



## **FAQ AND GENERAL CONDITIONS OF TOURS – TOURSBYBASQUES, 2018**

### **(booking, cancellations, refunds, transport, fees,...)**

#### **Do we cancel tours because of weather?**

We don't cancel tours. Tours don't depend on weather conditions, except on general alerts.

#### **External services**

Occasionally we may need to refer you to an external company if we are not able to provide a tour for you. If so, you'd be dealing directly with them and their guides fees and you'd be paying them directly according to their own conditions.

#### **Who will join my tour?**

All our tours are private, for your party alone. You are not part of a larger group and no strangers will be joining your tour. However, if you wish to **share the tour cost** with other people you can organize your own "private group" using popular travel sites such as the Tripadvisor Forums or Cruisecritic. It's your choice, for we don't arrange such groups.

We also work for **solo travellers**, however note that our fees are per tour, not per person: a solo traveller must still pay for the full tour amount, or find someone to share costs – we cannot help you finding tour mates nor add you to one of our existing groups.

#### **On tour duration, tour start, meeting place, cruise**

Basic city tour takes upto 4 hours. Basic daytrip about 8 hours.

**Tour start time:** to be arranged beforehand. We are very flexible.

**Meeting** and ending point is to be agreed with the client upon reservation, in order to be able to offer a tailor made service.

Our fees include pick-up/drop-off points anywhere if previously agreed: your hotel or address in town will often work as meeting point, but you can also choose to join us in front of a site that is more convenient for our itinerary. We can finish back to your hotel/apartment, or in some restaurant, or in the last site we visit. Again, we are flexible!

Pick-up/Drop-off in suburbs are NOT included: fees apply and they will be calculated depending on the location where you need to be picked up.

**Cruise** pier terminal: pick-up/drop-off is included on chauffeured city tours if needed. We are aware that cruise passengers are usually required to be back on board no later than 1 hour before departure, so we'll never schedule a tour with you that ends too late.



**Airport** and/or airport hotel pick-up/drop-off is not included in the standard fees. The transfer to/from the airport into the city center takes around 20 min.

#### **Tickets to sites and monuments, skip the lines**

Entrance fees are not included. We are entitled to skip lines in most museums and monuments: You will be taken to the groups entrance, buy the tickets and go in right away.

#### **Walking issues, gift shops**

**Walking distances** depends a lot on each itinerary: check the tour description for details and please consider that walking issues and use of wheelchair can force us to reduce a bit the itinerary. Note that you are booking a tour guide service for a certain number of hours, not an itinerary to be completed no matter what: if you or someone in the party slows down the pace of the group upto the point that there is no time to see everything in the plan, the service still has to finish at the agreed tour ending time and you will not be entitled to any sort of compensation. Please consider booking extra time if you feel your pace is slower than the average healthy visitor.

We don't plan for **gift-shop stops** during our tours (we encourage you to shop after the tour is over), nevertheless it's usually easy to improvise a short stop at one gift-shop at some point. Please note that too many stops or too long ones will definitely affect the pace and timing of the itinerary, causing your guide to speed up or to shorten the itinerary.

#### **About food**

Your lunch (for city tours and day trips) and pintxos (on food tours) are NOT included.

During long tours, the client can choose if they want to stop for lunch at some point, or if they'd rather keep touring for the whole time. In 7 to 8h-tours, a stop for lunch will be scheduled around the middle of the day, lunch time still counting as touring time (not as a break).

Our goal is to TAILOR the perfect tour for you, not to take you on a closed itinerary that is the same for everyone, but might not be a match for you.

Since food is not included in our tours, that allows us to cater for special needs but that might not always be easy: please notify in advance if you or anyone in your party has special dietary needs, so we can plan in advance.

#### **Payment and currency, tips, fees.**

***A 30% deposit is necessary to book the tour exclusively for you, via PayPal, a secure credit card link, bank transfer or any other valid means.***

The only valid **currency** in Spain and most countries of the European Union are Euro, and that's the currency we use to calculate our fees. Since exchange rates are constantly updating it'd be too difficult to be constantly recalculating our tour prices to adjust them to other currencies.



Make sure you depart your country with enough euros to pay for your first expenses (taxi from the airport, food and refreshments...). You'll be able to change your USD or other currency when you get to the Basque Country. Money can be exchanged in banks (mornings Mon-Fri only!), exchange points (commissions will be charged) and hotels (commissions charged as well).

Tips and **gratuities** are not included. In Spain they are not expected, but they are appreciated by guides, drivers, restaurants and more: it's understood that they have to deserve it!

In Spain every company is free to set the **prices and fees** that they consider the adequate for the services they offer. In our case, we have chosen not to compete in price but in quality. Taxes in Spain are high, and fees must include by law a 21% VAT (except certain cases of B2B). While working under the table and not paying taxes can evidently help to keep rates low, we chose to work legally.

### **Cancellation and refund policy**

Any cancellation must be initiated by e-mail contacting me by email, and will be also acknowledged by me via e-mail. Cancellation notifications by phone will not be accepted. Weather conditions: Tours are carried rain or shine. Bad weather is not a valid reason to cancel a tour.

Tour Guide changes: I reserve the right to change the guide. No refund will be given if a client decides to cancel a tour due to a guide change. Circumstances beyond our control: I am a reasonable professional that tends to adopt fair decisions upon calmly discussing the subject with our client.

Special cases: other major force cancellations might be discussed to reach an agreement. A verification of the reason why the tour was cancelled will be requested.

### **REFUND POLICY**

TOUR CANCELLATION POLICY: Up to 60 days prior to date of tour, full return of the deposit. Between 30 and 60 days prior to date of tour, 50% return of the deposit. Less than 30 days prior to date of tour, there'll be no return of the deposit. In case I can't honor the tour, full return of deposit is guaranteed.

### **GENERAL TERMS AND CONDITIONS**

By booking tours or services through ToursByBasques you agree to the FOLLOWING terms and conditions.

**CLIENTS** are responsible for travel arrangements to or from tours organized by ToursByBasques and to inform on meeting point.

Clients are responsible for their own safety in all walking and interior tours: crossing roads, using steps, etc.

Clients are responsible for themselves and children wearing a seat belt in tour vehicles. No food or drink may be consumed in tour vehicles except under permission of the driver.

The guide, driver or operator reserves the right to terminate any tour for unreasonable behavior.



ToursByBasques is insured for public liability in touring environments only.

ToursByBasques is not liable for reduced itineraries owing to late start or delays by the client.

ToursByBasques is not liable for reduced itineraries owing to unscheduled closures by attractions.

ToursByBasques is not liable for reduced itineraries owing to extreme weather conditions, or delays or diversions caused by circumstances beyond our control.

Clients should acquire adequate insurance to cover any loss as a consequence of flight cancellations, personal illness, or circumstances causing the tour to be cancelled beyond the control of ToursByBasques or partners. Please notice that your driver or guide will not assume automatic responsibility for any injury, damage, loss, accident, delay or irregularity and we are not responsible for any resulting additional expenses. Baggage and personal effects are carried entirely at the owner's risk.

#### **WHAT'S NOT INCLUDED**

Entrance fees and sites reservations.

Taxi, subway and bus rides.

Travel arrangements to or from tours organized by ToursByBasques are not included either.

Lunch. Drinks and food in Pintxos Tours.

Paypal fees, if the client requests to pay via Paypal. Credit card commissions for any extra money the client needs to send us (other than the tour cost).

Personal expenses: souvenirs, personal beverages and snacks, other items...

Medical expenses and personal insurance.

Tips/Gratuities. In Spain, tips are not expected but appreciated and they are considered a sign that you enjoyed a service. Giving a tip or not at the end of the service remains your personal choice. Other incidental expenses, incurred as a result of your booking: visas, vaccinations, travel insurance, non-refundable flights/transportation tickets, loss of enjoyment, phone calls, etc.



## **AVISO LEGAL**

En cumplimiento con el deber de información recogido en artículo 10 de la Ley 34/2002, de 11 de julio, de Servicios de la Sociedad de la Información y del Comercio Electrónico, a continuación se exponen los siguientes datos: La empresa con nombre social TOURS BY BASQUES, es una marca registrada en el Ministerio de Industria, Turismo y Empleo número 3600833/8, con razón social Mikel Gómez Urkijo, y domicilio en Leioa, Bizkaia con número de NIF: 30628480R (en adelante, TOURS BY BASQUES).

### **Ejercicio de la actividad profesional**

TOURS BY BASQUES ofrece servicios de guía turístico. Actualmente (año 2016), en la comunidad autónoma del País Vasco no existe un decreto de ley de los guías o informadores turísticos. Por tanto, la figura de Guía Turístico oficial no existe en el País Vasco, limitándose la categoría a la figura de guía turístico o informador turístico profesional.

TOURS BY BASQUES no es una empresa de transportes de pasajeros. TOURS BY BASQUES no ofrece ni comercializa el transporte de pasajeros. En aquellos casos en los que la actividad vaya ligada al transporte de pasajeros, ésta se llevará a cabo como actividad complementaria a la actividad principal y única de la empresa, las visitas guiadas, de acuerdo con la legalidad vigente, conforme al artículo 102 de la Ley Orgánica de Transporte Terrestre.

TOURS BY BASQUES no es una agencia de viajes, y por lo tanto no vende paquetes combinados.

### **Protección de datos**

De conformidad con lo dispuesto en el Art. 5 y 6 de la Ley Orgánica 15/1999 de Protección de Datos de Carácter Personal, así como en los artículos 12, 14 y 18 del R.D. 1720/2007 de 21 de diciembre, le informamos que los datos suministrados pasarán a formar parte del fichero Clientes de TOURS BY BASQUES, autorizando expresamente que los mismos sean objeto de tratamiento para atender su solicitud, tanto por vía telefónica como no electrónica.

Así mismo, queda informado de la posibilidad de ejercer sus derechos de acceso, rectificación, cancelación y oposición (previstos en los artículos 15, 16 y 17 de la LOPD, así como en los artículos 23 a 36 ambos inclusive del R.D. 1720/2007 de 21 de diciembre), mediante solicitud dirigida por escrito a TOURS BY BASQUES, en los términos que suscribe la legislación vigente.

### **Propiedad intelectual**

La información y los contenidos que se recogen en el presente sitio web, así como el código fuente, los diseños gráficos, las imágenes, las fotografías, el software y los textos, están protegidos por la legislación española sobre los derechos de propiedad intelectual e industrial a favor de TOURS BY BASQUES y no se permite la reproducción y/o publicación, total o parcial, del sitio web, ni su tratamiento informático, su distribución, su difusión, ni su modificación, transformación o descompilación, ni demás derechos reconocidos legalmente a su titular, sin el permiso previo y por escrito del mismo.



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TOURS BY BASQUES velará por el cumplimiento de las anteriores condiciones como por la debida utilización de los contenidos presentados en su página web, ejercitando todas las acciones civiles y penales que le correspondan en el caso de infracción o incumplimiento de estos derechos por parte del usuario.

### **Exclusión de garantías y responsabilidad**

TOURS BY BASQUES no se hace responsable, en ningún caso, de los daños y perjuicios de cualquier naturaleza que pudieran ocasionar, a título enunciativo: errores u omisiones en los contenidos, falta de disponibilidad del portal o la transmisión de virus o programas maliciosos o lesivos en los contenidos, a pesar de haber adoptado todas las medidas tecnológicas necesarias para evitarlo.

### **Modificaciones**

TOURS BY BASQUES se reserva el derecho de efectuar sin previo aviso las modificaciones que considere oportunas en su website, pudiendo cambiar, suprimir o añadir tanto los contenidos y servicios que se presten a través de la misma como la forma en la que éstos aparezcan presentados o localizados en su website.

### **Generalidades**

TOURS BY BASQUES se compromete a través de este medio a no realizar publicidad engañosa. A estos efectos, por lo tanto, no serán considerados como publicidad engañosa los errores formales o numéricos que puedan encontrarse a lo largo del contenido de las distintas secciones del website producidos como consecuencia de un mantenimiento y/o actualización incompleta o defectuosa de la información contenida en estas secciones. TOURS BY BASQUES, como consecuencia de lo dispuesto en este apartado, se compromete a corregirlo tan pronto como tenga conocimiento de dichos errores.

TOURS BY BASQUES se compromete a no remitir comunicaciones comerciales sin identificarlas como tales, conforme a lo dispuesto en la Ley 34/2002 de Servicios de la Sociedad de la Información y de comercio electrónico. A estos efectos no será considerado como comunicación comercial toda la información que se envíe a los clientes de TOURS BY BASQUES siempre que tenga por finalidad el mantenimiento de la relación contractual existente entre cliente y TOURS BY BASQUES, así como el desempeño de las tareas de información, formación y otras actividades propias del servicio que el cliente tiene contratado con la empresa.



TOURS BY BASQUES no se hace responsable del incumplimiento de cualquier norma aplicable en que pueda incurrir el usuario en su acceso al sitio web el presente sitio web y/o en el uso de las informaciones contenidas en el mismo.

#### **Legislación aplicable y Jurisdicción**

El presente Sitio Web se rige a todos los efectos por el ordenamiento jurídico español, siendo competentes para la resolución de todos los conflictos derivados de su uso los Juzgados y Tribunales del País Vasco.

#### **Contacto**

Para cualquier cuestión pueden ponerse en contacto con TOURS BY BASQUES a través del número de teléfono 00 34 618550395, o bien a través del correo electrónico [tbb@toursbybasques.com](mailto:tbb@toursbybasques.com)



## **LEGAL NOTE**

In compliance with the reporting obligations contained in Article 10 of Law 34/2002, of July 11, Services Information Society and Electronic Commerce, presented below are the following: The company TOURS BY BASQUES is a registered trademark in the Ministry of Industry, Tourism and Employment number 3600833/8, with Mikel Gómez Urkijo, and address in Leioa, Bizkaia, with NIF number: 30628480R (hereinafter TOURS BY BASQUES).

### **Professional activity**

TOURS BY BASQUES offers guided tours. At the time, in the the Basque Country there is no law regulating tour guides. Thus, the figure of "official tour guide" does not exist in the Basque country, limiting the category to the figure of "professional tour guide".

TOURS BY BASQUES is not a passenger carrier company. TOURS BY BASQUES does not offer or sell transportation for passengers. In those cases where the activity is linked to passenger transportation, this will be done as a complement service to the core business and the company's unique activity, tour guide services, in accordance with current legislation, as Article 102 of the Land Transport Act.

TOURS BY BASQUES is not a travel agency, and therefore does not sell vacation packages.

## **PRIVACY POLICY**

In accordance with the provisions of Article 5 and 6 of Law 15/1999 on Protection of Personal Data, and Articles 12, 14 and 18 of the RD 1720/2007 of 21 December, we inform you that the data provided will become part of TOURS BY BASQUES customers file, expressly authorizing them to undergo treatment to meet your request, either via telephone as electronic mail .

Also, you may exercise their rights of access, rectification, cancellation and opposition (under Articles 15, 16 and 17 of the Data Protection Act and Articles 23-36 inclusive of the RD 1720/2007 December 21), by application in writing to TOURS BY BASQUES, pursuant undersigned law.

## **INTELLECTUAL PROPERTY**

The information and contents included in this website, as well as the source code, graphic design, images, photographs, software and text, are protected by the Spanish laws on intellectual property rights and industrial of TOURS BY BASQUES, and may not be reproduced and / or published of all or part of the web site, or transmitted, distributed, divulged, modified, transformed or treated in any legally recognized rights of the owner, without prior written permission of the same.

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TOURS BY BASQUES ensure compliance with the above conditions and the correct use of the contents presented in its website, taking pertinent civil and criminal penalties that apply in the case of infringement or violation of these rights by the user.

#### **EXCLUSION OF GUARANTEES AND RESPONSIBILITY**

TOURS BY BASQUES is not responsible in any circumstances for damages of any kind which may cause, but not limited to errors or omissions in the content, lack of availability of the portal or the transmission of viruses or malicious or harmful content, despite having taken all necessary technological measures to prevent it.

#### **MODIFICATIONS**

TOURS BY BASQUES reserves the right to make unannounced changes it deems appropriate in its Site. TOURS BY BASQUES may change, delete or add content and services provided through the same as the way in which they are presented or located on the Site.

#### **OVERVIEW**

TOURS BY BASQUES is committed through this means NOT to make misleading. To this end, therefore, not be considered false advertising formal or numeric errors which may be found throughout the content of the various sections of the Site caused as a result of maintenance and / or update incomplete or faulty information these sections. TOURS BY BASQUES, as a result of the provisions of this paragraph, undertakes to correct as soon as it becomes aware of such errors.

TOURS BY BASQUES will not send advertising correspondence without identifying it as such, in accordance with Law 34/2002 of Services of the Information Society and Electronic Commerce. For this purpose, it will not be considered as advertising information sent to the clients of TOURS BY BASQUES when its object is to maintain the existing contractual relationship between client and TOURS BY BASQUES, and the performance of the tasks of information, training and other activities of the service which the client has contracted with the company.

TOURS BY BASQUES is not responsible for the breach of any rule that may be incurred by the user's access to the website this website and / or use of the information contained therein.

#### **GOVERNING LAW AND JURISDICTION**

This website is governed in all respects by the Spanish legal system, being competent for the resolution of all disputes arising from its use to the Courts of the Basque Country.



## **CONTACT**

For any questions please contact TOURS BY BASQUES through telephone number 00 34 618 55 03 95 or via email [tbb@toursbybasques.com](mailto:tbb@toursbybasques.com).