

Luxury Tourist Trains

This document establishes the terms and conditions for contracting first and foremost tourist trips on the **Renfe Viajeros** Tourist Trains in the national territory.

Services offered

RENFE VIAJEROS SOCIEDAD MERCANTIL ESTATAL, S.A. ("RENFE Viajeros") will provide CUSTOMERS with a catalogue of tourist products according to the type and route of its Tourist Trains throughout the year.

You as the CUSTOMER may request the contracting of those tourist products available at any given moment, using either of these 2 methods:

- Regular trip: the route of the train journey and the other services offered will be provided within the framework of the regular service season of the Tourist Train chosen.
- Charter trip: these services will be provided either outside the regular service season of the selected Tourist Train or during the regular season by contracting the exclusive use of the train or by offering a different type of services or route.

Contracting process

1. Information and Bookings

- CUSTOMERS may request information about the tourist products and the booking method by contacting Renfe Viajeros:
 - By telephone: (+34) 912 555 912
 - By email: trenesturisticosdelujo@renfe.es
 - By post: Renfe Viajeros. Trenes Turisticos. Avenida Ciudad de Barcelona, 8. 28007 Madrid
 - Through the website www.renfe.com/trenesturisticos
 - Online through the above website, in the authorised agencies section, with access code
- In the case of a Regular trip sold to a private individual, after the written booking request has been received using any of the aforementioned official channels, the end customer will receive a "BOOKING CONFIRMATION" directly from Renfe Viajeros or through the selected sales channel as soon as possible.
- In the case of a Charter trip request, Renfe Viajeros will not be able to CONFIRM THE BOOKING or RESERVE the dates for that trip until the CUSTOMER provides proof of complying with section II.2.b) below.

2. Payments

Depending on the Trip type selected (Regular or Charter), CUSTOMERS must pay:

- For Regular trips:
 - As "booking guarantee and registration fee", once the "BOOKING CONFIRMATION" has been received, 40% of the total amount of the cost of the booked tourist product, within FOUR (4) calendar days if resident in Spain or within SEVEN (7) calendar days if residing abroad.

O The remaining 60% of the full amount, at least, fifteen (15) days before the date of starting the trip.

- For Charter trips:

O As “booking guarantee and registration fee”, 40% of the total amount of the quoted fixed costs for the trip, within FOUR (4) calendar days if resident in Spain or within SEVEN (7) calendar days if residing abroad.

O 20% of the fixed costs, THREE (3) months prior to starting the trip.

O The remaining 40% of the full amount of the fixed costs plus 100% settlement of the variable costs at least THIRTY (30) days prior to the date for starting the trip.

Failure to pay the amounts set out above by the established deadlines will be deemed to be breach of contract by the CUSTOMER. Therefore, Renfe Viajeros will be entitled to cancel the contracted trip and seek compensation based on the cancellation penalties envisaged in Section V of this document.

3. Prices

The prices of each tourist product, depending on its travel options, stated in Euros, include everything expressly indicated on the website, in the catalogues and any media or communications issued for that purpose by Renfe Viajeros

4. Terms of Payment

The CUSTOMER shall pay the amounts due, in Euros, using any of the telematic means expressly authorised by Renfe Viajeros or by bank transfer to the bank account that Renfe Viajeros provides to the CUSTOMER in writing. In the case of a bank transfer, the CUSTOMER must provide at least the following information:

- Bank
- Postal address of the Bank
- Transfer to Renfe Viajeros – Tourist Trains
- Booking number / train
- Concept
- Bank account number:
- I.B.A.N.:
- SWIFT:

Once the transfer has been made, you as the CUSTOMER should send Renfe Viajeros by email (trenesturisticosdelujo@renfe.es) a copy of the receipt or proof of the payment made, indicating your tax and ID details and your booking number. Even if proof of payment of the amounts owed has been sent and received, you will be considered to have made the payment when it has been received by Renfe Viajeros in the relevant bank account.

In the case of payment by telematic means, Renfe Viajeros will not consider the payment has been made until Renfe Viajeros has checked it has been duly made.

Cancellation by the Customer

CUSTOMERS may withdraw, at any time, from the services requested from Renfe Viajeros, by notifying in writing their withdrawal from the contracted trip. They shall be entitled to any amounts handed over being returned, except for 15% of the total amount as the "booking guarantee/registration fee" (Sections II.2.a and II.2.b) which must be paid to Renfe Viajeros as compensation.

Any change made by you as a Customer that modifies the identity of the passengers occupying the booked seats, the departure dates or the selected trip will require the booking made to be cancelled and a new booking to be made.

The percentage to be applied, and always to the current RRP, to establish the amounts to be paid as compensation, will increase the nearer the cancellation date is to the departure date as follows:

- Cancellation prior to 31 days: 15%
- Cancellation between 30 and 15 days: 25%
- Cancellation between 14 and 5 days: 50%
- Cancellation between 4 and 1 days: 80%
- Cancellation under 24 hours or not turning up on departure day: 100%
- When you as a CUSTOMER cancel a trip where amounts have already paid as "booking guarantee/ registration fee", Renfe Viajeros will be authorised to discount the compensation established in Section 4.1. prior to returning the amounts.
- Payment of the rebate, as applicable, will be by bank transfer to the account provided by the CUSTOMER.
- If you as the CUSTOMER have not expressly communicated your withdrawal and have not paid the set amounts on time, Renfe Viajeros shall be entitled to apply and claim from you the compensation amounts according to the percentages established in Section 4.1., which shall be paid within THIRTY (30) days the date of being so notified by Renfe for the appropriate action to be taken.

Alterations

1. Prior to departure

If Renfe Viajeros is required to modify any essential aspect of the contracted Trip, it shall immediately so notify the CUSTOMER.

You as the CUSTOMER, after receiving the communication by any of the means in Section II.1.1., shall be empowered to terminate the contract and all the amounts paid on account, or accept the modification which will then become the binding contractual terms and conditions between the parties.

To this end, modification of essential elements is not considered: changing one tour for another of similar characteristics; altering the times or the chronological order of the tours; change of location of places for lunch or overnight stays within the trip itinerary, the means of transport being replaced along a specific section of the route, and changing shows and performances.

If for organisational or technical reasons, Renfe Viajeros was forced to suspend the trip, it will be required to offer the passenger a new date or to return the amount.

2. After the start of the trip

The routes may be subject to amendments, for circumstances beyond the control of the Organiser or to different problems that may emerge in abnormal functioning in the management of the capacity of the network on which the Tourist Trains are running. In those cases, the Organiser will adopt the appropriate solutions for the package trip to continue, without any supplement to the price for the customer, and duly notify them to the latter. Should you as the CUSTOMER continue the trip with the solutions provided by the Organisation, you will be deemed to have tacitly accepted those proposals.

Liabilities

Renfe Viajeros shall be liable to you as the CUSTOMER in accordance with the obligations of the former regarding its management of the trip, with the correct compliance of the obligations arising from the contract, regardless of whether those obligations are to be executed by Renfe Viajeros or other service providers and without prejudice to the right of Renfe Viajeros to take action against those service providers.

The liability of Renfe Viajeros shall cease, as the result of the non-execution or defective execution of the contract, in any of the following circumstances:

- The defects are attributable to you as the CUSTOMER
- They are attributable to a third party, beyond the supply of the provisions envisaged herein and when the circumstances are unforeseeable or insurmountable.
- They are due to force majeure
- The damages are due to an event that Renfe Viajeros, despite having exercised all the due diligence, could not have foreseen or overcome.

The compensation for the damages, where applicable, for failure or improper performance of the services, shall be limited to what is envisaged in current national legislation.

Renfe Viajeros shall not be liable to third parties, due to you as the CUSTOMER failing to comply with your obligations, except when expressly indicated in the regulation applicable to the case.

Language, Total and complete agreement, Applicable legislation and Jurisdiction

The version in Spanish shall prevail in the case of any dispute relating to the wording of the documents linked to the contracting of the Tourist Train services and arising from the translation of those documents into another language.

These terms and conditions, along with the catalogues, budgets and other material generated for the CUSTOMER to contact the Tourist train products are the binding total and complete agreement between the parties.

The contracting of the tourist products shall be governed by the terms and conditions established herein and, subsidiarily (and when not envisaged or contradicting the above) by the specific provisions contained in the catalogues, quotes and other material generated between the parties to contract the trips. Unless expressly agreed, Spanish legislation shall be applicable.

Any concerns or differences arising from the application or interpretation of the contracting terms and conditions shall be settled as mutually agreed by the Parties.

Should that agreement not be reached during the dispute negotiations, both parties hereby agree to submit it to the competent Courts and Tribunals of the City of Madrid and expressly waive any other jurisdiction to which they may be entitled.

Data Privacy Policy

Data controller of you as the CUSTOMER's personal data

RENFE Viajeros Sociedad Mercantil Estatal S.A. ("RENFE Viajeros"), whose corporate address is at Avenida de Pío XII nº 110 CP 28036 Madrid.

Contact details of the RENFE Group Data Protection Officer

You as the CUSTOMER may contact the RENFE Group Data Protection Officer at the following email address: dpd@renfe.es

Data processed by RENFE Viajeros

The following personal data will be processed as the result of the contractual relationship between you as the CUSTOMER and Renfe Viajeros:

- Identification data and contact details (including electronic and/or postal addresses).
- Socio-demographic data (such as age, family situation and/or residencies).

You as the CUSTOMER has to keep your data up-to-date to guarantee that the data processed are always accurate. You shall notify any change so that RENFE Viajeros is aware of the former's current situation.

Purpose of the processing of the personal data by Renfe Viajeros

1. To manage the purchase and contracting of the Tourist Train products offered by RENFE Viajeros.
2. To pass on you as the CUSTOMER's data to companies of the RENFE Group, partner and/or investee companies of RENFE Viajeros in order to send out commercial information.
3. To send out commercial communications from Renfe Viajeros and from its partner companies.

Given the aforementioned purposes, you as the CUSTOMER's data shall be kept for the legally-required periods for the processing performed or, as applicable, until you request your data be deleted or object to that processing.

Legal grounds for the processing of you as the CUSTOMER's personal data

- In order to manage the contractual relationship established between you and RENFE Viajeros.
- In order to carry out the aforementioned purposes for which your consent has been sought.

Obtaining you as the CUSTOMER's personal data

The CUSTOMER's personal data processed by RENFE Viajeros shall be obtained directly from the CUSTOMER.

Recipients of the CUSTOMER's data

1. Companies of the RENFE Group for the following purposes:
 - o For commercial actions regarding RENFE Viajeros services and products.
 - o To comply with legal obligations.
2. Partner and/or investee companies of RENFE Viajeros, for the following reasons:
 - o For general and customised product and service commercial actions.
 - o To contract products and/or services for those entities.

3. Furthermore, Renfe Viajeros works with certain third-party service providers that have access to the personal data of the CUSTOMER and that process that data on behalf of Renfe Viajeros as the result of their service provisions.

Rights of you as the CUSTOMER

You as the CUSTOMER may exercise your rights to access, rectify, delete, object to and limit the processing and data portability by contacting the RENFE Viajeros Legal Department by email at derechos.viajeros@renfe.es or by post to RENFE Viajeros Sociedad Mercantil Estatal S.A. Avenida Ciudad de Barcelona, 8-1ª Planta – 28007 Madrid.

You must provide a copy of your DNI or the official document accrediting your ID.

Should you as the CUSTOMER believe that Renfe Viajeros has not processed your legal data in accordance with the legislation, you can contact the Data Protection Delegate at dpd@renfe.es.

Nonetheless, you may submit a claim to the Spanish Data Protection Agency (www.agpd.es).

You as the CUSTOMER may easily change or stop our use of your data, along with revoking your consent, by writing to derechos.viajeros@renfe.es.