

CONTRACT CONDITIONS

GENERALS

Any reservation made at OXINEU necessarily implies, as an essential, determining and indispensable condition, the acceptance by the client/s of all the general contracting conditions in force on the day on which the corresponding reservation is made.

Activities carried out in the natural environment may involve a certain inherent risk to a greater or lesser extent, such as: slips, falls, hits, cold, sunstroke, heat stroke, exposure to adverse weather conditions, falling stones, living waters, falling seracs, natural or accidental avalanches, hypothermia, freezes, breaking of snow bridges in crevasses and cracks (glacial terrain) and derived from them.

By contracting our activities, the client declares that he/she has been informed of and assumes the risks inherent to the different activities.

For any doubt related to the possible risks of each activity, the customer has the right to ask as many questions as he/she considers, and OXINEU has the obligation to answer.

The client declares that he/she has no physical problems prior to the activity that may affect the normal functioning of the activity, has not taken any medication that may prevent him/her from carrying out the activity correctly, nor has he/she consumed any type of narcotics, drugs or alcohol prior to the activity. In case of previous physical problems affecting the activity or in case of possible pregnancy, the customer is under an obligation to notify before the activity.

Minors must be accompanied by their parents or legal custodians. If they wish to participate on their own, they must provide written authorisation and consent to participate in the activity, properly signed by their parents or legal custodians.

Participants must at all times follow the indications and advice given to them by the instructor. It is necessary to show respect towards the whole group, the instructor in charge of the activity, the administrative staff, the environment and the equipment. In case of non-compliance with these points, OXINEU reserves the right to exclude any client or student without the right to any kind of refund..

ACTIVITIES

Changes to the programme for reasons alien to the organization and/or due to snow and weather conditions will be subject to an agreement between the parties. The schedules, itineraries and methods to be followed may be modified or even partially or totally suspended if circumstances make it necessary and always at the criteria of the company or the professionals in charge of the activity.

In case of delay of the activity by the client and for reasons external to the company, in particular activities, it will be the decision of the company the possibility of rescheduling the lost time and the client will have to adapt to the availability of the technicians. In the case of group activities, the client must join the activity when he/she arrives, losing the possibility of recovering the lost time. In case the activity requires previous group travel and there is no longer the incorporation possibility, the customer will lose the right to take part in the activity.

The delay of the activity on the part of the client in any case will not entail the return of the proportional or total amount of the contracted service.

The photographs, graphics and descriptions of the products offered for sale are for general guidance only and do not commit OXINEU in any way.

During the activities, OXINEU will not be responsible for the equipment or personal belongings of the participants.

HIRING

In order to carry out the activities or services contracted at OXINEU, these must be paid previously to the activity.

General conditions of sale are strictly applied to all sales of products made in Spain, including the Canary Islands and the Balearic Islands by OXINEU Guies de muntanya S.L. with C.I.F. B-55184352.

The customer acknowledges that acceptance of these conditions implies their application to the purchase/reservation to which they refer, as well as to any further orders, with the exception of those cases in which new conditions are set out.

OXINEU's failure to have use of any of these conditions at any time shall not be construed or interpreted as a waiver or reliance on them in the future or in the past.

Applicable law and competent jurisdiction: the interpretation and execution of the conditions, as well as all acts resulting from them, shall be subject to Spanish law, unless there are public policy requirements to the contrary.

Published or pre-agreed prices are in EUROS (€), are valid except for typographical errors and are normally applicable per participant (€/participant) unless otherwise stated.

All prices are including VAT applicable on the day of booking, any change of VAT will be automatically applied to the product prices available for sale on oxineu.com.

For activities that include the hire of equipment, the equipment should be homologated and in a correct state of use.

If the customer brings his own equipment, it will be supervised by our staff and may only be used if they consider it appropriate. In this case, any problems that may occur is the exclusive responsibility of the owner of the material.

The loss or breakage of material owned by OXINEU Guies de muntanya S.L. by the client (other than logical wear and tear or due to major force) will be the responsibility of the client, who will have to pay it to the instructor of the activity.

The prices of the activities do not include non-specified activities, individual equipment, transfers of clients to the area of the activity or any accommodation or subsistence costs, unless otherwise stated.

Cancellations or changes to bookings, made or not online, require to be made by telephone through the respective telephone numbers for each activity.

Returns:

OXINEU will not refund the amount paid for a contracted activity or service, except when it has not been possible to carry out the activity due to the closure of the ski resort or the impossibility to perform the activity for OXINEU's own reasons.

Cancellations:

If OXINEU cancels the activity in advance for reasons unrelated to the organisers, the company may choose to refund the entire cost of the activity, reschedule the activity or offer another activity of similar features.

In case of ski/snow lessons, if the ski lifts of the installations are operating, bad weather will not be a reason for cancellation.

Any cancellation of the booking by the client within 48 hours before the activity will suppose the loss of the previous payment.

If the cancellation is made more than 48 hours before the activity, you can change the date or the activity itself for another of the same value.

Changes:

Changes in the conditions of the contracted activities (date, time, number of participants, etc.) must be communicated to OXINEU at least 48 hours before the activity and it will be OXINEU who will determine the possibility of applying these changes.

In the case of an activity cancelled by the client more than 48 hours before the activity is due to take place, the maximum date for re-scheduling will be the 31st December of the current year.

RIGHTS OF IMAGE AND DATA PROCESSING

During the activities it is common to take photographs and some videos to be sent to the clients, mainly.

OXINEU reserves the right to use these images/videos for its website, social media and print advertising, unless customers explicitly express their disagreement. However, customers who appear in these images and have not previously expressed their disagreement may express their dissent at any time and OXINEU guarantees their removal.

For minors, this will be the opposite, and written permission will always be requested in advance of the use of images.

Personal data will be included in the OXINEU database exclusively for internal use and in accordance with the Data Protection Act 15/1999 (LOPDGP). Personal data will be treated confidentially and customers may request their modification and removal.

I confirm that I have read, accept and agreed to the contracting conditions of OXINEU Guies de Muntanya S.L.

Date, name and surname, number of identity card and signature of the participants: