

# Europamund vacations



TRAVEL



FAMILY LIFE



RESIDENCE



EDUCATION



THIEVE



CAR



SAVINGS PLANS



CANCER



NATURAL



MEDICAL



**CODE FOR THE  
PROTECTION OF TOURISTS**



SENIORS LIFE

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## 1. PRESENTATION.

We are pleased to present our tourist protection code. An additional element that defines our business psychology, our way of doing tourism and our way of understanding customer service.

What is this code about? As a summary I would say that it is a written commitment to our customers, where we involve all the elements that make up the Europamundo ecosystem, to provide the best quality of services, with the greatest information transparency, and the best will in the solution of the incidents that may arise.

Who are the components that have signed this code of ethics? Each and every one of the members of our organization. Starting with the suppliers: hotels, buses, restaurants, which are committed to providing the services with the required quality and responsibility; passing through travel agents, transmitting all the correct and necessary information to passengers; the tour operators, committing to provide the agencies with the necessary training for the sale of our products, as well as all the updates and requirements demanded and of course, Europamundo at its headquarters, with the commitment anchored in our DNA, to try to do things each day even better, to try to make each client feel cared for, to support our passengers in exceptional circumstances beyond our control, to ensure that our trips go beyond a perfect trip, that it becomes an enriching experience and that it manage to generate feelings in our customers.

Maya Angelou fantastically defined our goal "I've learned that people will forget what you said, people will forget what you did, but people will never forget how you made them feel."; we work so that each of our trips leave a mark on all of our passengers, we work so that our clients never forget the experience lived, we work so that each traveler feels part of this project and above all, we work so that all of our passengers feels like the most important piece of this puzzle, and as such, feel cared for and protected at every moment of their trip.

Always ahead.

This code that we present seeks the commitment in all the links of our chain, all of them must be aware of the need to do the right things and to serve our passengers with the greatest of responsibilities.

## 2. FRAME OF REFERENCE

United Nations General Assembly Resolution 70/186 of December 2015.  
**Guidelines for Consumer Protection.**

### [GUIDELINES FOR CONSUMER PROTECTION](#)

- The General Assembly hosted a preliminary draft **Convention on the Protection of Tourists and the Rights and Obligations of Tourism Service Providers** at its twenty-second session, held in Chengdu, China, in 2017, pursuant to resolution A/RES/686(XXII).

### [THE PROTECTION OF TOURISTS](#)

- **The Report on the Framework Convention on Tourism Ethics** was adopted by the General Assembly at its twenty-third session, held in Azerbaijan in 2019, pursuant to resolution A/RES/722(XXIII).

### [THE REPORT ON THE FRAMEWORK CONVENTION ON TOURISM ETHICS](#)

- **Adoption on Convection Framework on tourism ethics.** Adopted by UNWTO General Assembly Resolution A/RES/722(XXIII).

### [ETHICS CONVENTION](#)

- **Recommendations for assistance to international tourists in emergency situations.** These recommendations have been issued by the UNWTO Secretariat in the framework of Decision CE/DEC/4(CXII), adopted by the Executive Board at its 112th Session in Tbilisi, Georgia, from 15 to 17 September 2020.

### [RECOMMENDATIOIS FOR ASSISTANCE TO INTERNATIONAL TOURISTS IN EMERGENCY SITUATIONS](#)

- **UNWTO International Code for the Protection of Tourists.**

### [INTERNATIONAL CODE FOR THE PROTECTION OF TOURITS](#)

- **Code of Ethics of the World Tourism Organization (UNWTO).**

### [CODE OF ETHICS OF THE WORLD TOURISM ORGANITATION](#)

- **Europamundo's Code of Ethics.**

### [EUROPAMUNDO'S CODE OF ETHICS](#)

- **JTB Group Code of Conduct.**

### [JTB GROUP CODE OF CONDUCT](#)

- **Europamundo's Guide to the Responsible Traveler.**

[EUROPAMUNDO'S GUIDE TO THE RESPONSIBLE TRAVELER](#)

- **UNWTO Practical Tips for a Responsible Traveller.**

[UNWTO PRACTICAL TIPS FOR A RESPONSIBLE TRAVELLER](#)

### **3. PRINCIPLES**

#### **1. RESPECT:**

Europamundo Vacations, hereinafter Europamundo or EMV, assumes the commitment to act at all times in accordance with current legislation, international ethical standards and respect for human rights.

Europamundo's activities are carried out in accordance with the Code of Ethics of the World Tourism Organization, the principles of the United Nations Global Compact, the Universal Declaration of Human Rights, the Declaration of the International Labour Organization and the Unicef Declaration of the Rights of the Child and the United Nations Convention on the Rights of the Child.

People's rights are inviolable, so EMV rejects any action contrary to people's rights, such as physical, psychological or moral harassment, abuse of authority, intimidation or offense.

#### **2. TRANSPARENCY:**

It is the need to guarantee through the different mediums that the touristic services are shown in a clear, understandable, transparent, verifiable, and responsible way, and that the conditions or services are not unfair, deceptive or abusive for the tourist.

#### **3. DATA PROTECTION AND CONFIDENTIALITY:**

It is the need to prohibit any storage or dissemination of fraudulent, false, misleading, or inappropriate data and to ensure legal, fair, and transparent treatment and protection of personal data and the privacy of tourists, in accordance with applicable data protection legislation.

#### **4. EQUALITY AND NON-DISCRIMINATION:**

It is the need to ensure through the different mediums that access is easy and allows tourists to participate on equal terms and without discrimination, taking into account the specific needs of vulnerable tourists, who may be at a disadvantage and encounter difficulties.

#### **5. RESPONSIBILITY:**

It is the need to ensure that Operators or Tourism Service Providers are responsible for the information they store on their platforms.

Europamundo, in the performance of its activity, develops Social Responsibility, not only taking into account the economic benefit, but also the social and environmental.

#### 6. A SAFE ONLINE TOURIST ENVIRONMENT:

It is the need to foster the development of a fair, safe, verifiable, easily accessible, transparent, impartial and non-discriminatory environment, which respects human rights, fundamental freedoms, tourism ethics and protects them against abuses.

#### 4. EMERGENCY SITUATIONS, INEVITABLE AND EXTRAORDINARY.

**"Emergency situations"** means unusual, extraordinary or unforeseeable circumstances, whether natural or man-made, which are beyond the control of the host country and which may result in the need for large-scale assistance. Passengers must not pay any penalty while handling the reimbursement of services. Some examples:

Flood, earthquake, tsunami, landslide, avalanche, hurricane, tornado, fire, volcanic activity and/or any other phenomenon declared as a catastrophe by the appropriate authorities. Must have been caused by nature and not by man. Risk to human health and repatriation assistance.

**"Unavoidable and/or extraordinary circumstances" includes situations** beyond the control of the invoking party, and the consequences of which could not have been avoided, even if all reasonable steps had been taken. They are therefore situations that make it impossible to travel safely to the destination as agreed in the tourist services contract, as well as any other situation described in the relevant international agreements in force in the country. They can entail expenses for passengers. Some examples:

Epidemics; Pandemics; sudden infectious diseases outbreaks, in a large scale and rapid spread to the population. Quarantines derived from any of the causes described. Civil unrest, other serious security problems such as terrorism, wars, significant risks to human health such as the unforeseen outbreak of a serious illness at or in the vicinity of the trip, natural disasters such as floods, earthquakes, or weather conditions, beyond control.

#### 5. RECOMMENDATIONS

##### a. PREVENTION

1. Europamundo has a permanent Crisis Management Committee, a team of professionals in order to facilitate operational measures in emergency situations.
2. Europamundo shall establish specific programs, contingency plans and protocols for emergency situations including coordination mechanisms with its tourism service providers, clients, diplomatic and consular authorities and its passengers.
3. Europamundo shall inform its passengers of the authorities, organizations at a national level in each of its tours of those responsible for contingency plans and protocols to ensure that effective assistance is provided to tourists in emergency situations.
4. Europamundo shall support service providers in the preparation of information, training and communication materials providing guidance on assistance to tourists in emergency situations, especially to those with disabilities and the elderly. It will provide information in a clear, accessible, easy-to-read language and in alternative formats (Braille, subtitles, videos, etc.), thus allowing the traveler to receive appropriate instructions.
5. Europamundo shall encourage its passengers on tour to develop and use travel insurance and guarantees systems in order to cover extraordinary costs arising from specific emergency situations, including cancellation fees.
7. Europamundo will try to simplify procedures and reduce, as far as possible, the administrative burden on tourists when dealing with tourism service providers in emergency situations.

**b. INFORMATION**

1. Europamundo will provide real-time information on border procedures, available means of transport, travel restrictions, public health and security measures, as well as any other practical information for tourists.
2. Europamundo will provide information on existing emergencies.

**c. ATTENDANCE**

See point 6 on the criteria for action of each of the operational groups that have been formed in Europamundo to carry out this code.

**d. REPATRIATION**

The transfer of a person to their country of origin in case of emergencies, unavoidable or extraordinary situations, etc., Europamundo will provide as soon as possible and practicable, to the respective diplomatic and consular authorities the following information:

- General circumstances of the emergency situation;
- Geographical areas affected.
- Number and nationalities of tourists in the affected area.

- Identity and personal data of the tourist needed to provide the assistance.
- State of health, location of the tourist and general situation.
- Data on victims.
- Operational measures adopted, planned and to be adopted.
- Other relevant data required.

## **6. CRITERIA FOR ACTION:**

### **a. IN RELATION TO OUR PASSENGERS**

Europamundo will try to respond and provide all the necessary help to its customers, the passengers, in some of the circumstances that may arise due to emergencies, inevitable or extraordinary situations.

Europamundo will try to provide timely, objective, clear and honest information with assistance to travelers in need, information on health services, consular assistance, or alternative travel plans.

Here are some of those situations:

- Physical health risk.

Europamundo Vacations guarantees the necessary hygiene conditions both in buses and in hotels for the trip. If any of the aforementioned services doesn't meet the minimum conditions, we will request the provider to immediately change the room, bus or service provided as appropriate.

The passengers in all of their trips have the travel assistance insurance arranged with a company. Although this insurance is inclusive, which has limited coverage, the passengers will not be unprotected in a situation of illness; the insurance, as appropriate, will indicate if they send a doctor or different options of hospitals / clinics where to go.

It is recommended that, in addition to this insurance, they contract on their own another one of greater coverages, so that it complements our own.

The detailed description of our policy is at your disposal 24 hours through the "My Trip" link.

- Psychological integrity.

When a passenger, for reasons beyond Europamundo must remain in a city, separating from the group, and therefore from their guide, staying alone, if we have staff in the city these will be the people who assist them in what they need. They will be able to perform interpreter functions (when the language is different) and will be the emergency contact in case of need. In the event that we do not have Europamundo staff in the city where the passengers remained, support is made from our headquarters,



through the various communication channels, such as telephone and WhatsApp.

If a passenger gets lost during a stop en route we try to communicate with the person. If it is not achieved, we analyze several factors such as age, if they travel alone and, in extreme cases, when a long time has passed and that passenger still haven't arrived, in front of two other passengers we open the belongings to check that the passenger carries the documentation and the wallet; if they aren't carrying them, the bus waits a little longer. In case they still don't arrive, we inform the tourist office or the police – which is where they usually go to – providing the contact telephone number of our guide, offices and hotel to which we will be staying.

We also inform the travel agency, because the passenger will surely contact them first, but we are aware that due to the time difference this would delay the solution to the problem.

If we have to leave, since the rest of the group has been waiting for a long time, and we have verified that the passenger left everything (mobile, wallet, documentation) on the bus, and there is no border crossing, we could arrange to buy directly from our offices the bus/train ticket needed for reincorporating to the trip.

- Economic protection.

If the reason for cancellation is force majeure, and is duly justified before the documentation department, Europamundo reimburses the entire trip, billing only the administration fees and expenses incurred. Depending on the number of days before the cancellation, the amount invoiced to our representative is refunded, and if the cancellation has been en route the refund will be made through a voucher to be used on a next trip (valid for 3 years), of the proportional part of the unused services. This bonus is nominative and non-transferable.

If the passenger suffers any theft while traveling with us, which leaves them without money, EMV will contact our representative in their country so that a family member can make the deposit in their country so we can give it to the passenger through the guide. If there are delays in this, due to the time difference between the destination in which it is located and the country of residence, EMV will temporarily cover the expenses of basic needs of the passenger, such as food.

- Emergency situation.

In these circumstances Europamundo will carry out all the necessary steps such as facilitating contact with the passengers' consulates in the country,

with their relatives in their country of origin, with our representatives in their country and even grant them the same amount of the remaining nights as in their original tour in the city in which they are located at that moment if needed. If its within our means, the passenger will be taken to a city with better flight routes, to make it easier for the travel agency / airline to return to the country of origin.

If the passenger travels to a country that for some reason of public knowledge cannot be entered or is dangerous to do so, Europamundo offers alternative options including those already en route, at no additional cost.

- Changes of itineraries related to the occupation.

If for operational reasons Europamundo Vacations need to make a small modification of the trip, there will be given option as close as possible to the original trip, no less than 15 days in advance, if this modification does not fit the needs of the passenger, they may cancel their trip without any expense, or change the travel date.

If the trip offered does not have a significant modification in its original itinerary, this option will be automatically confirmed, unless the passenger indicates otherwise, which will be evaluated on a case-by-case basis.

When we cannot grant a particular service, it will be compensated by another one, which means that in the end, the result of this modification is that it always has the same number of services, or maybe even more.

- Assistance of travelers with difficulty.

At the time of booking, the agency must inform us if passengers have any difficulties or disabilities. From our Reservations Department we inform that our trips are not prepared for people with reduced mobility, since for example the buses do not have ramps.

However, EMV does not deny the trip to these people, but they are asked to come accompanied by a person who is responsible for them, since our guide is committed to the whole group and has more passengers to attend. This does not mean that the necessary attention and help would not be provided, just like to any other passenger, and requesting, if needed, rooms on the ground floor in hotels, prioritizing room availability for people with reduced mobility, etc.

- Situations such as natural disasters or social upheavals.

In these situations, Europamundo will be able to pay up to 3 additional nights in a hotel free of charge for the passenger if they have already

finished the trip. If they have not finished the trip, we will replace the remaining nights, to give time to manage the return home.

- Europamundo will provide services to the passenger.

In specific situations, such as informing the travel agency about a flight change, passengers who get retained at the border due to migrations officials, cancellations of the trip for reasons related to the passenger or due to illness.

- Europamundo is transparent with travel information.

All the information related to the passengers' trip is available through their "My Trip" link, a unique link per passenger, where, in addition to being able to download their service confirmation voucher, they have available the detailed itinerary, list of hotels and any modification in the itinerary.

We always recommend printing your service voucher 48 hours prior the departure, so that you have the most up-to-date information possible. The penalties in case of cancellation of a reservation are available on our website [www.europamundo.com](http://www.europamundo.com) within our general conditions.

- Europamundo in contact with the passenger.

It is extremely important that our representatives correctly enter the contact details of passengers, so that in an emergency, assistance is provided and expedited.

- Europamundo has insolvency insurance.

The solvency insurance or surety insurance ensures the passenger and is a guarantee of quality by Europamundo, which in the event of insolvency will compensate for the damages it may cause, guaranteeing the paid trip.

- Europamundo supports the passenger.

While it is true that the client / final passenger does not pay their trip directly to EMV, in the event that their agency has not made the payment for their reservation and declares itself insolvent or files for bankruptcy, EMV may offer a discount to the victims in order to facilitate taking the trip they had planned.

## **b. IN RELATION TO OUR SUPPLIERS**

### **SUPPLIER COMMITMENTS**

Service providers, in emergency situations or supervening or extraordinary circumstances, undertake to, to the best of their ability:

1. Communicate without undue delay to the tourist or Europamundo any modification of the service in a clear, prominent, and understandable way in writing.
2. Make every effort to provide proper care and appropriate assistance to tourists.
3. Guarantee the right of vulnerable and disadvantaged tourists to travel like any other person, on equal terms and without discrimination of any kind.
4. Ensure the protection of tourists on an equal footing regardless of their nationality, country of origin, destination, race, color, sex, language, religion, political opinion, national or social origin, birthplace, or nationality of their tourism service provider.
5. Guarantee that the tourist has the right to terminate the services at any time before the start. Where appropriate, the tourist may be required to pay an appropriate, reasonable and justifiable termination fee, taking into account the savings that such termination may result from the supplier. At the request of the tourist, the supplier must justify the amount of the termination fees.

Where the service provider intends to terminate the services before the services, the tourist shall be notified without undue delay and within a reasonable time. If the service is terminated, the tourist is entitled to a refund of the payments made of the proportional part of the unused trip.

6. When the tourist services contract is terminated by the service provider, the latter may be liable for the damages caused, beyond the return of the advances, unless it is demonstrated that:
  - The damage is attributable to the tourist.
  - The damage is attributable to a third party that is not related to the provision of the service.
  - Is prevented from performing the service in case of unavoidable and extraordinary circumstances, or an emergency that could not have been foreseen or anticipated.
7. If any of the services are not provided in accordance with the agreement made, the service provider will offer to provide the tourist with the appropriate solution, unless this is impossible or involves disproportionate costs.
8. Accommodation service providers, in case of unavoidable and extraordinary circumstances or emergency situations, undertake to:

- Show fair and ethical behavior and try not to increase room rates for additional nights that tourists have to spend.
  - Try to minimize the payment of cancellation fees when these circumstances prevent either the tourist from physically arriving at the place where the accommodation is to be provided or prevent the accommodation service provider from complying with its contractual obligations.
9. Service providers undertake to always act in accordance with good faith and loyalty, and to fulfil their obligations from the booking as far as possible in extraordinary circumstances.
10. When it is impossible to ensure the return of the tourist, due to unavoidable and extraordinary circumstances or an emergency, to the extent necessary for the tourist and possible for the service provider, will provide adequate care and appropriate assistance to the tourist with difficulty, including:
- Help to communicate remotely.
  - Provide information about health services, local authorities, and consular assistance.
  - Help to find alternatives.
  - Provide you with assistance within reasonable limits, such as meals and snacks, accommodation if necessary, and transportation to the accommodation.
11. To ensure that the fees charged by the service provider for their care and assistance, if the difficulty is caused intentionally by the tourist or by the tourist's negligence, are reasonable and do not exceed in any case the actual costs incurred by the service provider.
12. To cooperate with the competent authorities of the receiving country by providing information on tourists if possible.
13. To prohibit any storage or dissemination of fraudulent, false, misleading or inappropriate data, and to ensure the legal, fair and transparent treatment and protection of personal data and the privacy of tourists, in accordance with the applicable legislation on data protection.

## TOURIST RIGHTS

The tourist, before entering into a contract, has the right, if requested, to be informed of:

- Termination rights, including withdrawal conditions and penalties.
- Alternative options to monetary reimbursement (in cash), in emergency situations or unavoidable and extraordinary circumstances, such as vouchers, booking changes and route

changes, and to be informed of the applicable conditions (e.g., period of validity).

The tourist, during the provision of the contracted service, has the right to:

- Have the conditions of hygiene and safety of themselves and their property met.
- Receive fair and respectful treatment from the people who provide the service.
- That the service provider makes available means that allow them to formulate complaints and claims related to the services of the provider.

## TOURIST DUTIES

The tourist, before entering into a contract, has the duty to:

- Check and ensure that the services offered by the provider correspond to those requested and notify with enough time in the event that this is not the case, without prejudice to an adjustment in the prices previously calculated.
- Provide sufficient and truthful information in advance to provide the services or solve any foreseeable incident at destination.

The tourist, during the provision of the contracted service, has the duty to:

- Maintain a conduct of education and respect towards the service provider, as well as take care of and protect the places visited and transportation means used.
- Seek appropriate actions to protect and conserve nature and the environment at the service locations.
- Attend to the recommendations of the people who provide the service, either on the service itself or on security.
- Communicate as soon as possible to the service provider your complaints and claims, if possible, during the service so that the provider tries to solve it at the same time it is occurring.

## **c) IN RELATION TO OUR OPERATORS, TRAVEL AGENCIES.**

Before starting the trip

1. We work on the selection of tourism service providers, prioritizing their quality. For this, they are evaluated by qualified personnel, selected specifically for these tasks, where we ensure that the services contracted by the tourist are fulfilled.
2. We participate in trade fairs, forums, conventions that allow us to be in frequent contact with providers, updating us on their products and news.
3. We rely on and invest in technology platforms, which offer updated, clear and accurate information for the tourist when consulting, budgeting and booking services through their travel agent.

4. We work on the constant training of our own staff and also the different travel agencies on the products offered, to reach a level of information quality which allows us to correctly interpret the needs and services requested by the client, as well as to give necessary support at the time of the preparation of the trip, with the corresponding delivery of the documentation, itineraries and / or important suggestions about the chosen trip, facilitating and explaining each detail to take into account when it begins.
5. We recommend and give the possibility of contracting an additional insurance during the trip that allows the necessary protection against any unforeseen event.

We advise on the importance of having travel assistance, anticipating any eventuality that arises during the tour.

#### During the trip

1. We provide telephone numbers and email for contact, both from the supplier at destination and from our office for any contact need, giving comprehensive support 24 hours in case of incidents that may arise at destination, giving priority and agility in order to solve it.
2. In situations of force majeure, we will take the necessary steps to protect the tourist, acting as intermediaries if requested, with local authorities, airlines, government agencies.

#### What do we do as an Operator or as a Travel Agency?

##### During or after the trip

1. In the event of a force majeure problem where the customer is entitled to a refund of an amount, we undertake to refund the corresponding amount in full, discounting if there are expenses that may have been invoiced by third parties (suppliers) and / or bank charges\*.

\*In accordance with the law or regulations of each country

##### After the Trip

1. We make available to the Tourist a questionnaire where they can fully evaluate the services used.
2. We provide support and advice in situations outside both the client and the company, which may have arisen during or at the end of the trip.
3. We maintain contact with the travel agent who made the sale, to confirm that everything was as stipulated, generating quality standards that allow the constant improvement of the services provided and to be provided, carrying out follow-up and responses for the client.

#### **d) IN RELATION TO OUR GUIDES.**

In order to improve the relationship between all the parts involved in our Tours, we have developed this Tourist Protection Code, which includes a set of values,

principles and rules that must guide the professional practice of the Accompanying Guides in our tours: -

1. Work for a cordial and pleasant atmosphere during the course of the trip among all the participants in the tour, generating an environment of security, coexistence and trust. Give support and personalized assistance towards the inclusion of passengers traveling alone or that, due to their age, need a greater attention for their integration into the group. Promote the commitment and involvement of customers and encourage them to take responsibility for the actions that generate the good functioning of the tour, such as punctuality, respect for sleep hours, etc., in a relationship based on mutual respect.
2. Practice a policy of transparency based on honesty, integrity and veracity in all the necessary procedures during the tour, prioritizing what's more beneficial and interesting for our passengers.
3. Avoid and reject intolerable behavior, racism or xenophobia derived from religious, ethnic, sexual orientation, cultural, color, social class, gender, age, language, political beliefs among passengers.
4. Actively collaborate in the resolution of unforeseen problems arising during the trip to our passengers, such as medical problems, insurance, complaints, losses, forgetfulness, etc. supporting and facilitating the necessary means for its resolution.
5. Respect the confidential information that is transmitted, in everything that, because of their profession, they may get to know and should not be disclosed. They act from the principles of the right to privacy, confidentiality, and responsible use of information in their professional work. Confidentiality constitutes an obligation in the action of the Guide and a right of the tourists and covers all the information that the Guide receives by any means.
6. Provide the telephone number of the guide during the trip, for the safety of the passengers before any unforeseen event in their free time.
7. Establish coordination channels between the client and the different departments of the company, always in both directions to establish stable communication networks, always for the benefit of the clients of the tour, and for the resolution of problems that depend directly on the departments of our agency.
8. Transmit to customers the importance of knowing, respecting and preserving the cultural and natural heritage of those places that are visited, as well as trying to get the local population to get to know and discover the cultural heritage of our clients.
9. Provide customers with objective and clear information about the places of destination, always cooperating with local public authorities to always



guarantee the safety of customers, acting at all times with respect and tolerance, as well as providing recommendations and practical information to generate peace of mind through knowledge, safety and generic information that makes it easier for the traveler to discover each city, such as getting around, areas to visit, means of transportation, travel tips, gastronomy, history, culture, etc., because it is known that a well-informed traveler is a calm and happy traveler.

## **7. PROTECTION IN CASE OF INSOLVENCY OF SUPPLIERS/OPERATORS.**

The regulation of tourist protection has undergone a recent modification on the occasion of the enactment of Law 4/2022, on the protection of consumers and users against situations of social and economic vulnerability. The main modification that has been included in relation to package tours has been the modification of article 161 of the Law on Consumers and Users, which establishes the following rights and obligations:

1. Package travel organizers and retailers shall be liable to the traveler for the proper performance of the travel services included in the contract based on their obligations under their scope of package management, irrespective of whether these services are to be performed by themselves or by other providers.
2. Notwithstanding the foregoing, the traveler may direct claims for non-compliance or defective fulfillment of the services that make up the combined trip indistinctly before organizers or retailers, who will be obliged to inform about the existing liability regime, process the claim directly or by referral to whoever corresponds depending on the scope of management, as well as to inform the traveler of the evolution of the same even if it is outside its scope of management.
3. The lack of management of the claim by the retailer will mean that it must respond jointly and severally with the organizer to the traveler for the correct fulfillment of the obligations of the combined trip that correspond to the organizer by its scope of management. Similarly, the lack of management of the claim by the organizer will mean that it must respond jointly and severally with the retailer to the traveler for the correct fulfillment of the obligations of the combined trip that correspond to the retailer by its scope of management.
4. When an organizer or retailer pays compensation, depending on its scope of management, grants a price reduction or fulfils the other obligations imposed by this law, it may seek compensation from third parties who have contributed to the occurrence of the event causing the compensation, the price reduction or fulfilment of other obligations.

## **8. COMPLIANCE. VOLUNTARY ADHERENCE TO THE PROTOCOL.**

For Europamundo one of its fundamental Stakeholders are our Suppliers and Customers, our Operators. They are the ones that allow the proper functioning of the trip, its quality, and the satisfaction of our passenger.

Some of our fundamental objectives are the protection of the environment, the promotion of local economies and support for local guides, human rights, the fight against child exploitation, the fight against corruption and bribery and animal protection.

Europamundo works with ethical and responsible companies, so we ask our suppliers to follow guidelines that we consider fundamental:

- a) Companies that offer decent work for their employees.
- b) Legally constituted companies, up to date with their payments.
- c) Companies that subcontract local services with parameters of quality, profitability and also sustainability.
- d) Ethical companies in the destination, whose action goes beyond the strictly legal.
- e) Companies with triple balance, which not only care about the economic issues, but also the social and environmental.
- f) Companies that communicate these values and good practices to their staff, as well as to their external staff (such as bus drivers)

For all these reasons, we ask our suppliers and operators to sign this tourist protection code.

## 9. GLOSSARY.

### EUROPAMUNDO SUPPLIERS

- **Hotels:** These are all the hotels and complete packages that our operators and representatives of Europamundo sell, such as Hotel Praga, Galaxia Dubai, Asian Spirit.
- **Meals:** These are catering services that Europamundo offers to the passenger through our suppliers such as: JBGR Montmartre, El Hidalgo, Marina Bay.
- **Transfer:** Transfer services offered by Europamundo to the passenger through our suppliers and business partners, for example: Zip Transfer, Eurotrans TRF, Paris Querido.
- **Ferry and Excursions:** Suppliers that offer services of tourist activities such as cultural, leisure, religious services and displacement that are not considered transfers, such as: Mosque of Cordoba, Prado Museum, Stena Line, Batorama, P & O Ferries.
- **Buses:** They provide bus services to Europamundo Vacations on a regular basis through our suppliers and aggregates, and even offering services exclusively only for Europamundo such as, for example, Alabus, Cubero, Paulino, Vicioso.
- **Car Rental:** Those that provide their car rental services to Europamundo on a regular basis such as: Sixt Rent Car, Avis, Europcar.

- **Optional:** Visits and optional activities planned to complement the trip, offered at destination or origin such as: El Patio Sevillano, La Pacheca, Blue Boat Company.

**"Tourist."** It is the person who makes a trip that includes an overnight stay to a destination outside its usual environment for less than a year, for any main purpose (business, leisure or other personal purpose).

**"Excursionist"**. Person taking a trip that does not include an overnight stay to a main destination outside their usual environment.

**"Tourism service"** means the provision of any of the following services offered to tourists, in a single or combined manner:

- Accommodation services other than for residential purposes.
- Transportation services.
- Organization of package travel and retail, brokering and other booking services.
- Visits, activities, attractions, excursions and events.
- Other services provided mainly to tourists in their capacity as such.

**"Provider or Provider of tourist services"** means any natural or legal person (regardless of whether privately or publicly owned) who primarily sells, offers to sell, supplies, or undertakes to provide a tourist service to the tourist, alone or combined in a package, acting, including through any other person on their behalf, for purposes related to the activity, business, trade or profession in relation to the provision of tourist services.

## 10. THANKS.

This Tourist Protection Code has been drawn up entirely by four Working Groups composed of:

Internal Group: Europamundo's Customer Service and CSR Departments.

Suppliers Group: Groups Department, Orient Department, Contracting Department, Traffic Department and Europamundo CSR Department.

Group of Guides.

Group of Operators formed by the following Clients: Kuality-Concha, Status Travel, Cielos Abiertos, Ola, Andes Reps and Aeromundo.

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