



Terms and Conditions of Contract for Luxury Tourist Trains

This document sets out the conditions governing the hiring of travel services for primarily tourist purposes on **RENFE Viajeros SA** Tourist Trains in Spain. These conditions apply to Tren Al Ándalus, El Transcantábrico Gran Lujo, El Transcantábrico Clásico and El Expreso de la Robla.

I.- SERVICES OFFERED

RENFE Viajeros will make a brochure of tourist products available to the CUSTOMER, depending on the type and route of its Tourist Trains throughout the year.

THE CUSTOMER may request the hiring of these tourist products available at any time, according to 2 types:

- a) *Regular Travel*: train travel and other services offered are provided as part of the regular season of services for the Tourist Train chosen.
- b) *Charter Travel*: these services are provided outside the regular season of the Tourist Train selected or in the regular season by hiring the entire train.

TRANSFERS:

The CLIENT with a reservation on the trains El Transcantábrico and Al Ándalus is entitled and may request transfers in regular trains AVE, ALVIA or LD (Long Distance), to the starting point of the Tourist Train and the return journey from the end point, provided that each leg is a through, point to point journey, carried out within the limits of the national railway network, on the closest dates to the beginning and end of the tourist trip, and with a maximum difference of 48 hours between connections if they were inevitable. Renfe will offer a 50% discount on the standard (flexible) fare by providing a promotional code (a code for every 2 people) to be redeemed when making the train transfer booking at the train station's ticket office or through www.renfe.com

ACCOMMODATION ON BOARD:

The maximum capacity of the cabins and the accommodation conditions onboard shall comply with what is expressly stated in brochures, website and any means and communications issued by RENFE Viajeros for that purpose.

If a passenger would wish to modify the program or make activities other than scheduled under his own risk and responsibility, must inform in advance the Train Manager about such changes. Any activities which may alter the other passengers' program or interfere the crew's labor, will not be allowed.

Animals of any type are not allowed onboard the Tourist Trains, except guide dogs. RENFE Viajeros does not have spaces designed to transport cages.

All Luxury Tourist Trains, though remodelled and equipped with the latest technology, are historic and period trains; their interiors are not adapted to the use and moving of wheelchairs or walkers.



In case of disabled persons or persons with limited mobility, please check before making the reservation.

II.- HIRING PROCEDURE

1. INFORMATION AND RESERVATIONS

1.1. To request information on tourist products and to make a reservation, the CLIENT should contact RENFE Viajeros by:

- Telephone: (+34) 912 555 912
- Email: trenesturisticosdelujo@renfe.es
- Postal Mail: Renfe Viajeros, Trenes Turísticos. Estación de Atocha. Pza. del Emperador Carlos V s/n (Torreón Sur). 28045 Madrid
- On the website www.renfe.com/trenesturisticos by completing the information request form

Authorised agencies may use their access codes to manage their bookings through the online reservation website.

1.2 In the case of *Regular Travel*, when it involves sales to individuals, having received a written request for reservation through any of the official means stated, the end client will receive a "RESERVATION CONFIRMATION" as soon as possible directly from RENFE Viajeros or through the chosen sales channel.

1.3 In the case of a request for a *Charter Travel*, RENFE Viajeros cannot CONFIRM THE RESERVATION or BLOCK the dates for that trip until the CLIENT proves compliance with the conditions specified at section II.2.b) below.

All along the season 2018 and successive, the Luxury Tourist Trains will be incorporated to the RENFE sales system (SIVER) so from that moment, their booking and purchase will be ruled as provided in Annex I of Renfe contract for Travel Agencies.

2. PAYMENTS

According to the selected type of Travel (*Regular* or *Charter*), the CLIENT must pay:

a) *In Regular Travel*:

- 40% of the total amount for the tourist product reserved as a "registration and guaranteed reservation fee" after receiving the "RESERVATION CONFIRMATION", and within FOUR (4) calendar days if resident in Spain or SEVEN (7) days if residing abroad.
- The remaining 60% to complete the full payment, at least THIRTY (30) days before the date of the trip.



b) *In Charter Travel:*

- 40% of the total amount for the tourist product reserved as a "registration and guaranteed reservation fee" after receiving the "RESERVATION CONFIRMATION", and within FOUR (4) calendar days if resident in Spain or SEVEN (7) days if residing abroad.
- The remaining 60% to complete the full payment, at least SIXTY (60) days before the date of the trip.

Non-payment of these amounts within the specified time limits shall constitute a breach of contract by the CLIENT, allowing RENFE Viajeros to seek the termination of contract and to seek compensation based on the cancellation penalties provided in section V of this document.

3. PRICES

Prices for each tourist product all their variations, are expressed in Euros and include everything that is expressly stated on the website, in brochures and any means and communications issued by RENFE Viajeros for that purpose.

4. PAYMENT

The CLIENT will pay the amounts due in Euros via the electronic means expressly authorised by RENFE Viajeros or by bank transfer to the bank account provided by RENFE Viajeros to the CLIENT through written communication. In the case of a bank transfer, the CLIENT must provide the following information:

Bank
Bank Postal Address
Transfer to Renfe Viajeros -Trenes Turísticos
Reservation Number/ train
Item
Bank account number:
I.B.A.N. code:
SWIFT code:

Once the bank transfer has been made, the CLIENT must email RENFE Viajeros (trenesturisticosdelujo@renfe.es) with a copy of the receipt or proof of payment, indicating their name, tax information and reservation number. Nonetheless, CLIENT payments will only be considered made when they have been received by RENFE Viajeros in the corresponding bank account.

III.- CANCELLATION BY CUSTOMER

1. CANCELLATIONS



The CLIENT who have booked directly with Renfe Tourist Trains may cancel the services booked with RENFE Viajeros at any time, by communicating their cancellation in writing, and being entitled to a refund for the amounts paid, except for 15% of the total amount of booking (on the applicable RRP), which must be paid to RENFE Viajeros as compensation.

The travel agency CLIENT may cancel the services booked with RENFE Viajeros at any time, by doing so through the online reservation system (accessing with the agency's codes), and being entitled to a refund for the amounts paid, except for 15% of the total amount of booking (on the applicable RRP) which must be paid to RENFE Viajeros as compensation.

The percentage to be applied, based on the applicable RRP, in order to calculate the amounts to be paid as compensation, will be increased depending on the cancellation date with respect to the start date of the trip, as follows:

- Cancellation between 30 and 15 days: 25%
- Cancellation between 14 and 5 days: 50%
- Cancellation between 4 and 1 day: 80%
- Cancellation less than 24 hours before or no show on the day of departure: 100%

In case of cancellation of the booking, the commission granted to the travel agency for that sale will also be canceled, and will only be applied to the amount that RENFE withheld as compensation.

In case the CLIENT cancels a reservation, RENFE Viajeros shall be authorised to deduct the compensation described in section III.1 from the amounts paid by the CLIENT as "registration and guaranteed reservation fee", prior to the return of any due refund amount.

The payment of the refund, if any, will be made by a bank transfer to the account provided by the CLIENT.

In case the CLIENT has not explicitly communicated the cancellation and has not completed payments for the required amounts within the time limit, RENFE Viajeros will be entitled to claim compensatory amounts from the CLIENT according to the percentages set out in section III.1., which must be paid within a maximum of THIRTY (30) days from the date of notification by RENFE.

2. CHANGES

All changes must be required in writing.

a) Change of trip date:

The percentage to be applied, always on the RRP in force, to know the amounts to be paid in compensation, will be increased depending on the date of notification of the change from the date of the trip, as follows:

- Changes are allowed if required more than 120 days before the departure
- Changes required between 120 and 31 days in advance: 10% of compensation.



- No changes are allowed on the date of the trip less than 31 days before the departure date.

b) Change of passengers' name:

- The name of one of the two passengers travelling in a double room may be changed up to 5 days before the departure of the trip.
- No name changes are allowed for both passengers travelling in a double room, or for the passenger travelling in single room. These changes will be considered cancellations.

IV.- ALTERATIONS

1. BEFORE DEPARTURE

If RENFE Viajeros is forced to modify any essential part of the Trip hired, it will notify the CLIENT immediately.

Upon receiving any communication by any of the means in section II.1.1, the CLIENT will be entitled to terminate the contract and all amounts paid on account, or to accept the change that will become part of the binding contractual conditions between the parties.

For these purposes, the following are not considered to be a modification of essential items: changing one visit for a comparable one; changing the schedules or chronological order of the visits; changing the locations of places for meals or overnight stays in the travel itinerary; the replacement of the means of transport on a particular trip; any variation in shows and performances.

If for technical or organisational reasons RENFE Viajeros feels it is necessary to suspend the trip, it will offer passengers another date or a refund.

3. AFTER COMMENCING THE TRIP

Itineraries may be subject to changes due to circumstances unrelated to the Organiser or due to other problems that may arise during unusual operations on the network where the Tourist Trains run. In these cases, the Organiser shall take appropriate solutions for the continuation of the trip organised at no extra cost and informing the client. If the CLIENT continues the journey with the solutions provided by the Organisation, they shall be deemed to have accepted these proposals.

V.- LIABILITY

RENFE Viajeros will be liable to the CLIENT, according to its the obligations in the field of travel management, for the adequate accomplishment of the contract obligations, regardless of whether



these need to be carried out by the former or by other service suppliers and without prejudice to RENFE Viajeros having the right to take action against those service suppliers.

RENFE Viajeros will not be liable as a result of the incomplete or defective accomplishment of the contract when any of the following circumstances exist:

- The defects are attributed to the CLIENT
- They are attributed to a third party unrelated to the provision of the services under the contract and are unforeseeable or unavoidable
- It is due to Force Majeure
- When the damages are due to an event that RENFE Viajeros, despite all due care, could not foresee or overcome.

Compensation for damages, if any, for failure or poor performance of the services, will be limited to the provisions of current national legislation.

RENFE Viajeros will not be liable to third parties for breach of the obligations of the CLIENT, except when expressly stated in regulations applicable to the case.

Luxury Tourist Trains only provides Obligatory Traveller's Insurance (SOV in Spanish). The CLIENT is advised to contract a private travel insurance that covers any costs of cancellation, accidents outside the train, illness or similar, through its travel agency or insurer.

VI.- PASSENGERS EXCLUSIONS

In accordance to the settlement in force by Article 90 of the Railways Section Rules, approved by Royal Decree 2387/2004

1. The Railway Company is empowered to deny the access to its transport vehicles to those travelers whose behavior, might alter the order inside them or endanger the safety of transport.

Access to transport vehicles and boarding or waiting rooms may also be denied to persons who do not undergo the security controls established for the access of passengers to vehicles.

2. Even though any penalties that may be applicable for the offenses they have committed, the excluded passengers shall not be entitled to reimbursement of the price paid for.

In Addition, the Regulation (EC) No 1371/2007 of The European Parliament and of The Council on rail passengers' rights and obligations, *Right to be carried. Exclusion from carriage*

9.2 The General Conditions of Carriage may provide that passengers shall be excluded from carriage or may be required to discontinue their journey if:

- a) Present a danger for safety and the good functioning of the operations or for the safety of other passengers,*



b) Inconvenience other passengers in an intolerable manner, and that such persons shall not be entitled to a refund of their carriage charge or of any charge for the carriage of registered luggage they may have paid.

VII.- PERSONAL DATA

As a result of carrying out this contract, if the parties need to exchange personal data, they are committed to fulfilling all obligations legally required of them under Law 15/1999 of 13 December on the Protection of Personal Data and its implementing regulations, in particular Royal Decree 1720/2007, releasing the other party at all times from any claims, penalties and so forth that might arise as a result of breach of the above provisions.

Each of the parties will take all security measures that are necessary to ensure the safety and integrity of such data that they have access to or which is provided to them in compliance with the provisions of this contract, in accordance with the provisions of current regulations.

VIII.- LANGUAGE, TOTAL AGREEMENT, APPLICABLE LAW AND JURISDICTION

In case of any dispute concerning the drafting of documents related to the hiring of Tourist Train services, and derived from their translation into another language, the Spanish version shall prevail.

These Conditions, together with brochures, quotes and other material created for the hiring of Tourist Train services by the CLIENT, represent a complete and binding agreement between the parties.

The hiring of tourist products is governed by the Conditions set forth herein and, in addition (and provided that this is not provided for or does not contradict the above), by the specific requirements contained in brochures, quotes and other material created between the parties for hiring of trips. Areas not expressly agreed will be subject to Spanish law.

In case of any doubts or disputes concerning the application or interpretation of the contract conditions, an attempt will be made to resolve them by agreement between the Parties.

If no agreement is reached in the negotiation of the dispute, both parties agree to submit this to the Courts and Tribunals of Madrid, the parties expressly waiving rights to any other jurisdictions that may correspond to them.