

COMBINED TRAVEL CONTRACT

On one side, as the organizing travel agency: KOA EXPERIENCE S.L., with tourism license number C.I.AN-298147-3, VAT number B93677854, and address at C/ Jacinto Benavente, nº11, 5-4, 29601 Marbella, Málaga, hereinafter referred to as **THE AGENCY**.

On the other side, as the Principal Contractor _____ with Passport number _____ and address at _____. By signing, the Principal Contractor confirms that they sign both on their own behalf and, where applicable, on behalf of all Beneficiaries listed in the Annex, hereinafter referred to as **BENEFICIARIES**.

Annex I – List of Beneficiaries represented by the Principal Contractor, who agree to the sale of the combined travel package organized and/or sold by the Agency: NAMES or ANNEXED LIST.

1. OBJECT OF THE CONTRACT

The traveler expressly accepts the specific and general conditions of the trip as provided in the pre-contractual information, in accordance with Spanish law, specifically Book IV of Royal Legislative Decree 23/2018 (as amended by Law 4/2022) and Royal Decree 1/2007, Article 153, on the sale of combined travel packages. These conditions are signed by the parties and constitute an integral part of this contract.

2. PARTICIPANTS, DOCUMENTATION, AND ADDITIONAL INFORMATION

All participants must meet the minimum age requirement (6 years) and have the necessary documentation, including a valid passport, visas if applicable, and notarized parental or legal guardian authorizations for minors. Participants aged 23 or older are considered adults and may be subject to single-room supplements.

Program payments must be completed according to the agreed schedule.

The organizer will accommodate special needs accepted in advance (if any).

The Agency provides the legally required surety insurance for payments and repatriation through FIATC Mutua de Seguros y Reaseguros, policy number 67-5000949, contact phone +34 933 270 945.

All Beneficiaries **must have valid travel insurance** covering medical emergencies and trip cancellation. Group insurance is included; optional coverage may be purchased. If using personal insurance, a signed liability waiver is required. The Principal Contractor confirms all Beneficiaries have been informed.

By signing this contract, the Principal Contractor confirms that the reservation has been officially confirmed and that all Beneficiaries listed in Annex I have been accepted for the trip.

3. ASSISTANCE, RESERVATION CONFIRMATION AND MINORS

The agency and its representatives are responsible for correct fulfillment of contracted services. For issues, complaints, or emergencies, travelers may contact the agency. Assistance is reasonable except for traveler negligence or extraordinary circumstances. For minors traveling without a parent or authorized adult, the Principal Contractor acknowledges receipt of emergency contact information and has been informed of the responsible staff and supervisors in charge of the minor during the trip.

4. CLAIMS AND DISPUTE RESOLUTION

Suggestions or complaints must be submitted to both organizing and retail agencies. Alternative dispute resolution options are available under Spanish Law 7/2017 and EU Regulation 524/2013 (<https://consumer-redress.ec.europa.eu/dispute-resolution-bodies>).

5. Responsibility and Safety / Limitation of Liability

The agency, staff, agents, and partners are responsible for proper execution of included services, whether provided directly or via third parties, except for damages caused by the traveler, third parties, or unavoidable extraordinary circumstances. Liability is excluded except in cases of gross negligence or willful misconduct. Travelers assume inherent participation risks. Participants must adhere to program rules; unsafe behavior may result in removal at parent/guardian expense. Personal belongings are the participant's responsibility.

6. MODIFICATIONS, NON-CONFORMITY AND LIABILITY

If, before or during the trip, any essential service (itinerary, accommodation, transport, or activities) is substantially modified, unavailable, or increases in cost by more than 5%, the traveler may:

1. Accept the proposed change
 2. Cancel the contract without penalty within 48 hours of notification for changes >10%, or
 3. Receive a proportional price adjustment.
- For other non-essential modifications, the traveler may accept or cancel within 72 hours of notification.

The organizer shall remedy non-conformities unless impossible or disproportionately costly. Alternative services of equal or superior quality will be offered where applicable. The agency is responsible for the proper performance of all services included in the package, except for damages caused by the traveler, third parties, or unavoidable and extraordinary circumstances.

7. Payments, Cancellations, Jurisdiction, and Data Protection

Payments must follow the agreed schedule; certain fees are non-refundable. Cancellations by the traveler incur penalties as detailed in Annex I. Claims prescribe in two years (Article 169, Royal Legislative Decree 23/2018).

This contract is governed by Spanish law. Jurisdiction shall correspond to the courts of the organizer's city, or as otherwise provided in the [Terms & Conditions](#) available online. However, by mutual written agreement, the parties may submit any dispute to arbitration administered by the Spanish Chamber of Commerce Arbitration Tribunal, in accordance with Spanish and EU legislation governing package travel.

The agency complies with GDPR. Personal data, including that of minors, is processed solely for program organization, safety, and communication. Parents or guardians authorize this processing and can exercise their rights per the Privacy Policy (<https://koaexperience.com/privacy-policy/>).

Signature of Acceptance:

Principal Contractor / Beneficiary: _____

Date: _____

KOA EXPERIENCE S.L. Representative: _____

Date: _____

In on of

For KOA EXPERIENCE S.L. (Organizing/Retail Agency):

Name: **Ricardo Bocanera Yebra**

CEO & Founder

(Signed on behalf of KOA EXPERIENCE S.L. upon contract confirmation)

Signed: THE CLIENT

ANNEX I – PRE-CONTRACTUAL INFORMATION ON THE COMBINED TRAVEL

The offered combination of services constitutes a combined travel package under the consolidated text of the Spanish Consumer Law.

The traveler will enjoy all rights applicable under EU law. The agency is fully responsible for proper execution of the package.

Agencies are covered by a guarantee for reimbursement of payments and repatriation if transport is included in case of insolvency.

ORGANIZING AND/OR RETAIL AGENCY: KOA EXPERIENCE S.L.

Address: C/ Jacinto Benavente, nº11, 5-4, 29601 Marbella, Málaga

Phone: +34 676062602

Email: info@koaexperience.com

TRIP INFORMATION:

All essential information regarding the itinerary, accommodation, transport, program activities, meal plan, and minimum required participant number for each trip is provided on the official website of the Agency under the "Trips" section:

<https://www.koaexperience.com/trips>

The Beneficiaries acknowledge that they have reviewed and accept the full *Terms & Conditions* available on KOA EXPERIENCE S.L.'s official website (<https://koaexperience.com/travel-program-terms-conditions/>), which include details on payments, cancellations, exceptional circumstances, insurance, and travel protection. The cancellation percentages set forth in this contract are consistent with those established in the Terms & Conditions.

Trip details may be updated or adjusted as the departure date approaches due to logistical, operational, or safety reasons. Any substantial modification will follow the provisions set out in Clauses 6 to 10 of this contract regarding changes, non-conformity, and cancellations.

Minimum number of participants: 6

The program will only be confirmed once the minimum number of participants is reached. If the minimum is not met, the trip will not be confirmed, and no additional payments will be requested. Any **initial deposits received will be fully refunded**.

Price: As indicated by the agency. Additional costs (airport taxes, visas, tips if pre-tipping not selected) are the traveler's responsibility.

Payment Schedule:

1. Deposit and travel protection plan at enrollment.
2. 500€ toward the Tour Fee 30 days later.
3. 75% of the remaining balance 110 days before departure.
4. Final balance 65 days before departure, payable by credit or debit card.

Price variation: The organizer reserves the right to adjust the program price if actual flight, accommodation, or related travel service costs increase before the trip is confirmed. If the increase exceeds 10%, travelers may accept or cancel within 48 hours without penalty.

Passport, visas, health: Traveler responsible for valid documentation. Spanish citizens: <http://www.exteriores.gob.es>, <http://www.mscbs.gob.es>.

Data Protection and Minors' Consent

In compliance with GDPR and Spanish data law, the agency will process participants' personal data, including minors, only for trip organization, safety, and communication.

Data may be shared with service providers strictly as needed for travel execution.

Parents or legal guardians authorize this processing and may exercise their data rights by contacting the agency.

Full Privacy Policy: see <https://koaexperience.com/privacy-policy/>.

Transfer of Contract:

The contract may be transferred to a third party who meets the same requirements, provided the organizer is notified at least 7 days before departure. The Principal Contractor and the transferee are jointly and severally liable for all pending payments and any costs associated with the transfer.

Agency Cancellation:

- Trips longer than 6 days: 20 days prior
- Trips 2–6 days: 7 days prior
- Trips shorter than 2 days: 48 hours prior

Traveler Cancellation Fees:

- Up to 46 days before departure: 0%
- 45–31 days before departure: 15%
- 30–20 days before departure: 25%
- 19–10 days before departure: 50%
- 9–3 days before departure: 75%
- Less than 48 hours before departure or no-show: 100%

Special Services:

Special services (air tickets, insurance, visas) are always 100% non-refundable once issued.

Responsibility for unprovided services: Alternatives or proportional reductions offered.

Traveler assistance: Emergency contacts provided; assistance guaranteed in extraordinary circumstances.

Insurance / Insolvency: *Basic group insurance* provided by *Intermundial* is included for all travelers. *Optional Total Travel insurance* from *Innovac* may be purchased by the Principal Contractor for enhanced coverage, up to the full duration of the trip. The Principal Contractor confirms that all Beneficiaries have been informed about these insurance options. If the traveler opts to use their own insurance, a signed liability waiver provided by the agency must be submitted. Organizer and retailer hold insolvency guarantees.

In case of claims under the group insurance or optional total travel insurance, the Principal Contractor should contact the respective insurer directly:

- **Intermundial (Group Insurance):** Phone: +34 911 680 680, Email: info@intermundial.com
- **Innovac (Optional Total Travel Insurance):** Phone: 963 692 861 Email: innovac@innovac.es
Procedures for filing claims and requesting reimbursement are detailed in the policy documents provided by the agency. Failure to follow these procedures may result in denial of claims.

SIGNATURES

For KOA EXPERIENCE S.L. (Organizing/Retail Agency):

Name: **Ricardo Bocanera Yebra**

CEO & Founder

(Signed on behalf of KOA EXPERIENCE S.L. upon contract confirmation)

For the Participant (if 18 or older):

Name: _____

Signature: _____

Date: _____

For the Parent or Legal Guardian (mandatory if Participant is under 18):

Name: _____

Relationship to Participant: _____

Signature: _____

Date: _____

This document may be electronically signed and is valid without handwritten signature