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CANCELLATION AND REFUND POLICY

SAM MUNTANYA | Mountain guide

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1. Purpose and scope of application

This Cancellation and Refund Policy establishes the conditions applicable to the cancellation, modification, postponement and refund of the amount paid for mountain and nature activities organised and guided by **SAM MUNTANYA**.

This policy applies to activities booked through the official SAM MUNTANYA channels, including the website, registration forms and other enabled communication channels.

The specific conditions of each activity, including the price, date, duration and its main characteristics, will be those indicated in the specific information published for that activity.

This policy shall apply without prejudice to the rights legally afforded to consumers and users in accordance with the applicable regulations.



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2. Cancellation by the participant

The participant may request the cancellation of their registration before the scheduled date of the activity.

The cancellation request must be communicated to **SAM MUNTANYA** through the available contact channels and as far in advance as possible.

The financial consequences of the cancellation, including, where applicable, the right to a full or partial refund of the amount paid, will depend on when the cancellation is communicated and on the conditions established in this Policy.

The date and time on which SAM MUNTANYA receives the cancellation notice will be taken into account to determine the applicable period.

In cases where the participant is unable to attend the activity, it is recommended to communicate the situation as soon as possible so that SAM MUNTANYA may assess, where feasible, the replacement of the participant by another person.

The conditions established in this section shall apply without prejudice to the rights legally afforded to the participant.

3. Cancellation and refund conditions

In the event of cancellation by the participant, the following conditions shall apply, taking as a reference the scheduled date and start time of the activity:

- **More than 7 calendar days before the activity (more than 168 hours): 100% refund of the amount paid.**
- **Between 7 calendar days (168 hours) and 72 hours before the activity, both periods included: 50% refund of the amount paid.**
- **Less than 72 hours before the activity (less than 3 calendar days): as a general rule, no refund will be granted.**

The periods will be calculated exactly from the scheduled date and start time of the activity.

In duly justified exceptional circumstances, **SAM MUNTANYA** may assess the situation individually and determine, where appropriate, a refund condition different from those established above.

This assessment will be made taking into account the specific circumstances of each case and will not constitute an automatic right to a refund different from that



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established in this policy.

The conditions of this section shall apply without prejudice to the rights legally afforded to the participant.

4. No-show and lateness

The participant is responsible for arriving at the meeting point and at the time indicated in the specific information for the activity.

In the event of lateness, it is recommended to contact SAM MUNTANYA as soon as possible. SAM MUNTANYA may assess, depending on the specific circumstances of the activity, whether it is possible to wait for the participant or facilitate their subsequent joining, provided that this does not compromise safety or significantly affect the development of the activity or the rest of the group.

Failure to appear at the meeting point or the impossibility of subsequently joining the activity as a result of the participant's lateness will be considered a **no-show for the activity**.

In these cases, as a general rule, no refund of the amount paid will be granted, in accordance with the conditions established in the previous section of this Cancellation and Refund Policy.

The participant is responsible for properly planning their journey to the meeting point and allowing sufficient time to arrive punctually.

5. Changes or modifications to the activity

SAM MUNTANYA may make changes to the route, schedule, meeting point, area or other aspects of the activity when necessary for safety reasons, weather conditions, terrain conditions or other objective circumstances that justify such changes.

Whenever possible, these changes will be communicated to participants as far in advance as possible.

When the modifications do not substantially alter the characteristics, approximate duration or nature of the activity booked, they will not, in themselves, entitle the participant to a refund of the amount paid.

If circumstances require a substantial modification that significantly alters the



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characteristics or nature of the activity booked, SAM MUNTANYA will inform participants of the available options and, where the modification is not accepted by the participant and termination of the contract is applicable, the conditions established in this policy for cases of cancellation or postponement shall apply.

6. Cancellation or postponement by SAM MUNTANYA

SAM MUNTANYA may cancel or postpone an activity when the **minimum number of participants established for that activity is not reached**, provided that this minimum number was previously stated in the specific information for the activity.

It may also cancel or postpone an activity when, for safety reasons, due to weather conditions, the state of the terrain, environmental conditions, **restrictions or prohibitions on access to natural areas, instructions or measures adopted by the competent authorities**, incidents affecting access routes, or other objective, unforeseen circumstances beyond SAM MUNTANYA's control, it is not possible or advisable to carry it out under the planned conditions.

Whenever possible, the decision to cancel or postpone the activity will be communicated to participants as far in advance as possible.

In the event of cancellation by SAM MUNTANYA, persons who have paid for the activity will be entitled to a **100% refund of the amount paid**, unless they expressly accept an alternative offered by SAM MUNTANYA.

In the event of postponement, SAM MUNTANYA may offer a **new date to carry out the activity**. The participant may accept this new date or, if they are unable to attend, request a refund of the amount paid.

When it is necessary to modify the activity for safety reasons, weather conditions or other objective circumstances, but the activity can continue in a reasonably equivalent manner, the provisions of section 5 of this policy shall apply.

7. Suspension or interruption during the activity

Once the activity has started, SAM MUNTANYA may modify, shorten, interrupt or end the activity early when unforeseen circumstances make this necessary, particularly for safety reasons, weather conditions, the state of the terrain,



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environmental conditions or other objective circumstances that may affect the safe development of the activity.

These decisions will be made by SAM MUNTANYA taking into account the conditions existing at any given time and prioritising the safety of participants.

Whenever possible, efforts will be made to maintain the activity under reasonably equivalent conditions by adapting the route, duration or development of the activity.

When the activity has started and must be interrupted or ended early due to unforeseen circumstances, **a full or partial refund of the amount paid will not automatically be granted**. However, when the activity has not been substantially carried out in accordance with the planned characteristics, SAM MUNTANYA will assess the specific circumstances and, where appropriate, may offer a full or partial refund of the amount paid or a suitable alternative.

Under no circumstances may the participant demand that the activity continue when SAM MUNTANYA considers that doing so could pose a risk to their safety or that of the rest of the group.

8. Alternative activities and rescheduling

When an activity cannot take place on the scheduled date, **SAM MUNTANYA** may propose a **new date to carry out the same activity** or, where appropriate, an **alternative activity with similar characteristics**.

The participant may accept the rescheduling proposal or the alternative activity.

If the participant **cannot or does not wish to accept the new date or the alternative activity proposed by SAM MUNTANYA**, when such proposal is made as a result of a cancellation or postponement by SAM MUNTANYA, they will be entitled to a **100% refund of the amount paid**.

Any change of date or activity must be communicated to participants as far in advance as possible, whenever circumstances allow.

Rescheduling or proposing an alternative activity shall not limit the rights legally afforded to the participant.



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9. Procedure for requesting a refund

When, in accordance with this Cancellation and Refund Policy, a refund is due at the request of the participant, they must communicate the cancellation or request the refund from **SAM MUNTANYA** through the available contact channel.

The communication must include, at a minimum:

- First name and surname of the participant.
- Name of the activity.
- Scheduled date of the activity.
- Reason for the refund request, when necessary to determine the applicable conditions.

SAM MUNTANYA may request the information necessary to verify the registration and corresponding payment.

In cases where the refund is due as a result of a **cancellation or postponement by SAM MUNTANYA**, the participant will not be required to submit a specific refund request. SAM MUNTANYA will communicate the relevant instructions and proceed with the refund of the applicable amount in accordance with this policy.

In cases of cancellation by the participant, once the communication has been received and verified, SAM MUNTANYA will inform them, where necessary, whether a refund is applicable and of the corresponding amount.

10. Refund period and method

When a refund is due, **SAM MUNTANYA** will refund the corresponding amount within a maximum period of **14 calendar days**.

In cases of cancellation or postponement by **SAM MUNTANYA**, the period will begin to run from the date on which the cancellation or postponement is communicated to the participant.

In cases of cancellation by the participant, the period will begin to run from the confirmation by **SAM MUNTANYA** that the refund is applicable and of the corresponding amount.

The refund will be made, whenever possible, using the **same payment method used to make the payment**, unless the participant and SAM MUNTANYA expressly



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agree on another method of refund.

SAM MUNTANYA will not apply any fee or charge for processing the refund when it

is due in accordance with this policy.

The refund period may, where necessary, be subject to the processing times of the relevant bank or payment system used.

11. Consumer rights

This Cancellation and Refund Policy shall apply without prejudice to the **rights legally afforded to consumers and users** in accordance with the applicable regulations.

None of the conditions established in this policy shall be interpreted as a waiver, limitation or exclusion of the rights recognised to the participant by law.

In the event of any discrepancy between any provision of this policy and an applicable mandatory legal provision, the latter shall prevail.

12. Acceptance of the policy

Before completing the registration, the participant will have had access to this Cancellation and Refund Policy and will have been able to consult its contents before completing the registration.

At the time of completing the registration, the participant must expressly declare that they have read and accept this Cancellation and Refund Policy.

Acceptance of this policy implies knowledge of the conditions applicable to cancellations, modifications, postponements and refunds relating to the booked activity.

Acceptance of this policy does not imply the waiver of any rights legally afforded to the participant.



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13. Regulatory framework

This Cancellation and Refund Policy shall be interpreted and applied in accordance with the applicable regulations governing the activities and services provided by **SAM MUNTANYA**.

In particular, this policy shall be governed, where applicable, by **Royal Legislative Decree 1/2007 of 16 November, approving the consolidated text of the General Law for the Defence of Consumers and Users and other complementary laws**, particularly with regard to pre-contractual information, distance contracts, confirmation of contracts, contractual terms and protection against unfair terms.

For these purposes, where applicable, particular relevance shall be given to **Articles 60, 61, 62, 63, 82, 85 to 87, 97, 98, 102 and 103.I** of Royal Legislative Decree 1/2007.

The application of the rules relating to the right of withdrawal shall be determined in accordance with the conditions and exceptions provided for by law, including, where applicable, the exception provided for services related to leisure activities that have a specific date or period of performance.

The rest of the applicable Spanish and Catalan legislation shall also apply depending on the specific nature of the activity and services provided.

In the event that any provision of this policy is incompatible with a mandatory legal provision, the latter shall prevail.