

## 1 . ONLINE RESERVATION PROCESS

The person making the reservation must be over 18 years of age and is responsible for following all the steps of the online reservation system, ensuring that all the information provided is correct and complete and making the payment in full.

Once the contract with TRANSFER ERKAITAND SL U is formalized , the company will carry out all the necessary procedures to organize the requested services.

The contract will be binding on the parties only when you receive your proof of transfer by email. In the event that the transport operator cannot provide the requested service, the client will be informed and the total amount will be reimbursed using the same system used for payment, leaving the company released from any other obligation to the client.

The client must confirm receipt of our notifications. In the case of not receiving confirmation of the receipt of the email, the records stored on our mail server will be considered sufficient proof of receipt.

Our confirmation message of collections and payments made by the client will not be considered as proof of the existence of a binding contract.

You will need to print and have the reservation vouchers ready to present to the transport operator so that the driver can examine them. If the reservation holder does not present the voucher, the transport operator may not provide the service. We recommend that you print and take with you all the communications you have with the company, as well as the proof of transfer.

It is expressly forbidden for minors to request services from the company, and their parents, guardians or legal guardians should contact us immediately in the event that a minor has booked a service with us to proceed with its cancellation. Minors must always travel in the company of an adult passenger.

## 2 . PAYMENT

We accept the most widespread means of payment, such as credit cards (American Express, MasterCard / Diners International, Visa), debit cards (Visa / Delta, Visa / Electron ), bank transfer and PayPal. The use of PayPal is only possible for reservations with a minimum amount and the client assumes the corresponding administration costs.

The charge will be made in Euros and the exchange rate consultation tools are offered for informational purposes only.

## 5. CHANGES

The information contained in the transfer voucher includes the reserved destination, the pick-up point and the address of the accommodation. Any change that affects this or other data must be communicated by email to the address [reservas @ transfermarbell. com](mailto:reservas@transfermarbell.com) prior to the date of the provision of the service, and it will only be considered effective once it has been verified with the transport operator and confirmed to the customer by email.

The client assumes any increase in the cost of the service due to a change in the reservation. The first change will not incur additional administration costs. Beyond this first change, the company may charge € 15 administration fees for each additional change. No amount will be refunded for changes made in less than 48 hours.

Once the contract has been formalized, the client must notify our Customer Service of any errors detected at least 48 hours in advance regarding the corresponding transfer service. Notifications received less than 48 hours in advance regarding the transfer service will entitle the company to cancel the contract without any penalty.

## 3 . CANCELLATIONS BY THE CLIENT

Any cancellation of the contract must be made in writing by email addressed to our Customer Service department. Both separate transfer services and a complete reservation that includes more than one service can be canceled.

If your cancellation request is received more than 48 hours in advance of the pick-up time of the transfer service you wish to cancel, the full amount corresponding to this transfer will be reimbursed. No amount will be refunded if the cancellation occurs less than 48 hours in advance of the scheduled time for the transfer service you wish to cancel. In this case, we will send you an email with the confirmation of the cancellation so that you can use it to claim the amount from your tour operator, airline or insurance company.

## 4 . CHANGES AND CANCELLATIONS BY US

If the transport operator is forced to make a significant change in the conditions of service, or to cancel the service, we will inform you as soon as possible.

We will do our best to respect your preferences regarding the chosen vehicle; however, the vehicle may be replaced by one of greater capacity or multiple vehicles depending on availability. If the change involves a reduction in the category or size of the vehicle for which we have a cheaper rate, the difference in price will be refunded.

In extraordinary cases we may find it necessary to cancel your reservation. The full amount of the reservation will be reimbursed and this refund will cover all the obligations towards the client derived from said cancellation. In any case, we will make every effort to find viable alternatives to any confirmed reservation that we must cancel.

## 5 . CHILDREN'S CHAIRS

All our transport operators comply with current legislation. If you book a private transfer, we recommend that for safety reasons you use a lift or baby chair for passengers under 12 years of age or with a height of less than 135 cm. During the reservation process you will have the opportunity to reserve child seats or booster seats at most destinations.

It is the responsibility of the reservation holder to check that the restraint system is compatible with the vehicle and that it is positioned correctly. The company will not be responsible for any incident derived from misuse or incorrect installation of the restraint system.

If you want to travel with your own baby chair or lift and you have booked a private transfer, you must inform us of this before starting the trip. We have to ensure that the vehicle used by the transport operator is compatible with the chair. For group services, minibuses or coaches are used on most occasions and in these vehicles it is not possible to use child seats.

We will do our best to ensure that the transport operator provides the chair or lift when it has been booked. There may be times when the reserved chair is not available. In these cases, you will be entitled to a refund of the amount paid for the reservation of the chair. If chairs are not available, children over the age of three must wear a seat belt. Children under three years of age may travel without a restraint system but must be in the rear seats of the vehicle.

## 6 . RATES FOR CHILDREN

All children and babies, regardless of their age, will be taken into account to determine the capacity of the vehicle to be used, and therefore must be entered in the total number of passengers at the time of booking.

## 7 . ADDITIONAL STOP RESERVATION

During the reservation process you will have the possibility to reserve an additional stop in case you need to collect or return keys or if your group is divided into more than one accommodation. The address of the additional stop must be located at the same destination as the main stop. The maximum duration of this additional stop will be 5 minutes.

Additional stop rates:

15 minutes: € 6

30 minutes: € 12

45 minutes: € 18

60 minutes: € 24

## 8 . TRAVEL INSURANCE

We strongly recommend that you take out travel insurance that is appropriate to your needs. Please read the contract carefully and print the documentation so that you can take it with you when you travel. Adequate travel insurance will protect you against a number of risks that are beyond our control.

## 9 . OUR RESPONSIBILITY

In the event of breach of these conditions, we will be responsible only for those damages or losses that are a consequence attributable to our breach or our negligence, and at most for the total amount paid by you. We are not responsible for damages that are not directly attributable to us or those produced by accident, force majeure or that are caused by legal or administrative requirements.

We are not responsible for incidents that occur during the provision of the service, specifically illness, personal injury or death, unless they are a direct consequence of our negligence.

This means that, in accordance with these conditions, we can accept responsibility if, for example, the passenger dies or suffers personal injury or if the transfer service is not provided as contracted or is poorly provided as a result of our incapacity or of the inability of our employees or the inability of our transport operators to provide the transport service you have contracted using reasonable knowledge and professionalism. Note that it is your responsibility to prove that lack of knowledge and professionalism if you want to submit a claim against the company.

In addition, we will only be responsible for what our employees and transport operators do or fail to do while acting within the framework of their professional performance (for employees) or performing the jobs that we have requested (for transport operators).

No section of these General Conditions limits or excludes:

to. our liability to you in the event of death or personal injury resulting from our negligent action.

b. Any other right of which you are the holder as a consumer and user and that by law cannot be excluded or limited.

We are completely exempt from any liability in the event that the client contracts a service directly with the transport operator.

We cannot guarantee the accuracy of the contents of this website one hundred percent. The eventuality that the page is affected by a computer virus cannot be ruled out. In any case, we will do everything on our part to rectify any error that is communicated to us in the shortest possible time. If due to one of these errors a reservation is made with the wrong price or with a wrong promotion, we reserve the right to terminate the contract without the need to compensate the customer.

10 . FORCE MAJEURE

We cannot be held responsible in the event that the fulfillment of our obligations or those of the transport operator is impeded or affected directly or indirectly by or as a result of an event of force majeure or of any circumstance beyond our control including, Among others, cases such as extreme meteorological phenomena, natural disasters, terrorism, third-party accidents along the itinerary of the transfer, police controls, extraordinary traffic congestion or strikes.

Any contact related to possible changes in the reservation data must be requested via email .

## 1 1 . TRANSPORT SERVICES

We offer a range of services agreed with transport operators. These are private transportation services .

We cannot guarantee the exact itinerary to the chosen destination and the Google maps route shown on our website is for informational purposes only. We do our best to ensure that collection times are scrupulously respected but we cannot guarantee them.

It is your responsibility to check the established pick-up time and make sure that you arrive at the airport, station or port with enough time to check in or any other preparation for your trip.

The transport operator will pick you up and drop you off as close as possible to the addresses provided. If access through a regular itinerary is closed due to weather conditions, traffic accidents, etc. , the transport operator will take, in accordance with your express request, an alternative itinerary to reach the agreed destination .

All contracted transport services are covered by the civil liability policy of the transport operator or the company subcontracted by it.

## 1 2 . ALLOWED LUGGAGE / CAPACITY

The vehicles used for private transfers have a capacity for at least 1 piece of luggage or suitcase per passenger seat with maximum combined measurements of 158 cm (length + width + height) per piece. At the time of booking you must inform us of the luggage to be transported. It is not necessary to declare smaller packages that can be placed on the passenger footrest such as cameras, bags or small backpacks. The passenger will be responsible for any cost incurred in the event of needing additional vehicles for the transport of undeclared luggage.

Your acceptance of the proposed Contract and the Terms and Conditions is considered a tacit agreement in which under no circumstances will you include in your luggage or personal belongings objects that contravene the legislation of the country in which the service is provided (firearms, etc.) or those that may be harmful to third parties, or objects of excessive size, weight, expiration or fragility.

The transport of luggage and other personal objects is at your own risk and in no case will we be responsible for possible damage or loss. This risk of damage or loss should be covered by contracting insurance by the client before the start of the trip.

### 13 . YOUR LIABILITY

By formalizing this contract you implicitly declare that: You are of legal age and in full use of your mental faculties and that therefore you are capable of assuming the legal responsibilities derived from this agreement. You are aware of the scope of the services that are the subject of this contract, the information regarding the company and the content of these General Conditions. As í himself he declares that the credit or debit cards you use are your property and that they have sufficient funds to cover the amount of the service. You understand that you must notify us as soon as possible of any modification of the data you have provided us.

The services will be provided in accordance with the information specified in the proof of transfer sent by email. It is your responsibility to provide complete and correct addresses for the pick-up and destination points at the time of booking. It is also part of your responsibilities to print and check the accuracy of the proof of transfer. If the data contained in the voucher is incorrect, you should contact our Customer Service team immediately for rectification. During the reservation process, pay special attention to ensuring that all mandatory fields, marked with an asterisk (\*), have been filled in correctly. We are not responsible for reservations that are impossible to carry out and no refunds will be made for such reservations.

Only you are responsible for providing the necessary documentation for border crossing. We do not assume any responsibility and we refuse to incur additional costs caused by the non-provision of said documents or by non-compliance with the customs, police, fiscal or administrative regulations of the countries to which it is intended to access. The proof of transfer is not a valid document to obtain an entry visa.

In the event that the company is forced to pay a deposit or a fine to the authorities of other countries as a result of the client failing to comply with the laws, regulations or other requirements of the countries in which they intend to enter or leave or intend to cross, the customer will take full responsibility for reimbursing the company. We reserve the right to

withhold any amount that has been paid to us until the client demonstrates that he has reimbursed the amount corresponding to said fines, charges, etc.

We reserve the right and you by accepting these conditions authorize us to charge your credit or debit card for damages caused to the vehicle (including, for example, a thorough cleaning) or for objects that have disappeared from the vehicle.

We reserve the right to no longer accept bookings from a customer who has repeatedly caused a major incident or incidents.

## 12 . RIGHT OF ADMISSION / USER CONDUCT

By formalizing this contract, you tacitly grant the company and the transport operator the right to deny the service to any passenger who, according to the driver's criteria, is under the influence of alcohol or drugs and to those whose conduct it may be considered dangerous for the driver of the vehicle, for third parties or for themselves.

Alcoholic beverages are not allowed in the transport operator's vehicles for consumption during the trip. This prohibition also applies to narcotics.

Smoking is prohibited inside the vehicle.

Eating inside the vehicle is not allowed.

## 13 . COMPLAINTS

If the service you receive from the transport operator does not meet your expectations, you must notify Customer Service immediately and, whenever possible, at the time the incident occurs. Complaints received after the transportation service has ended and that were not notified to us during the transfer may not be accepted as we have not been given the opportunity to assist or intervene in any way. You will find our detailed contact details on the proof of transfer.

Written complaints must be emailed to [info @ transfermarbell .com](mailto:info@transfermarbell.com) and reach us no later than 28 days after your return date.

## 14 . LANGUAGES

Our website is available in multiple languages, and we continue to make efforts to add more languages in the future. Our Customer Service is available 24 hours in Spanish and assistance via email , W hatsapp or Telegram is available in Spanish and English at all times.

## 15 . INTELLECTUAL PROPERTY RIGHT

The copyright, trademark and other intellectual property rights related to the content published on our website are registered in the name of the company and are protected by national and international legislation that regulates intellectual property.

The use of the content of our website by a third party for any purpose other than the eventual reservation of a transport service is prohibited. This prohibition includes the modification, subsequent publication as well as the reproduction or total or partial representation of said content without the prior and express consent of the company.

Any illegal use of our website for any purpose is strictly prohibited.

All the contents of this Website are protected by intellectual and industrial property rights and are the exclusive property of transfermarbell .com. It is expressly forbidden to use the Website and the content contained therein, as well as the databases and software necessary for its visualization or operation, for commercial purposes, unless there is written consent from transfermarbell .com.

Prohibited commercial uses include, without limitation:

The resale or redistribution of the Website, its contents and / or its service through another website. In particular, "web scraping " techniques to access the contents of the Website.

The use of " deep linking " techniques that generate confusion in the user, such as " framing ", and / or imply an improper and illegal use of the contents of transfermarbell .com.