

Terms & Conditions

1. Identification of the Parties

This agreement is between **STEWART TRAVEL S.L.** con CIF B42528620, licensed as travel agency no. CV-m-1520-A **CICMA**), with registered office at **Buzon de Correos 70, Los Correos, San Miguel de Salinas, Alicante, Spain** (hereinafter “the Agency”), and the client (hereinafter “the Traveler”).

2. Legal Framework

These Terms & Conditions are governed by:

- Royal Legislative Decree 1/2007, of 16 November, approving the consolidated text of the **General Law for the Defense of Consumers and Users**;
- Law 7/1998, of 13 April, on **General Contracting Conditions**;
- EU Directive 2015/2302 on **Package Travel and Linked Travel Arrangements**

3. Definitions

- **Package Travel:** A pre-arranged combination of at least two travel services (e.g., transport, accommodation, car rental) for the same trip or holiday, sold at an all-inclusive price, as defined in Article 3 of the Directive
- **Linked Travel Arrangement:** Separate travel services sold with a single booking, announced or sold as a combination.

4. Object and Scope

- The Agency provides travel services—including package travel, transportation, accommodation, activities, transfers, car hire, insurance—through online bookings and offline channels. The purchase by the Traveler implies acceptance of these Terms.

5. Pre-contractual Information

Before booking, the Agency will provide clear information including:

- Essential characteristics of the travel arrangement;
- Total price, deposit, and payment terms;
- Cancellation, change, and refund policies;
- Traveler’s rights under applicable consumer protection laws.
This complies with Article 153 of RDL 1/2007

6. Booking and Contract Finalization

- Contract is final upon:
- Booking confirmation via written/email;
- Deposit payment (minimum €[X] per person, or [X]% of total cost); as advised in offer
- Acceptance of Terms & Conditions

- Full payment is due no later than **90 days before departure**

7. Price and Payment Terms

- Total price includes all services, taxes, fees, and applicable charges.
 - Accepted payment methods: bank transfer, credit/debit card, or cash (if applicable).
 - Late payments may invoke the cancellation of any contracted service with applicable cancellation terms.
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8. Modifications to the Booking

- Minor changes can be requested to [30] days before departure and accepted subject to availability and may incur fees if service providers charge.
- Substantial changes (e.g., departure time ± 12 hours, destination, price increase $> 8\%$) will be notified in writing. The Traveler may choose to accept, receive an alternative of similar value, or cancel for a full refund

9. Cancellations and Refund Policy

- If the Traveler cancels:
 - Deposit is non-refundable;
 - Additional cancellation fees apply depending on timing; Fees charged by third-party suppliers may apply.
- If the Agency cancels:
 - Full refund or suitable alternative offered;
 - If cancellation is due to force majeure, arrangements align with Article 6 of EU Directive 2015/2302

10. Liability and Force Majeure

- The Agency acts as an intermediary and is not liable for interruptions or breaches by third-party carriers, hoteliers, or other suppliers.
- Liability is limited to direct damages, except in cases of proven intent or gross negligence.
- Not liable for force majeure events, civil unrest, strikes, weather events, pandemics, etc.

11. Traveler Responsibilities

The Traveler must:

1. Possess valid travel documents (passport, visas, insurance, health certificates);
2. Confirm times, schedules, and details before departure;
3. Follow rules of destination and service providers;
4. Notify the Agency of special requirements at booking;

5. Have adequate travel insurance—medical, cancellation, and baggage. The Agency recommends but does not directly provide coverage unless specifically contracted

12. Data Protection

- The Agency collects and processes personal data under the **GDPR** for booking, modification, and legal compliance.
- Consent is obtained at booking, with a link to the **Privacy Policy** outlining rights of access, rectification, deletion, portability, limitation, objection, and withdrawal.

13. Complaints and Dispute Resolution

- Formal complaints should be submitted by email to **[email address]** within **30 days** of incident.
- If unresolved, the Traveler may escalate to **consumer arbitration** or file a claim in **Spanish courts**.

14. Applicable Law and Jurisdiction

- These Terms are governed by **Spanish law** and **EU legislation** applicable to travel services.
- Disputes will be resolved before the **courts** of the Agency's registered office or the Traveler's location, at the Traveler's choice.

15. Severability and Amendments

- If any clause is deemed invalid, this will not affect the remaining Terms.
- The Agency reserves the right to revise these Terms—updates will be posted on the website with an effective date.

Acknowledgment

By completing the booking and making payment of the deposit, the Traveler confirms they have read, understood, and accept these Terms & Conditions.

