



TERMS AND CONDITIONS FOR GUIDES

Condiciones de Contratación de Guías en Español. Click [aquí](#).

1. Identification of the Parties

These Terms and Conditions for Guides are subscribed by:

- a) On the one hand by ProyectoTravelers, SLU (hereinafter 'ProyectoTravelers'), with CIF B76171388 and registered in C1 Sao Paulo 6, office 131, 35008 Las Palmas de Gran Canaria (Las Palmas), domain owner of <https://www.guidemydream.com> (hereinafter 'GuideMyDream', 'the Website' or 'the Site', interchangeably)
- b) On the other hand, by the 'Guide', according to the data entered in the Guides registration form, defined as any natural or legal person who is professionally dedicated to organising tours, and who want to use the booking manager GuideMyDream as an intermediary platform with potential customers.

Therefore, the Guide has to complete the free registration process in GuideMyDream, and click the consent check box which declares to have read and understood these Terms and subject to the same without any reservation.

ProyectoTravelers provides an email address which is guias@guidemydream.com to all Guides.

It shall be considered Guide for the purpose of the present Terms and any other conditions applicable, once has been clicked on the confirmation link received by email after the registration form has been submitted.

Once the Guide is registered, the profile must be activated within six (6) months. This will happen when the Guide completes its profile and it is activated by GuideMyDream. After this period without activation, the profile will be deleted.

2. Operation of GuideMyDream

GuideMyDream is presented primarily as a platform for intermediation between Guides, dedicated to organizing tours, and Travelers, understood as Internet users who hire tours through GuideMyDream.

On a voluntary basis, Guides may incorporate to GuideMyDream up to five (5) excursions, fixing the price, a description thereof, certain recommendations and guidance about it, etc. It is what is known as **organized excursions**.

The price is set by the Guide but it is paid by the Traveler to ProyectoTravelers at the time of booking. In accordance with Clause 6 of these conditions, once deducting the amounts receivable for ProyectoTravelers in consideration for its services, it will be issued the corresponding invoice and paid the difference to the Guide as establish the

same provision. It is the Guide's responsibility to issue the corresponding invoice to the Traveler for the contracted service.

Guides can manage reservations through its Guide Panel in GuideMyDream.

With the reservation of any excursion **the Traveler receives a locator to be delivered to the Guide at the appropriate time to exchange of the excursion. In order to be considered by GuideMyDream that the tour was effectively performed, it is imperative to enter through the Guide Panel the right PIN** when requesting the payment. The PIN can be found in the Traveler's voucher. **If you do not enter the PIN or enter a wrong PIN, GuideMyDream will understand that the tour was not performed.** The validation of the PIN will determine the amounts to be paid off to the Guides according to economic provisions of these conditions.

The Guide may receive from Travelers and users questions about their activities, excursions, etc., which must be respond within a reasonable period of time.

At any time the Guide can, through its Guide Panel in GuideMyDream, ask questions, queries, suggestions or comments regarding GuideMyDream or its operation.

3. Subject and duration

The purpose of these Terms is to regulate the conditions under which ProyectoTravelers offers GuideMyDream as a meeting point between Guides and Travelers and how those should offer their tours and the commitments they take when doing so.

The duration of these Terms and Conditions for Guides is subject to all the time that the Guide maintains its profile in GuideMyDream. Nevertheless, even having canceled their account in GuideMyDream, these Conditions remain applicable in respect of all other reservations done when profiles has been active, prior to the time the tour is to take place despite having canceled later.

4. Organized tours

Organized tours are those whose characteristics are predefined by the Guides and which can adhere any Internet user, with the limit of available places that have been arranged by the Guide.

Guides can create up to five (5) organized tours. There is not allowed high mountain, water, air trips or underwater activities.

The price of the organized tours may be stipulated in two different ways:

- 1.1. Price per person.
- 1.2. Price per tour.

The prices of the tours are set by the Guides and include any tax that corresponds to apply.

The Guide can decide to offer or not the possibility of allowing reservations from Travelers between 48 and 2 hours before departure time. In no case booking excursions are allowed less than 2 hours in advance.

All excursions must be confirmed by the Guide within 2 hours from the time of booking so the Traveler may proceed with the payment before the deadline. Otherwise, the reservation do not formalize.

5. Economic Conditions

As a general rule, for the trips effectively performed (understanding as those whose PIN had been obtained by the Guide and introduced in the corresponding section of the Guide Panel) ProyectoTravelers pays to the Guide the amounts paid in return from the Travelers, after deducting ProyectoTravelers commissions for the service, which is 23% of the total price.

When a Traveler cancels his reservation 72 hours or less in advance regarding the moment the excursion should has started, ProyectoTravelers will pay the 50% of the total price paid by the Traveler.

To understand that the trip was effectively performed for the purpose of paying the corresponding commissions, the Guide must enter the correct PIN according to Stipulation 2 of these Conditions.

For the payment of the above amounts, ProyectoTravelers make a fortnightly settlement thereof, upon requesting the payment, payable within fifteen (15) days from the date of invoice in such manner as it considers appropriate. Payment will be made by ProyectoTravelers whichever means it deems convenient (bank transfer, Paypal, Transferwise...) and expenses will be entirely borne by the Guide, discounting them of the amounts settled in their favor.

The Guide, by accepting these Terms and Conditions for Guides, is consenting to be sent electronic invoices via the email address provided during registration. At any time you may revoke your consent by emailing to admin@guidemydream.com.

6. Guides Obligations

To register as a Guide at GuideMyDream you must meet certain requirements beforehand:

- a) You must be a well-known professional with sufficient experience, dedicated to the organization of cultural, sporting and recreational activities. We only allow registration of professionals acting as natural persons, but the invoicing can be made in the name of a professional or a company.
- b) You must meet all the requirements demanded to be able to proceed into trade, in accordance with national and / or international applicable law in force at any time.
- c) In particular, meet all the requirements that are in force in respect of any regulation for the carrying out of your usual activities. For example, this refers to hold licenses and permits, titles, certificates, insurances, the implementation of the appropriate safety measures, etc.

ProyectoTravelers reserves the right to verify the above requirements by the Guide. Otherwise, it may unilaterally terminate the present Terms and Conditions for Guides.

The Guide is committed to:

- a) Meet the above requirements at all times remain registered in GuideMyDream.
- b) Registering a single account in your name.
- c) Being solely responsible for any activities carried out on your account.
- d) Providing true and accurate information (particularly regarding the possession of licenses, permits, insurance, certificates, etc...) and ensuring that these are kept up to date at all times.
- e) Ensuring that passwords are strictly confidential. You will be liable for any harm and / or damage arising from your failure to comply with due regard to confidentiality.
- f) Having knowledge of the purpose and use of the Site.
- g) Being solely responsible for the compliance with any obligations or commitments it has assumed, not only the acceptance of these Terms and Conditions for Guides but any others that may be applicable (eg, General Conditions of Use of the Website).
- h) Provide accurate and truthful information regarding the organized tours offered and provide as much information as required by ProyectoTravelers.
- i) Respect third party rights, especially intellectual copyright rights. This implies not to use trademarks, trade names or third party content if you do not have the express prior consent of the owners.
- j) Carry out all necessary activities for the proper services provision contracted by the Internet user, via the Web Site. This implies the compliance with any conditions were reflected in the organized excursion offer, including but not limited to, dates that must be respected, the characteristics of the trip, duration, location, price, etc. Should, for any reason, can not meet these obligations, it must inform ProyectoTravelers, making all reasonable efforts to provide alternative services, equal or higher to those booked, while acknowledging that ProyectoTravelers will not assume any liability therefore.
- k) In general, to develop the obligations assumed in these Conditions in accordance with good faith and with loyalty to ProyectoTravelers.

It is strictly prohibited:

- a) To sell, trade or transfer the account to others, regardless of whether this is free of charge or not.
- b) To send advertisements to any Travelers or Internet users whose data may have been obtained through ProyectoTravelers or GuideMyDream.
- c) The publication of inappropriate, abusive, discriminatory and offensive content, especially of industrial and / or intellectual copyright.

ProyectoTravelers expressly reserves the right to block the access to any Guide, block or remove any content posted by the Guide, without any compensation in the event of any breach of any of the obligations contained in these Terms and Conditions for Guides or in the light of other conditions that might apply.

7. ProyectoTravelers obligations

ProyectoTravelers is committed to:

- a) Managing properly the reservations.
- b) Ensure that the reservation system adhere to the current legality.
- c) Offering Travelers much information as provided by the Guides related to the excursions.
- d) Paying Guides in a timely manner, in accordance with the provisions in Clause 5 of these Conditions.

8. Impossibility to provide the service by the Guide

The impossibility to provide the service by the Guide for whatever cause, will mean the return of the amounts to the Traveler. In this regard, if such amounts have already been paid by ProyectoTravelers to the Guide, it undertakes to return them.

9. Disclaimer for liability

ProyectoTravelers is only obliged to that contained in these Terms and Conditions for Guides. However, there may be other special legal conditions, in which case also apply.

ProyectoTravelers shall be in no way responsible for how the Guides use the Website or how they relate to other members of GuideMyDream, whether Guides or Travelers. Overall, ProyectoTravelers shall be not responsible for the breach of any obligation or commitment in these Terms and Conditions for Guides.

ProyectoTravelers, under Article 16 of Law 34/3002, of July 11, Services Information Society and Electronic Commerce (LSSI), regarding the information provided by the Guide, is set for the purpose of providing this service as a hosting service provider or data storage and due to it do not review the information regarding the organized tours, is not responsible for the illegality, misrepresentation or inaccuracy of the same.

ProyectoTravelers not assumes any responsibility for the effective and adequate services provision by the Guides nor claim or proceeding concerning against them by a Contracting Traveler.

The Guide undertakes any complaint against ProyectoTravelers, holding harmless from any liability or expense that could be generated by any of the following causes:

- a) As a result of errors and / or omissions in the information, inadequate service provision or, more generally, breach of any obligations or commitments made or could be expected according to the uses of the sector.

- b) Those related to intellectual and / or industrial copyright information, documentation, literary content, graphics, audiovisual or content of any kind, provided by the Guide.
- c) Those caused by reason of the lack by the Guide of those permits, authorizations or licenses were required for the development of the activity offered.
- d) Those related to the effective and adequate reserved services provision by the Contracting Travelers or breach of any of its conditions.
- e) Those caused as a result of the unilateral cancellation of the Guide.

ProyectoTravelers will not be liable for the acts or omissions of the Travelers who book a tour of the Guide through GuideMyDream, specifically including the so-called "no-show" and any amounts due and not paid.

Any responsibility assumed by ProyectoTravelers in these Conditions in any case includes lost profits and is limited in any case, maximum and for any reason to the total amount received by ProyectoTravelers from the Contracting Traveler as commission for processing the reservation.

10. Compensation

Any breach of these Terms and Conditions for Guides by the Guide may involve damages or losses to ourselves. So, if, through non-compliance by the Guide, we suffer damages, losses and costs (such as legal fees from solicitors or barristers), that Guide will be obliged to reimburse us.

Also, if, through non-compliance by the Guide, there arise claims or proceedings against us, the Guide will indemnify ProyectoTravelers, and the latter will be able to reclaim any expenses, costs or damages resulting from their actions.

11. Intellectual and industrial copyright

The Guide, as owner of the intellectual property rights of the contents provided for the excursions grants ProyectoTravelers authorization in such content (information, documentation or literary content, graphics, audio or any type that provides ProyectoTravelers) to make available on the website or by email (i) non-exclusive license, (ii) for the whole time of this contract and (iii) for everyone.

Specifically, the Guide authorizes ProyectoTravelers to use its trademark or distinctive signs in connection with the purpose of these Terms and Conditions for Guides.

The Guide is solely responsible for obtaining any necessary rights or authorizations and the fulfillment of any obligation about third parties intellectual property rights that may affect the information you provide to ProyectoTravelers, on which any prior control will not be performed by ProyectoTravelers.

12. Privacy Policy

In accordance with data protection regulations, ProyectoTravelers is considered as a controller of personal data of all Travelers, data obtained as a result of the reservations making through GuideMyDream. Similarly, the Guide is considered as controller of personal data of the Travelers who have completed any of the excursions offered by it. Each part shall be responsible for the intended purposes for which the data collected, as well as preserving them under applicable law.

13. Amendments

ProyectoTravelers reserves the right to modify, delete or alter these Terms and Conditions for Guides, in that case it shall inform them who can accept them or not. The non acceptance will understand as a unilateral termination of the contract by the Guide, and provision in Clause 14 will be applicable.

14. Resolution conditions

Any party may unilaterally terminate the contract making it known to the other. The resolution by the Guide shall mean GuideMyDream simultaneously unsubscription through the appropriate functions in the Panel Guide. GuideMyDream unsubscription means by itself as an unilateral termination of the contract.

Notwithstanding the foregoing, for already booked tours whose departure times takes place after the termination of these conditions, Term and Conditions shall remain applicable.

15. Communications between parties

Communications between the Parties regarding these Terms and Conditions for Guides shall be in writing, by any means enabling proof of receipt and content to the email addresses provided by each of the parties.

16. Language

The language applicable to these Terms and Conditions for Guides is Spanish. If versions of these Terms have been provided in other languages, it is for the convenience of the Guide and the latter expressly accepts that they are always governed by the [version in Spanish](#).

In case of a contradiction between what is stated in the Spanish version of the Terms and what is stated in and any translation thereof, in all cases the Spanish version shall prevail.

17. Safeguarding and interpretation of the Conditions for Guides

In any case, ProyectoTravelers and the Guide are independent contracting parties. In no way this Agreement is the creation of any direct link between the parties more than

the related to these Terms content, without, under its provisions any agency relationship, employment, franchise, joint venture is established, company or legal representation granted to a party to act on behalf of the other.

These Terms and Conditions for Guides constitute a sole agreement between the Guide and ProyectoTravelers. Any subsequent agreement between the parties for the same object shall complement these Terms and Conditions for Guides. In case of contradiction, preference shall be given to those.

Any references in these Terms to an article or to a repealed regulatory body will be deemed made to the equivalent provision replacing it.

The non-requirement of strict compliance with any of the Terms in these Conditions for Guides does not constitute nor can it be construed in any eventuality as a waiver by ProyectoTravelers in any future requirement for these.

The declaration of invalidity of one or more of the provisions set in these Terms by competent Authority do not affect the validity of the remaining. In this case, the contracting parties undertake to negotiate a new clause replacing the invalid one as closely as possible to the original provision. If replacement become impossible and the clause is essential for the Terms, in the view of aggrieved party by the removal, it may opt to terminate the contract.

18. Law and Jurisdiction

Relationships between the Guides and ProyectoTravelers are governed by Spanish law and, in the event of a conflict, ProyectoTravelers waives rights to any other jurisdiction, and will be subject to the Courts of Las Palmas de Gran Canaria.