

TERMS AND CONDITIONS

Legal notice

In compliance with the provisions of article 10 of Law 34/2002, of 11 July, on Information and Electronic Commerce Services for the General Public (LSSI), we hereby announce that www.excursionsbarcelona.com is run by Events Barcino SL telephone +34 633 80 82 66 and electronic mail info@excursionsbarcelona.com.

General

All bookings are made through Excursions Barcelona (Events Barcino SL), a Limited Liability company based in Barcelona, Spain. Only when Excursions Barcelona (Events Barcino SL) has received part or full payment from the participant, will there exist a contract between both parties. This contract is governed by Spanish Law and jurisdiction. Excursions Barcelona (Events Barcino SL) reserves the right to decline any reservation. It's not permitted to change or cancel or add conditions to any activity without written authorization of Excursions Barcelona (Events Barcino SL). The term guide is referred to sea monitors, bike and walking companion and instructors. All our guides are either self free-lance guides who voluntarily working and promoting Excursions Barcelona Tours or contracted to Events Barcino SL.

Payment of Deposits and Balances

Excursions Barcelona (Events Barcino SL) requires a 25% (min) non-refundable deposit (depending on the service solicited) in order to confirm a booking. The balance of the total booking cost is due before or on the trip/service start date. Payments can be made by credit card on the Excursions Barcelona website from the home page or any reservations page. This payment is made through a secure server provided by PayPal or Stripe.

The promotional codes provided by Ultimate Earth are designed to assist Ultimate Earth members with making a booking via our online booking system. Any person who makes a booking using the their promotional code must have an Ultimate Earth membership number – which will be checked on arrival. If their promotional code has been applied to a booking and the customer does not have a valid Ultimate Earth membership, the discounted rate will not be applied to the booking, and goods and services may be withheld until full has the amount been paid. Likewise, any promotional code used, whether it was a pre-agreed code, including student group discounts must fall into the appropriate requirements of that particular promotion. You may be asked for proof of this code or student ID's.

Refund Policy

As long as you give us 48 hours advance notice, we will offer a full refund on any amount that you have paid (with the exception private group trips, which must be cancelled 7 days in advance for a full refund). If you need to cancel within 48 hours of our reservation we generally cannot offer any refund, though it may be possible to reschedule your booking for another day, depending on availability. If we cancel the

tour for any reason, bad weather etc. then a full refund will be given. Excursions Barcelona (Events Barcino SL) is not responsible for weather conditions that may adversely affect the activity. Should the activity be cancelled for whatever reason (for example, land slide, storm, flood), a refund will be organized.

What responsibilities do I assume as a guest?

Guests are responsible for: Having or contracting their own personal insurance policy to assist them in the event of injury and/or accidental death while being hosted by Excursions Barcelona (Events Barcino SL) or subcontracted guides and guide services of Excursions Barcelona (Events Barcino SL). Excursions Barcelona (Events Barcino SL) assumes no responsibility for injury or accidental death for clients who did not contract such insurance. Clients are responsible for choosing a trip that suits their abilities, fitness level and state mental health; communicating any physical, mental or emotional limitations to Excursions Barcelona (Events Barcino SL) prior to trip departure; If you are booking a tour or services with Excursions Barcelona (Events Barcino) for someone other than yourself then be aware that you are making choices for that person(s) regarding physical ability, interest level, price and booking conditions and injury and accidental death insurance policy purchase or waiving of injury and accidental death insurance; arriving at the trip start with the appropriate clothing; respecting nature and the laws of areas visited; following environmental guidelines and regulations while on the trip in accordance with leader direction; and respecting the rights of other trip members.

What are Excursions Barcelona (Events Barcino SL) limitations of liability?

You agree that Excursions Barcelona (Events Barcino) entire liability, and your exclusive remedy, with respect to any services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such service(s). Excursions Barcelona (Events Barcino) shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of its services or for the cost of procurement of substitute services. Excursions Barcelona (Events Barcino) is not liable for bodily injury, accidental death or property damage or theft as a result of (but not limited to): falling, physical exertion for which a guest is not prepared; forces of nature; travel by train, auto, boat or other conveyance, or by bicycle, ski, horseback, foot or other form of active or adventure travel; consumption of alcoholic beverages; civil unrest; terrorism; breakdown of equipment; high altitude; lack of or limited access to medical attention in remote locations; and the adequacy of medical attention once provided. Travel insurance is strongly recommended. Excursions Barcelona (Events Barcino) is not liable for additional expenses a guest may incur as a result of a late start and/or late return due to natural disasters, weather, traffic, illness of a guide or other guest while enroute or any other delays due to circumstances beyond the control of Excursions Barcelona (Events Barcino SL). Excursions Barcelona (Events Barcino SL) reserves the right to make route, restaurant and hotel modifications as necessary to improve the trip's quality or to accommodate weather and the comfort and well-being of guests. Guests of Excursions Barcelona (Events Barcino SL) give express permission to take photographs or video recordings of its trips for marketing purposes, as well as approving such use by third parties with whom Excursions Barcelona (Events Barcino) may collaborate with, without financial remuneration.

*Copyrights & Trademarks. The trademarks, names, logos and service marks (collectively "trademarks") displayed on this website are registered and unregistered trademarks of the Excursions Barcelona and Events Barcino SL. Nothing contained on this website should be construed as granting any license or right to use any trademark without the prior written permission of Excursions Barcelona (Events Barcino SL). The written content displayed on this website is owned by its respective author and may not be reproduced in whole, or in part, without the express written permission of the author. *Modification. Excursions Barcelona (Events Barcino SL) reserves the right to revise the terms and conditions of this Agreement at any time. Any such revision will be binding and effective immediately upon posting of the revised Agreement on our web site. Your continued use of our site constitutes agreement to any revision of the terms and conditions of this Agreement. *Governing Law. This Agreement shall be governed in all respects by the laws of the European Union and by the laws of the Spain and the state of Catalonia. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Catalonia, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgement of such federal or state courts located in Catalonia, such personal jurisdiction shall be nonexclusive.

Politica de privacidad

EXCURSIONS BARCELONA (Events Barcino SL) protege los datos personales según lo establecido en la LOPD y en el Reglamento de Medidas de Seguridad que la desarrolla.

EXCURSIONS BARCELONA (Events Barcino SL) garantiza la confidencialidad de los datos de carácter personal facilitados por los usuarios y su tratamiento automatizado de acuerdo a la legislación vigente sobre protección de datos de carácter personal, así como toda la normativa aplicable a esta materia.

Los datos personales recogidos serán objeto de tratamiento automatizado e incorporados a los correspondientes ficheros automatizados por EXCURSIONS BARCELONA con la finalidad, del mantenimiento de la relación establecida entre las partes, así como, la gestión, administración, prestación de los servicios de EXCURSIONS BARCELONA. Las respuestas a las preguntas sobre datos personales que aparecen señaladas en el Formulario de contacto y en nuestro sistema de reservas son de carácter obligatorio.

En ningún caso EXCURSIONS BARCELONA (Events B utilizará los datos personales de los usuarios para fines distintos de los anteriormente mencionados, salvo previa advertencia recogida en el sitio web otorgando un plazo razonable para la oposición del usuario a ello.

Los usuarios podrán ejercitar los derechos de acceso, cancelación, rectificación y oposición al tratamiento, uso y cesión de sus datos mediante comunicación dirigida a EXCURSIONS BARCELONA (Events Barcino SL) a través de nuestra <u>página de contacto</u>. o bien por correo postal dirigido a EXCURSIONS BARCELONA (Events Barcino SL), escribir dirección.

EXCURSIONS BARCELONA (Events Barcino SL), no cederá los datos personales de los usuarios que se recogen a través del WEBSITE a terceros sin el consentimiento expreso del usuario.

EXCURSIONS BARCELONA (Events Barcino SL), no asume ninguna responsabilidad sobre el contenido, información o servicios que puedan ofrecer los enlaces que se presentan en nuestra Web, y que tienen carácter meramente informativo.

Legislación aplicable

EVENTS BARCINO SL, se rige por la legislación española.