

General Terms and Conditions

GENERAL TERMS AND CONDITIONS FOR PACKAGE TRAVEL CONTRACTS

These General Terms and Conditions for Contracting are governed by the provisions of Royal Legislative Decree 1/2007, of November 16, which approves the consolidated text of the General Law for the Protection of Consumers and Users and other complementary laws, as well as by Law 7/1998, of April 13, on General Contracting Conditions, and by the terms detailed below.

General Information

Owner: VACIAR CACHE S.L., hereinafter HOWLANDERS.COM, with Tax ID number (CIF) B12983813 and license number CV-m1993-V, with registered office for all legal purposes at Universidad Politécnica de Valencia, Building 9B, Office V.9B.0.063, Camino de Vera s/n, 46022 Valencia, Spain. Phone: +34 864 800 001. Email: hello@howlanders.com, acting as Retail Agency and/or Tour Operator.

General Scope

Any booking made with HOWLANDERS.COM is subject to these General Terms and Conditions of Sale, which are freely published below so that each traveler may review and verify the purchase and its specific terms.

These general terms are intended to govern the contractual terms for the provision of services by HOWLANDERS.COM and, where applicable, the consideration owed by the traveler to HOWLANDERS.COM for the use of certain services. The services will be provided through the acquisition, arrangement, coordination, use, and management by HOWLANDERS.COM of the technical, human, and operational resources required for that purpose and, in any case, in exchange for the prices in force at the time the services are rendered, when such services are chargeable. Simply browsing the website <https://www.howlanders.com> does not constitute the provision of a service.

The use of the website <https://www.howlanders.com> and the booking of any services offered therein implies the express acceptance of the General Terms and Conditions detailed below. HOWLANDERS.COM reserves the right to modify these General Terms and Conditions at any time and without prior notice. However, any modification will not affect reservations made prior to the change. Therefore, we strongly recommend that travelers read and retain a copy of these General Terms and Conditions before completing their reservation.

The purchase of services offered on <https://www.howlanders.com> by minors will only be valid with prior authorization from the minor's parents or legal guardians. Prior authorization is also required when services are booked on behalf of another person.

If the traveler books individual travel services—i.e., services that are not part of a package travel arrangement—they acknowledge and accept the General Terms and Conditions of the service provider, which will be included in the specific offer. In the event of a conflict between HOWLANDERS.COM's General Terms and Conditions and those of the service provider in such offers, the latter will prevail.

For package travel, travelers are entitled to all rights granted under EU regulations applicable to package travel. The organizers and retailers of package travel are liable to the traveler for the proper performance of the travel services included in the contract, based on their respective responsibilities within the package travel arrangement, regardless of whether they or other service providers are the ones delivering those services.

HOWLANDERS.COM is especially committed to protecting the traveler, as outlined in these GENERAL TERMS AND CONDITIONS, as well as in the LEGAL NOTICE and PRIVACY POLICY, through the following measures:

1. DEFINITIONS

The terms “travel service,” “package travel,” “package travel contract,” “start of the package travel,” “linked travel arrangements,” “traveler,” “organizer,” “retailer,” “establishment,” “unavoidable and extraordinary circumstances,” “lack of conformity,” “point of sale,” “repatriation,” “trader,” and “minor” shall have the meanings set forth in Article 151 of the Spanish Royal Legislative Decree 1/2007 of November 16.

“Pre-contractual information” refers to the information the organizer or, where applicable, the retailer is required to provide the traveler before the traveler becomes bound by any contract or offer.

2. IMPORTANT NOTES ON PACKAGE TRAVEL

The information provided in these General Terms and Conditions regarding package travel is general in nature. No significant changes are expected to its content, and it will only be modified under the terms set forth in the Specific Terms and in certain situations described below.

2.1. Organization of the package travel

The package travel is organized by the wholesale or wholesale-retail travel agency, as specified in the pre-contractual information provided to the client and detailed in the package travel contract.

2.2. The package travel contract

The agency undertakes to provide the traveler with a copy of the formalized package travel contract no later than 24 hours after it has been concluded. All terms and conditions governing the package travel shall be considered an integral part of the contract, including these general terms, the pre-contractual information, and any specific conditions agreed between the trader and the traveler.

2.3. Price

A) The price of the package travel includes: everything specified in the information for each travel offer.

B) The price of the package travel does not include: any other service not explicitly mentioned in the information for each travel offer.

C) Price modifications: The price of the package travel has been calculated based on exchange rates, transport tariffs, and fuel costs, as well as the cost of each of the travel services included in the contract.

Depending on the destination, taxes, fees, and tourist surcharges related to landing, boarding, or disembarking at ports or airports may be imposed on the traveler as part of the total price of the package travel, as specified above. These amounts may be modified by third parties not directly involved in the execution of the package and, as a result, may be changed by the agency.

D) Price reduction and compensation for damages:

The traveler shall be entitled to an appropriate price reduction for any period during which there was a lack of conformity, unless the organizer or retailer proves that the lack of conformity is attributable to the traveler.

The traveler shall also be entitled to receive appropriate compensation from the organizer or, where applicable, the retailer for any damage or loss suffered as a result of any lack of conformity. Compensation shall be paid without undue delay.

The traveler shall not be entitled to compensation for damages if the organizer or, where applicable, the retailer proves that the lack of conformity is: attributable to the traveler, attributable to a third party unconnected with the provision of the contracted services and unforeseeable or unavoidable, or due to unavoidable and extraordinary circumstances.

To the extent that international conventions binding on the European Union limit the scope or conditions for the payment of compensation by providers of travel services included in a package, such limitations shall also apply to organizers and retailers. In all other cases, the contract may limit the compensation payable by the organizer or the retailer, provided that such limitation does not apply to bodily injury or damages caused intentionally or by negligence, and that the amount is not less than three times the total price of the trip.

Any right to compensation or price reduction under applicable law shall not affect the rights of travelers provided for in points a)-f) of Royal Legislative Decree 1/2007 of November 16.

2.4. Assistance

The traveler may send messages, requests, or complaints regarding the performance of the package travel directly to the retailer through whom the package was purchased. The retailer shall forward such messages, requests, or complaints to the organizer without undue delay. For the purpose of meeting deadlines or limitation periods, the retailer's receipt of the message, request, or complaint shall be considered as receipt by the organizer.

The organizer and the retailer must provide appropriate assistance without undue delay to travelers in difficulty, especially in the event of unavoidable and extraordinary circumstances. This includes providing relevant information about health services, local authorities, and consular assistance, assisting travelers in making remote communications, and helping to find alternative travel arrangements.

The organizer and, where applicable, the retailer may charge a reasonable fee for such assistance if the difficulty was intentionally caused or due to the traveler's negligence. This fee shall not exceed the actual costs incurred by the organizer or the retailer.

If it is impossible to guarantee the traveler's return as agreed in the contract due to unavoidable and extraordinary circumstances, the organizer or, where applicable, the retailer shall bear the cost of the necessary accommodation, if possible of equivalent category, for a period not exceeding three nights. Any costs beyond that period shall be the responsibility of the traveler.

2.5. Modification of Other Contractual Clauses

The package travel contract, with the exception of what is set out in the previous section, may be unilaterally modified by the organizer or, where applicable, the retailer before the start of the package, provided that the change is insignificant, that such a right is included in the formalized contract with the traveler, and that the traveler is informed of the change in durable medium.

However, if the organizer is forced to modify any of the main features of the package described in the pre-contractual or contractual information, or proposes to increase the price of the package before the start of the trip, the traveler will have the option to accept the proposed change or to terminate the contract without penalty.

If the substitute package offered as a result of the modification is of lower quality or cost, the traveler will be entitled to a price reduction.

Modifications to the contract must be communicated to the traveler without delay and must include: the impact of the modification on the total price of the package; the deadline by which the traveler must communicate their decision to accept or terminate the contract; the consequences of failing to communicate a decision; and, where applicable, details of the substitute trip offered and its price.

* If the traveler voluntarily requests changes to the package, the prices of the tourist services may not correspond to those published in the original travel offer.

2.6. Transfer of the Package Travel Contract

In order for the traveler to transfer the package travel contract to another person, the transferee must meet all the conditions applicable to the contract. The transfer must be communicated in advance to the organizer or, where applicable, the retailer, with reasonable notice of at least seven (7) calendar days before the start of the package.

Both the transferor and the transferee will be jointly liable for payment of the outstanding balance and for any additional costs caused by the transfer. The organizer or retailer must provide the transferor with proof of the additional costs.

2.7. Payments and Refunds

The package must be paid in full in order for the traveler to receive all services included in the trip. If payment is rejected for any reason, the reservation will be canceled after prior notification and an attempt to resolve the payment issue.

If the total agreed price is not received, it will be assumed that the traveler has canceled the trip, and the provisions in section "2.8. Termination of the Package Travel Contract by the Traveler" will apply.

If the organizer cancels the package travel contract, they must refund the traveler for any amounts already paid within no more than fourteen calendar days from the end date of the package.

If the traveler fails to appear at the scheduled departure time, they will not be entitled to any refund unless otherwise agreed between the parties.

HOWLANDERS.COM will provide the traveler with information about the possibility of purchasing insurance that covers possible cancellation or assistance costs (<https://blog.howlanders.com/en/news/choose-your-travel-insurance/>). Regarding the cancellation insurance contracted by the traveler, the premium paid for such insurance will not be refundable under any circumstances.

2.8. Termination of the Package Travel Contract by the Traveler

The traveler may terminate the contract at any time before the start date of the package trip, subject to a penalty imposed by the organizer or, where applicable, the retailer.

The package travel contract may set a standard penalty based on the number of days remaining before the package trip begins, counting from the day the intent to cancel the contract is communicated.

If no standard penalty is specified in the package travel contract, the penalty amount will be equal to the total price of the package trip minus any cost savings or revenues generated by reassigning the travel services to another customer.

If the contracted and canceled services included in the package are subject to special economic conditions, the cancellation fees will be those set by the service provider.

If the traveler does not accept changes to the terms of the contract and does not agree to a substitute trip, the organizer will reimburse all amounts paid by the traveler without penalty, within a maximum of fourteen calendar days from the date of contract termination.

Travelers are entitled to terminate the contract and receive a full refund of the package price in the following cases:

- * If unavoidable and extraordinary circumstances arise at the destination or nearby that significantly affect the execution of the trip or passenger transport to the destination.

- * If any essential element of the package is significantly modified (excluding the price).

* If the responsible business cancels the package trip before it begins, the traveler will also be entitled to compensation.

* If services are not provided and this substantially affects the performance of the package, and the organizer or, where applicable, the retailer does not solve the problem.

* In exceptional circumstances, such as serious security issues affecting the trip, travelers are not required to pay any penalties.

Travelers are entitled to a price reduction and/or compensation for damages in case of non-performance or improper performance of the travel services.

Right of Withdrawal:

Package travel contracts do not include the right of withdrawal. However, travelers who book a package outside the business premises (not to be confused with remote contracts) have a period of fourteen days to exercise their right of withdrawal with [HOWLANDERS.COM](https://www.howlenders.com).

Contracts concluded outside business premises include:

* Contracts entered into with the simultaneous physical presence of the trader and the traveler at a location other than the trader's business premises.

* Contracts where the traveler made an offer under the circumstances described above.

* Contracts concluded at the trader's business premises or via remote communication immediately after personal and individual contact between the trader and the traveler at a location other than the trader's business premises.

* Contracts concluded during an excursion organized by the trader for the purpose of promoting and selling products or services to the traveler.

2.9. Termination of the Contract by the Organizer or Retailer

The organizer or, where applicable, the retailer may cancel the package travel contract and reimburse the traveler for all payments made, without being liable for additional compensation, provided the conditions set out in Royal Legislative Decree 1/2007, of November 16, are met.

2.10. Liability for Booking Errors

The trader shall be liable for any booking errors caused by technical faults in the reservation system that are attributable to them, as well as for errors made during the booking process when the trader has agreed to handle the booking of a package.

The trader shall not be liable for booking errors attributable to the traveler or caused by unavoidable and extraordinary circumstances.

2.11. Execution of the Package Travel Contract

The organizers and retailers of package travel are responsible to the traveler for the proper performance of the travel services included in the contract, according to their respective roles in the management of the package, regardless of whether they perform the services themselves or through other providers. However, the traveler may direct complaints regarding the non-performance or improper performance of the services to either the organizer or the retailer, both of whom are obliged to inform the traveler about the applicable liability regime, process the complaint directly or forward it to the appropriate party, and inform the traveler of its progress, even if it falls outside their direct management scope.

The party held liable to the traveler will have the right to seek redress from the service provider responsible for the failure or improper performance, based on their respective responsibilities in managing the package.

If an organizer or retailer pays compensation, grants a price reduction, or fulfills other obligations under this law, they may seek reimbursement from third parties that contributed to the event giving rise to the compensation or price reduction.

The traveler must inform the organizer or retailer without undue delay of any lack of conformity observed during the performance of any travel service included in the contract.

If any travel service is not performed in accordance with the contract, the organizer or retailer must remedy the lack of conformity unless it is impossible to do so or entails disproportionate costs, considering the severity of the issue and the value of the affected service. If the issue is not remedied, a price reduction and/or compensation shall apply.

Except in the cases above, if the organizer or retailer fails to address the lack of conformity within a reasonable period set by the traveler, the traveler may do so themselves and request reimbursement for necessary expenses. The traveler does not need to set a deadline if the organizer or retailer refuses to remedy the issue or if an immediate solution is required.

If a significant portion of the travel services cannot be provided as agreed, the organizer or retailer must offer suitable alternative arrangements, if possible of equivalent or higher quality, at no additional cost to the traveler, including return transportation if it cannot be provided as initially agreed.

If the alternative arrangements are of lesser quality than those originally agreed, the organizer or retailer must grant an appropriate price reduction.

The traveler may reject the proposed alternatives only if they are not comparable to those agreed or if the price reduction is inadequate.

If a lack of conformity substantially affects the performance of the trip and the organizer does not resolve it within a reasonable period set by the traveler, the traveler may terminate the contract without penalty and request both a price reduction and compensation.

If the package includes passenger transport, the organizer or retailer shall also arrange repatriation for the traveler on equivalent transport without undue delay and at no additional cost.

If return travel cannot be guaranteed due to unavoidable and extraordinary circumstances, the organizer or retailer shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per traveler. Where European passenger rights regulations provide for longer durations, those shall apply.

The above cost limitation does not apply to persons with disabilities or reduced mobility as defined in Article 2(a) of Regulation (EC) No. 1107/2006, nor to their accompanying persons, pregnant women, unaccompanied minors, or those requiring specific medical assistance, provided the organizer or retailer was informed at least forty-eight hours before the trip. The organizer and retailer may not claim force majeure to limit liability if the carrier is not entitled to do so under EU regulations.

2.12. Insolvency of the Organizer or Retailer

If the organizer or retailer becomes insolvent, the traveler will be reimbursed for all payments made.

If the insolvency occurs after the start of the package and it includes transport, the traveler's repatriation will be guaranteed.

2.13. Personal Data Protection

In compliance with Organic Law 3/2018 of December 5, on Personal Data Protection and Guarantee of Digital Rights, and European Regulation 2016/679 on the protection of individuals regarding personal data processing and the free movement of such data, both the agency and the traveler agree to comply with the applicable legislation.

If the traveler ultimately enters into a contract with the agency, the agency will provide the required data protection information at the appropriate time, as established by law. The traveler can also consult our Privacy Policy at (<https://www.howlanders.com/en/legal/privacy>)

2.14. Statute of Limitations

Legal actions arising from the rights recognized under applicable law shall expire after two (2) years from the date the contract was signed.

2.15. Applicable Jurisdiction

Parties entering into a contract under these general terms submit to the jurisdiction of the courts of the traveler's residence or the organizer's/retailer's business address, at the traveler's choice, for resolving any disputes regarding the interpretation or enforcement of the package travel contract and these general conditions.

3. MISCELLANEOUS

3.1. Accuracy of Essential Contract Elements

The customer is solely responsible for the accuracy and truthfulness of the data provided to HOWLANDERS.COM during the booking process. The requested information is necessary

to ensure the proper provision of the contracted services and must match what appears on the customer's ID or passport.

The required data may vary depending on the booked service, but the following will always be requested for the booking holder: full name, phone number, and email address. HOWLANDERS.COM is not liable for any consequences resulting from false or incorrect data entered during the booking process and reserves the right to cancel the booking without prior notice and to take appropriate legal action in the event of fraudulent behavior.

The customer is fully and solely responsible for entering the correct number of travelers who will use the contracted services, including children and infants, at the time of booking. The customer must be aware that the service provider may deny service if the number of travelers does not match what is indicated in the booking.

If the data provided during the booking process or the reservation information (price, description of the booked service, check-in date, check-out date, number of travelers) contains typographical errors or is incorrect due to the customer's fault, the customer must immediately contact Howlanders.com by phone at +34 864 800 001 or email at hello@howlanders.com.

In these cases, HOWLANDERS.COM will request the modification from the service provider, who will decide whether to accept the change.

3.2. Booking Process and Customer Communications

The HOWLANDERS.COM booking process has two steps:

In the first step, the customer requests the booking and completes payment.

In the second step, based on the response from the final service provider, HOWLANDERS.COM will confirm or decline the booking request or contact the customer to offer alternatives (e.g., different date, accommodation type, included services, activity type). If the customer is not interested in the proposed alternatives, a 100% refund will be issued.

Communications during the booking process via email are as follows:

Payment Confirmation Email: Sent immediately after payment is made, containing essential information about the contracted services (price, check-in and check-out dates, number of travelers, and included services).

Booking Confirmation Email: Contains the documentation for the booked services, important instructions, and all information provided by the service provider.

If the booking cannot be confirmed, the customer will receive an email offering alternative services and/or a full refund.

3.3. Public Sale Price

The prices published on HOWLANDERS.COM are final prices for the entire activity and all travelers included in the booking, and they include taxes. However, some services may be subject to additional local tourist taxes, which must be paid directly by the customer.

If the price listed for a travel service on HOWLANDERS.COM is clearly incorrect or significantly different from the market value due to a typographical or operational error, HOWLANDERS.COM reserves the right to unilaterally cancel the booking, notifying the customer accordingly and refunding 100% of the amount paid. This clause applies exclusively in cases where the pricing error is obvious and easily recognizable by an average consumer, in accordance with the principles of good faith and legitimate consumer expectations.

3.4. Description of Contracted Services

HOWLANDERS.COM strives to assist customers in choosing services that meet their quality and comfort expectations. When relevant, we display the category of accommodation or transportation. Customers should note that quality standards can vary significantly by country or region. We strongly recommend reading the activity descriptions and reviews from previous customers and service providers.

3.5. Documentation

Travelers are responsible for obtaining information and documents necessary for entry, stay, and exit at the destination, including any transit requirements, for both adults and minors (e.g., visas, authorizations), as well as any required vaccinations, and must obtain them before departure.

Spanish citizens can consult the following websites for more information: [<http://www.exteriores.gob.es>] and [<http://www.mscbs.gob.es/>].

Travelers of other nationalities must check with their respective embassies and/or consulates to meet documentation and formal requirements.

Due to the difficulty in keeping up-to-date information for all countries and their ever-changing entry, exit, and transit requirements, travelers must consult the Spanish Ministry of Foreign Affairs and/or the consulate or embassy of the destination or transit country to verify and obtain the necessary travel documents and health information.

3.6. Reduced Mobility and Special Needs

Before contracting services, the traveler must inform HOWLANDERS.COM, using the contact details provided in these general conditions, of any reduced mobility or special needs so that HOWLANDERS.COM can advise on the suitability of the services.

3.7. Payment of Contracted Services

The customer must pay the full amount for the contracted services using any method offered by HOWLANDERS.COM. Full payment must be made before the departure date as agreed for each case. If payment is not received on time and in the agreed manner, the traveler will be considered to have unilaterally canceled the contract and the applicable cancellation fees and penalties will apply.

The booking confirmation typically serves as proof of payment for the contracted services. However, some service providers may require a credit card number or a security deposit upon arrival as a guarantee for any additional services consumed on-site or potential damages.

If the customer needs an invoice for the contracted activity, they must request it after completion by emailing hello@howlanders.com with their full name or company name, tax ID (CIF/NIF), address, and booking code.

3.8. Cancellation or Modification Policy for Customer-Initiated Changes

Any reservation modification or cancellation must be made in writing via email to hello@howlanders.com. No other form of communication (e.g., phone calls) will be considered valid. The local time at the service location will be considered the departure time, and the email reception time will be considered the cancellation time. The difference in days/hours between both times will determine the applicable cancellation policy.

3.9. Disclaimer of Liability

The traveler acknowledges that many activities take place in mountainous adventure terrain and off conventional routes and assumes the physical risks involved. The participant also confirms they have been informed of all aspects of the activity (physical and mental demands, equipment, location, etc.) by the provider and proceeds with full knowledge. They may request additional information if needed.

Therefore, HOWLANDERS.COM shall not be liable for any injuries, damages, or accidents suffered by the user during or before the activity that prevent participation.

3.10. Intellectual and Industrial Property Rights

All content (including, but not limited to, texts, trademarks, logos, images, drawings, designs, website design, source code, and software) appearing on (<http://www.HOWLANDERS.COM>) is protected by applicable intellectual and industrial property laws and is expressly reserved to “Vaciar Cache S.L.” or the individuals/entities listed as authors or rights holders. Violations of these rights will be pursued in accordance with the law.

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HOWLANDERS.COM reserves the right to deny or revoke website or service access at any time and without notice to customers who fail to comply with these Terms and Conditions.

Edition: April 2025

ADDITIONAL PRE-CONTRACTUAL INFORMATION — APPLICABLE SOLELY TO
PACKAGE TRAVEL ARRANGEMENTS AS DEFINED IN ARTICLE 151 OF SPANISH
ROYAL LEGISLATIVE DECREE 1/2007, OF NOVEMBER 16

TRAVEL PACKAGE CONTRACT APPLICABLE ONLY TO PACKAGE HOLIDAYS AS
DEFINED IN ARTICLE 151 OF SPANISH ROYAL LEGISLATIVE DECREE 1/2007 OF 16
NOVEMBER

**The original version of this document was written in Spanish. In the event of any discrepancy, error, or inconsistency between the translated version and the original, the Spanish version shall prevail for all legal purposes. The original Spanish version is available at <https://www.howlanders.com/es/legal/terminos>*