



In **El Llanito 4, Breña Alta (La Palma) -38710**, on the of of 20..... and to the effect of filling out the following contract for the Provision of Tourism Services as established in article 5.2 of the Decree 226/2017 from the 13th of November, regulating the Management of Active Tourism related Companies in the Canary Islands.

This contract is entered into

BY AND BETWEEN:

On one side, **RH BUGGY C.B.** with Spanish fiscal ID number **E389888499**, with commercial name and number in the Official Registry of Tourism Companies, Activities and Professions of the Canary Islands under CANARY LIVE EXPERIENCE 1-0004320.1 and with fiscal address in **El Llanito, 4 Breña Alta (La Palma)-38710**.

And on the other side, Mr. /Ms. with ID/Passport Nr. (from this point on, the client) in the role of (fill out only in case of groups), as a client of the mentioned active tourism company, for the fulfilment of the activity marked in the first clause of the contract, in the municipality of BREÑA ALTA, province of SANTA CRUZ DE TENERIFE on the of Of 20.....

THEY AGREE TO

THE CLIENT books with **RH BUGGY C.B.** the activity of use of Buggy, hiking, speleology, astronomy, 4x4. The price is (IGIC-TAX).

Services rendered by the company:

Destination	Timeframe		Departure	
	From:		to:	
Signature, name, ID/Passport				
1 _____	_____		2 _____	_____
3 _____	_____		4 _____	_____
5 _____	_____		6 _____	_____
7 _____	_____		8 _____	_____
9 _____	_____		10 _____	_____

These services encompass the following services and clauses:

1st The routes and itineraries will always be done following the instructions provided by the guide, who will always drive at the head of the group.

2nd Buggy: Not permitted are overtaking, manoeuvres prohibited in the Spanish Highway Code, going over the speed limit that the guide sets at any given time: on paved roads max 45 km/h, on dirt roads max. 25 km/h.

3rd Buggy: From the vehicle or during any other activity, throwing away any object, for example, bags, cigarette stubs, cans, etc. The client must dispose of them in the designated containers for their disposal.

4th The client must follow the route originally laid out by the guide, stopping at the places indicated by said guide.

5th It is strictly prohibited to take our tours under the influence of drugs or alcohol.

6th We don't recommend pregnant women and people with any kind of back problems taking our tours. If they decide to take them, it will always be their sole responsibility and at their own risk.

Minors can take part as companions, they must be 7 years or older and be accompanied by an adult that takes responsibility of the minor.



7th Pre set routes could be subject to variations by indication of the local authority, on the occasions in which it is deemed necessary.

8th Non compliance with these conditions and with the warnings issued by the guides could mean the abrupt ending of the tour without any claim of a refund.

9th Buggy: In no case shall the vehicle be used for competitive or sport racing

10th Buggy: Any infractions incurred by the client as consequence of forbidden manoeuvres or infractions of the of the Spanish Highway Code, as well as any damages caused on the buggy will be the client's liability.

11th **RH BUGGY C.B.** establishes a fee of 350 € in case of non-fulfilment of the terms and conditions and/or any damages caused on the vehicles or the environment. This fee will only be charged to the client in case of negligence on the client's part.

The fee is to be paid cash or by Visa or MasterCard.

12th The proper complaint forms are available to our clients.

13th **RH BUGGY C.B.** declares that they comply with all the legal requirements compiled in the Decree that regulates Active Tourism related Companies in the Canary Islands and all other legal requirements and obligations for tourism companies compiled in the current law.

14th THE CLIENT agrees to follow all instructions given by supervisors, guides or instructors, declaring to having received enough information about the activity taking place and knowing and accepting the risks involved. All our activities have a medium to low difficulty level, but some effective and potential risks exist. For example: dangerous areas and ravines, slippery roads, potential of rock falls or landslides, etc.

The client further declares that he/she suffers no ailment or sickness, which could mean a risk for his/her health or the safety of the activity. (In case of a group booking, all members of the group are required to sign).

15th All equipment and materials used by the company RH BUGGY C.B. are certified or fulfil the safety conditions and guarantee for the intended use, according to their manufacturers. The company is responsible of proper maintenance. The company provides the needed staff for each activity and the maximal or minimal clients taking part in each of them. The staff handling each activity will be a specialised guide and/or an attending guide, schooled as a tourism guide, sports technician, Starlight guide, etc., depending on the booked activity.

16th In case of cancellation due to climate reasons (bad weather, rain, etc.), clients will be refunded 100% of the fees; in case of cancellation due to causes outside of the control of the company, 72 hours prior to the booking, clients will be refunded 50% of the fees; in case of a shorter time frame without a major justified cause and advanced notice, no refund will be issued.

17th Proof of the existence of policies regarding civil liability, attendance and accidents, indicating the insurance agency, the coverage and the activities it covers are available to our clients.

Compulsory insurance:

Active tourism insurance policy number: CASER SEGUROS POLICY NUMBER **00013869**

Civil liability insurance policy number: AXA SEGUROS POLICY NUMBER **1062285**

18th DATA PROTECTION

The interested party is informed that their personal data are included in the treatment activities "Clients" of which RH BUGGY CB is responsible for the purpose of managing the relationship with customers, management of buggies, photographs, excursions, billing and accounting, as well as the issuance of budgets to potential clients, purposes based on their consent, expressed with the signature of this document. Your personal data will be maintained as long as the relationship is maintained, or by the deadlines established in applicable regulations to meet possible responsibilities, if transferred to another third party, it will only be due to legal obligation. You can exercise your rights of access, rectification, deletion and portability of your data, limitation and opposition to its treatment, as well as not being subject to decisions based solely on the automated processing of your data, making a communication to the address: **Llanito, 4 Breña Alta (La Palma) -38710**, accompanied by your ID, or through the email **info@rhbuggy.com**. You can also contact us to access extended information processing your personal data requesting a copy.

RH BUGGY C.B. also requests your express acceptance of this contract, as well as the clauses contained within it and in witness thereof both parties sign it.