



Terms and Conditions of Contract for Tourist Trains



This document sets out the conditions governing the hiring of travel services for primarily tourist purposes on **RENFE VIAJEROS SOCIEDAD MERCANTIL ESTATAL, S.A.** (“**RENFE Viajeros**”) Tourist Trains in Spain.

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 Gran Lujo**, **Costa Verde Express**, **Tren Al Ándalus** and **Expreso de La Robla** 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 remodeled and equipped with the latest technology, are historic and period trains; their interiors are not adapted to the use and moving of wheelchairs or walker

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: treneturisticosdelujo@renfe.es
- Postal Mail: Renfe Viajeros, Trenes Turísticos. Avda. Ciudad de Barcelona, 6, 28007 Madrid
- On the website www.renfe.com/treneturisticos 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:*

- (4) 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 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 authorized 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 RENFE sales system 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 force, 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 the CLIENT cancels a reservation, RENFE Viajeros shall be authorized 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 organizational reasons RENFE Viajeros feels it is necessary to suspend the trip, it will offer passengers another date or a refund.

2. AFTER COMMENCING THE TRIP

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



Renfe Tourist Trains does not accept liability for its trains' punctuality since their objective is not merely transporting passengers but also providing leisure, enjoyment and the fulfilment of an established tourist programme and services.

V.- LIABILITY

Renfe Viajeros shall be liable to you as the CUSTOMER in accordance with the obligations of the former regarding its management of the trip, with the correct compliance of the obligations arising from the contract, regardless of whether those obligations are to be executed by Renfe Viajeros or other service providers and without prejudice to the right of Renfe Viajeros to take action against those service providers.

The liability of Renfe Viajeros shall cease, as the result of the non-execution or defective execution of the contract, in any of the following circumstances:

- The defects are attributable to you as the CUSTOMER
- They are attributable to a third party, beyond the supply of the provisions envisaged herein and when the circumstances are unforeseeable or insurmountable.
- They are due to force majeure
- The damages are due to an event that Renfe Viajeros, despite having exercised all the due diligence, could not have foreseen or overcome.

The compensation for the damages, where applicable, for failure or improper performance of the services, shall be limited to what is envisaged in current national legislation.

Renfe Viajeros shall not be liable to third parties, due to you as the CUSTOMER failing to comply with your obligations, except when expressly indicated in the regulation applicable to the case.

VI.- LANGUAGE, TOTAL AND COMPLETE AGREEMENT, APPLICABLE LEGISLATION AND JURISDICTION

The version in Spanish shall prevail in the case of any dispute relating to the wording of the documents linked to the contracting of the Tourist Train services and arising from the translation of those documents into another language.

These terms and conditions, along with the catalogues, budgets and other material generated for the CUSTOMER to contact the Tourist train products are the binding total and complete agreement between the parties.

The contracting of the tourist products shall be governed by the terms and conditions established herein and, subsidiarily (and when not envisaged or contradicting the above) by the specific provisions contained in the catalogues, quotes and other material generated between the parties to contract the trips. Unless expressly agreed, Spanish legislation shall be applicable.



Any concerns or differences arising from the application or interpretation of the contracting terms and conditions shall be settled as mutually agreed by the Parties.

Should that agreement not be reached during the dispute negotiations, both parties hereby agree to submit it to the competent Courts and Tribunals of the City of Madrid and expressly waive any other jurisdiction to which they may be entitled.

VII.- DATA PRIVACY POLICY

Data controller of you as the CUSTOMER's personal data

RENFE Viajeros Sociedad Mercantil Estatal S.A. ("RENFE Viajeros"), whose corporate address is at Avenida de Pío XII nº 110 CP 28036 Madrid.

Contact details of the RENFE Group Data Protection Officer

You as the CUSTOMER may contact the RENFE Group Data Protection Officer at the following email address: dpd@renfe.es

Data processed by RENFE Viajeros

The following personal data will be processed as the result of the contractual relationship between you as the CUSTOMER and Renfe Viajeros:

- Identification data and contact details (including electronic and/or postal addresses).
- Socio-demographic data (such as age, family situation and/or residencies).

You as the CUSTOMER has to keep your data up-to-date to guarantee that the data processed are always accurate. You shall notify any change so that RENFE Viajeros is aware of the former's current situation.

Purpose of the processing of the personal data by Renfe Viajeros

1. To manage the purchase and contracting of the Tourist Train products offered by RENFE Viajeros.
2. To pass on you as the CUSTOMER's data to companies of the RENFE Group, partner and/or investee companies of RENFE Viajeros in order to send out commercial information.
3. To send out commercial communications from Renfe Viajeros and from its partner companies.

Given the aforementioned purposes, you as the CUSTOMER's data shall be kept for the legally-required periods for the processing performed or, as applicable, until you request your data be deleted or object to that processing.



Legal grounds for the processing of you as the CUSTOMER's personal data

- In order to manage the contractual relationship established between you and RENFE Viajeros.
- In order to carry out the aforementioned purposes for which your consent has been sought.

Obtaining you as the CUSTOMER's personal data

The CUSTOMER's personal data processed by RENFE Viajeros shall be obtained directly from the CUSTOMER.

Recipients of the CUSTOMER's data

1. Companies of the RENFE Group for the following purposes:

- o For commercial actions regarding RENFE Viajeros services and products.
- o To comply with legal obligations.

2. Partner and/or investee companies of RENFE Viajeros, for the following reasons:

- o For general and customised product and service commercial actions.
- o To contract products and/or services for those entities.

3. Furthermore, Renfe Viajeros works with certain third-party service providers that have access to the personal data of the CUSTOMER and that process that data on behalf of Renfe Viajeros as the result of their service provisions.

Rights of you as the CUSTOMER

You as the CUSTOMER may exercise your rights to access, rectify, delete, object to and limit the processing and data portability by contacting the RENFE Viajeros Legal Department by email at derechos.viajeros@renfe.es or by post to RENFE Viajeros Sociedad Mercantil Estatal S.A. Avenida Ciudad de Barcelona, 8-1ª Planta – 28007 Madrid.

You must provide a copy of your DNI or the official document accrediting your ID.

Should you as the CUSTOMER believe that Renfe Viajeros has not processed your legal data in accordance with the legislation, you can contact the Data Protection Delegate at dpd@renfe.es.

Nonetheless, you may submit a claim to the Spanish Data Protection Agency (www.agpd.es).

You as the CUSTOMER may easily change or stop our use of your data, along with revoking your consent, by writing to derechos.viajeros@renfe.es.