

TERMS & CONDITIONS

Michelangelo Iberian Travel (hereinafter, **M.I.T.**) is a tour operator specialized in organizing group travel to Spain and Portugal. **M.I.T.** collaborates with foreign travel agencies (hereinafter, **THE CLIENT**) to offer wholesale services in the creation of group travel packages.

The following booking conditions apply to all services provided by **M.I.T.**

I. Contract Issuance and Services provided

1. Booking Confirmation:

- Upon acceptance of **THE CLIENT**'s request, **M.I.T.** will issue a booking confirmation. Offers are subject to availability at the time of booking.
- The contract between **M.I.T.** and **THE CLIENT** is considered formalized only upon written confirmation of the requested services.
- **THE CLIENT** is responsible for ensuring compliance with the provisions of Book IV of Royal Legislative Decree 1/2007, of November 16, which approves the consolidated text of the General Law for the Defense of Consumers and Users and other complementary regulations, where applicable.

2. Contract Scope:

- The contracted services are described in the informational materials provided by **M.I.T.** (e.g., brochures, booking confirmations).
- Any changes or additions must be confirmed in writing by **M.I.T.**; otherwise, such requests will not be considered binding.

II. Payment terms

1. Standard Payment Plan:

- **50% deposit:** 45 days prior to departure.
- **Remaining balance:** 14 days prior to the first service.

2. Consequences of Late Payment:

- In the event of non-compliance with the payment conditions, the provision of the booked services will not be guaranteed, and **M.I.T.** reserves the right to withhold payment for the tour.
- For customized tours, specific payment conditions may apply as outlined in the proposal.

III. Cancellation Policy

1. Standard Cancellation Penalties:

- Up to **45 days** before departure: No penalty.
- **44 - 30 days** before departure: 10% of the trip cost.
- **29 - 15 days** before departure: 50% of the trip cost.
- **14 - 5 days** before departure: 90% of the trip cost.
- **5 days or less** before departure: 100% of the trip cost.

For customized tours, specific cancellation conditions may apply as outlined in the proposal.

2. Partial Cancellations:

- Partial cancellations are allowed up to 30 days before departure, provided the minimum number of participants is met. The above penalties apply to partial cancellations.
- If the minimum number of participants is not met, the entire trip must be canceled, and the corresponding penalties will apply.

3. No Shows:

- No refunds are provided in the event of a no-show.

IV. Unclaimed Services

If the trip is undertaken, but some of the booked services are not utilized due to reasons attributable to the end consumer or **THE CLIENT**, **M.I.T.** reserves the right to full payment. However, **M.I.T.** will attempt to obtain a refund from service providers for unused costs. If a

refund is received, it will be transferred to **THE CLIENT**. In any case, **M.I.T.** is committed to finding the most advantageous alternative solution.

V. Minimum Number of Participants

- The minimum number of participants for all tours is 10 persons, unless otherwise indicated in the booking confirmation.
- If the minimum number is not met and the trip is not cancelled within the stipulated time, **THE CLIENT** is obligated to pay the amount corresponding to the minimum number of participants.
- The minimum number will be specified in the Service Confirmation Sheet. If the minimum number is not reached, **M.I.T.** reserves the right to apply the provisions of Article 160.3 of Royal Legislative Decree 1/2007, of November 16.

VI. Complimentary Places

- For trips published online:
 - **1 free place** for the coach driver or tour guide (min. 18 paying guests) in a single room.
 - **2 free places** (sharing a double room) for groups of 35 or more paying guests.
- Other tours: Refer to conditions stated in the offer.

VII. Tour Leader Responsibilities

- **THE CLIENT** must provide a tour guide unless the service description of **M.I.T.** includes a guide.
- If **M.I.T.** provides a professional guide, the guide will be responsible for providing cultural, historical, and regional information.

VIII. Problem Resolution

Any issues or deficiencies in travel services must be reported immediately to **M.I.T.** or the designated tour guide to ensure prompt resolution.

IX. Liability

- **M.I.T.** shall be liable only for issues directly attributable to its own management or that of its service providers.
- If issues are caused by service providers without fault or gross negligence, **M.I.T.**'s liability (excluding personal injury) is limited to three times the cost of the tour.
- Criminal liabilities are not limited or affected by the terms of this agreement.

X. Legal Compliance

- **THE CLIENT** is responsible for ensuring that travelers comply with all legal requirements (passport, customs, currency, vaccinations, and visas).

XI. Jurisdiction

- Any dispute will be submitted to the Court of Barcelona, Spain.

XII. Invalid Clauses

- If any condition of the contract is declared invalid, the rest of the contract will remain valid and in force.

XIII. Mileage Information

- Distance information is indicative; **M.I.T.** is not responsible for any discrepancies in calculations.

XIV. Contracting Partner

Michelangelo Iberian Travel S.L. (B19873157)
C/ Tuset, 20-24, 08006, Barcelona

Additional Notes

- **Force Majeure:** **M.I.T.** is not responsible for unforeseeable or unavoidable events.
- **Accuracy of Information:** **M.I.T.** commits to providing accurate information, but some details (e.g., ticket prices) may change without notice. Any changes will be communicated as soon as **M.I.T.** becomes aware of them.