

## GENERAL CONTRACT CONDITIONS:

*Regulated Activity: In accordance with article 252-10-252-12 of regulation with the Consumer Code of Catalonia, the consumer is informed that this travel agency, Aethnic (Jesús Martín) (hereinafter also the provider), has an individual guarantee, (Surety policy number 72973461), with which Cía. AXA SEGUROS GENERALES, which is solely responsible, in the event of insolvency or bankruptcy of the agency, for the reimbursement of the funds deposited, and for the repatriation of the consumer in those cases in which the combined trip is purchased.*

### 1. PARTIES AND ACCEPTANCE OF THE GENERAL CONTRACT CONDITIONS:

On the one hand, the service provider, Aethnic (Jesús Martín) (hereinafter also the provider), with registered office at Aethnic, Jesús Martín Vidal Carrer Rocafort 242 bis, 3rd floor 08023 Barcelona, Spain Tf. 637952010 [info@aethnic.org](mailto:info@aethnic.org) DNI 47729455Q, being the owner of the website [www.aethnic.org](http://www.aethnic.org) , exposes the contractual document that will govern the contracting of services through the reviewed website.

And on the other, the User, being responsible for the veracity of the personal data provided to the provider.

BOTH ACCEPT this document, and implies that the user:

a. You've read, you understand and you're agree with this text.

b. That he is a person of legal age and with sufficient capacity to contract.

c. That it assumes all the obligations set forth herein.

d. That you have read and accept these general conditions of purchase from the moment you purchase any service offered.

This document can be printed and stored by Users.

The provider makes the e-mail address [info@aethnic.org](mailto:info@aethnic.org) available to them so that they can raise any questions about these conditions.

These conditions will have an indefinite period of validity and will be applicable to all contracts made through the provider's website.

The provider reserves the right to unilaterally modify these General Conditions, without this affecting the goods or promotions that were acquired prior to the modification, in order to improve the services offered. In any case, before contracting the services, these general conditions must be consulted.

It is advisable that you keep a copy of the data contained in the contracted services.

Aethnic (Jesús Martín) is not responsible for the consequences that may result from inappropriate use of the services for sale on the web.

The civil liability of Aethnic (Jesús Martín) for the services provided is limited to the amount thereof, the user waives any liability to the provider for any reason in any case of dissatisfaction with the services purchased on the web [www.aethnic.org](http://www.aethnic.org), as well as possible failures, slow access or errors in accessing the web, including loss of data or other types of information that may exist on the computer or network of the user accessing the web.

Aethnic (Jesús Martín) is a company specialized in the distance selling of travel advisory services and customized trips to various destinations. Aethnic (Jesús Martín) sells its services remotely over the Internet through its website. Aethnic (Jesús Martín) does not have any physical store in Barcelona for the sale of services.

## 2. OBJECT OF THE CONTRACT:

2.1 Scope of application: The purpose of this contract is to regulate the contractual purchase-sale relationship between the provider and the user at the time the latter accepts these purchase conditions during the online contracting process by checking the corresponding box. These CGC will apply from the day the service is contracted.

The contractual relationship of sale entails the delivery, in exchange for a specific price and publicly displayed through the website, of a specific service.

2.2 Territory of application: The virtual page of [www.aethnic.org](http://www.aethnic.org) is active throughout Spain.

2.3 Ability to contract: In order to carry out a program, you must be of legal age and have the capacity to contract.

2.4 Acceptance of the client: The validation of a program through the web [www.aethnic.org](http://www.aethnic.org) is done by email and also implies the automatic acceptance of the CGC. These conditions are available on the web [www.aethnic.org](http://www.aethnic.org) or, if you wish and request, we can make it available to you by email.

2.5. Modification of the General Contract Conditions: Aethnic (Jesús Martín) reserves the right to make changes and/or modifications to these GTC. We advise our customers to check them regularly. In the event that these changes or modifications are introduced once an order has been placed, the conditions in force on the date on which said purchase was made will apply.

## 3. INFORMATION PROVIDED ON THE WEB [www.aethnic.org](http://www.aethnic.org):

3.1 Publication of prices: Exceptionally, the prices of the services shown on our website may be wrongly specified and show a lower price than the corresponding one. When this happens, and if we have confirmed your service, we will immediately contact you in order to issue a new order confirmation with the correct price. In the event that the corresponding price is higher, you may cancel your contract and we will refund any amount that you have already paid.

3.2 Service Information: Information contained in our advertising, brochures, other written material, on our website or provided by our agents or employees constitutes an invitation to make a deal. Such information does not constitute an offer to provide any service by us. The contents of [www.aethnic.org](http://www.aethnic.org) They are constantly renewed and updated to offer our clients the most complete and detailed information possible. Due to this, it is possible that the contents may show, on exceptional occasions, provisional information about some services. In the event that the information provided does not correspond to the characteristics of the service, the client will have the right to cancel his purchase without any cost on his part.

All the contractual information present on the website is shown in Spanish (Castilian) and communication with customers and users, as well as the formalization of the contract, will be carried out in this language, although, if the customer so wishes, it can be done in another language, always indicating it before starting the contracting procedure.

3.3 Availability of the service(s): There may be times when it is impossible to hire services because Aethnic (Jesús Martín) does not have the date requested by the client or is not available at the requested time. In these cases, we will contact you to inform you of our availability, in case you prefer to wait for Aethnic (Jesús Martín) to be available again.

3.4 Right of Cancellation: Aethnic (Jesús Martín) reserves this action (right of cancellation) to cancel your vacation unilaterally. However, these cancellations will never be carried out less than 8 weeks before the departure date of the program, except for reasons of force majeure, or because the payment has not been duly completed.

3.5 Fraud: If Aethnic (Jesús Martín) suspects or detects any anomaly or fraud, it reserves the right to cancel the transaction for security reasons.

Payment of the full amount of the trip must be made before 30 days prior to the date of the trip. Otherwise we will proceed to cancel the trip and the deposit will not be refundable.

#### 4. PURCHASE PROCEDURE:

The user must freely and voluntarily provide the personal data that will be required, which will be treated in accordance with the provisions of current regulations on data protection, Regulation (EU) 2016/679 of April 27, 2016 (RGPD) regarding the protection of individuals with regard to the processing of personal data and the free circulation of these data, Organic Law 15/1999 of December 13 (LOPD) regarding the protection of personal data personal and Royal Decree 1720/2007, development of the LOPD, detailed in the Legal Notice and Privacy Policy of this website.

In any case, the provider's contracting platform will inform the user, once the contracting procedure has been completed, via email regarding all the characteristics, price, date of contracting, payment methods and estimated delivery of the program embodied in book format. .

If there is any type of error in the indicated address or in any other point of the program, you must notify it immediately to the e-mail address that will appear on the web to proceed with the correction of this error.

If you have any questions, you can contact Aethnic through any of the methods provided on the website [www.aethnic.org](http://www.aethnic.org).

Aethnic (Jesús Martín) will provide Customer Service for FREE through our contact email [info@aethnic.org](mailto:info@aethnic.org), if you choose another alternative means of communication, the user is the one who must bear the particular cost of it.

Aethnic (Jesús Martín) makes telephones available to you in Spain subject to the cost of your telephone operator.

#### 5. PRICES AND TERMS OF VALIDITY OF OFFERS:

All prices displayed on the web [www.aethnic.org](http://www.aethnic.org) include VAT except for customized travel and/or experience programs contracted with Aethnic Viajes, which are exempt from VAT by application of the provisions of article 21 of Law 37/1992, without prejudice to the application of taxes and corresponding tariffs in accordance with current regulations in each of these territories.

The price of each combined trip has been calculated based on exchange rates, transport rates, fuel cost and fees and taxes applicable on the date of publication of the program or subsequent ones that, if applicable, have been made public. in print. Any variation in the price of the aforementioned elements may lead to the revision of the final price of the trip, in the strict amounts of the aforementioned price variations. These modifications will be notified to the consumer, being able, when the modification made is significant, to withdraw from the trip, without any penalty, or to accept the modification of the contract.

To guarantee your commitment, we require a pre-reservation of 30% of the total amount of the trip, or the amount that Aethnic (Jesús Martín) indicates in your Program. If the reservation is made less than 30 days before the trip, the total amount of the trip must be paid. Payment will be made by bank transfer to the account indicated in the Program or through the Paypal platform. If for any reason we do not accept your reservation, any amount paid on account will be refunded.

The payment made to the provider entails the issuance of an invoice in the name of the client who contracts the service and/or program. Said invoice will be automatically sent to the email address provided by the user.

The prices applicable to each service will be those published on the web and applied automatically by the contracting process in its last phase. The client assumes that, in any case, the economic valuation of some services may vary in real time. In any case, this will always be previously communicated to the users.

In the cases of promotions of limited duration, the promotion discount will be applied as long as the contract and/or program has been registered during the promotion period.

The data recorded by the different payment methods constitute proof of the date on which the financial transactions were made and will serve to determine whether said contract and/or program is subject to promotion or not.

For any information about the contract and/or program, the User may contact through the PROVIDER's customer service telephone number or via email to the address provided.

## 6. METHODS OF PAYMENT

Next, we detail the available systems:

6.3 Payment by transfer or account deposit: At the time of contracting the service, the user will receive instructions with the account number to pay for the order. It is essential that the assigned program number and user name be clearly indicated on the transfer order. In order to confirm the order, it will be necessary to make it within 7 days, otherwise it will be canceled in our system.

## 7. CANCELLATION POLICY:

7.1 Changes requested by you: Aethnic (Jesús Martín) will try to accommodate all the changes you request, but it will not always be possible. Requests for changes will be made in writing and will be duly signed by the person who made the deposit. If it is possible to make the change, it will be subject to an administrative charge of €50 per reservation, as well as any other expenses incurred by Aethnic (Jesús Martín) to make the change. These expenses will accrue regardless of whether Aethnic (Jesús Martín) confirms that the change has been made.

Commercial airlines normally consider a passenger's name change as a cancellation and rebooking, so a cost of 100% of the airfare may be incurred in that case.

All cancellation requests must be made in writing and duly signed by the person who made the deposit, and sent to [info@aethnic.org](mailto:info@aethnic.org). Cancellations will be effective from the moment they are received by Aethnic (Jesús Martín).

As there may be costs for said cancellation, the agency will do everything possible to minimize them, but a general rule is established:

Cancellations between 60 - 29 days before departure: 0% of the total price of the trip  
Cancellations between 28 - 15 days before departure: 10% of the total price of the trip  
Cancellations between 14 - 7 days before departure: 45% of the total price of the trip  
Cancellations between 6 days and departure: 100% of the total.

The client's non-presentation without prior notice and express authorization from Aethnic (Jesús Martín), will be treated as a cancellation and therefore there will be no refunds in this case.

The concurrence of force majeure, such as, for example, war, revolution, terrorist actions, border closures, epidemics, natural disasters and other causes that seriously affect the party(ies) and/or the place where the service is provided and/or to the country of origin of the client, and other unpredictable causes, or that foreseen are unavoidable, and were beyond the control of the affected party, excuses the breach by the affected party of the obligations contained in these General Conditions.

#### 7.2 Changes made by Aethnic (Jesús Martín):

We take extreme care in the description of the programs and activities that the contracted programs contain, as well as in their pricing. However, changes may occur and the company reserves the right to transfer them to its sales documents (programs). If such changes occur before your acceptance, they will be duly communicated to you. On the other hand, once the program has been confirmed by you, the program may have to undergo modifications. These are unusual circumstances and in all cases beyond our control: Changes in the airline, local transport, guides or hotels.

If these changes include flight changes with more than 12 hours over schedule, change of international airport (except if they are in the same city), change of destination, change to a lower category or cheaper accommodation, we will try to give you three alternatives: accept the modification, cancel your trip and refund the entirety or choose another destination and pay the financial difference. It is important to highlight that these changes do not imply in any case an event of force majeure. Force majeure is considered any unforeseen circumstance beyond the control of the company or its correspondents that, even using all due diligence, could not have been avoided, including, among others: wars, threats of war, terrorist acts, industrial disputes, technical unforeseen events with transport or machinery, power failure, changes due to a flight cancellation, natural or nuclear disasters, fire, floods, epidemics, etc... In these cases, the company will not be obliged to pay any compensation.

Aethnic (Jesús Martín), reserves the right to cancel your vacation unilaterally. However, these cancellations will never be carried out less than 8 weeks before the departure date, except for reasons of force majeure, or because the payment has not been duly completed.