

Last updated: April 2023

## **Terms and conditions of Opodo, acting in its capacity as an operator**

Joint flight + hotel, train + hotel or any other kind of travel packages services are provided by Vacaciones eDreams, S.L., duly incorporated in Spain and registered in the Trade Registry of Madrid with registered office address is at Calle de Manzanares, nº 4, Planta 1ª, Oficina 108, 28005, Madrid, Spain and with Tax ID Number B-61965778.

Hereinafter referred to as "Opodo" or "the tour operator".

Please take the time to read the following terms and conditions applicable to joint flight + hotel, train + hotel or any other travel package services (hereinafter referred to as the "terms and conditions") before using the services provided by Opodo as part of this travel agreement. Joint flight + hotel, train + hotel or any other kind of travel package services (hereinafter referred to as a "travel package" or a "trip") are subject to the following terms and conditions.

You can contact us by clicking [here](#) or by phone. To find out the telephone number you can access the [chat](#) and type "phone number".

### **Terms and conditions of Opodo, acting in its capacity as an Operator:**

1. Your Opodo booking
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#### **1. YOUR OPODO BOOKING**

All of the tourism-related products and services displayed on the website are subject to limited availability. By displaying a product or service, Opodo does not guarantee it will always be available. Your binding offer to purchase or use goods or services described on the Opodo website shall be referred to as a "booking". This takes place when you click on the "purchase" button or a button with similar wording. Submitting the reservation by pressing the button does not give you a right to a contract. If the service is available, Opodo's acceptance of the offer takes place once the travel package booking number has been sent, along with the booking confirmation (thereby concluding the contract). If you book the trip by telephone, your offer is made over the telephone. In such cases, acceptance still takes place when the booking confirmation is sent. If there are any inconsistencies in the confirmation documents you receive

after making your booking, please inform Opodo immediately. Opodo strongly recommends taking out

insurance for all tourism-related products and services, especially as situations may occur where neither Opodo or the relevant service provider are liable.

Opodo would like draw your attention to the fact that in the case of travel package contracts which have been concluded at a distance, as is the case here, there is no right of withdrawal from the contract within 14 days and without giving any reason.

You are liable for all contractual obligations of any passenger you make a booking for, as if they were your own.

## **2. PRICE AND BOOKING**

All joint flight + hotel, train + hotel, or another option of travel package bookings on [www.opodo.com](http://www.opodo.com) contracted within the EU are subject to these terms and conditions.

### **Price of trip**

Opodo offers trips at competitive prices. Opodo allows you to check availability and provides you with the most up-to-date price of your chosen trip before you make the booking. Local taxes are not included in the price of the trip.

### **Ticket delivery/booking confirmation**

Opodo depends on you to provide accurate information. As a result, we will not be liable if you do not receive your booking confirmation or the documentation needed to travel due to your email filter settings or because you provided incorrect information. You are therefore required to immediately inform us if there are any changes to your email address or telephone number. Please also make sure that the details of your booking confirmation match those on your national ID card/passport. If you do not receive your booking confirmation straight away, please inform us immediately.

To receive your booking confirmation you have a duty to pay for the trip. Payment can be made using any of the payment methods provided on the website. In some cases, (part of) the respective payment may also be made directly to the service providers. If payment is not made by the agreed due dates Opodo has the right to withdraw from the package holiday contract and charge you a cancellation fee in accordance with clause 3.

### **Credit card payments**

Opodo reserves the right to charge you for any additional administrative costs that we, or the service provider, might incur if you pay by credit card. We shall notify you of the applicable costs. If chargeback fees are incurred when payment is made by credit card and you are responsible for this, Opodo reserves the right to pass such costs onto you. Opodo reserves the right to carry out occasional security checks to prevent misuse of your account and credit card fraud. You may therefore be requested to send proof of address and a copy of your credit card or bank statement to Opodo by fax or email before tickets can be issued. If you do not respond to this request on time, Opodo reserves the right to cancel any of the tourism-related products or services you have booked and to pass the resulting costs on to you. If you are paying with someone else's creditcard, you must gain the written consent of the cardholder and submit this. Opodo reserves the right to send tickets, confirmations, vouchers and other travel documents only to the address registered with your bank or credit card company. Reimbursements are made using the same method as the payment and to the same person who previously made the payment.

### **3. TERMINATION BY THE PASSENGER**

If you wish to terminate your **joint flight + hotel, train + hotel or any other kind of travel package booking**, you can do so at any time. You can contact us by clicking [here](#) or by phone. To find out the telephone number you can access the [chat](#) and type "phone number". When informing us of your cancellation, you must cite your booking number. The date and time of the cancellation is determined according to the moment at which Opodo receives notification of the termination. However, it is not possible to make partially terminate the booking, i.e. cancelling specific services only, except as set out at Article 4 below.

If you cancel your booking before the beginning of the trip, We will have the right to a termination fee corresponding to the price of the trip minus the value of the costs we save and what we earn by redeploying the travel services. We can provide justification for the amount of compensation if requested to do so.

Nevertheless, you will have the right to terminate your booking before the start of the trip, without paying any termination fee, if there are unavoidable and exceptional circumstances at the destination or the immediate vicinity that would have a significant adverse effect on the performance of the trip. Circumstances shall be considered to be unavoidable and exceptional if they are outside of our control and their effects could not have been avoided even if all reasonable measures had been taken.”

**WE STRONGLY RECOMMEND THAT YOU TAKE OUT AN INSURANCE POLICY TO COVER YOU IF CIRCUMSTANCES FORCE YOU TO AMEND OR CANCEL YOUR TRIP.**

#### **4. AMENDMENTS/CHANGES TO BOOKINGS**

Opodo has the right to amend essential aspects of the travel services from what was agreed in the travel package contract before the beginning of the trip, if such amendments become necessary after the contract has been concluded, provided such changes are made in good faith, are not significant and do not have an adverse effect on the trip as a whole. You will be notified of such changes as soon as we become aware of them.

If there is a significant amendment to one of the essential aspects of the travel service, you have the right

- either to accept the amendment
- or to terminate the travel package contract free of charge
- or to request an alternative trip (if Opodo has offered you one) within a reasonable period of time specified by Opodo when notifying you of the amendment.

You have the right to choose whether or not to respond to the notification given by Opodo. If you do respond, you can either agree to the amendment, request an alternative trip (if you have been offered one) or terminate the contract free of charge. If you do not respond to Opodo, or do not respond within the specified period of time, you will be assumed to have accepted the amendment.

This does not affect any warranty claims provided the amended services are defective.

You do not have the right to amend the date of travel, the destination, the place of departure, accommodation or mode of transport (to change the booking) after the contract has been concluded.

If, however, a booking is changed at your request, you must bear the additional costs. Such additional costs may vary according to the circumstances in each individual case and depend on the type of change you want to make to the booking. In this context, it may sometimes be necessary to cancel and rebook the travel package.

If you choose not to use any of the services that Opodo was willing and able to provide because of reasons for which you are responsible, you do not have a right to claim partial reimbursement of the price of the trip, provided these reasons would not have given you the statutory right to terminate. Opodo shall endeavour to get, if possible, some reimbursement to the customer by the service provider for any expenses saved. This obligation does not apply if such expenses are completely insignificant.

Notwithstanding the foregoing, we may offer hotels that can be cancelled and we will inform

you of this at the time of booking. In this case, if you decide to cancel your hotel booking, the Flight + Hotel, Train + Hotel or other type of package travel contract will be replaced by a contract for transport services between you and the airline (or railway company) and an intermediary contract between you and Opodo for the booking of these services. This change will be made without any additional handling fee charged to you by Opodo. As a consequence, these Terms and Conditions for a travel package will no longer apply to your booking and only Opodo's General Terms and Conditions will apply to your booking ([https:// www.Opodo.com/terms-and-conditions/](https://www.Opodo.com/terms-and-conditions/)).

## **5. YOUR OBLIGATIONS TO COOPERATE**

### **Duties to Take care**

When using tourism-related products or services, you must not behave in a way that adversely affects others, puts people in danger, or causes them harm. Otherwise, you may face having your contract with a service provider (such as an airline, train company or hotel) or Opodo terminated immediately, without any compensation, and being prevented from using the relevant tourism-related product or service, with immediate effect

### **Travel documents**

You must notify Opodo if you do not receive any necessary travel documents (e.g. confirmation mail, electronic ticket or hotel voucher) in full or on time.

### **Notice of defects/requesting relief**

If there are defects in the way the trip is provided, you may request relief. If Opodo has not been able to provide relief because of a culpable failure to notify us of the defect, you are not entitled to claim a reduction in price. You have a duty to provide notice of the defect without undue delay to the points of contact specified above.

### **Damage or delays to baggage when flying, special rules and time periods for requesting relief**

(a) We would like to draw to your attention the fact that if baggage is lost, damaged or delayed when you are travelling by plane, you must report this to the responsible airline without undue delay, by submitting a "P.I.R." (property irregularity report) to them upon arrival at the airport. Airlines or Opodo, in its capacity as a tour operator, may refuse to provide reimbursement in accordance with international agreements if you do not fill in a P.I.R. In cases of damage, the P.I.R. (Property Irregularity Report) must be submitted within 7 days of being issued. In cases of delay, it must be submitted within 21 days.

(b) In addition, lost, damaged or misdirected baggage must be reported to Opodo with undue delay to the points of contact specified above. This does not relieve the passenger of the need to submit the P.I.R. to the airline within the aforementioned deadlines, in accordance with section (a) above.

### **Compensation and assistance in accordance with EC Regulation 261/2004**

In case of joint Flight + hotel services (or any other kind of travel package which includes a flight), if you board a flight or land in an airport located within the European Union and the airline holds an operating licence issued by an EU Member State, you have the right to make a direct claim against the operating airline, under certain circumstances, if your flight has been cancelled, delayed or you have not been able to board for any other reason. We therefore ask that you contact the operating airline directly.

### **6. LIMITATION OF LIABILITY**

Opodo's contractual liability for damages other than physical injuries that do not result from either intentional or negligent conduct is capped at a figure three times the price of the trip. This limitation does not affect claims made under international agreements or legal provision based on them, which may exceed this amount.

Opodo is not liable for defective performance or any claims, damage, expenses or losses relating to any incident resulting from services that were offered merely as third party services (e.g. any excursions, sporting events, spectacles or exhibitions that were offered) if it was so apparent that they constituted third party services or it was clear that they were not part of the package holiday offered by the tour operator, but were chosen separately.

### **7. PASSPORT, VISA AND HEALTH REQUIREMENTS**

If you are travelling abroad, please note that there may be special requirements for entry into the particular country you are travelling to, in terms of passport, visa and customs and health requirements. We strongly recommend to consult the official websites addressed to visitors of the specific country you are visiting or those of the foreign affairs authorities in your own country.

It is your responsibility to acquire and carry any travel documents required by the relevant authorities, as well as receiving any vaccinations or any other health requirements that may be necessary and complying with customs and foreign currency requirements. If you do not comply with these regulations, you will be subject to the consequences e.g. paying cancellation fees. This is not the case when you have not been informed, not been adequately informed or incorrectly informed by Opodo.

### **8. REQUIREMENTS IN RELATION TO INDIVIDUAL TRAVEL SERVICES**

#### **Flights**

You should check in at least 120 minutes before departure when flying internationally, and 90 minutes before departure when taking a domestic flight. If there are any changes to flight times, Opodo will notify you via email or phone. Please make sure to check your emails accordingly before departing. If this is not possible, you can also take a look at your flight times at [www.checkmytrip.com](http://www.checkmytrip.com).



If you have specific seating preferences, we strongly recommend checking in early. As an operator, Opodo does not have any say when it comes to the allocation of seats. Opodo cannot guarantee that specific seats will be available upon departure. You must bear the costs of any necessary transfers between airports or terminals. When putting together the routes for your trip, we search for particularly low fares. This does not always entail choosing the shortest routes. If the flight is not identified as being a "direct flight", it may be necessary to take a connecting flight. Even on direct flights, it may be necessary to make a stop to refuel, or for passengers to board or disembark the aircraft. You will receive the details of any stopovers when making your booking. Please note that a transit visa may be required when making stopovers or changing planes. The Opodo customer service team will be happy to help.

Flight times are given in 24-hour format. These are estimates and relate to departure times. Flight times may change, depending on certain factors, especially flight plans, the type of aircraft and weather conditions. They merely provide an indication of the actual flight time (excluding time on the ground during stopovers or when changing planes). If there are delays or cancellations with the original airline, Opodo reserves the right to choose another operating airline, if necessary, to ensure the trip you have booked can go ahead.

Unfortunately, due to the various conditions of carriage, we are strictly unable to provide transport to women who are 28 weeks pregnant or more. If you have any further questions, please do not hesitate to get in touch with us or consult your doctor. Young children must be at least 6 weeks old to travel by plane and must either sit on an adult's lap or in a child seat. If you have any questions regarding suitable seating, please get in touch with the airline you are travelling with. Normally, children who are 2 years old or more must be given a seat of their own.

### **Trains**

Make sure that you have the necessary documentation for your trip, you can check the railway provider's website for the required information in each case.

Please remember to print your tickets before going to the rail station and always make sure that you have some extra time before the departure.

For further detailed information, please remember to check the railway provider website and its terms and conditions.

### **Hotels and other accommodation**

Our star rating for hotels and other types of accommodation is based on information gathered from a range of sources and is for information purposes only. Our ratings may not match official local ratings. Please note that the standards of hotels and other types of accommodation with the same rating may vary between countries and even within countries. The standard of 3 star hotel does not need to be the same in every country. Many hotels and other types of accommodation, especially in large towns/cities and bigger resorts also host meetings and conferences. In addition, some destinations may receive an increased number of specific groups

of visitors, such as students or clubs, at certain times of year.

**Check-in for hotels and other types of accommodation is usually from 3 pm onwards, with check-out until 11 am.** If your flight or train is due to arrive after 4 am (local time at your destination) your hotel will still be booked for your arrival date, even if it means you can only check in after 3 pm. If you want to check in early in the morning you arrive, you should book your hotel room for the evening before. To do so, please get in touch with our customer service team. In certain cases, this may be handled differently on-site. If you have specific needs, please get in touch with Opodo customer service. There may be additional charges for extra beds or cots.

Transfers from the airport or station to the hotel are not included in joint flight + hotel bookings unless otherwise stated.

### **People with reduced mobility**

If any of the travellers is a person with reduced mobility (according to Regulation EC 1107/2006), when searching for and/or booking a hotel, remember to filter the search by selecting the option "Disabled access" or check the accessibility conditions of the hotel in the description of the services of that hotel.

## **9. G E N E R A L**

### **TERMS Using the website**

The website is for non-commercial use only. The user must not resell services purchased over this website, transfer them, or otherwise pass them on to third parties in exchange for remuneration. The website may only be used in accordance with legal and contractual provisions, having particular regard to these terms and conditions. In this context, "use in accordance with contractual provisions" refers to reserving and booking trips or other services, as well as any other lawful use of the features installed on the website. The following conditions apply in particular:

- a) You are responsible for taking care to keep your password secret and ensuring that no one does anything unauthorised on the website under your name or using your account.
- b) Users must be at least 18 years old and have full legal capacity.
- c) You must ensure that any information you provide regarding yourself or any person travelling with you is accurate.
- d) The website may not be used for the purpose of speculation, or for making false or fraudulent bookings.
- e) Threats, coercion, defamation and the transmission of pornographic, racist or any material which is otherwise unlawful in any way are strictly prohibited.

The user must not modify, reproduce, copied, sell, publish or reproduce this website or its contents in any way. You may, however, make individual copies for your own private, non-

commercial use. The user undertakes to indemnify Opodo its affiliated companies, partner companies and employees from any third-party claims stemming from the non-contractual use, misuse or any other unlawful use of the website or its content by the user.

**Questions regarding your booking**

If you have any questions regarding your booking prior to using our tourism-related products or services, please get in touch with our customer service team. If you have any queries regarding your booking during your stay, please get in touch with Opodo customer service, quote your booking number and provide any other relevant information within one month of when your use of the tourist product or service is due to end. If further information is required, this must be sent to us in written form. This is required so that we, as well as the service provider, can take a look at your queries and resolve any inconveniences as quickly as possible.

**General information on the website**

All of the general information provided by Opodo on its website are solely for the information purposes of users. "General information" encompasses all data contained on the website except for information relating to travel and other types of services, prices and tax. Please bear in mind that this general information may change at any time. It is therefore advisable to get in touch with the relevant bodies, embassies or tourist information offices to make sure that the information provided is guaranteed to be up to date.

**Blocking access**

Opodo has the right to cancel your right to use the website at any time and block you from accessing the website and/or online services, if there is an important reason for doing so.

**Software**

Opodo and its affiliated or partner companies hold all the proprietary rights to the software

Opodo has available for download on the website. Unauthorised use, reproduction or distribution of such software is strictly prohibited. Use of the software may be subject to a specific licensing agreement and the terms and conditions it sets out. If there is no such licensing agreement, the owner of the software hereby grants the user a personal, non-transferable right of use that applies only to use of the software for the purpose of accessing and displaying the website in accordance with the contractual provisions, as per these terms and conditions. Reproducing the software in any way on any other server or any other data medium for the purpose of making further reproductions is strictly prohibited.

**Links to other websites**

This website may contain hyperlinks to the websites of third-party operators. Opodo has no say in their design and content. It therefore does not accept any liability for the accuracy, exhaustiveness, or quality of the information provided on such websites, or how up-to-date it is. Opodo expressly dissociates itself from all content contained on these external websites. If you have any concerns relating to any of these websites, please direct them to the operator of the site in question.



### **Currency conversion**

Opodo derives the exchange rates used on its website from various sources. It is not possible to update these rates daily. Users are advised to check how up-to-date the exchange rate being offered is when booking a trip or other service.

### **Changes to the website**

Opodo reserves the right to make changes to the website or its content at any time, particularly in relation to the range of operators, its features, information, databases or their contents.

### **Copyright and trademarks**

Opodo holds the copyright and all other proprietary rights relating to the website and its content. All content is the sole property of Opodo and its affiliated companies unless explicitly identified as belonging to a third party. The Opodo name and all Opodo trademarks, logos and images on the website are the protected trademarks of Opodo and its affiliated companies. Other company, product and trade names on the website may be trademarks of their respective owners. The user is not given any rights or licences to use these trademarks.

### **Travel vouchers**

If you use a travel voucher (e-voucher) when making a booking, the specific terms of use regarding vouchers apply. By entering your voucher number, you are confirming that you have read these terms of use and agree to them. Amendments to the terms and conditions

Opodo reserves the right to amend these terms and conditions with prospective effect or update them at any time without being under any obligation to notify the user. The most up-to-date version of the terms and conditions will be available on the website from when they come into effect. By continuing to use the website after the terms and conditions have been amended, you confirm that you agree to the amendments.

### **Dispute resolution**

Opodo declares that it shall not participate in any voluntary consumer dispute resolution process. If consumer dispute resolution becomes obligatory for tour operators after these terms and conditions of travel are published, Opodo shall inform you in a suitable manner. For any travel contracts legally concluded online, Opodo refers you to the European online dispute resolution platform at [http:// ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/).

### **The website, applicable law:**

This website is operated by Vacaciones eDreams, SL, duly incorporated in Spain and registered in the Trade Registry of Madrid with registered office address at Calle de Manzanares, n° 4, Planta 1ª, Oficina 108, 28005, Madrid, Spain and with Tax ID Number B-61965778.

With respect to any matter not specifically regulated in these Terms and Conditions of Opodo for Travel packages, the General Terms and Conditions of the website (<https://www.opodo.com/terms-and-conditions>) shall apply.