

## General terms and conditions

July 2021

The following General Terms and Conditions govern the legal relationship between MIONDA PORTUGAL - VIAGENS E TURISMO LDA (hereinafter referred to as "MIONDA"), a company with its registered office at Rua da Liberdade, Edifício Atrium, Bloco D, Apartamento 201, 8400-342 Lagoa, Municipality of Lagoa e Carvoeiro, County of Lagoa, District of Faro, Portugal, registered in the Commercial Register and with the Tax Office under the tax number (NIPC) 515742562, with a business capital of EUR 6'000. 00 (six thousand euros), operating license number (RNAVT) 8865 and the customer.

### 1. Booking

**1.1** With the verbal, written, telephonic or electronic booking of any offer, the client acknowledges and accepts all the General Terms and Conditions mentioned here. The booking by the client and the resulting obligations also apply to all participants listed in the registration.

**1.2** Also, at the same time, the customer agrees that MIONDA may transfer personal data (surname, first name, Date of birth, e-mail address, telephone number, the number of the passport or other identification document and its validity, and the tax identification number) to its service providers (accommodation, car rental, activity providers, etc.), with the sole purpose of using the transmitted data directly or indirectly related to the service fulfilment.

### 2. Confirmation / terms of payment

**2.1** The booking of the offer becomes MIONDA only binding when this has been confirmed in writing to the customer.

**2.2** Upon issuance and delivery of the invoice to the customer, payment of 100% of the total amount is due immediately. If the deposit is not paid within 7 working days, MIONDA reserves the right to cancel the booking.

**2.3** All payments are to be made by bank transfer to MIONDA according to the payment details shown on the invoice. Credit cards, traveler's checks or other means of payment are not accepted.

### 3. Rebookings / changes

**3.1** For all changes and adjustments to the booking requested by the customer, MIONDA reserves the right to charge a change fee. This depends on the respective expenditure and amounts to at least EUR 20.00 and at most EUR 100.00.

**3.2** Any change requests must be made in writing and must be submitted by the 60th day before the start of the trip or by the 14th day before the service is provided (for example, a photo shoot, private excursion or Portuguese course). Changes and rebookings arriving after this deadline will be considered a withdrawal from the contract and will be treated according to paragraph 6 of these conditions.

**3.3** The additional costs incurred due to changes and rebookings requested by the customer shall be borne in full by the customer.

**3.4** Shortening or postponing the trip will be treated and charged as a cancellation and not as a rebooking.

### 4. Changes in services, programs and prices

**4.1** The contractually agreed services result from the offer, the website as well as from further information documents or written communication between Mionda and the customer.

**4.2** For reasons of force majeure over which MIONDA has no control, it may be forced to change the conditions of the trip or the booked service. This includes in particular the itinerary of the trip or excursion as well as the location or the time of the service fulfilment.

**4.3** Obvious shortfalls on the invoice may be subsequently charged or refunded in favor of the customer, provided that reasons are given.

**4.4** MIONDA reserves the right to adjust prices in case of unforeseen changes such as currency fluctuations, increase in transportation costs, introduction or increase of government taxes or fees such as VAT, up to 14 days before the start of the trip or the service fulfilment. This must be communicated to the customer in writing.

### 5. Transfer of the booking

**5.1** The customer can transfer the booked trip or offer to another person, who will

then start the trip or offer in his place. For this, this person must meet all the conditions required for the trip or offer, the service providers included in the travel program or offer must accept the transfer and the customer must inform MIONDA in writing about the transfer at least 14 days before the start of the trip or offer.

**5.2** The transferor and the transferee are jointly responsible for the payment of the price listed in the invoice and the additional costs caused by the transfer.

### 6. Resignation / Cancellation / Refund

**6.1** The customer can withdraw from the trip or offer at any time in writing. Decisive for the calculation of any refund is the receipt of the cancellation notice by MIONDA. The customer will be refunded the payment made, less the following costs:

- up to 60 days before the start of the trip or offer: expenses of 50% of the total price
- up to 30 days before the start of the trip or offer: expenses of 80% of the total price
- 30 days and less before the start of the trip or offer: expense costs of 100% of the total price

**6.2** Cancellations for medical or family reasons (doctor's certificate required) can be covered by cancellation insurance. The respective conditions of the concluded insurance are decisive for the insured risks and benefits.

**6.3** If the customer does not use individual services during the trip or offer, which were offered to him in accordance with the regulations, for reasons that are attributable to him, the right to a refund is forfeited.

**6.4** MIONDA reserves the right to cancel an organized group trip or event if the required minimum number of participants has not been reached. Should this be the case, the customer will be informed of the cancellation in writing at least 14 days before the start of the trip.

**6.5** MIONDA reserves the right to cancel, postpone or combine an online Portuguese course with another course if the required minimum number of 7 participants is not reached. Should this be the case, the client will be informed of the cancellation or change in writing at least 14 days in advance.

## **7. Insurance and health regulations**

MIONDA recommends the customer to take out a cancellation and travel insurance with an appropriate insurance company, so that risks such as damage or loss of luggage and accidents are covered. The insurance coverage is the responsibility of the customer - the customer is neither insured by MIONDA nor by the individual service providers in any way. Health and accident insurance is mandatory.

## **8. Entry and exit regulations**

The customer is responsible for ensuring that the necessary entry and exit requirements (passport, visa, customs, foreign exchange and health regulations, insurance, luggage weight limits, Covid-19 regulations, etc.) are met.

## **9. Additional costs on site**

The prices refer explicitly only to the services listed in the offer program. It is possible that the customer will incur additional costs on site, such as local tourism taxes, meals (if not already included in the booking), excursions, surcharge for changing the room category or rental of the electronic toll collection system at the car rental company.

## **10. Liability**

**10.1** MIONDA is liable for the professional organisation and advice of the trip, excursion and offer as well as for a careful selection of the service providers. The liability of MIONDA is limited to the direct damage. Damages not directly attributable to MIONDA are excluded from liability. This applies in particular to hotel and accommodation changes, accidents, damage to persons or goods, losses or theft. If the trip or offer can not be carried out due to force majeure such as strikes, riots, war, official orders, failure of transportation, epidemics or other compelling reasons, so no claims can be made to MIONDA.

The customer is subject to the applicable laws of the host country and the host community. Neither MIONDA nor the government of the host or home country have the ability to protect a client from legal consequences in the case of drug abuse or other offenses. Furthermore, MIONDA assumes no responsibility for litigation of any kind.

**10.2** The liability of MIONDA for the assumed obligations is guaranteed by a liability insurance with FIDELIDADE, policy no. RC64394483 in the amount of EUR 75'000.00.

## **11. Complaints**

**11.1** Complaints must be made in writing within 20 days after the end of the trip or offer.

**11.2** Complaints can only be accepted if the customer has made the complaint to the service providers on site (accommodation, car rental, local agencies, etc.) during the trip and proof of the incident has been requested.

**11.3** In the event of culpable non-compliance with these above-mentioned obligations, subsequent claims are excluded.

**11.4** In accordance with the provisions of Law 144/2015 of 8 September, in its current version, the Customer may contact the following dispute resolution bodies:

a) Customer ombudsman of the travel and tourism agencies: [www.provedorapavt.com](http://www.provedorapavt.com)

b) Arbitration Commission for Tourism of Portugal: [www.turismodeportugal.pt](http://www.turismodeportugal.pt).

## **12. Image and Copyright Law**

**12.1** The contents of the e-books and Portuguese courses are subject to the copyright of MIONDA or the third parties listed. MIONDA owns all image rights to the photographs created. Unless otherwise agreed, the images purchased are for private and non-commercial use only. It is prohibited to copy, reproduce, sell, publish or pass on the contents to third parties in any form.

**12.2** No liability is assumed for the completeness, up-to-dateness, correctness and security of the e-books and Portuguese courses, and no claims can be made against MIONDA.

## **13. Insolvency**

In the event of MIONDA's insolvency, the customer may resort to the Travel and Tourism Guarantee Fund and contact the following entity:

Turismo de Portugal, I.P.

Rua Ivone Silva, Lote 6, 1050-124 Lisboa

Tel. 211 140 200 / Fax. 211 140 830

[info@turismodeportugal.pt](mailto:info@turismodeportugal.pt)

## **14. Documents and forms**

All documents and forms related to the booking form an integral part of these General Terms and Conditions.

## **15. Severability clause**

Should one of the above provisions become invalid, the remaining provisions shall remain unaffected.

## **16. Applicable law and place of jurisdiction**

The contractual relationship shall be governed by Portuguese law, excluding the conflict of laws rules. All disputes shall be settled by the Court of the District of Faro, Portugal.