

# General contract conditions

The following is the contractual document that governs the purchase of services through the website <https://www.guidedtours-spain.com/es/>, owned by Nhue Concierge S.L. (hereinafter the provider). Acceptance of this document implies that the user:

- a. Has read, understands, and comprehends the contents set forth herein.*
- b. Is a person with sufficient legal capacity to enter into a contract.*
- c. Assumes all obligations set forth herein.*
- d. Is of legal age.*

These terms and conditions will be valid for an indefinite period and will apply to all purchases made through this website.

The provider reserves the right to unilaterally modify these terms and conditions, without affecting goods or promotions purchased prior to the modification.

The user, on their own behalf or on behalf of the person(s) they represent, accepts these general conditions. It is their responsibility to verify that the information provided in the reservation related to the tour is accurate and up-to-date.

## GENERAL INFORMATION

Nhue Concierge S.L. is a digital platform that allows the user access to all information related to the tours offered and convenient management of the required reservation.

Reservations will be valid exclusively for those users who have fully accepted the general and specific terms and conditions of sale. Without this acceptance, the reservation process will not be possible.

Each tour has specific conditions that vary depending on the tour selected. The specific conditions will be found in each

of the selected tours according to the destination; these prevail over the general conditions.

The purchase procedure will be carried out in Spanish, English, and French.

## **IDENTITY OF THE PARTIES**

On the one hand, the supplier of the goods purchased by the user is Nhue Concierge S.L. (CIAN AN -185087-2) as an online travel agency, with registered office at Pavaneras N3, 18009, Granada (Local Bajo) (Spain), C.I.F: B-18966085, customer service telephone number +34 958 049 160 and/or email address: customerservice@nhue.es (The user of the website provides the data for which they are fully responsible for its use and custody, and is responsible for the accuracy of said personal data provided to the provider.

## **PURPOSE OF THE CONTRACT**

The purpose of this document is to regulate the contractual relationship between the provider and the user to process the requested reservation and to offer personalized services at the time the user accepts (during the online process) the corresponding box. The contractual relationship to process the requested reservation entails the acceptance of a specific service, publicly displayed on the website in exchange for a specific price. depending on the characteristics of each tour.

## **CHANGE AND CANCELLATION POLICY**

All reservations are subject to the wholesaler's change and cancellation policy, and any modification and/or cancellation may incur fees that will depend, in each case, on the policy established by each supplier and the regulations in force at that time.

During this process and before confirmation, it is extremely important to read and understand the change and cancellation policy of the selected tour to which the reservation will be subject. However, if the service is canceled for any reason,

the client will be notified as soon as possible, by phone and/or email. We are available to answer any questions you may have.

All contracted services are subject to cancellation fees from the moment of payment of the reservation. Fees may vary depending on the supplier(s), and the amounts vary depending on how far in advance of the cancellation notification date.

### **Reservation Changes:**

Requests for additional seats to increase The group must be requested for confirmation.

### **Modifications before the start of the contracted service.**

If the modification affects the scheduled start date, Nhue Concierge S.L. cannot guarantee availability for the new request and its conditions until consulting with the wholesaler or reviewing available spaces. This request will be forwarded to the appropriate company, and once their response is received, the client will be duly informed for their information and subsequent decision.

### **Modifications after the start of the contracted service.**

In the event of any modification to the terms of the contract once the service has begun, Nhue Concierge S.L. undertakes to attempt to satisfy the user's requests, using all available means. Any requested modifications that entail new conditions will be offered to the user in advance so that the tour can accept them.

### **Cancellations:**

Date changes, passenger name changes, and passenger cancellations are considered reservation cancellations and are subject to the corresponding fees, if any (specified in each tour).

### **Cancellations may be due to:**

**1. Termination of the contract for reasons attributable to the organizer or cancellation of the tour.** In the event that the

consumer or user chooses to terminate the contract due to essential modifications to the tour or the tour is canceled before the agreed departure date for any reason not attributable to the consumer or user, the consumer or user shall be entitled, from the moment the contract is terminated, to a refund of all amounts paid or to another tour of equivalent or higher quality, provided that it is possible to offer one. In the event that the traveler cancels the tour before its start or refuses to accept a substitute tour, all payments made for the tour or by a third party on its behalf will be refunded without undue delay and, in any case, within a period not exceeding fourteen calendar days from the date of termination of the contract.

In the event that the trips offered were of inferior quality, the consumer will be refunded, where appropriate, based on the amounts disbursed and the price differences under the contract.

#### Cancellation Fees

These fees will be detailed for each contracted tour, depending on the trip and the advance notice it is taken.

#### Cancellation Fees for Transfers or Other Additional Services

In the event of cancellation, the corresponding fees will apply, whether they are partially or fully cancelled. The same cancellation fees will apply according to the periods detailed in the transfer section. The cancellation fees corresponding to the partially or fully cancelled service will also be applicable and cumulative, according to the wholesaler's or supplier's cancellation policy. The amounts will vary depending on how far in advance of the departure date the cancellation is notified.

### **RIGHT OF WITHDRAWAL**

The user does not have the right of withdrawal in the case of services related to recreational activities if the contract stipulates a specific performance date.

However, if the activity is cancelled, we advise the client to carefully read the information for the specific tour. If there is no specific cancellation policy for the specific product or service, the product or service is non-cancellable and non-modifiable and therefore non-refundable.

If there are specific conditions for the service or product, these will apply, superseding the general cancellation policy indicated here.

Refunds due to errors in the service.

Refunds resulting from an error in the service. In such cases, we undertake to exchange the service for an identical one, provided that it is available. In the event that the exchange cannot be made, the amount will be refunded to the payment method indicated.

## **DESCRIPTION AND INFORMATION OF THE SERVICES.**

In all our services, you will receive precise, detailed information on each of the contracted tours or services, which includes, among other information:

- Itinerary and duration of the guided tour.
- Means of transportation, departure and return dates and times, characteristics and categories, whether private or shared, pick-up points, duration, locations of intermediate stops, and, if applicable, transportation connections. The exact departure time will be communicated in advance, along with an approximate return time.
- The main features of the tour.
- The visits, excursions, or other services included in the total agreed price of the tour.  
The approximate group size.
- The language in which the services will be provided.
- If the tour is generally suitable for people with reduced mobility, precise information on the suitability of the trip for their needs.
- General information on the required documentation.

- The price, including all taxes and, where applicable, all fees, surcharges, and other additional costs, or if such costs cannot be reasonably estimated prior to the conclusion of the contract, an indication of the type of additional costs the traveler may have to bear.
- The minimum number of people required, if any, for the tour to run and the deadline before the start for possible cancellation of the contract if this number is not reached.
- An indication that the traveler may terminate the contract at any time prior to the start of the package tour, in exchange for payment of an appropriate penalty or, where applicable, the standard penalty applied for this purpose by the organizer.
- Special needs of the traveler accepted by Nhue Concierge S.L.
- Sufficiently in advance of the start of the tour, the traveler will be provided with tickets, as well as any transportation and arrival connections.
- Once the tour is arranged, the traveler will be provided with all the information on a durable medium.

### **Private Transfer Service (Private Transfer)**

We occasionally offer transportation services (in combination with the selected tour). These services are subject to availability and may be subject to change. Please inquire before the departure date as these services may be subject to change. Furthermore, these services, once confirmed, may have 100% cancellation fees. Please check the conditions with us at the time of booking.

Nhue offers private transfer bookings with immediate confirmation. We work directly with local drivers and select the best. This way, we ensure your vacation gets off to the best possible start.

**Special services requested by the user:**

If a passenger requires any special service or assistance, they must inform the agency as soon as possible so they can forward the information to the appropriate person or proceed with the booking. In the case of reduced mobility, they must indicate the type of service they require, whether they can climb stairs, etc. It is the user's responsibility and mandatory to indicate whether they wish to confirm the reservation even if the service provider denies the requested service. The reservation will not be confirmed until this information is available, regardless of the status of the requested service.

### **Relevant information to keep in mind for any of our services:**

#### Age Restrictions

All groups of minors must be accompanied by responsible adults.

#### Excursions

To participate in any of the excursions, it is essential to present a passport/ID for each traveler. Failure to provide this document in the required time and manner will result in the loss of the reservation/admission.

#### Transfers

If you require a private transfer, you can request it by calling customer service at +34 958 049 160 and/or emailing [customerservice@nhue.es](mailto:customerservice@nhue.es).

### **COMPLAINTS.**

If your complaint is related to any of the contracted services, you can contact us by email at [customerservice@nhue.es](mailto:customerservice@nhue.es) or by calling +34 958 049 160, where we will be happy to assist you.

#### Purchase Procedure

The purchase procedure can be completed in the language chosen

by the user on the website. This will be indicated before starting the purchase. The currency used will be the euro.

You only need to select the tour you wish to purchase and click on the image to view its features and details. You can select the number of units you wish to request. **Before purchasing, you must view all the service details in the description. Please carefully review the details of the tour you choose to learn about any special (specific) conditions before taking the tour. These conditions are available in the description of each tour.**

Once you have been informed of all the tour details and decide to continue with the purchase process, click the "Book now" button. A calendar will open where you can select the dates you wish to book. Once you have selected the date from those available, selected the tour, the language, and the number of people you wish to take, click the "Continue" button.

All tickets included in the cart may be deleted, provided you indicate otherwise. A form will open that you must complete with the necessary information to continue purchasing your tickets.

If you modify any of the information entered, the summary displayed on the screen will automatically change. Even if you add a specific tour, you can continue with your purchase. All selected tickets will remain in your basket or cart until you click the button to continue the booking process.

You will have the option to enter coupon codes, if available, to apply discounts. Discount codes may be given to customers, orders will be offered with a discount on the new purchase for a specified expiration period and minimum amount. If the user has a discount code, they must enter it before making the payment so that the discount can be applied before proceeding with the purchase. If they have not entered their discount code, the discount cannot be applied.

Orders will only be processed once the user has provided all the necessary information, including their credit card details, and has previously accepted the general terms and conditions of sale and the corresponding privacy policy.



The tour purchase will be completed once the user has made full payment and it has been received by the provider. Until then, the tour purchase will not be considered complete.

To finalize your purchase, click the "Continue" check box. Once you have verified that all your information is correct, you must click the "Pay" check box to complete the purchase. You must, in all cases, accept the **terms and conditions of purchase and have previously accepted the privacy policy**.

In any case, the provider's contracting platform will inform the user once the purchase process is complete. They will also receive an email with all the details, price, contract date, and tickets. After placing their order through the website, the user will immediately receive two emails to the email address provided during the order process: (i) one confirming the order, and (ii) another attaching the order pro forma. They can also receive it in paper format if they prefer. This document confirms that the purchase was successful and serves as proof of purchase for any type of claim. If you do not receive this email, please check your "spam" or "junk" account, as it may have been detected as spam. If it is not found there, please let us know as soon as possible so we can resolve the problem.

Nhue Concierge S.L., in accordance with the stated privacy policy, will guarantee the confidentiality of your data. For any questions regarding your order, please contact customer service at [customerservice@nhue.es](mailto:customerservice@nhue.es) or call +34 958 049 160 to address the issue.

If for any reason the reservation cannot be processed, the amount paid will be refunded directly using the same payment method used or the customer's preferred method. You can call customer service at +34 958 049 160 and/or email [customerservice@nhue.es](mailto:customerservice@nhue.es).

### **Payment Methods:**

a) Payments by credit/debit card: with this payment method, the customer will access a secure and controlled environment

where they will directly provide their card details to the entity, which will connect them to their bank/savings bank to authorize the transaction. In this way, payment will be made directly, legitimately, and securely, maintaining the privacy of the card information at all times. b) Payment via Apple Pay: Apple Pay is integrated into the iPhone, Apple Watch, Mac, and iPad. When you make a purchase, Apple Pay uses a device-specific number and a unique transaction code. This means your card number is never stored on your device or on the servers, and Apple never shares it with merchants.

### **Security:**

THE COMPANY has the highest security measures commercially available in the industry. Furthermore, the payment process operates on a secure server using the SSL (Secure Socket Layer) protocol. The secure server establishes a connection so that the information is transmitted encrypted, ensuring that it is only intelligible to the Customer's computer and the Website's computer. Thus, using the SSL protocol guarantees:

1. That the Customer is communicating their data to THE COMPANY's server center and not to any other computer attempting to impersonate it.
2. Data is transmitted encrypted between the Client and THE COMPANY's server, preventing its possible reading or manipulation by third parties.

### **Offers and Promotions:**

The offers and promotions made on this website will be accompanied by the corresponding information next to the service offered. You will be able to view this information, the validity period, and the characteristics and conditions of the offer and promotion. Price reductions will be clearly displayed, next to the regular price and without superimposing it on the discounted price for each of them.

### **Tour Execution**

Nhue Concierge S.L. will be jointly and severally liable for the correct performance of the Tour services included in the contract, regardless of whether these services must be performed by the same or other providers.

Users must inform us without undue delay, taking into account the circumstances of each case, of any lack of conformity observed during the performance of a tour service included in the contract.

If any of the services included in the tour are not performed in accordance with the contract, the lack of conformity will be remedied, unless this proves impossible or if it entails disproportionate costs, taking into account the seriousness of the lack of conformity and the value of the services affected.

When a significant proportion of the tour services cannot be provided as agreed, suitable alternative arrangements, if possible of equivalent or higher quality than those specified in the contract, will be offered, at no additional cost, for the continuation of the tour, including when the return to the departure point does not take place as agreed. If the proposed alternative arrangements result in a tour of lower quality than that specified in the contract, an appropriate price reduction will be applied.

Travelers may only reject proposed alternative packages if they are not comparable to those agreed in the tour contract or if the price reduction granted is inadequate.

If the tour includes passenger transportation, in the cases indicated in the two preceding paragraphs, equivalent transportation will be provided without undue delay and at no additional cost.

## **COMMENTS, SUGGESTIONS, COMPLAINTS, AND CLAIMS**

Your comments and suggestions are welcome. We ask that you send us these comments and suggestions, as well as any questions, complaints, or claims, by email.

In addition, we have official complaint forms available to consumers and users. You can request them by calling +34 958

049 160 or emailing customerservice@nhue.es.

Your complaints and claims to our customer service department will be addressed as quickly as possible and, in any case, within a maximum period of one month. Likewise, they will be registered with an identification code that we will provide to you, allowing you to track them.

### **Applicable Law and Jurisdiction**

This website is subject to Spanish law, and in the event of any dispute or controversy arising from the use of this website, both parties submit to the jurisdiction of the courts of the city of Granada. This clause expressly submitting to the courts of the city of Granada will not apply to disputes with website users who, under current legislation, are consumers. In this case, the provider and the user agree to submit any dispute that may arise from the provision of the products or services covered by these Terms and Conditions to the Courts and Tribunals where the user is located.

Likewise, the provider and the user may submit their disputes to the arbitration provided for in the arbitration and consumer and user protection legislation, and to the extrajudicial dispute resolution procedures established through codes of conduct or other self-regulatory instruments.

If you do not agree with the contracted products or services and you are a customer from the European Union, except for Spain, you may visit the following link to file a complaint:

<http://ec.europa.eu/consumers/odr/>