



BOOKING CONDITIONS

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

1. Identification of the Parties

These Booking Conditions govern the engagement of services offered through GuideMyDream. The parties to this contract are:

- a) ProyectoTravelers, SLU (hereinafter 'ProyectoTravelers'), with CIF B76171388 and registered in Cl 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) The 'Guide', shall be the natural or legal person, registered in GuideMyDream as a Guide, dedicated professionally to the organization of trips, who offer organized tours to the Travelers Web site.
- c) The 'Traveler', defined as any natural or legal person who completed free-form, voluntary and free of charge, all steps oriented to booking tours, including the acceptance of these Bookings Conditions.

ProyectoTravelers provides an email address which is viajeros@guidemydream.com for possible claims.

2. Objective of the services

GuideMyDream is an Internet portal through which ProyectoTravelers allows anyone to book organized trips. ProyectoTravelers manages the reservations, process the payments and contact each party to confirm the trips.

Booking tours means that the Traveler at the time of booking, will pay ProyectoTravelers the full price of the tour.

It is possible to leave comments and ratings about the Guides who have been hired and about the trip you have taken.

The Website or the information contained herein should not be taken as a recommendation of the services offered, or its price or quality.

3. Information provided

All information on tours available in GuideMyDream is provided by the Guides who organize and offer them. Among other content, photographs, information, pricing, availability and features shown are the sole responsibility of the Guides.

Such information will be displayed on the Website (in the case of organized tours).

In neither case ProyectoTravelers is not liable for such information, and the reality of it when the Traveler takes the tour, or how many mistakes, failures or faults exists in it. ProyectoTravelers only offers an intermediation service between the Traveler and the Guides for booking tours by putting both in contact.

Sometimes, errors in the information displayed may be due to technical problems in ProyectoTravelers systems or third party systems. If, as a result of the errors, there were substantial errors affecting any of the key elements of the reservation (price, terms, dates...) ProyectoTravelers reserves the right to cancel unilaterally the reservation concerned within 48 hours of the booking, with the return of the amounts paid.

4. Prices policy

Prices displayed in GuideMyDream or those receiving by the Traveler by email are set by the Guides. Unless they provide otherwise, the prices are in EUROS, all taxes include.

Prices will be paid in full in EUROS by the Traveler to ProyectoTravelers at the time of booking through GuideMyDream in advance to the tour.

5. Acceptance of the Terms and Conditions of Booking

Prior to confirm the reservation is necessary for the Traveler to read these Booking Conditions, as well as any other conditions were displayed on the screen at the right time (see for possible special conditions imposed by each Guide) and accept expressly by clicking the appropriate checkbox. All they governed, as appropriate, organized booking trips.

The Traveler will accept and respect both the Booking Conditions and specific conditions imposed by the Guide, including but not limited to, payment of all amounts due and compliance with any rules and restrictions regarding availability of fares, products or services.

If there are special regulations or restrictions affecting to the prices, products or services selected by the Traveler will be made manifest on the screen, prior to hiring.

6. Procedures for reservation

It is imperative to acquire the status of Traveler to be a natural person of legal age in accordance with Spanish law and to have sufficient legal capacity to act.

For hiring an organized tour the Traveler must:

- a) Select one of your interest and introduce the specific data which could be chosen by the Traveler (day, number of people, etc). It can be selected trips at least until 48 hours in advance of the time of departure.

Even certain trips can be booked between 48 and 2 hours prior to departure time.

- b) Enter the required personal data.
- c) The reservation will be confirmed by the Guide no later than 2 hours after booked. The Traveler will receive an email with a link to proceed to enter data payment required and formalise the contract.

Payment must be made within the following 24 hours from the time you received the email, or before the departure deadline if it is lower. If the Guide does not confirm the trip on time or the Traveler fails to make payment in a timely manner, no reservation may be formalised.

In either case available payment methods are:

Card payment: payment by credit card or debit card is made through the virtual POS Redsys, which allows payment by any Visa or MasterCard and others. For more information, www.redsys.es.

Paypal: payment is made through the Paypal payment platform. For more information, www.paypal.com

7. Confirmation, formalisation and billing

The formalisation of the reservation shall be understood completed since the tour price has been paid by the Traveler. It must be made within 24 hours of the booking confirmation by the Guide, in the case of organized tours.

When necessary, if the Guide does not confirm the booking, or if the Traveler, within the expected period, fails to make payment in a timely manner shall be understood as a non formalized reservation.

Once payment is made, ProyectoTravelers will send a payment receipt to the Traveler by email. In the event the Traveler need an invoice for the contracted service, it must be requested to the Guide.

8. How to enjoy the tour

With the payment of the tour, the Traveler will receive the voucher in which a locator appears. It will enough to give the voucher to the Guide so that it can confirm the booking.

ProyectoTravelers is not responsible for any misuse of the locators. The Traveler must keep it confidential and refrain giving it to someone other than the Guide who provides the tour.

9. Special conditions of the reservations

It is possible that certain specific conditions established by the Guide will be applied to some tours and it is not reflected in these Booking Conditions. In that case, before ending the reservation, such conditions will be displayed on the screen. You must read and accept it. We will understand this if you check the corresponding consent checkbox.

You understand that we assume no obligation or responsibility with regard to such conditions freely established by the Guide. Both these Booking Conditions and the special conditions which will be displayed on the screen, will be considered accepted when making a reservation and it will linked you to the Guide, in the same way that it linked you to ProyectoTravelers.

10. Cancellations and *no show*

It is possible to cancel a reservation and get back 100% of the price of the tour (Clause 4 of these conditions) for any reason and at no cost, if the cancellation takes place with more than three (3) days prior to the start time of the tour.

If cancellation takes place during the three (3) days prior the date on which takes place the tour, on the day of the tour, or if the Traveler does not show up at the start time of the tour, no amount will be returned to the Traveler back.

Under Article 103 1) of Royal Legislative Decree 1/2007 of 16 November, which approve the revised text of the General Law for the Protection of Consumers and Users and other complementary laws, the right of withdrawal shall not apply to contracts relating to the provisions of accommodation for other purposes than to serve as housing, transportation of goods, car rental, food and services related to recreational activities such as those offering by the Guides of GuideMyDream, due to a date or specific implementation period for these services.

Please contact us by the email viajeros@guidemydream.com to cancel your reservations.

11. Traveler Obligations

The Traveler is bind to:

- a) Pay ProyectoTraveler the corresponding amounts, including taxes and fees as specified throughout the booking process.
- b) Make cancellations as provided in these Terms assuming that otherwise, expenses might not be reimbursed.
- c) Appear for the tour at the agreed date and time and in compliance with any particular conditions specified by the Guide. Otherwise, the Guide is not obliged to provide his services.
- d) Personally liable for the authenticity and adequacy of any data provided. In this regard, the Traveler will also assume any liability for any errors or omissions in the information provided (e.g., if you entered the wrong email address and does not receive the confirmation of your reservation).

- e) To assume any liability of non-possession of the required documentation or compliance with the requirements for making a reservation or to benefit from the tour. See, for example, to contract on behalf of a company without sufficient powers to do so, do not have the necessary documents to enter a country, etc.
- f) Willingness to negotiate with the Guide, if he can not provide the services covered by the reservation for reasons beyond its control.
- g) Respect Guides, acting loyal to them. In particular, without limitation, not to make false reservations.
- h) To comply with other obligations under these Booking Conditions or any other terms applicable.

When the Traveler is going to leave a comment or a judgment on a Guide or excursion shall:

- a) Leave legitimate and truthful comment and ratings.
- b) Respect the applicable law, ethical norms and the good practice that is generally accepted, public order, these Booking Conditions and any others applicable.
- c) Not post comments containing defamatory, libelous, offensive, abusive, racist, obscene, threatening or discriminatory, neither nor commercial, advertising or promotional.
- d) Not insert links from third parties with content that infringes the above, or containing viruses, trojans or any other material or software that may damage or disrupt the operation of computers or computer systems, or for commercial or advertising purposes of any kind, including unlawful, deceptive or unfair advertising.
- e) Confer to ProyectoTravelers powers as wide as required in law for publishing post on the Internet.
- f) The Traveler who leave comments or ratings acknowledge and agree that:
 - I. Comments or ratings are issued as a personal opinion and in no way represent the views of ProyectoTravelers leaving therefore, completely unscathed ProyectoTravelers who does not review the contents published.
 - II. ProyectoTravelers is a mere intermediary regarding the contents published in accordance with the provisions of article 16 of Law 34/2002 of July 11, Services Information Society and Electronic Commerce.
 - III. ProyectoTravelers reserves the right to remove, in whole or in part, any comment and / or rating issued by the Traveler when it becomes aware, whether by itself or through a third party, that have been published unduly and breach these Terms or other these are applicable.

12. Disclaimer for liability

ProyectoTraveler only be liable for damages caused to the Traveler as a result of bookings made through GuideMyDream when they are derived from a fraudulent action of ProyectoTravelers. In particular, included but not limited to, ProyectoTravelers is not responsible for:

- a) Traveler errors or inaccurate information provided during the processing of the reservation.
- b) The information or content provided by the Guides for the tours and the effective relationship with the reality of them. You understand that descriptions or photographs may not be an accurate reflection of the trips.
- c) Effective or adequate provision of services by the Guides with whom they have contracted the tour. ProyectoTravelers is only an intermediary.
- d) Compliance by the Guides with all legal obligations required for the development of that activity (licenses, permits, security measures, etc.). Nor do we guarantee that the Guides have insurance of any kind. You understand that information about the Guide in GuideMyDream may be false and we will not respond for it.
- e) Personal injury and / or property injury arising from the performance of any tours booked through GuideMyDream.

In any case, the responsibility assumed by ProyectoTravelers to the Traveler in any case includes lost profits and is limited in any case, maximum and for any reason to the total amount received by ProyectoTravelers.

13. Privacy Policy

GuideMyDream has a Privacy Policy which you can read by clicking [here](#) or in the notes in the footer of this Website page.

14. Compensation

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

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

15. Language

The language applicable to these Booking Conditions is Spanish. If versions of these Terms have been provided in other languages, it is for the convenience of the Traveler 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.

16. Safeguarding and interpretation of the Booking Conditions

These Booking Conditions constitute a sole agreement between the Traveler and ProyectoTravelers.

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 these Terms 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.

17. Law and Jurisdiction

Relationships between the Guides and ProyectoTravelers are governed by Spanish law and jurisdiction.

As a rule, for the resolution of disputes concerning the Terms and Conditions of Booking, ProyectoTravelers and the Traveler, waives rights to any other jurisdiction, will be subject to the Courts of the habitual residence of the Traveler. However, if the Traveler resides outside Spain, the Traveler and ProyectoTravelers, waives rights to any other jurisdiction, will be subject to the Courts of Las Palmas de Gran Canaria.

If the contract has been concluded between ProyectoTravelers and a company or a professional, will be submitted, waives rights to any other jurisdiction, to the appropriate jurisdiction under Law 34/2002 of 11 July, of Services Information society and Electronic Commerce.