

nTERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

For the purposes of these General Terms and Conditions:

TRAVEL OFFER – The description of the combined trip that includes all the tourist services offered by the **ORGANIZER**. The **TRAVEL OFFER** can be modified or altered according to the preferences of the **CLIENT** or the availability of the services offered.

CONFIRMATION OF THE TRIP – The description of the combined trip that includes all the tourist services contracted by the **CLIENT**. **TRIP CONFIRMATION** is the binding agreement that binds the **ORGANIZER** and the **CLIENT**. The information contained in the **CONFIRMATION OF THE TRIP** is binding for the **ORGANIZER**, unless one of the following circumstances occurs:

(a) that the changes in said information have been clearly communicated in writing to the consumer before the conclusion of the contract and such possibility has been expressly mentioned in the proposal and

(b) that modifications take place subsequently, after a written agreement between the contracting parties.

ORGANIZER – The organization of these trips has been carried out by WORLDTRIP MALDIVES, with address at M. Diamond Valley, Majeedhee Magu, Male', Republic of Maldives. The telephone numbers and addresses of the WORLDTRIP MALDIVES office will be detailed in the travel documentation.

CLIENT – The person or entity requesting the services of the **ORGANIZER** who may or may not be the beneficiary of these. In the case of a trip with several beneficiaries, unless the client expresses the opposite in writing, the natural or legal person that requests the services from the organizer will become the main client, being the figure that assumes the responsibilities and rights derived from the contracting of the trip.

BENEFICIARY – The person who enjoys the services of the **ORGANIZER** independent of whether he is at the same time the **CLIENT** or not.

2. LEGAL FRAMEWORK APPLICABLE TO THE TRAVEL CONTRACT

These General Conditions are subject to the provisions of Maldives Tourism Act Law No. 2/99, approves the revised text of the General Law of Consumers and Users and Law on General Contracting Conditions and other current provisions.

3. APPLICABLE CONTRACTUAL FRAMEWORK

These General Conditions, made available to you at <https://worldtripmaldives/general-terms-and-conditions/>, will be incorporated into all the travel confirmations made by

the **ORGANIZER** for the **CLIENT**, forming part of it and obliging both parties.

4. TRIP CONTRACTING PROCESS

After receiving and evaluating the **TRAVEL OFFER**, the **CLIENT** may choose to request **CONFIRMATION OF THE TRIP**, request the changes he deems appropriate or reject it. The request for **CONFIRMATION OF THE TRIP** on a **TRIP OFFER** together with settling the payment on account will be considered the **CONTRACTING OF THE TRIP**, with all the rights and obligations that this implies.

After the payment of the amount established in the **CONFIRMATION OF THE TRIP**, the **ORGANIZER** will take the necessary steps to obtain from each provider the confirmation of the contracted services. The trip will not be confirmed until the **ORGANIZER** explicitly informs the **CLIENT**.

The **ORGANIZER** will only proceed to purchase the services when the **CLIENT's** payment obligations have been satisfied. The possible price increases or cancellations caused in the event that the **CLIENT** has not paid or sent the necessary data for the reservation, must be assumed by the **CLIENT**.

5. TRIP MODIFICATION AFTER TRIP CONFIRMATION

These General Conditions, made available to you at <https://worldtripmaldives/general-terms-and-conditions/>, will be incorporated into all the travel confirmations made by the **ORGANIZER** for the **CLIENT**, forming part of it and obliging both parties.

5.1. BY THE ORGANIZER

In case any of the contracted services cannot be confirmed due to lack of availability, another service of similar characteristics will be offered, whenever possible. In case there are no similar alternatives and the **ORGANIZER** offers alternatives with the new price, the **CLIENT** may accept or reject the new **TRAVEL OFFER**. The **CLIENT** must communicate the decision made to the **ORGANIZER** within one to three (1-3 days) days (depending on the date of arrival – which will be informed by the reservations team/agent) of the day on which the modification is notified. In the event that the **CLIENT** does not notify his decision in the indicated terms, it will be understood that he opts for the acceptance of the alternative. In the event that the **CLIENT** rejects the proposed change, the **ORGANIZER** will refund the amounts deposited to the date. Due to maintenance conditions, weather conditions and operational changes, the details regarding descriptions of the types of meal plan, amenities and services offered may be altered at the will of the provider (resort, carrier, etc.) without prior notice. The **ORGANIZER** will not be responsible for these changes, if they do not imply non-compliance with the trip or its severe alteration.

In the specific case of overbooking by carriers or resorts, it will be the provider (airline, resort, etc.) that will be obliged to provide a service to the **CLIENT** with similar or better characteristics. The **ORGANIZER** will watch at all times for the fulfilment of the supplier's obligations and will look for suitable alternatives in each case.

5.2. BY THE CUSTOMER

If at any time prior to the departure date, the **CLIENT** wishes to request changes to the **TRAVEL OFFER** regarding the destination, the room type, the means of transport, the duration, the dates, the itinerary of the contracted trip or any other detail of the reservation and the **ORGANIZER** can carry them out, the **ORGANIZER** can demand the payment of the justified additional expenses that said modification would have caused. In the event that the **CLIENT** disagrees with the new price, the **CLIENT** may choose not to make changes or cancel the trip. In the event of cancellation, the corresponding management or reservations team, cancellation and penalty expenses conditions would apply.

Likewise, the **CLIENT** may transfer his reservation in the combined trip to a third **BENEFICIARY**, provided that the latter meets all the conditions required for the aforementioned trip, and must notify the **ORGANIZER** in writing at least 30 days before the start date of the trip, unless the parties agree to a shorter period in the particular conditions, being able, where appropriate, to transfer the costs derived from said assignment.

Both the **CLIENT** who transfers his reservation on the trip and the **BENEFICIARY** will respond jointly and severally to the **ORGANIZER** for the payment of the price of the trip as well as the justified additional expenses that such assignment may have caused.

6. CANCELLATION OF THE TRIP BEFORE DEPARTURE

6.1. BY THE ORGANIZER

In the event that the **ORGANIZER** cancels the combined trip before the agreed departure date, for any reason not attributable to the **CLIENT**, the **CLIENT** will be entitled, from the moment the contract is terminated, to the refund of all the amounts paid or to the realization of another combined trip of equivalent or superior quality, provided that the **ORGANIZER** can propose it. In the event that the trip offered is of inferior quality, the **ORGANIZER** must reimburse the **CLIENT**, where appropriate, based on the amounts already paid, the difference in price, according to the contract.

6.2. BY THE CUSTOMER

At any time the **CLIENT** can cancel the services requested or contracted, having the right to a refund of the amounts that he would have paid, but must indemnify the **ORGANIZER** for the concepts indicated below, unless the resolution takes place due to Force Majeure:

6.2.1. PROCESSING CHARGES

PROCESSING CHARGES, which amount to 350 Dollars per **CLIENT**. These charges are the minimum that could be applied in a cancellation and correspond to the processing of the trip, that is, to the booking process, confirmations, preparation of the travel documentation, arrangements with the providers and participants in the trip (resorts, airlines, insurers, etc.) and administrative costs resulting from the processing of the trip.

6.2.2. CANCELLATION COSTS

CANCELLATION COSTS, if any. In each **TRAVEL OFFER** and therefore, **CONFIRMATION OF THE TRIP**, the special economic conditions of contracting will be specified, resulting from the cancellation policy of the suppliers (resorts, airlines, etc.), since the rates used in the preparation of the Trip are nominal and non-refundable.

6.2.3. INSURANCE PROCESSING EXPENSES

INSURANCE PROCESSING EXPENSES, if cancellation insurance has been contracted with the **ORGANIZER** and the **CLIENT** wishes the **ORGANIZER** to process his file.

The **CLIENT** has the power to request the **ORGANIZER** to intervene on his behalf in the face of a cancellation claim against the insurance. In the event that the **CLIENT** declines the power to claim before the insurance by himself and prefers that it is the **ORGANIZER** who makes the claim on his behalf and receives the return on his behalf, subsequently paying the amount due to the **CLIENT**, the **ORGANIZER** will reserve the right to be able to impute an amount of 350 Dollars per trip canceled as expenses, personnel hours and the means used to be able to process that claim on behalf of the **CLIENT** and to carry out the appropriate follow-up of the file.

The **CLIENT** must authorize the **ORGANIZER** to compile, manage and send to the insurance the necessary data for the management, as well as provide any other data or information requested by the insurance company. The fact of delivering the documentation will be proof that the **CLIENT** is authorizing the **ORGANIZER** to process said reports against the insurance.

Tickets issued with promotional air fares do not admit refunds.

In case of No Show, the **CLIENT** will not be entitled to any refund of the amount disbursed, paying, where appropriate, the pending amounts, unless otherwise agreed between the parties.

The resolution takes effect from the moment in which the **CLIENT's** will to resolve reaches the **ORGANIZER**, and must be communicated in writing. Once the resolution is known, the **ORGANIZER** will return to the **CLIENT** the amounts that he would have paid, minus the processing charges and, where appropriate, the cancellation costs and insurance processing expenses.

7. DELIMITATION OF THE SERVICES OF THE COMBINED TRIP

7.1. GENERAL SCOPE

The services that make up the combined travel contract result from the information provided to the **CLIENT** in the **CONFIRMATION OF THE TRIP**.

7.2. TRANSPORTATION

7.2.1 TRANSPORTATION BY PLANE

For air travel, the presentation at the airport will be made with a minimum of three hours in advance of the official departure time, and in any case, the specific recommendations indicated in the travel documentation provided will be strictly followed. It is recommended that the **CLIENT** reconfirm forty-eight hours in advance the flight departure times.

The expiration date of the passport must be at least 6 months after arrival at the destination, an essential requirement to travel.

If the **BENEFICIARY** is unable to make the trip because he has not presented himself with the required advance notice or because he does not have valid travel documentation, the No Show conditions will apply.

Reservations will be made with the data indicated by the **CLIENT**. Airlines reserve the right to deny boarding to a traveler whose reservation name does not match the name on the passport.

Once the reservation is made, an error in the name or an incomplete name, causes a new reservation with the possibility of not getting seats on the same flights or that the initial price varies.

The loss or damage that occurs in relation to hand luggage or other objects that the **CLIENT** carries with him and keeps in his custody are at his sole risk and expense.

7.2.2 TRANSPORTATION BY SEAPLANE OR DOMESTIC FLIGHT

Seaplane transfers only operate during daylight hours (06:00Hrs to 13:30Hrs). The latest international flight arrival at Male' airport for a guaranteed seaplane transfer is before 15:00Hrs. The earliest guaranteed international departure is at 09:15Hrs. All passengers will be allowed 20kgs of free checked-in baggage and 5kgs of hand luggage. Excess baggage fees may be charged by the operator at check-in counter.

Transfers are shared among other international arrivals and departures, unless the **CLIENT** wishes to book a private transfer to the resort. Transfers are not operated by WORLDTRIP MALDIVES S.L. and we do not accept any responsibility for errors or delays. To ensure the most efficient transfers, please provide the details of the international arrival and departure flight at least 7 days prior to arrival.

7.3. ACCOMMODATIONS

7.3.1 GENERAL

The accommodation service will imply that the room is available on the corresponding night, regardless of the fact that, due to the circumstances of the trip, the time of entry into the room occurs later than initially planned.

As a general rule, the standard check-in time is at 2:00 p.m. and the check-out time is at 12:00 p.m., although each particular resort may set different times than those listed.

The specific check-in and check-out hours are detailed in the **TRIP CONFIRMATION**. If the **CLIENT's** arrival or departure plans do not comply with the standard check-in and check-out hours, from WORLDTRIP MALDIVES S.L. we will do our best to ensure that the villa is ready for your early arrival and / or that you can stay later in your villa. However, this will depend on the availability of the room.

Triple occupancy rooms are generally double rooms with one or two extra beds and do not have three single beds. The extra bed is usually an adapted sofa or a folding bed.

Animals and pets are not allowed in Maldives resorts.

7.3.2 SUPPLEMENTARY SERVICES

When the **CLIENT** requests supplementary services that cannot be definitively confirmed by the **ORGANIZER**, the **CLIENT** may choose to definitively desist from the requested supplementary service or keep his request pending that such services may finally be provided.

In the event that the parties have agreed to the prior payment of the price of the supplementary services that ultimately cannot be provided, the amount paid will be reimbursed by the **ORGANIZER** immediately upon cancellation of the service by the **CLIENT** or upon return from the trip.

7.4. MEAL PLANS

The half-board meal plan, unless otherwise indicated, includes continental breakfast and dinner. As a general rule, and unless expressly stated otherwise, such meals do not include beverages. Special diets (vegetarian or special diets) are only guaranteed if they have been previously informed to the **ORGANIZER**. If due to delay or absence, whatever it may be, any meals corresponding to the contracted meal plan are missed, there will be no right to any refund.

7.5. SPECIAL CONDITIONS FOR TRAVELING WITH CHILDREN

Given the diversity of the conditions applicable to children, depending on their age, the service provider and the date of the trip, it is recommended to always consult the scope of the special conditions that exist and that at any time will be the subject of specific and detailed information and it will be collected in the documentation of the trip that is delivered. It is the absolute responsibility of the **CLIENT** to duly inform about the exact age of the children accompanying the adults on the trip.

The special economic conditions applied to children's stays will be applicable as long as the child shares the room with two adults.

If children under 12 are accommodated in room categories with a private pool or located over the water, parents / guardians must assume full responsibility and might be asked to sign a disclaimer form on arrival.

8. ECONOMIC CONDITIONS

8.1. THE TRAVEL PRICE

The price of the trip includes:

- Transport, whenever this service is included in the **CONFIRMATION OF THE TRIP**, with the type of transport, characteristics and category that appears in it.
- The accommodation, whenever this service is included in the **CONFIRMATION OF THE TRIP**, in the establishment and with the meal plan that appears in it.
- Healthcare and cancellation insurance, if it has been contracted by the **CLIENT** with the **ORGANIZER**.
- All the taxes – eg. Green Tax, Service Charge (10%) and T-GST (16%), applicable in the Maldives
- Processing Charges
- All other services that are specified in the **TRIP CONFIRMATION**, the travel contract between the parties

8.2. EXCLUSIONS

The price of the trip does not include anything that is not expressly included in the travel contract (**CONFIRMATION OF THE TRIP**).

Any excursions or optional supplements that have not been contracted, do not form part of the travel contract. Its publication in the **TRAVEL OFFER** is merely informative and the prices are expressed as an estimate. Therefore, when contracting at the destination itself, there may be variations in their costs, which alter the estimated price. Said excursions will be offered to the **CLIENT** with their specific conditions and final

price independently, not guaranteeing until the moment of their hiring the possible realization of the same.

8.3. PRICE REVISION

The price of the trip has been calculated based on the exchange rates, special offers, transportation rates, fuel cost, fees and taxes applicable on the date of the **TRIP OFFER**. The established price may be revised, both upwards and downwards, in the cases in which there has been a change in the price of transport, including the cost of fuel, fees and taxes related to certain contracted services and exchange rates applied to organized travel. Said review may only be made more than 20 days before the date of departure of the trip. The review will not occur in any case in the event that the **CLIENT** has already paid the total price of the trip. The price revision must be notified to the **CLIENT** in writing. The latter may terminate the contract without penalty if the revision would signify a substantial modification of the contract. If the revision is not substantial, the **CLIENT** can accept the new prices or terminate the contract, accruing the expenses included in section 6.2.

A price revision is understood to mean a substantial modification when it implies an increase of more than 8% of the total price of the trip. The **CLIENT** must communicate the decision taken to the **ORGANIZER** within three days following that in which the modification is notified.

8.4. PAYMENT AND REFUND POLICY

Upon acceptance of the **TRIP OFFER** and with the issue of **TRIP CONFIRMATION**, the **CLIENT** must pay the **ORGANIZER** the deposit and the final payment established in their trip documentation, following the payment schedule detailed in the **TRIP CONFIRMATION**.

In any case, the entire trip must be paid before departure.

Air tickets must be paid before the reservation is issued. This date is imposed by the different airlines and will be notified to the **CLIENT** at the time of confirmation of the service.

If the consumer does not make the final payment established in the **CONFIRMATION OF THE TRIP**, the **ORGANIZER** will require him to do so within forty-eight (48) hours. If payment is not made within such period, the **ORGANIZER** may terminate the contract and apply the rules established for cancellation before departure by the **CLIENT**.

Once the trip has been finalised, the voluntary non-use by the consumer of any of the contracted services will not entitle him to any refund.

9. RIGHTS AND OBLIGATIONS OF THE PARTIES AFTER STARTING THE TRIP

9.1. OBLIGATION OF THE CLIENT TO COMMUNICATE ANY BREACH IN THE EXECUTION OF THE CONTRACT AND OF COLLABORATION FOR THE NORMAL DEVELOPMENT OF THE TRIP

In the event of any deficiency or non-compliance in any of the contracted services, the **CLIENT** must immediately inform the provider of the services, the resort or directly the **ORGANIZER**. After receiving the communication, the **ORGANIZER** must act diligently to find the appropriate solutions that allow the continuation of the trip.

The **CLIENT** must abide by the instructions provided by the **ORGANIZER** for the proper execution of the trip, as well as the regulations that are generally applicable to the users of the services included in the combined trip.

In any case, the **CLIENT** is obliged to take adequate and reasonable measures to try to reduce the damages that may arise from the non-execution or poor execution of the contract or to avoid aggravating them.

The damages that derive from not having adopted said measures will be borne by the **CLIENT**.

The serious breach of these duties empowers the **ORGANIZER** to terminate the combined travel contract for reasons attributable to the **CLIENT**, the latter responding for any damages that may have been incurred to the **ORGANIZER**.

9.2. CANCELLATION DURING THE TRIP BY THE CLIENT

The **CLIENT** has the right to cancel the combined travel contract once the trip has started, but he will not be able to claim the return of the amounts delivered and will continue to be obliged to pay the pending payments, if any.

9.3. CONSEQUENCES OF THE NON-PROVISION OF SERVICES BY THE ORGANIZER

In the event that, after the start of the trip, the **ORGANIZER** does not provide, or verifies that it cannot supply, an important part of the services provided for in the contract (those whose lack of performance prevents the normal development of the trip and cause it is not reasonable to expect the **CLIENT** of that type of trip to continue it in those circumstances), will adopt the appropriate solutions for the continuation of the organized trip, without any price supplement for the **CLIENT**, and, where appropriate, will pay the latter the amount of the difference between the benefits provided and those provided. If the **CLIENT** continues the trip with the solutions given by the **ORGANIZER**, it will be considered that he tacitly accepts said proposals.

If the solutions adopted by the **ORGANIZER** are unfeasible or the **CLIENT** does not accept them for reasonable reasons, and as long as the contract includes the return trip, the **ORGANIZER** must provide the latter, without any price supplement, an equivalent means of transport to the one used in the trip to return to the place of departure, or to any other that both have agreed, without prejudice to the compensation that may be applicable.

10. RIGHTS AND OBLIGATIONS OF THE PARTIES AFTER STARTING THE TRIP

WORLDTRIP MALDIVES S.L. will respond to the **CLIENT**, based on the obligations that correspond to him by his respective field of trip management, of the correct fulfillment of the obligations derived from the contract, regardless of whether they must be performed by himself or other service providers, and without prejudice to the right of the **ORGANIZER** to act against said service providers.

Likewise, it will respond for the damages suffered by the **CLIENT** as a consequence of the non-execution or poor execution of the contract. Said responsibility shall cease when any of the following circumstances occurs:

1. That the defects observed in the execution of the contract are attributable to the **CLIENT**.

2. That said defects are attributable to a third party unrelated to the provision of the services provided in the contract and are unpredictable or insurmountable.
3. That the aforementioned defects are due to reasons of force majeure, understanding as such those circumstances unrelated to the person invoking them, abnormal and unpredictable, the consequences of which could not have been avoided, despite having acted with due diligence.
4. That the defects are due to an event that the **ORGANIZER**, despite having put all the necessary diligence, could not foresee or overcome.

However, in the cases of exclusion of liability due to any of the circumstances indicated above, WORLDTRIP MALDIVES S.L. will be obliged to provide the necessary assistance to the **CLIENT** who is in difficulties. There will be no duty to assist when the defects produced during the performance of the contract are exclusively attributable to intentional or negligent conduct of the **CLIENT**. The contractual liability rules of the trip are not applicable to services such as excursions, water sports, diving, or other similar ones, that are not included in the overall price of the trip and that the **CLIENT** contracts on an optional basis on the same occasion or during its course, with third parties. If the **ORGANIZER** intervenes in the contracting of these services, it will respond in accordance with the specific rules of the contract that it makes.

11. LIMITS OF ORGANIZER'S LIABILITY

When the benefits of the combined travel contract are governed by international agreements, compensation for bodily and non-bodily damages resulting from non-compliance or poor execution thereof shall be subject to the limitations established by these.

When the airline cancels a flight or incurs a long delay, the airline will be responsible for providing the necessary assistance and attention to the passengers affected, having to assume the costs of meals, calls, transportation and overnight stays if applicable, pursuant to the provisions of the EEC Regulation 261/2004, which establishes the common rules on compensation and assistance for air passengers in the event of denied boarding and of cancellation or long delay of flights.

In case of flight cancellation, the airline will also be obliged to pay the corresponding compensation to the passenger, as well as to reimburse the price of the plane ticket if the passenger opts for this option. If the cancellation is due to extraordinary circumstances that could not have been avoided even if all reasonable measures had been taken, the air carrier in charge of the flight will not be obliged to pay the compensation, but will be required to provide due assistance and attention to the passengers affected and reimburse them the ticket price if they choose this option.

12. PASSPORTS AND VISAS

The **CLIENT** must obtain the necessary documentation to make the trip, meaning a passport of at least 06 months of validity, sanitary formalities and an international flight out of the country issued.

Minors under the age of 18 traveling without the accompaniment of their parents, must carry a written permission signed by their parents or guardians, in anticipation that it may be requested by any authority.

All damages that may arise from the lack of this documentation will be borne by the **CLIENT** as well as all the expenses produced by the interruption of the trip and its eventual repatriation.

Travelers of all nationalities receive a free tourist visa of up to 30 days on arrival, unless the Government of Maldives decides otherwise.

13. DATA PROTECTION

The **CLIENT** is informed that the personal data provided will be incorporated into a file owned by WORLDTRIP MALDIVES S.L. and processed by its staff members, in order to manage and attend to the **CLIENT's** request, as well as to enable the provision, management and control of the services provided by WORLDTRIP MALDIVES S.L. We inform you that your data will also be processed to send you, by post, phone and / or email, commercial communications and promotional and advertising information of WORLDTRIP MALDIVES S.L.

The user's data may be communicated to those third-party entities (among others, merely by way of example, insurance companies, transport companies, accommodation, restaurants and leisure companies) whose services are part of the combined trip contracted by the **CLIENT**, and to effects of making possible said service and to fulfil this contract. In the event that the **CLIENT** provides data from third parties – **BENEFICIARIES**, the **CLIENT** expressly acknowledges, declares and manifests having informed and obtained the necessary consent thereof, in order to be able to communicate to WORLDTRIP MALDIVES S.L. said data and that they can also be processed for the purposes previously reported. The **CLIENT** can exercise their rights of access, rectification, cancellation and opposition, by request that must be sent in writing, accompanied by a photocopy of their ID, addressed to: Data Protection Department – WORLDTRIP MALDIVES S.L. C / Orense, 62; 28020 in Madrid, Spain.

14. VALIDITY

These General Terms and Conditions will remain in force until they are replaced by new ones.