

Terms and Conditions

Reservation Conditions

By using this site to purchase products or services, as a user you authorize Elite Bookings FZCO to act as your representative during the purchase process with the corresponding Travel Provider (s), as well as to pay for such products or services. services on your behalf and on your behalf, as necessary, to guarantee that the transaction between the User and his / her Provider / s is carried out correctly. For this reason, Elite Bookings FZCO will charge you a management fee, depending on which product or service you buy. In any case, as a User you will have all the necessary information about the complete final price of the products or services selected before starting your purchase or order with payment obligation.

1.- Price of the trip and elements included

The price of the package trip INCLUDES:

- One-way, intermediate and return transportation, when this service is included in the program / offer composed and / or contracted, in the type of transport, characteristics and category contained in the reservation and documentation sent by email to the User.
- Airport taxes when applicable.
- The accommodation, when this service is included in the program / offer contracted by the user, in the accommodation and the diet included in the reservation and according to the documentation sent by email to the User.
- Indirect taxes (VAT, IGIC), when these are applicable.
- All other services and supplements that are specifically specified in the program and offer made and contracted.

In the case of additional expenses foreseen in the combined trip that the User must assume, and that are not paid to the Organizer, their existence will be informed if their amount is known.

The price of the package trip DOES NOT INCLUDE:

- Visas
- Entry and exit fees
- Certificates of vaccination
- "Extras" such as beverages (if not expressly listed as included), special diets, laundry service, or any additional optional hotel services, excursions and optional visits, tips and in general, any other service that does not appear expressly in the section "The price of the combined trip includes" or not specifically detailed in the reservation or in the documentation sent to the User

2.- People with reduced mobility

Persons with reduced mobility, before proceeding with the reservation request, must inform the retail agency of such situation, in order to assess the possibility and feasibility of contracting the trip according to the characteristics of the trip.

In accordance with the provisions of Regulation EC 1107/2006, a person with reduced mobility is defined as any person whose mobility to participate in the trip is reduced due to physical disability (sensory or locomotor, permanent or temporary), disability or intellectual disability, or any other cause of disability, or age, and whose situation requires adequate care and adaptation to their particular needs of the service made available to other participants in the trip.

3. Confirmation of the reservation

The perfection of the combined travel contract occurs with the confirmation of the reservation. From that moment, the combined travel contract is mandatory for both parties.

4.- Review of prices

The price of the package trip has been calculated based on the exchange rates, transportation rates, fuel costs and applicable taxes and fees on the date of booking the trip. Any variation in the price of the aforementioned elements may result in the revision of the final price of the trip, both upwards and downwards, in the strict amounts of the variations of the price alluded to.

These modifications will be notified to the User, in writing or by any means that allows to have proof of the communication made.

In no case will it be revised upwards in the twenty days immediately prior to the departure date of the trip.

5.- Forms of payment, inscriptions and reimbursements

The total amount of the trip must be paid prior to sending the documentation and in any case always before the expected date of departure of the trip.

If the total price of the reservation is not paid under the aforementioned conditions, it will be understood that the User waives the requested trip, the conditions provided in the following section being applicable. In the event that before the conclusion of the contract the Organizer is unable to provide any of the services requested by the User,

the User may withdraw their request by recovering only the amounts anticipated, if any.

In the event that the credit card is rejected for payment for any reason, your reservation may be canceled without prior notice.

The fact of requesting a reservation implies a commitment on the part of the User to authorize the charge on the credit card provided for the entire amount of the contracted trip.

6.- Modification or cancellation by the User

If at any time prior to departure the consumer wishes to request changes regarding destinations, means of transport, duration, schedule, itinerary of the contracted trip or any other end referred to benefits and the agency can make them, The latter may demand the payment of justified additional expenses caused by said modification as well as a premium for modification of the reservation that may not exceed 3% of the price of the trip.

Before the departure, the agency can only make the changes that are necessary for the good purpose of the combined trip and that are not significant. It is considered that the necessary changes are significant if they prevent the realization of the purposes of this according to their general or special characteristics.

In the event that the agency is forced to make significant changes, it will immediately inform the consumer. The latter may choose between accepting the modification of the contract in which the variations introduced are specified and their impact on the price, or terminate the contract. The consumer must communicate the decision that he adopts to the agency within the three days following the notification of the modification. If the consumer does not communicate his decision within the indicated period,

7. Right of withdrawal of the consumer

The consumer has the right to desist from the contracted trip at any time before departure. However, if this withdrawal occurs within 15 days before departure, you must pay a penalty based on the time left for the departure, which will be: a) 5% of the price of the trip if it occurs with an advance of more than 10 and less than 15 days. b) 15% of the price of the trip, if it occurs between 10 and 3 days in advance. c) 25% of the price of the trip, if it occurs within 48 hours prior to departure.

The consumer will not have to pay any percentage as a penalty if the withdrawal takes place due to force majeure. For these purposes, the death, serious accident or illness of the consumer or any of the persons with whom he or she lives or any analogous situation that prevents him from participating in the trip shall be considered a force majeure.

In all cases, the consumer must pay the management costs (€ 30 per person) and cancellation that results in the withdrawal

The withdrawal produces effects from the moment in which the will to desist from the consumer comes to the knowledge of the agency.

Once the withdrawal is known, the agency will return to the consumer the amounts paid within a maximum period of one month, minus the management expenses and, if applicable, the cancellation costs justified and the penalties.

If the package is subject to special economic conditions of contract, such as freight of airplanes, ships, special tariffs or other analogous, the expenses of management, the expenses of cancellation and the penalties will be those that indicate in an explicit way the brochure for that travel or those agreed in a particular way in the contractual document. In general, once an air ticket is physically issued, your cancellation expenses can reach 100% of the amount. The special rates of plane and seats on "charter" or "special" flights also carry cancellation fees that reach 100% of their amount

8.- Transfer of the reservation

The User of the combined trip may assign his reservation to a third person, who meets all the conditions required for the same.

The cession must be communicated in writing to Elite Bookings FZCO at least 15 days before the start date of the trip.

Both will be jointly and severally liable to Elite Bookings FZCO for the payment of the price of the trip and the additional expenses arising from the assignment.

The cession will not be possible when sufficient cause is present, and / or the airline does not accept change of name.

9.- Modification or cancellation by the Organizer

Elite Bookings FZCO undertakes to provide the User with all the contracted services contained in the program that gave rise to the combined travel contract, with the conditions and characteristics

stipulated, all according to the following extremes:

- In the event that, prior to the departure of the trip, the Organizer is obliged to significantly modify any essential element of the contract, it must immediately inform the User. In such case, and unless the parties agree otherwise, the User may choose to terminate the contract without penalty or accept a modification of the contract in which the variations are required, introduced and their impact on the price.

The User must communicate the decision adopted to the Organizer within three days after being notified of the notification referred to in the previous section.

In the event that the User does not notify his decision in the terms indicated, it will be understood that he opts for the termination of the contract without any penalty, unless he actually makes the trip with the changes introduced, which will be considered a tacit acceptance of the modified contract.

- When the cancellation of the trip, except in cases of excess reserves, is due to reasons of force majeure.

Factors of force majeure are circumstances beyond the control of the Organizer, abnormal and unpredictable whose consequences could not have been avoided, despite having acted with due diligence.

- In the event that, once the trip has begun, the Organizer does not provide an important part of the services provided in the contract, it will adopt the appropriate solutions for the continuation of the organized trip, without any supplement to the price for the User, and, if applicable, will pay the User the amount of the difference between the services provided and those provided. If the User continues with the solutions given by the Organizer, it will be considered that he accepts these proposals tacitly.

In case of complaint, the Organizer must work diligently to find the appropriate solutions.

In no case, everything not included in the Combined Travel Contract (such as, for example, transport tickets from the place of origin of the passenger to the place of departure of the trip, or vice versa, hotel reservations in days before or after the travel, among others) will be the responsibility of the

Organizer, there is no obligation to compensate for these possible expenses of independent services in case the trip is canceled for any of the foreseen reasons.

The transfer service from the airport, port or station to the hotel or other place planned for the trip, is contracted as a general rule, until one hour after the user's expected time of arrival. Therefore, if the aforementioned arrival occurs after that period, even if due to force majeure, the transfer service may not be borrowed. If transfers / assistance from the hotel-airport or vice versa or similar, included in the reservation, are not met, mainly for reasons beyond the control of the transfer operator and not attributable to the Organizer, the latter will reimburse only the amount of the alternative transportation used by the User in the displacement, upon presentation of the corresponding receipt or invoice. No refunds will be made for services not voluntarily used by the traveler.

9.- Obligations of the User

The User is obliged to communicate in writing any breach in the execution of the contract as soon as possible to the Organizer and, as the case may be, to the provider of the service in question, at the telephones and addresses indicated in the lists of pagers and the travel brochure.

In addition, all users, including children, must have in order their personal and family documentation, whether the passport or ID, according to the laws of the country or countries visited. It will be on their account when the trips so require the obtaining of visas, passports or vaccination certificates, among others.

In case of being rejected by any Authority, the granting of visas, for particular reasons of the User, or being denied entry to the country due to lack of the requirements that are required, or by defect in the required documentation, or not to be a carrier of the same, the Organizer declines all responsibility for acts of this nature, being on behalf of the User any expense that originates, applying in these circumstances the conditions and rules established for the cases of voluntary withdrawal of services.

All users are also reminded that they must ensure, before starting the trip, that they have complied with all the applicable rules and requirements regarding visas in order to be able to enter without problems in all the countries that are going to be visited. Children under 18 must carry written permission signed by their parents or guardians, in anticipation that it can be requested by any authority. We warn that many countries require specific documentation to enter them based on the nationality of the passenger, whose obligation is to be up to date with that information and Act accordingly.

The traveler declares that they know and that they will comply with the government requirements for exit, entry and other documentation of each country they visit.

10.- Responsibility of the Organizer

Distribution of responsibility

A. The organizing agency and the retail agency will respond to the consumer for the correct fulfillment of the combined travel contract according to the obligations that correspond to them for their respective field of management of the package.

B. The organizing agency and the retail agency respond to the consumer whether they execute the services included in the package trip themselves or if they are carried out by their assistants or other service providers.

C. The organizing agency, being the one that plans the combined trip, is responsible for the damages caused to the consumer due to the non-execution or deficient execution of the benefits included in the combined trip as well as the damages arising from the breach of any other obligation that corresponds to its scope of management in accordance with the applicable legislation.

D. The retail agency, because it sells or offers for sale the combined trip proposed by an organizing agency, is liable for the damages caused to the consumer due to errors made in reporting the package trip, for having omitted the information he had to provide him, for not having given him the necessary documentation for the correct realization of the trip and, in general, for having breached any other obligation that corresponds to his scope of management in accordance with the applicable legislation.

12. Causes of exoneration of responsibility

The responsibility of organizers and retailers will cease when any of the following circumstances occur: a) That the defects observed in the execution of the contract are attributable to the consumer. b) That said defects are attributable to a third party unrelated to the provision of the services envisaged in the contract and that they are unpredictable or insurmountable. c) That the aforementioned defects are due to reasons of force majeure, understanding as such those circumstances unrelated to the party invoking them, abnormal and unforeseeable whose consequences could not have been avoided, despite having acted with due diligence. d) That the defects are due to an event that the retailer or, where appropriate, the organizer, despite having put all the necessary diligence, could not foresee or overcome.

13. The consumer's duty to reduce the damage

In any case, the consumer is obliged to take appropriate and reasonable measures to try to reduce the damages that may arise from the non-execution or deficient performance of the contract or to prevent their aggravation. The damages that derive from not having adopted said measures will be for the account of the consumer.

14. Duty of agency assistance

A. The organizing agency and the retail agency, despite being exempt from liability, will continue to be obliged to provide the necessary assistance to the consumer who is in difficulties.

B. There will be no duty of assistance provided in the previous section when the defects produced during the execution of the contract are attributable exclusively to intentional or negligent behavior of the consumer.

15. Limitations of liability of international conventions

When the benefits of the combined travel contract are governed by international agreements, the compensation of the bodily and non-bodily harm resulting from the breach or the poor performance thereof will be subject to the limitations established by them.

16. Limitation of liability for non-corporal damages

A. When the benefits of the combined trip are not governed by international conventions:

- a) the indemnities for non-corporal damages will be limited by all concepts to double the price of the trip, including the moral damages not derived from corporal damage and the reimbursements that They must be done.
- b) The compensation of the organizing agency for damages resulting from loss or damage of luggage will be limited to 350 euros.

B. The limitations set forth in the two previous sections will not apply if the agency or the service providers have intentionally caused the damage or acted recklessly knowing that it would probably occur.

17. Information on provisions applicable to passports, visas and vaccines

A. The agency has the duty to inform about the sanitary formalities necessary for the trip and the stay, as well as about the conditions applicable to the citizens of the European Union regarding passports and visas and will be responsible for correcting the information that facilitate.

B. The consumer must obtain the necessary documentation to make the trip, including the passport and visas and the one related to sanitary formalities. All damages that may arise from the lack of this documentation will be from your account, and in particular, the expenses incurred due to the interruption of the trip and your eventual repatriation.

C. If the agency accepts the order of the consumer to process the necessary visas for any of the destinations provided in the itinerary, it may require the payment of the visa fee as well as the management expenses for the procedures that must be performed before the diplomatic representation or corresponding consular.

In this case, the agency will be liable for any damage attributable to it in accordance with the procedure normally required for delays in obtaining the necessary documentation or for lack or insufficiency of the same.

17. Liability in relation to incidents in air transport

When the Cía. Air cancels a flight or incur a long delay will be responsible for providing proper assistance and care to passengers, affected, must assume the cost of meals, calls, transportation and overnight if necessary, by virtue of the provisions of the EEC Regulation 261/2004, which establishes the common rules on compensation and assistance of air passengers in cases of denial of boarding and cancellation or long delay of flights.

In case of flight cancellation, you will also be obliged to pay the corresponding compensation to the passenger, as well as to reimburse the price of the airline ticket if

the passenger opts for this option, if the cancellation is due to extraordinary circumstances that could not have been avoided even if all reasonable measures have been taken, the air carrier in charge of making the flight will not be obliged to pay the compensation but will pay due assistance and attention to the affected passengers and reimburse them for the price of the ticket if they opt for this option.

18. Liability for benefits not included in the package trip

A. The rules of contractual responsibility of the combined trip do not apply to benefits such as excursions, attendance at sporting or cultural events, visits to exhibitions or museums, or other similar ones, which are not included in the overall price of the trip. combined trip and that the consumer contracts with facultative character on the occasion of it or during its course.

In these cases, the agency must indicate to the consumer the facultative nature of the benefit and that it is not part of the combined trip.

B. If the agency intervenes in the hiring of these benefits, it will respond according to the specific rules of the contract that it carries out.

19. Applicable Law

This combined travel contract is governed by the agreement between the parties and by the provisions of these general conditions, the regional regulations in force, in the place of conclusion of the contract and, in the absence of these, by the provisions of the Royal Legislative Decree 1/2007 of November 16, which approves the revised text of the General Law for the defense of consumers and users and other complementary laws.

20. Claims to the agency

A. Without prejudice to legal actions that assist, the consumer may make written claims for non-execution or poor execution of the contract with the retailer within a maximum period of 30 days, starting from the day in which it was to end. trip.

B. Within a maximum period of another 30 days, the organizing agency or the retail agency, in accordance with the obligations that correspond to them for their respective area of management of the combined trip, must answer in writing the claims made within the deadline.

C. In this phase, the consumer and the agency may request the mediation of the competent administration or of the bodies established for the purpose to find a solution for the conflict that is satisfactory for both parties.

D. If the dispute can not be resolved by claiming the agency, the consumer may submit it to consumer arbitration if the agency claimed had previously adhered to the arbitration system of consumption, or, in any case, claim in court.

21. Consumer arbitration

A. If the agency claimed has previously adhered to the consumer arbitration system, the consumer may address their claims to the Consumer Arbitration Board of the autonomous community that is competent in the place where the contract is concluded or to the one to which it has adhered, within a maximum period of 3 months, starting from the day on which the trip was to end.

B. Claims in which there is intoxication, injury, death or there are rational indications of crime can not be subject to consumer arbitration.

C. Unless otherwise stated in the public offer of submission to the arbitration system of consumption, the arbitration shall be by law and the arbitration procedure shall be governed by the provisions of Royal Decree 231/2008, of February 15. It will be limited to claims of less than 1000 euros per person and a total maximum of 5,000 euros per claim.

D. The award issued by the arbitral tribunal appointed by the Consumer Arbitration Board shall resolve the claim presented with finality and shall be binding on both parties.

22. Legal actions

A. If the dispute is not subject to consumer arbitration, the consumer may file a claim in the courts of the place where the contract was concluded.

B. The consumer can only be sued before the courts of the place where the contract is concluded.

C. The legal actions derived from the combined travel contract prescribe for the period of two years, starting from the day on which the trip should end.

23.- Other complementary information

23.1 Transport

The consumer must appear at the place indicated for the departure with the advance indicated by the agency or, failing that, by the brochure. As a general rule, in the case of air transport, the minimum notice is one and a half hours before the scheduled departure time.

When contracting air services, it is recommended that the client reconfirm flight departure or return times 48 hours in advance. It will always be understood as a direct air route whose documentary support is a single flight coupon, regardless of whether the flight makes any technical stop.

In some cases, certain airstrips will be made with an airline that does not appear on the ticket or in the confirmation of the reservation, due to the use of shared codes and alliances that exist between airlines, which can not be held responsible or Organizer or the Retailer Agency.

Due to the multitude of airlines and contracted fares, it is recommended to reconfirm the allowed baggage allowance in each case.

The loss or damage that occurs in relation to hand luggage or other objects that the consumer carries and keeps in his custody are of your sole account and risk.

23.2 Accommodations

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 your country. In some cases, information on the category of hotels will be provided using the star classification, although this is not the current one in the specific country, so that the user can, through the star equivalence, be more easily oriented the services and categories of the establishments, in the knowledge always that such qualification only responds to the assessment made by the Organizer.

On the other hand, given the current legislation in this regard, which establishes only the existence of single and double rooms allowing that in some of the latter a 3rd and 4th bed can be enabled, it will always be estimated that the use of said extra beds is made with the knowledge and consent of the people who occupy the room and thus it will appear reflected the room as triple in all printed reservations provided to the User.

The usual time for entering and leaving hotels is based on the first and last service that the user will use. As a general rule and unless otherwise expressly agreed, the rooms may be used from 14:00 hours on the day of arrival and must be vacated before 12:00 noon on the day of departure.

In the event that the user foresees his arrival at the hotel or apartment booked on dates or times other than those described, it is advisable, in order to avoid problems and misunderstandings, to communicate this circumstance as soon as possible to the establishment directly.

The hotel accommodation service will be understood to be provided provided that the room has been available to the User on the corresponding night, independently of the fact that, due to the circumstances of the combined trip, the time of entry into the same room occurs later than initially. provided.

With regard to the admission of pets, the User must consult Elite Bookings FZCO at the time of making the reservation about the possibility of taking animals, as they are generally not admitted to hotels and apartments.

Food services are defined as:

- S.A. / HE HAS. = Accommodation only
- A.D. / H.D. = Bed and breakfast
- M.P / HB. = Half board (usually breakfast, dinner and accommodation)
- P.C./FB = Full board (breakfast, lunch, dinner and accommodation)
- S.P. = According to program

Unless expressly indicated, drinks are never included. Some facilities in some hotels are operational

exclusively on specific dates and not the entire season, such as air conditioning, heating, swimming pools or jacuzzis, which will be subject to what is determined by the hotel establishment.

Depending on the number of clients and according to their nationality, the hotels reserve the right to schedule their exclusive activities in foreign languages.

23.3 Luggage

The luggage and other personal belongings of the traveler are not subject to the combined travel contract, it being understood that it is transported by the traveler himself and at his full account and risk. The Organizer is not obliged to respond to any type of

incident or its consequences, related to baggage. Transport companies (air, sea, river, land or rail, among others), may respond to the traveler in accordance with the clauses of the transportation contract that constitutes the Passage Ticket.

Likewise, in hotels, they will be responsible, in accordance with their specific rules, for any incident related to luggage and equipment that occurs during the period of accommodation in them. It is recommended that all passengers are present in all cargo handling and handling of their luggage, and make the appropriate claim to transport companies or the hotel at the time of observing any deficiency, damage or disappearance of your luggage.

23.4 Special conditions for children

Given the diversity of treatment applicable to children, depending on their age, the service provider and the date of travel, it is recommended to always check the scope of the special conditions that exist and that at all times they will be subject to specific and detailed information and it will be included in the contract or in the documentation of the trip that is delivered to the User. In general, regarding the accommodation, the discounts to the child will be applicable whenever you share the room with two adults.

23.5 Discounts for babies, children, large families or residents The User is responsible for providing documentation that proves that he / she complies during the entire trip with the requirements to benefit from the discount on all services that include it. In case of detecting at any time that a customer with a discount applied does not comply with the requirements, will be required the additional payment that corresponds.

23.6 The photographs and maps The photographs and maps that are reproduced in the programs and on the web are only intended to provide the User with more information. In case of any type of modification in the establishments, this can not be considered as misleading advertising by the Organizer or the Retailer Agency.

23.7 Transfers

It is the obligation of the passengers to notify as soon as possible of a possible delay / cancellation of the flight that affects the transfer of arrival. Likewise, if there is loss of luggage upon arrival at the airport, one of the passengers must inform the transfer operator / driver at the destination of the incident so that the transfer can be made. In the case of not warning in the above cases, the provision of the service is not guaranteed. Persons with disabilities, or accompanied by children / babies or animals that require special conditions of transfer (wheelchairs or baby seats, among others), must request in writing to the data agency the request for such special transfers. The agency can refuse to provide the service. The discretionary transport of passengers is exempt from carrying chairs adaptable for children. Passengers should check the service voucher for directions on meeting points and scheduled times for both the outward and return transfer.

24.- Claims and actions derived from the contract The Combined Travel Contract is governed by the agreement of the parties, the provisions of these CUC and by the provisions of Royal Legislative Decree 1/2007, of November 16.

In order to simplify the resolution of claims by civil means and reduce costs to the User, since it would not need lawyers and / or attorneys, the Organizer does not exclude the possibility of submitting to an Arbitration of Equity of the Court of Arbitration of the Chambers. of Commerce and Industry. In this sense, and in accordance with European Regulation No.

524/2013, Elite Bookings FZCO reports the existence of a European online dispute resolution platform that facilitates the out-of-court resolution of such litigation for contracts also concluded online between passengers and

travel agency. This platform can be accessed through the following web page:
<http://ec.europa.eu/odr>

25.- Prescription of shares

The limitation period of the actions derived from the rights recognized in Royal Legislative Decree 1/2007 will be 2 years, as established in art. 164 of the aforementioned standard.

26.- Accommodation rates

In some countries there is a local tax called "tourist tax", which must be paid directly at the establishment.

27.- Changes in the Conditions of Use and Contracting

We may update these Conditions of Use and Contracting in the future.

28.- Sanctions Policy

We do respect and apply the restrictive measures, or sanctions applied by the UN & EU towards the countries under sanction, which means that you'll not find results or solutions to book on our websites for those countries, for more information you may consult the EU Sanction Policy on the page

https://www.eeas.europa.eu/eeas/european-union-sanctions_en

29.- Contact

If you wish to ask questions about these Terms of Use and Hiring, contact us at:

E-mail: info@elite-bookings.com

Phone: +39 02/0221116294

Address: IFZA Building A2, Office 101, Silicon Oasis, P.O.Box 342001 Dubai – UAE

License Number 15945

In addition, you can communicate directly with the final service provider of trips on the phone number or address provided in your itineraryTravel.