
	<b>GENERAL CONDITIONS</b>			
	GENERAL CONTRACTING CONDITIONS AND SERVICE CHARACTERISTICS			
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### GENERAL CONDITIONS OF ACTIVITIES

- This document is mandatory and will be sent along with the technical sheet of the activity to be carried out.
- The contracting party is deemed to accept these conditions once payment has been made for the reservation, full payment for the activity and/or upon commencement of the contracted activity.

### GENERAL CONTRACTING CONDITIONS

- **ALL** activities require a **MINIMUM GROUP** of participants to qualify for the General Rates and to guarantee that the activity will take place on the desired date. Unless previously agreed, **GROUPS will NOT be EXCLUSIVE**, and other external participants may join the group without prior notice.
- If the client does not meet the established minimum group, we offer these 2 options:
  - Hire a personalized service at a higher cost, guaranteeing the activity on the desired day and time. In this case, the company will confirm the availability of the date and activity to be booked within **72 hours**, and payment must be made to complete the reservation, maintaining the General Conditions of Contract and Cancellation.
  - Comply with previously scheduled dates or try to form a minimum group for the activity on the desired day and time. The activity is not guaranteed until a minimum group is formed.
- If the client wishes to book a specific date for a group **that meets the** established minimum group size, the company will confirm the availability of the date and activity to be booked or the next available dates within a maximum of **72 hours**.
- **The RESERVATION will not materialize, nor will the desired date and activity be secured until at least 25% of the total cost of the activity** has been paid.
- **FULL PAYMENT** for the activity must be made **72 hours** before the start of the contracted activity. If the activity is contracted less than 72 hours before its completion, the full amount must be paid before the activity is carried out.
- **PAYMENTS will** be made by **BANK TRANSFER** to Inguru Abentura – CRG Guía de Barrancos, SLU, in the account number LABORAL KUTXA ES38 30 35 0048 62 0480074360 or through the different payment methods provided on the website ([www.inguruabentura.com](http://www.inguruabentura.com)).
- To confirm payment, it is essential to send proof of the bank transfer made by email.
- On the day of the activity, cash payments are not accepted unless previously agreed with the company's activities coordinator, in which case it will be made at the end of the activity.

### GENERAL CANCELLATION AND/OR CANCELLATION POLICY OR CHANGE OF SERVICE

- **COMMUNICATIONS of CANCELLATION, POSTPONEMENTS and /or CANCELLATIONS** will always be made by **EMAIL**, so that there is a record of communications.
- Cancellations of contracted services, including those made through the website [www.inguruabentura.com](http://www.inguruabentura.com) by clients, requested within 30 calendar days of contracting, will be fully refunded, deducting 10% for cancellation costs. Likewise, gift vouchers purchased through this website will be subject to these cancellation conditions, and will not be refundable after 30 days from their acquisition. Gift vouchers are valid for one year from the date of purchase.
- Cancellations of services contracted through Partners or Marketing Web Platforms will be managed directly through those companies. Refunds will only be made for activities and/or vouchers redeemed within the first 30 days, in which case the amount received by the company will be refunded, excluding commissions applied by third parties, and deducting 10% for management costs.
- Once the **RESERVATION has been formalized**, in the event of **CANCELING** the activity by the clients, the refund will only be made within the first 30 days of the contract, taking into account the following conditions:
  - In the event of **cancellation** of the activity before **72 hours** prior to the activity, the company will refund **100% of** the total amount paid, deducting 10% of the amount as management costs.
  - If the **cancellation** is made between **72 hours and 24 hours** prior to the performance of the contracted activity, 50% of the amount paid will be refunded.
  - In the event of **Cancellation** of the activity within **24 hours** prior to its realization or of **NO SHOW** at the agreed place, date and time, of any of the participants or the entire group, the amount paid by the absent participants or by the entire group **WILL NOT BE REFUNDED**.
  - In the event of a **cancellation**, the company will always advise the client to **POSTPONE** the activity to a new date, provided that this postponement is carried out **BEFORE** the **72 hours** prior to the activity and does not affect the minimum group established for that activity, this postponement will not incur any additional charge.
- **In no case will the amount** of the activity be refunded if it is **SUSPENDED** by the person responsible for organizing the activity, due to meteorological causes that occurred during the activity and were not foreseen in advance, or when it is noticed that the participants have clear symptoms of being under the influence of alcohol or some other type of narcotic or for other justified reasons that the activity technician considers.
- Gift vouchers and/or contracted activities cannot be replaced by an activity other than the one contracted. However, the contracting of the activity is not nominal, and the voucher or activity can be carried out by another person after prior notification to the company.

### SUSPENSION OR POSTPONEMENT DUE TO WEATHER CAUSES

- Since these activities are subject to causes beyond the company's control, such as weather, flooding, etc., we reserve the right to postpone or replace the contracted activity **BEFORE 24 hours** of the start of the activity, with another date or activity of a similar or even higher level, by agreement and consensus with the client.
- In the event that the **weather** or the state of the activity is **unpredictable** in the 24 hours prior to the activity and it is agreed with the client to postpone the final decision until the day of the activity, in the event that the technician decides that it is not possible to carry out the contracted activity and a change is proposed for a similar activity, if the client does not accept said change, the amount of the activity will not be refunded.
- At all times, the **company** (technician and/or activity coordinator) will be **responsible for deciding** whether the **activity** is carried out or not, due to the **weather conditions** of the day. And if the **client** decides **not to carry out** the activity because he or she thinks the **weather conditions** are not the most appropriate, the amount of the activity will not be refunded.

### CONDITIONS AND OBLIGATIONS DURING THE CONTRACTING OF THE SERVICE

- The client is obliged to inform the group of the physical and technical level of all the participants who will be attending the activity with him/her, in order to tailor the activity to the general capabilities of the group.
- Under no circumstances may participants lie or exaggerate about their physical and/or technical level in order to qualify for higher levels.
- The client of the service is obliged to inform the company of any possible illnesses, injuries, medications to be carried, limitations or physical or psychological deficiencies of all the participating persons who will accompany him.
- When contracting a service for a group of minors, the contractor will be responsible for said minors.
- All participating minors must provide proof of parental permission signed by their mother, father, guardian or responsible adult.
- The client is obliged to inform the other participants who are going to carry out the activity of all technical aspects of the activity, as well as the conditions described here, before the start of the activity, with the client and the participants signing the Activity Contract.
- Even though a client has contracted an activity with the minimum group necessary to carry out the activity, the activity may not be carried out exclusively with said group, so the company may add more external participants to the group without prior notice.
- In the event that the client wishes their activity to be exclusive, this must be agreed upon at the time of contracting and an increase in the final total price of the activity may be requested, which will be defined at the time and may vary depending on the specified circumstances of the group, date, activity, number of participants, number of technicians and other specific details.

#### CONDITIONS AND OBLIGATIONS BEFORE AND DURING THE DEVELOPMENT OF THE ACTIVITY

- For the safety of the group, if the responsible technical person notices that any participant is under the influence of alcohol or drugs that limit their physical or mental faculties, he or she will have the power to cancel the activity or expel them from it without further justification or reasoning.
- Likewise, if the Activity Technician notices that the participants do not have the technical or physical level necessary to correctly carry out the contracted activity, he/she may decide to replace the activity with another more appropriate to their level or even cancel the activity altogether.
- Before starting the activity, participants will be reminded of what the activity to be carried out consists of, placing special emphasis on the risks to which they are exposed during the development of the activity and the safety regulations to be followed during the course of the activity.
- If after these explanations any of the participants decides not to carry out the activity, the cost of the contracted activity will not be paid.
- All participants or, failing that, those responsible for minors, will sign a document acknowledging that they have been explained what the activity they are going to carry out consists of and that they are aware of the risks to which they are exposed when carrying it out.
- Participants must respect the rules and follow the instructions of the technicians at all times, and may be excluded from the activity if they fail to do so.
- All participants will be respectful and polite towards the technicians and the rest of the participants, avoiding confrontations and promoting a civic and friendly attitude throughout the activity.
- Once the specific material has been placed and verified, no one may remove it or modify its fit. If it bothers them, they must inform the guide so that he can check it and adjust it correctly.
- Participants must make good use of the specific materials and equipment provided by the company, returning them in the same condition in which they were provided.
- Unless otherwise informed, it will not be possible to overtake or pass the technicians during the activity, and especially in the difficulties and/or conflict or risk points, maintaining and respecting the guidelines set by the technicians in each area or difficulty to be overcome.
- It is strictly forbidden to lean over the ledges or stay near the reception area for rappelling, jumping, zip lines, or areas exposed to falling rocks or falls at different levels. This way we will avoid unexpected falls and blows, as well as possible impacts from falling objects or rocks.
- No participant may leave the group without consulting the technicians and if any participant observes that someone leaves without notifying the technicians, they must notify these people immediately.
- For greater safety and comfort, certain postures will be recommended when overcoming the different difficulties. It is important to follow the advice of the technicians in order to advance and enjoy the activity with greater comfort, providing confidence and security.
- In the event of an incident, accident or dangerous situation, participants must remain calm and follow the orders of the technicians at all times, without rushing to act alone. In this way, we will avoid major damage and there will be greater control of the situation, increasing the probability that the incident will be resolved more successfully.

#### RISKS AND DANGERS TO WHICH PARTICIPANTS ARE EXPOSED

- It is important to remember that these activities are carried out in places where difficulties or dangers are part of the environment and the activity.
- The role of technicians is to manage risks and difficulties in an efficient, safe, dynamic and, if possible, fun way.
- If the activity is carried out in an appropriate manner, it is unlikely that incidents and/or accidents will occur, although we must also warn that even if everything is done correctly, an incident or accident may occur, since it is not possible to manage the risk of all existing factors.
- All activities carried out in natural areas or outdoors are exposed to external factors that sometimes cannot be fully controlled (thunderstorms, floods, falling rocks or landslides or other physical and/or meteorological phenomena) that may affect the activity in general or the safety of the participants.
- When performing the jumps, both in the Bungee Jumping activity and in Canyoning, the technicians will explain how the jump should be performed, explaining the safety parameters, the correct posture, the method of execution, etc., with the final responsibility for the correct execution of the jump falling on the participant who performs it, since the technicians cannot control the correct execution of the final jump.
- Therefore, we must warn that when hiring our services, the participants, as well as the technicians in charge of managing the risk of the activity, are exposed to any type of accident, and may suffer minor injuries, bruises, sprains, and even minor, serious or very serious bone fractures, each of whom must assume the consequences of said injury and the recovery time thereof.
- It is not usual, but occasionally, during the course of the activities, thefts have occurred both in the vehicles of the participants and in those of the technicians. To prevent further consequences, we recommend attending the activity with "just the bare minimum" and without valuables.
- If you have such objects, it is recommended to store them in the trunk of the vehicle, avoiding leaving any valuables in sight.
- The company is not responsible for theft and its consequences, as there is no insurance covering damages and stolen items.

#### ENVIRONMENTAL CRITERIA TO FOLLOW AND RESPECT

Most of our activities take place in natural areas, many of which are protected, so we must respect certain rules:

- At no time will we leave the marked paths or the transit areas marked by the guide.
- No invasion of virgin or grassland areas will be allowed. This will be strictly respected in caves and riverbeds.

- As a general rule, on narrow trails or uneven areas, we will walk in single file, avoiding doing so in parallel or in a group.
- If we encounter an animal, we will avoid approaching, disturbing or touching it.
- It is strictly forbidden to paint graffiti or throw stones or sticks in the areas where the activities are taking place.
- Any garbage or waste generated will be collected and placed in the waste bag.

#### CIVIL LIABILITY INSURANCE AND HEALTH CARE

Inguru Abentura has contracted for all its activities a Civil Liability insurance with the company IBERIAN INSURANCE GROUP with policy number LLO2020000478 and another Health Assistance insurance with the company ZURICH SEGUROS with policy number 00000125569228.

In the event of any mishap in our activities, the affected person may request the coverage offered by both insurances as long as the following conditions are met:

- In the event of an accident or incident, the affected participant must immediately notify the activity technicians so that they can assess the incident on site and determine its magnitude and take appropriate decisions or measures.
- The company will only accept notifications made during the course of or at the end of the activity, rejecting notifications made subsequently.
- To ensure maximum coverage of the assistance insurance, the company will inform the client which associated medical center they should go to.
- If the client wishes to go to a medical centre other than those listed, the insurance coverage will be considerably reduced and it is even very likely that the client will have to pay the costs of the medical care offered in advance, perhaps not being reimbursed later by the company's insurance company.
- In the event of travel due to physical disability on public services to attend medical appointments or rehabilitation sessions, the affected person must pay the amounts for the services used in advance and request the tickets and/or invoices for each trip or service. Once medical clearance has been received, all invoices must be submitted to the insurance company and it will proceed to reimburse the total amount of the expenses incurred.

#### COMPLAINT FORMS ARE AVAILABLE TO CUSTOMERS.

To request the claim forms, the client will have to go to our headquarters, located at Calle Zeharkale 8 – 8º izq Ermua (Bizkaia).

By previously contacting the Customer Service telephone number: 635 748 948 - Hours: Monday to Friday from 10:00 to 18:00 - Saturdays: From 10:00 to 14:00.

#### COMPANY REGISTRATION DATA:

Inguru Abentura – CRG Guía de Barrancos, SL - NIF: B-95.961.769 – Zeharkale 8 – 8º left – Ermua 48.260 (Bizkaia) - Commercial Registry of Bizkaia, Volume 5863, Folio 100, Sheet BI-73.607

Registry of Tourism Companies and Activities of the Basque Country (REATE) with the following identification number: NBI00009.

Navarra Tourism Registry: UETA0049.

General Registry of Tourism Companies of Cantabria: G-102465.

Company registered in the Registry of Tourism Companies of Aragon: Exp. 2022/124.

