

1.LSSI (Spain Information Society Services Law) INFORMATION

This website is the property of “Viajes Iberia, S.A., Viajes Barceló, S.L., and Viajes Halcón, S.A. Unión Temporal de Empresas, Law 26 of May 1982, no. 18/82” (**EUROSENIORS U.T.E.**), as the company awarded the contract to run the SEGITTUR Holiday Programme for Older People called “European Senior Tourism”, with registered address at Camí dels Reis 308, Torre A Bajos, Urbanización Ca'n Granada, 07010 Palma de Mallorca, Balearic Islands, Spain and N.I.F. (Spanish Tax Identification Number) U57688020.

EUROSENIORS U.T.E. operates under the following title-licenses:, BAL-001, BAL 005 M/M, CICL-37-03, granted by the Balearic Islands Ministry of Tourism.

In addition to the registered office, the following email address is available for users to send their requests, queries or complaints: euroseniors@euroseniors.eu. They may equally use the HELP section on the web site for the same purpose.

II. INTELLECTUAL PROPERTY AND COPYRIGHT

The intellectual property rights of the website, the domain name, its source code, and the design and navigation structure contained thereon are the property of the above-mentioned company, to whom the rights of use of the same belong exclusively in all forms, and, especially, the rights of reproduction, distribution, public communication and transformation, unless expressly stated otherwise.

In cases where material is incorporated into the web site whose intellectual property or copyright belongs to third parties, express mention shall be made of that fact.

The user agrees, in compliance with that established in the Law on Intellectual Property, to maintain the integrity of the material and prevent any distortion, modification or alteration of or to it that may cause damages to the legitimate interests or harm the reputation of the owner. Likewise, the user agrees not to reproduce, copy, distribute or publish the contents of the information on this website without authorization in writing from the owner.

III. WEB SITE - CONDITIONS OF USE

Web site's users agree to use the same and the services offered on it in a lawful manner, in accordance with that stipulated in this legal notice and in such a way that they do not cause damages to the rights and interests of third parties or that may damage or produce abnormal use of the web site.

IV. EXCLUSION OF LIABILITY

Use of the web site:

Use of this web site is made at the user's own risk, and consequently **EUROSENIORS U.T.E.** accepts no responsibility for any damages that may be caused by interference, interruption, computer viruses, telephone breakdown or telephone disconnection through causes that are beyond the control of the above-mentioned company; for delays or interruptions in the use of this electronic system caused by deficiencies or overloading in its data-processing centre, telephone lines, in the Internet system or in other electrical systems; nor for any other disturbance that may occur in the users' software or hardware.

Similarly, **EUROSENIORS U.T.E.** accepts no responsibility for any damages caused by third parties through unlawful interference beyond our control. It also accepts no liability for harm or damage caused by the use or improper use of the web site content, nor for any consequences that may occur as a result of the errors, inaccuracies or omissions in the content that may

appear on this website provided by third parties, web site users also being considered third parties, in general, and the person responsible for the reservation, in particular.

Web site contents and links:

The web site accepts no responsibility whatsoever for outside content that is transmitted, hosted or accessed from the website, as it is not obliged to perform any prior checks to ascertain whether said links comply with current law. Neither does it guarantee freedom from viruses or other elements that may produce disruptions to computer systems, documents or user files, being exempt of all liability for damages of any type caused by these reasons to the user. Those companies that, with prior authorization from the web site owner, intend to establish a link to it must guarantee that this solely permits access to the page or service, and that it makes no reproduction of its content or services.

V. RESERVATION AND BOOKING CONDITIONS

Trough this web site we provide information on the SEGITTUR “European Senior Tourism” Project, as well as on EUROSENIORS U.T.E, the company that runs said programme.

On the site you will find information concerning the availability of rooms, rates and a search for accommodation by geographic location or services offered. You can also formalize reservations and finalize the booking of the corresponding trips directly online.

With SEGITTUR “European Senior Tourism” Project, you can go on trips to the Canary Islands.

The sale of trips during this current season is effected in accordance with that set out in the Technical Contract Terms established by SEGITTUR which govern the administrative contract under which EUROSENIORS U.T.E operates.

The use of this site, as well as the services and products that are available on it, implies the acceptance of the privacy policy and the latest version of these terms and conditions. For this reason, we advise you that you read these conditions before proceeding to make your reservation and each time you access our website, as the site reserves the right to change, modify, add or delete any part of these conditions at any time.

Making reservations, and, where relevant, finalizing the booking of the corresponding trips through the site, are subject to the following clauses:

1. Declarations: You declare that (i) you have full mental capacity to effect the reservation and/or book the trips, declaring that you understand and comprehend fully the conditions that are to be found on the site (ii) the data supplied when you make the reservation is truthful, complete and accurate (iii) you confirm the reservation made and/or the finalized booking of the trip: that is to say, the dates indicated, the number of rooms, persons and accommodation chosen.

The person responsible for the principal reservation declares that they have sufficient faculties to make the reservation and/or finalize the booking of the corresponding trips on behalf of the other beneficiaries incorporated in the same reservation reference code and, similarly, they declare that they have read and accept all that detailed in these terms and conditions.

2. Web site map: This site solely comprises the pages that are detailed on the map.

3. Web site access: Access to this web page is the responsibility of the user.

4. Requirements to make reservations:

4.1. Authorization

Users of the “European Senior Tourism” Project may be those persons who fulfil the following requirements:

- Citizens of any country of the EU, except Spain.
- Are at least 55 years old.
- Are usual resident in any of following countries:
- Are able to look after themselves and do not suffer from any psycho-physical disturbances that may disrupt normal harmonious living conditions.

Also a travel companion (one by user) could become a beneficiary even if He/She doesn't fulfill any of the requirements, except be self-sufficient and do not suffer any psycho-physical disturbance that may disrupt normal harmonious living conditions.

Children with a disability may be admitted as a travel companion, providing they have a degree of invalidity equal to or greater than 45% and providing they make the trip with their parents and occupy a supplementary bed in the same hotel room.

5. Making the reservation on the web site and booking the trip:

5.1. Finalising the booking of the trips reserved on the site can be carried out either online on the same website, or through a travel agent of your choice.

Making reservations and/or bookings online is subject to these terms and conditions.

5.2. These conditions will be displayed on screen for your acceptance before formalising the reservation. The reservation and booking of trips can only be formalised in Spanish.

5.3. You can stay for 29 days (28 nights), 22 days (21 nights), 15 days (14 nights), or 8 days (7 nights).

5.4. The reservation and booking process on the site is carried out through the "SEGITTUR Reservations" section via the following steps:

- 1) Selecting the number of places required.
- 2) Origin.
- 3) Preferences (Length of trip + preferred month for start of trip).
- 4) Availability (Calendar and Destinations).
- 5) Departures.
- 6) Passengers.
 - 6.1.) Identification of the person responsible for the reservation.
 - 6.2.) Identification of the data of the person responsible for the reservation.
 - 6.3.) Introduction of the other passengers' data.
- 7) Confirmation of the reservation.
- 8) Choice of payment method.
- 9) Issue of Travel Document.
- 10) Finalised booking confirmation.

5.5. To request a single room, at the moment of making the reservation a screen will appear where you must indicate the name of the person requesting the single room and after 24 hours you will be informed of the confirmation or refusal of the request, the reservation being on hold until availability is confirmed. Should the application be refused, the reservation will be cancelled, informing you within the following 24 hours.

5.6. Once you have made the reservation you can access the same at any moment through the "Bookings" section on the web site. If you are the person responsible for a group reservation, you can also perform the following actions in this same section:

- Cancel passengers.
- Modify the contact data indicated in the reservation.

- Change the person responsible for the reservation.

If you are not the person responsible for a group reservation, you can still perform the same actions, but only in relation to your own file.

6. Price and payment

6.1 The prices indicated on the site are Recommended Retail Prices on euros, with indirect taxes included.

6.2. The services included on each trip are the following:

- Return journey and the necessary services en route.
- All meal services necessary during the trips of 28, 14, or 7 nights' stay as appropriate.
- The first and last service at the hotel will be that indicated in your Travel Document.
- Trips without transport: the services offered will begin and end at the destination hotel, with the first service being the evening meal and the last, breakfast.
- Accommodation in double shared room or single room (with prior confirmation and paid for), both with full board with water and wine at lunch and dinner.
- On Cultural Trips and Nature Tourism the programme of visits authorised by the SEGITTUR will be included.
- Accommodation in hotels authorised by the SEGITTUR.
- Travel insurance policy that covers, amongst other contingencies, death, illness and serious accident, etc.

6.3. Methods of payment:

6.3.1. To finalize booking online, you can use the following methods of payment:

- **Payment by bank:** Print the Travel Document and pay at one of the banks indicated on said document. For the document to be valid it should be accompanied by the resulting receipt of payment.
- **Payment by bank transfer:** Print the Travel Document where you will find details on how to make the transfer. For the document to be valid it should be accompanied by the resulting receipt of payment.
- **Payment by bank card:** The cards accepted by the site are those that are indicated on the payment-processing page. Payment is made via a payment gateway that has the pertinent security measures. When you confirm payment with the "Confirm" button you will obtain the Travel Document with the proof of payment that is essential to be able to travel.

At all events, **the reservation is considered finalized and successful only when payment has been made within the periods stipulated, and you have expressly accepted the privacy policy on the site together with these booking conditions and the Combined Travel Contract clauses.**

You can select whether you want to print the Travel Document or receive it by email to your account.

6.4.2. Payment for group trips: Each user can individually select the method of payment that they prefer. If all the users within a group intend to pay by the same method, they can indicate this at the moment of making the reservation, or to the contrary, they should leave the payment pending and indicate this in the "Bookings" section to be able to issue the Travel Document.

6.4 Payment periods:

If you do not select a method of payment at the moment of processing your reservation, you will have 4 days from this time to communicate the method of payment you decide on through the "Bookings" section on the site. After said period, if you have not communicated your method of payment, the reservation will be automatically cancelled.

If the method of payment selected is "Payment by Bank" or "Payment by Transfer", you must pay the price of the trip **from the moment you issue the Travel Document up to 15 days before the date of departure. If the departure is within this period, you should make the payment in the 48 hours following the finalized booking of the trip. In both cases, if you do not make payment of the total price, it shall be understood that you renounce your place(s), and we will automatically proceed to cancellation.**

7. Cancellation of reservations

All cancellations generate administrative costs of 6.2% of the total trip price for users resident in Spain and Europe.

Cancellation costs for users are the following:

1. If cancellation occurs more than 10 and less than 15 days before the anticipated date of the trip departure, 65% of the total amount will be charged.
2. If cancellation occurs between 10 and 3 days before the trip, 75% of the total amount will be charged.
3. If cancellation occurs 48 hours before the trip, 100% of the total will be charged.
4. If the client is not present at the moment of trip departure, 100% of the total amount will be charged.

In all cases, any refund request should be made within the 120 days that follow the anticipated date for the start of the trip.

The "European Senior Tourism" Project includes an insurance policy contracted with the Europ Assistance Insurance Agency that guarantees the refund of administrative costs and cancellation of the ticket when the cause of cancellation occurs before departure and within the 15 days prior to the date established for the start of the trip and in accordance with the above-mentioned scale.

Justified causes for cancellation are:

- a) Death, accident, or serious illness that requires admittance to hospital for the user.
- b) Death, accident, or serious illnesses that requires admittance to hospital for the spouse, partner or legal domestic partner, or close blood relation or relation by marriage.
- c) Serious accident which, whilst not requiring admittance to hospital, causes severe functional impotence in the limbs of the user or spouse or legal domestic partner.
- d) Serious damages (which imperatively require the presence of the insured person on the day of departure), such as robbery, fire, flood or similar incident that affect the habitual residence of the insured person.
- e) Being called as a witness to court.

To cancel trips booked at a travel agent's, users should contact this directly.

Reservations and/or trips booked online may be cancelled through the "Bookings" section on the site.

You can also download the refund request form from the site. Once you have filled this in, you should print it and send it to the address indicated below, with the following documentation:

- Letter explaining the reasons for cancellation indicating your address in order to be able to proceed with the refund, if considered appropriate.

- Original Travel Document(s) that are not going to be used.
- Justifying note giving the reason for the cancellation. In the case of admission to hospital, include date of admission and release: in the case of death, include death certificate, etc.
- Photocopy of the documentation that proves relationship with the ill or deceased person, or person who has had the accident.

All this documentation should be sent to our offices at the following address:

Cami dels reis, 308
Torre A bajos
Urbanización Ca'n Granada
07010 Palma de Mallorca
Balearic Islands
Spain

8. Acceptance

The formalization of the reservation and/or booking of the trip online necessarily implies that you have expressly accepted (i) these terms and conditions, (ii) the privacy policy on the site and (iii) the clauses of the Combined Travel Contract. For any dispute or controversy in compliance, interpretation or resolution, the parties shall be subject to the Courts and Tribunals of Palma de Mallorca (Spain).