



ACAVe ETHICAL CODE

THIS ETHICAL CODE, BINDING FOR ALL THE MEMBERS OF THE "ASOCIACIÓN CATALANA DE AGENCIAS DE VIAJES ESPECIALIZADAS (ACAVe)", HAS BEEN APPROVED BY THE GENERAL ASSEMBLY ON FEBRUARY 18, 2015.

The main aims of this Ethical Code are the following:

- To guarantee that the client receives the best possible service of our members.
- To keep and improve the reputation, the prestige and the good name of the Association and its members.

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1. BEFORE THE BOOKING

THE MEMBERS OF THE ASSOCIATION HAVE TO:

1.1. Provide accurate information

ACAVe's members have to make all the possible efforts to guarantee that it is offered to clients the most accurate information that allow them to be sufficiently informed when they choose the details of their trip.



1.2. Trip's brochures and conditions of the booking

ACAVE's members have to guarantee that their trip's brochures and their booking conditions meet the legal regulations in force.

1.3 Websites

ACAVE's members have to guarantee that their websites and their on line processes of booking meet the legal regulations in force for websites and e-commerce.

1.4 Advertising/publicity

ACAVE's members have to guarantee that advertising, promotions or other publications, by written or by any other manner, do not contain information that may mislead the consumers.

1.5 Logo and Registration Number

ACAVE's members have to show ACAVE's logo and the registration number in the relevant Authorities (GC, CICMA ...) in all the advertising/publicity of trips and in the offices of the travel agency.

1.6 Accessibility

ACAVE's members have to guarantee the provisions in force related to PMR's.

2. DURING THE BOOKING

MEMBERS OF THE ASSOCIATION HAVE TO:

2.1 Process of booking

ACAVE's members have to guarantee that all the processes of booking and documentation related to the same are followed in a satisfactory manner and, when applicable, that this processes work according to the instructions given by the organizer.

2.2 Package travel agreement

ACAVE's members have to guarantee that the retailer travel agent and the organizer subscribe by written with the consumers the corresponding package travel agreement containing all the clauses and requirements established by the legal regulations in force.

2.3 Economic protection

ACAVE's members have to inform clients about the guarantees offered by the retailer travel agent and the organizer, likewise from other suppliers, when they exist.



2.4 Data Protection

ACAVE's members have to meet the legal requirements in force about data protection and to have and apply a policy for the protection of the privacy of their clients that, at the same time, should be at clients' disposal.

2.5 Booking conditions

ACAVE's members have to guarantee that clients are aware of the booking conditions and the particular conditions of the retailer travel agent and organizer and that clients have access to said conditions by written.

2.6 Health Requirements

Before celebrating a package travel agreement, ACAVE's members have to inform clients with nationality of an EU Member State about the health requirements that are compulsory for the trips they should carry out. The members of the Association as well have to advise clients travelling to a foreign country, that they should check the established requirements with their family doctor or specialist in medicine for trips.

2.7 Information about Passport and Visa

Before celebrating a package travel agreement, ACAVE's members have to inform clients with nationality of an EU Member State about the needs of passport, visa and other needs to enter or transit in the country/countries where they are going to travel. In the event that the client has another nationality, they have to provide the contact details of the corresponding Embassy or Consulate.

2.8 Warning of the Foreign Affairs Ministry

Before celebrating a package travel agreement, ACAVE's members have to inform clients about any warning published by the Spanish Foreign Affairs Ministry. The warning can be consulted at: www.exteriores.gob.es

2.9 Insurance - Availability

Before celebrating a package travel agreement, ACAVE's members have to warn clients about the possibility of contracting a coverage of and assistance in travel insurance and/or a cancellation expenses insurance, which satisfy their needs. If clients decide not to contract the insurances, it shall be expressed by written in the package travel agreement.

2.10 Insurance - Adaptation

ACAVE's members have to guarantee that any insurance policy issued by a client is the appropriate for the needs of the same according to the booked type of trip.

2.11 Insurance - Documentation

ACAVE's members have to guarantee that is delivered to clients, without any delay, the insurance policy where it is indicated the date in which the



coverage enters into force, the name, address and reference number of the insurance company, as well as the particular and general conditions of the contracted insurance.

2.12 Sending of Documentation

ACAVE's members have to send to clients the booking confirmation, the tickets and any other documentation related to the booked trip, in a timely manner prior to the date of departure.

3. BETWEEN THE BOOKING AND THE TRIP

MEMBERS OF THE ASSOCIATION HAVE TO:

3.1. Cancellation by the organizer:

If the organizer of the package travel is forced to cancel the trip by cause of a force majeure or by cause of not reaching the minimum number of participants for the trip, it shall have to inform immediately the retailer travel agents and the direct clients and it has to offer to consumers one of the following options

- (i) An alternative trip, if available; or
- (ii) The full reimbursement of the amounts previously paid. The reimbursement should be made in a deadline no longer than 14 days.

3.2. Modification notices

Members have to inform clients immediately when they are aware of any modification in the trip.

3.3 Option of the clients in the event of significant modifications

If the organizer of the package travel is forced to modify in a significant manner a package travel previously confirmed, it shall have to inform immediately the client and it shall have to offer the client one of the following options:

- (i) To accept the modification; or
- (ii) To cancel the trip and to receive the full reimbursement of the monies paid. The reimbursement should be made in a deadline no longer than 14 days, or
- (iii) A similar alternative trip, when possible.

3.4 Compensation as per the cancellation or modification

If the organizer of the package travel cancels it or carry out significant modifications of the same, opting the client in the latter case by the cancellation of the trip, and it makes it without a force majeure cause, the organizer shall have to pay to the clients the compensations described below, and it shall have to meet the requirements contained in sections 3.1., 3.2, y



3.3 above. These compensations shall be of:

- a) The 5% of the package travel price if it takes place more than 15 days and less than 2 months prior to the departure of the trip;
- b) The 10% of the package travel price, if it takes place between 15 and 3 days prior to the departure of the trip; y
- c) The 25% of the package travel price, if it takes place within the 48 hours prior to the departure of the trip.

3.5. Modification of the price

The travel agent shall only be entitled to revise the price, upward or downward, if the revision takes place before the 20 days prior to the departure date and when said revision is not significant, which means, that is not higher than the 15% of the price of the package travel. Likewise, said revision shall only be carried out to adjust the price of the package travel to the following variations:

- a) In the exchange rates applicable to the trip price.
- b) In the price of the transports included in the trip, including the fuel cost.
- c) Dues, taxes or fees chargeable for certain services, such as landing taxes, embarkation and disembarkation fees at ports and airports, and similar included in the price.

The revised price shall be fixed taking as reference the exchange value of the currency of the destination country and the dues, taxes or fees chargeable for certain services applicable at the date of edition of the brochure.

4. DURING THE TRIP

MEMBERS OF THE ASSOCIATION HAVE TO:

4.1 Modifications or cancellations

In the event that a significant modification or cancellation of the package travel takes place after the departure date, it should be ensured to offer an alternative to the clients.

4.2 Modifications in the package travels

In regard with the package travels, when it will not be possible to modify the trip or when the client will not accept the modification per reasonable causes, the organizer shall have to offer to the clients, whenever it would be necessary, an equivalent transportation to the departure place or to another place agreed with the clients.



4.3 Contact numbers

ACAVE's members have to deliver their contact details with the aim that the clients may be able to contact them during their stay. The data shall have to contain the name, address and telephone number of their representative in the zone, or in the event that there is no representative there, the contact details of a travel agency where the clients can call if they are on difficulties or, if there is not a travel agency there, the phone number or any other contact details of the organizer.

4.4 Additional Assistance

When it could be necessary, at subject to their reasonable discretion, offer the quickest possible assistance to the clients that may be in a difficult situation.

5. COMMUNICATIONS

MEMBERS OF THE ASSOCIATION HAVE TO:

5.1 Correspondence with clients

ACAVE's members have to treat the correspondence with clients as quick as possible and, if applicable, within the following deadlines:

- (i) It should be immediately sent a proof of receipt of correspondence by written, assigning a reference number to the claim that has to be used in all the later communication in this regard

And

- (ii) A detailed answer, or answer including a detailed explanation of any delay, shall have to be sent in the maximum deadline of 1 month since the date

of

receipt of the correspondence.

6. MANAGEMENT OF CLAIMS

MEMBERS OF THE ASSOCIATION HAVE TO:

6.1. Claims' resolution

ACAVE's members have to analyze the submitted claim and offer a detailed answer to clients within the deadlines established in section 5.1 above. ACAVE's members shall have as well to treat in the same way the representative formally appointed by the client to manage the claim.



6.2 ACAVe's Mediation

ACAVE's members have to allow that any claim arising from a submitted claim could be treated and solved by means of the mediation of ACAVe, in accordance with the proceedings set forth in Annex I.

7. GENERAL CONDUCT

MEMBERS OF THE ASSOCIATION HAVE TO:

7.1 Meet the legal regulations

ACAVE's members have to meet the legal regulations in force.

7.2 The Knowledge and Application of this Code

ACAVE's members have to guarantee that the travel agents' staff know the provisions of this Ethical Code and apply it in all its provisions.

7.3 False representation of an ACAVe's member

An ACAVe's member do not have to present, directly or indirectly, an entity which is not part of ACAVe as a member of the Association. ACAVe's members do not have to permit or contribute in any manner so that an entity which is not part of ACAVe presents itself as a member of the Association.

7.4 Commercial names

ACAVE's members have to inform ACAVe by written of its commercial name before starting to use it, as well as meet the legal requirements regarding its register. In regard with said section, it is understood as commercial name the name, which is not necessarily the corporate name, under which the member is registered in ACAVe,

7.5 Public Notices

ACAVE's members have to show ACAVe's logo, in a highlighted place in each of their offices open to the public.

7.6 Civil Liability Insurance

ACAVE's members have to ensure to subscribe a civil liability insurance covering the claims submitted by the consumers. ACAVe's members should ensure to send a proof that they have subscribed a civil liability insurance within the 28 days after entering into force this Ethical Code.



8. PERFORMANCE OF THE ETHICAL CODE

MEMBERS OF THE ASSOCIATION HAVE TO:

8.1 Investigate

ACAVE's members have to collaborate in any investigation carried out by ACAVE about any alleged breach of this Ethical Code.

8.2 Statements of breach

If any member alleges the breach of this Code by another member, it shall have to inform ACAVE about the facts, accompanying accurate documentation to attest it, with the aim that the Association may carry out a preliminary investigation.

8.3 Providing information

The member against which it has been submitted the statement of the presumed breach, shall have to provide, at ACAVE's petition, the necessary information and documentation with the specified deadline.

8.4 Established offences and sanctions

In the event that the Board of Directors of ACAVE, after having carried out the corresponding investigation, considers that the member has committed an offence in the terms established in this Ethical Code, it can admonish the member of the association with a coercive sanction as per the committed offences.

To the effects of this Code it shall be considered:

- Really serious offence: the breach of what is established in sections 7.3, 7.6, 8.1, 8.2 and 8.3 above.
- Serious offence: the breach of what is established in sections 2, 3, 4, 5 and 6 above.
- Less serious offences: all the breaches of what is established in this Ethical Code which have not been qualified as really serious or serious offences.

Depending on the classification of the offences the following coercive sanctions are established:

- Really serious offence: fine of 500 euros



- Serious offence: fine of 250 euros
- Less serious offence: warning

The commission of 2 really serious offences or 3 serious offences in a deadline of three following years or the non-payment of the coercive fine it can entail, previous agreement of the Board of Directors, the loss of condition as associate, all the foregoing according to what is established in article 13.6 of the Articles of the Association.

8.5 Appeal

Against the agreement of the Board of Directors declaring the separation of a member, it shall be possible to appeal before the General Assembly, having to be set the appeal within the 15 calendar days after the notification of the agreement and it will be solved in the Ordinary General Meeting that would be convened.