC) n.º 181/2011 of the European Parliament and the council of 16th of February 2011, on the rights of bus and coach passengers and amending the Regulation (EEC) n.º 2006/2004.
- f) International Conventions

The compensation or price reduction granted under Royal Legislative Decree 1/2007 and the previous regulations and, where appropriate, the applicable international conventions will be deducted from each other to avoid excess compensation.

The traveller is obliged to take the measures that are necessary and /or adequate to try to lessen the damages that may arise from the non-execution or faulty execution of the contract to prevent it from worsening. The damages derived from not having taken such measures will be the responsibility of the traveller.

13. Traveller Assistance

The organiser shall provide adequate assistance without undue delay to the traveller in distress in particular by: providing adequate information on health services, local authorities and consular assistance, and assistance to the traveller in establishing remote communications and assistance to find alternative travel formulas. The organiser may invoice a reasonable surcharge for such assistance if the difficulty originated intentionally or through the negligence of the traveller. This surcharge will not exceed in any case the actual costs incurred by the organiser.

14. Extraordinary or unavoidable circumstances

In the event of extraordinary or unavoidable circumstances the following rules will apply:

- If it is impossible to guarantee the return of the traveller as agreed in the contract, the organiser will assume the cost of the accommodation, if possible of an equivalent category, for a period not exceeding three nights per traveller.
- The organiser shall not be liable for the errors in the bookings made by the traveller
- If extraordinary or unavoidable circumstances happen at the destination or near that could significantly affect the execution of the travel package or the transportation of passengers to the destination, the traveller will have the right to terminate the contract before the start of the contract without paying any penalty. In this case, the traveller will be entitled to a full refund of any payment made, but not to additional compensation.

15. Liability for errors in reservations

The organiser and, where appropriate, the retailer will be responsible for errors due to technical defects that occur in the reservation system that are attributable to them, as well as errors made during the reservation process, when they have agreed to manage the reservation of a travel package.

The organiser will not be responsible for booking errors attributable to the traveller.

16. Package Travel service specific features

16.1 . Air Travel

Presentation at the airport. In air travel, the presentation at the airport will be made with a minimum of two hours in advance of the official departure time, and in any case, the specific recommendations indicated in the travel documentation provided when signing the contract will be strictly followed.

16.2. Hotels

The quality and content of the services provided by the hotel will be determined by the official tourist category, if any, assigned by the competent body of each country. Given the current legislation in this regard, which establishes only the existence of single and double rooms, allowing a third bed to be enabled in some of the latter, it will always be considered that the use of the third bed is made with the knowledge and consent of the persons that occupy the room. For the triple room, there will be no discount, regardless of being a double room with an extra bed. In U.S.A. and in some American hotels in different countries, it is usual for rooms with capacity for four people to consist of two large beds. The usual time for entry and exit in hotels is based on the first and last service that the traveller will use. As a general rule and unless expressly agreed otherwise, the rooms may 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 plans to arrive at the reserved hotel on dates or times other than those listed, it is convenient, to avoid problems and misinterpretations, to communicate as far in advance as possible circumstance to the Organising Agency, or to the hotel directly. However, the accommodation service will imply that the room is available on the corresponding night, understood to be provided regardless of the fact that due to circumstances of the travel package, the time of entry into it occurs later than initially planned.

16.3. Other Services

On flights whose arrival at the destination point is made after 12 noon, the first service of the hotel, when included in the program / brochure offer, will be dinner. Likewise, on flights whose arrival at the destination point is made after 19:00, the first service of the hotel will be accommodation. A direct air route will always be understood as one whose documentary support is a single flight ticket, regardless of whether the flight makes a technical stop. In the circuits, the coaches can vary in their characteristics depending on the number of participants. If a sufficient number of passengers is not reached at any tour or visit, it is possible to use a minibus, or "van", which, unless expressly stated otherwise, does not have reclining seats. Likewise, in the description of each circuit it is indicated whether the coach has air conditioning or not, it being understood that it does not have it if nothing is indicated. Transportation in natural parks for photographic safaris is done by "van" or by all-terrain vehicles characteristic of each country. In all the above cases, the design, structure, comfort and safety of the transport vehicle may not adapt to Spanish or other countries' norms and standards, but to those that are specific to the country of destination of the trip.

16.4. Supplementary services

When travellers request supplementary services (for example, ocean view room, etc.) that cannot be definitively confirmed by the Organising Agency, the user may choose to definitively desist from the requested supplementary service or keep the request pending such services can finally be confirmed. In the event that the parties have agreed to the prior payment of the price of the supplementary services that cannot finally be provided, the amount paid will be reimbursed by the organiser immediately upon withdrawal of the service by the consumer or

upon return of the trip, depending on whether the user has chosen to withdraw the provision of the requested supplementary service or has maintained the request.

16.5. Circuits

The organizer informs travellers that, in the circuits specified in the brochure, the accommodation service will be provided in the same establishments described in the brochure or another one of the same category and area and also that the itinerary of the circuit may be developed according to one of the options also described in the offer-program. In the above cases, if the consumer accepts said formula prior to the conclusion of the contract, this lack of definition will not imply modification of it.

16.6. Special conditions for minors

Given the diversity of treatment applicable to minors, depending on their age, the service provider and the date of the trip, it is recommended to always consult the organiser for the special conditions that exist and that at any time will be the subject of specific and detailed information and it will be collected in the contract or in the documentation of the trip that is delivered at the time of signing. In general, regarding accommodation, they will be applicable as long as the child shares a room with two adults. Regarding the stay of minors abroad, the information will be provided on a case-by-case basis and will be stated in the contract or in the documentation of the trip. It is reported that the airline may require a document proving the child's age at the airport.

17. Passports, Visas and Documentation

The organiser will provide the traveller with general information on passport and visa requirements, including the approximate time for obtaining visas, and information on the sanitary procedures for travel and stay in the destination country.

All travellers without exception, (including children), must carry their corresponding personal and family documentation (DNI, passport, visas and that relating to health formalities), according to the laws of the country or countries being visited or in transit. It will be on their behalf when travel requires it to obtain visas, passports, vaccination certificates, etc. In the event that the issuance of visas is rejected by any Authority, due to particular reasons of the traveller, or their entry into the country is denied due to lack of the requirements, or due to a defect in the required documentation, or because they are not bearers of the Likewise, the organiser declines all responsibility for events of this nature, the expense being incurred by the traveller, and in these circumstances the conditions and rules established for cases of voluntary withdrawal of services apply.

Minors under 18 years of age must carry a written permission signed by both parents, by the parent who has their custody or by their guardian, in anticipation that it may be requested by any authority.

18. Limitation period of contract related actions

The limitation period of the rights granted in Book IV of the Royal Legislative Decree 1/2007 of 16th November approving the consolidated text of the General Law for the Defense of Consumers and Users and other complementary laws, will be two years, as established the article 169 of the aforementioned legal text.

19. Basic information about data protection

Following the principles of legality, loyalty and transparency, we make this table available to you, informing you of the processing of personal data that you are about to provide us with:

BASIC INFORMATION ABOUT CLIENT DATA PROTECTION	
RESPONSABLE	STELVIO TOURS, S.L. CIF B86126810
MAIN PURPOSE	Information about our services. Management of the contracted tourist service, as well as its

BASIC INFORMATION ABOUT CLIENT DATA PROTECTION	
	monitoring, documentation and billing. Compliance with legal, accounting, tax and administrative obligations.
LEGITIMACY	Consent of the traveller, contractual relationship, legitimate interest and legal obligation.
RECIPIENTS	Data will not be transferred to third parties, unless express authorisation or legal obligation as well as to those public and / or private individuals and / or legal entities whose intervention is necessary for the main purpose. International data transfers are not foreseen unless they are necessary for the main purposes in which case they may be transferred to states that do not offer the same level of compliance as in the EEA.
RIGHTS OF THE RIGHT HOLDERS	To access, rectify and delete their data, as well as its portability; to the limitation or opposition to its treatment, to receive loyal and transparent information, to revoke the consent given, to the conservation of your data, to not be subject to automated decisions and to claim before the AEPD.
DATA PROVENANCE	Data provided by the holder and / or obtained with his authorization for the main purposes
ADDITIONAL INFORMATION	You can consult additional and detailed information about our Privacy Policy

20. Applicable Law

The legal relationship between the organiser and the traveller will be subject to Spanish common law.

21. Dispute resolution

The traveller may make claims in writing for the non-execution or poor execution of the contract with the organiser.

Once the claim has been received, the organiser will respond to it in the shortest possible time, in accordance with current legislation.

The parties submit themselves to the courts and tribunals of the organiser's domicile in Majadahonda, Madrid, renouncing any other jurisdiction.

The organiser expressly declares his renounce to submit to the Transport Arbitration Courts for any matter arising from the existence of this contract.

22. Modifications

The present general conditions may be modified, in whole or in part, unilaterally by the organiser, those that were in force at the time of its perfection being applicable to the package travel contract.

23. Other Complementary information

1 Luggage. When it comes to land transport, it will be understood that the luggage and other personal belongings will be the traveller's sole responsibility, whatever the part of the vehicle in which they are placed, and that it is transported at the expense and risk of the traveller. . Travellers are recommended to be present in all baggage loading and unloading manipulations. Regarding air, rail, sea or river baggage transport, the conditions of the transport companies are applicable, the passage ticket being the binding document between the mentioned companies and the passenger. In the event of suffering any damage or loss, the consumer must present, on the spot, the appropriate claim to the Transport Company. The organiser undertakes to provide timely assistance to clients who may be affected by any of these circumstances. **2** When the client is going to carry out special activities that by their nature carry additional risks

not included in the established Insurances, the organiser declines all responsibility and advises to subscribe licenses individually through federations or specific insurances for the activity to be carried out. **3** The photographs and maps reproduced in the brochure program are only intended to provide more information to consumers. In the event that any modification occurs in the establishments, it cannot be considered as misleading advertising by the organiser. **4** The organising agency is not responsible for the address changes of the hotels contained in the program-brochure subsequent to its edition, as well as the repercussions that such changes entail, (name, services, category of the establishment, etc ...), which in any case will be immediately brought to the attention of the traveller.

24. Contract term

These General Conditions will be in force until their replacement by new ones.