

## **TRAVEL PACKAGE CONTRACT**

Offered by the agency Outdoor Playground Travel.

The undersigned declares his or her capacity to sign on behalf of the other participants of the trip, in the case of acting for other participants of the same group.

WE ATTACH THE FOLLOWING DOCUMENTS:

1. GENERAL CONDITIONS OF SALE in this same document.
2. GUARANTEES OF THE SKI AVENTURA PLUS INTERMUNDIAL INSURANCE, in pdf.
3. TRAVEL PROGRAM in pdf.

### **GENERAL AND SPECIFIC CONDITIONS OF SALE**

In accordance with current regulations on the sale of travel packages, this trip is marketed through the travel agency OUTDOOR PLAYGROUND TRAVEL:

Casamanya Playground.S.L

NRT: L-712606-G

EDIF La Solana Pal B 1.1.

ERTS, LA MASSANA AD 400

PRINCIPALITY OF ANDORRA

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Web: [www.outdoorplaygroundtravel.com](http://www.outdoorplaygroundtravel.com)

### **1. LIABILITY**

OUTDOOR PLAYGROUND TRAVEL acts as an intermediary between the client and the service providers contracted by the client to carry out the trip (transport, hotels, guides for the activity, etc.) It is important to highlight that the service providers contracted by OUTDOOR PLAYGROUND TRAVEL always retain their own responsibility.

In the event of unforeseen events or compelling circumstances involving risks to the safety of the trip and its participants, OUTDOOR PLAYGROUND TRAVEL reserves the right, before departure, during the trip, directly or through its guides, to modify timetables or planned routes without the client being able to claim any compensation. Each participant must be aware that he/she may run risks of any kind due to local conditions (distance from medical centres, lack of means of communication, poor condition of certain infrastructures...). The participant/client assumes these risks on his/her own behalf and on behalf of his/her beneficiaries, with full knowledge of the facts and exempts the OUTDOOR PLAYGROUND TRAVEL agency from any liability.

A good physical condition and willingness to live together are essential assets to achieve the type of trip we offer. As for the activities included in the various programs, the Agency confirms that they are carried out with either guides or professional staff to offer this services. In the case that the client carries out or contracts activities different to these while they are in our trips, OUTDOOR PLAYGROUND TRAVEL or the guides contracted by it, will not be responsible in any case for those activities.

## **2. RESERVATION REQUEST**

1. The traveller who wishes to contract a package or tourist service must make a "reservation request" using the registration form.
2. After this request, the agency undertakes to take the necessary steps to obtain confirmation of the reservation.
3. If the traveller requests the preparation of a proposal for a tailor-made package, the agency may require the payment of a sum for the preparation of the project. If the traveller accepts the package offer made by the agency, the amount paid will be charged to the price of the trip.
4. If the agency has accepted to manage the reservation, it will be responsible for the technical errors in the reservation system that are attributable to it and for the errors made during the reservation process.
5. The agency will not be responsible for the booking errors attributable to the traveller or caused by unavoidable and extraordinary circumstances.

## **3. CONFIRMATION OF THE RESERVATION**

The formalization of the package contract takes place with the confirmation of the reservation. From that moment on the travel contract is binding for both parties.

This will be sent by e-mail once the completed and signed registration form has been received as well as the payment of 40% of the travel reservation.

## **4. PAYMENT CALENDAR**

1. The remaining amount must be paid no later than 60 days before departure, unless a different payment schedule is established in the package contract.
2. If the traveller does not comply with the payment calendar, the agency may terminate the contract and apply the rules established for the termination of the journey by the traveller before the departure foreseen in the following Clause.

## **5. CLAUSE FOR CANCELLATION OF THE CONTRACT BY THE TRAVELLER**

The traveller may terminate the contract at any time before the start of the journey and in this case, the agency will apply the following cancellation conditions:

Penalty expenses: 20% of the total for Administrative expenses before 90 days, 40% of the total for the trip if it occurs between 90 days and 60 days and 100% if it occurs 60 days or less from the departure date or if the client does not show up at the departure. The traveller may give up their place to another person to travel in their place.

## **6. TRIP CANCELLATION BY THE ORGANIZER BEFORE DEPARTURE**

If the organizing agency cancels the contract for reasons not attributable to the traveller, they must reimburse all payments made by the traveller within a period of no more than 14 calendar days from the end of the contract.

This trip requires a minimum number of people (this number depends on what is contracted in the reservation). If this minimum is not reached, the agency has the right to cancel the trip up to 30 days before, reimbursing the total amount paid by the consumer, before 14 calendar days have passed, without the client having any type of compensation.

If the trip is cancelled due to major causes (pandemic, epidemics, natural disasters, etc...) that are not the decision of the agency, OUTDOOR PLAYGROUND TRAVEL will not be responsible for such cancellation.

## **7. PROCEDURES**

You are required to comply with the policy and health regulations at all times during the trip. Under no circumstances can OUTDOOR PLAYGROUND TRAVEL replace your individual responsibility to obtain all the formalities prior to departure (passport, visa, vaccination book...) and during the entire trip, including the customs formalities of the country that regulates the export of objects. All practical information given after registration is provided for information purposes only and cannot compromise our responsibility. Failure to comply with these rules, the impossibility of presenting the documents in order on the day of departure, or any delay (even as a result of mayor force during air, rail or road transport for which we are not the supplier), implies your sole responsibility and the costs incurred by you.

## **8. INSURANCE**

OUTDOOR PLAYGROUND TRAVEL is insured for professional liability with CATALANA OCCIDENTE. However, OUTDOOR PLAYGROUND TRAVEL cannot replace the individual liability that each participant must have. In addition, it is essential to be covered by a multi-risk insurance: cancellation expenses, rescue and repatriation during the trip, medical expenses, theft of luggage, etc. OUTDOOR PLAYGROUND TRAVEL offers each participant the possibility of taking out a multi-risk contract with the INTERMUNDIAL insurance company at the time of registration. A copy of the general conditions of this insurance will be sent to each participant who has taken out this insurance (attached to the invoice). This multi-risk insurance can cover cancellation (see conditions in the next point), loss, theft or damage to luggage; assistance, investigation costs, repatriation and medical expenses abroad, individual liability. We strongly recommend the purchase of this insurance. It has been specially designed to suit the conditions of the trips we propose. If you do not subscribe to this insurance, we will ask you before your departure for a discharge of responsibilities and the guarantees of your personal insurance. We will also need your full contact information so that we can take action in case of emergency. In the event that your personal assistance contract does not include sufficient guarantees to intervene, we are obliged to ask for our assistance, and you are in this case obliged to assume all the expenses. In any case, remember that you must carry a copy of our contract (or if applicable, your personal insurance details) with you throughout your trip, as they are responsible for informing the insurance company of any incidents (our local partners will assist you in this process).

## **9. AIR TRANSPORT**

OUTDOOR PLAYGROUND TRAVEL is not responsible for booking and purchasing airline tickets or any additional charges for travel between your home and the departure airport. We recommend that you do not purchase non-refundable or non-changeable tickets and avoid important appointments the day before or after your trip.

## **10. LUGGAGE:**

During the flights, your luggage is under the responsibility of the airline. Any dispute during these transfers must be handled directly between the customer and the carrier. For the rest of the trip, your luggage remains at your own responsibility.

## **11. CLAIMS**

The consumer is obliged to notify the provider concerned as soon as possible of any failure to perform the services in question in a reliable manner and to inform the agency as soon as possible. Complaints are subject to a two-year limitation period.