

Booking Conditions Vila Mimosa Empreendimentos Turisticos Lda

Article 1 General conditions

Article 1, paragraph 1

- a. Vila Mimosa Lda, the company who offers to the public spa retreats
- b. Travel Agreement, the agreement with Vila Mimosa Lda towards the other party, commits to provide a pre-arranged travel and also the following services: accommodation and detox-program;
- c. Customer;
 - a. The other party of Vila Mimosa Lda
 - b. the person for whom the trip was arranged and who has accepted that arrangement, or
 - c. person to whom, analogue to Article 7, the legal relationship with Vila Mimosa Lda is transferred;
- d. Working days; Monday to Friday, excluding official holidays;
- e. Office hours, Monday to Friday from 09.00-19.00 hours;
- f. administrative costs, all costs Vila Mimosa Lda makes resulting from making, modifying or canceling the travel contract;
- g. Vila Mimosa and Casa Conmigo, the accommodations of Vila Mimosa Lda.

Article 1, paragraph 2

These conditions apply to all travel arrangements. Vila Mimosa Lda provides the entire holiday, including the detox treatment and the daily program.

Article 1, paragraph 3

The amounts publicized include, if applied, VAT.

Article 2 Travel Agreements

Article 2, paragraph 1

Accepting the offer of Vila Mimosa Lda by the customer concludes the agreement.

Article 2, paragraph 2

The offer of Vila Mimosa Lda is free and, if necessary, can be revoked. Revocation shall state the reasons. Revocation in order to correct any mistakes in the calculations is allowed; Revocation in order to increase the price must meet the requirements of Article 4.

Article 2, paragraph 3

Customers provide all information about him / herself that may be relevant for the conclusion or execution of the agreement.

Article 2, paragraph 4

Person acting on behalf of another person for the agreement is liable for all obligations that result from the agreement. The (other) client (s) is (are) responsible for his (their) own part.

Article 2, paragraph 5

Obvious mistakes and errors in a publication, newsletter, brochure or any messages on Internet sites don't bind Vila Mimosa Lda, nor can it be charged to Vila Mimosa Lda.

Article 2, paragraph 6

If the journey in the publication is stated in days, the day of departure and arrival are counted as whole days.

Article 2, paragraph 7

Vila Mimosa Lda has no responsibility for photographs and other information, if published under the responsibility of others.

Article 2, paragraph 8

Vila Mimosa Lda bears no responsibility for complaints against health because of an existing disease or conditions of which the customer already knew when booking or before departure.

Vila Mimosa Lda expects everyone to begin to the program healthy. Clients with health problems are asked to first consult their GP or specialist so the cure can be taken with no risk. The client agrees that participating in the health programs is at own responsibility.

Article 3 Payment

Article 3, paragraph 1

The deposit of 25% is due within 2 weeks after booking. The remaining amount has to be paid no later than 4 weeks before the day of departure. For late payment, the customer remains in default. He / she will be warned on behalf of Vila Mimosa Lda in writing or by telephone and has still the possibility to pay the amount due within 7 working days.

If even then the payment is not made, the agreement is considered to be canceled on the day of the failure. Vila Mimosa Lda is entitled to charge the corresponding cancellation costs.

Article 4 Rates

Article 4, paragraph 1

The published rates are per person unless otherwise indicated. This includes the services and facilities as listed in the publication.

Article 4, paragraph 2

The price is based on prices, levies and taxes at the time of publication.

Article 4, paragraph 3

As long as the entire fare has not been met, Vila Mimosa Lda has the right to increase the fare due to changes in taxes owed. Vila Mimosa Lda will indicate how the increase was calculated.

Article 4, paragraph 4

After payment of the fare Vila Mimosa Lda will not change the fare from 4 weeks to the day of departure.

Article 5 Documents

Article 5, paragraph 1

The customer needs to be in the possession of the required documents, such as a valid travel document.

Article 5, paragraph 2

If the customer, due to lack of any (valid) document, has to end the journey, all costs will be for his / her account.

Article 6 Modifications by the client

Article 6, paragraph 1

After the conclusion of the agreement, the customer can request to changes until 28 days before arrival. On condition that the customer meets the amended fare. In addition, he / she has to pay the administration fee of € 20, - per booking.

Article 6, paragraph 2

Regarding this request a decision will be made as soon as possible. Any refusal will be reasoned and notified to the customer. The customer can cancel the original agreement or maintain. In the last case, Article 8 applies. If, on the rejection of his / her request, any customer response is not forthcoming, Vila Mimosa Lda will keep to the original agreement.

Article 6, paragraph 3

Starting 28 days prior to arrival change will no longer be possible.

Article 7 substitution

Article 7, paragraph 1

Before the execution of the trip, another can replace the client. Therefore, the following conditions: a. the other client meets all the conditions regarding the contract, and b. The request shall be submitted within 14 days before departure.

Article 7, paragraph 2

The customer and the person who replaces him / her are severally liable to Vila Mimosa Lda for the payment of the fare and for the in Article 6 paragraph 1 modification and administration costs and any additional costs resulting from the change.

Article 8 Cancellation by the client

Article 8, paragraph 1

The agreement must be canceled at Vila Mimosa Lda. In this case, the fee of € 20, - has to be paid.

General (1.1):

a. Cancellation from the 28th day (inclusive) until the 14th day prior to departure, 50% of the fare; b. Cancellation from the 14th day (inclusive) until the day of arrival or later: the full amount.

Article 8, paragraph 2

In case no cancellation occurs, but the customer prefers the substitution, Article 9 shall apply.

Article 8, paragraph 3

A cancellation by a customer will only be dealt with during office hours on weekdays. Cancellations that occur outside office hours are deemed to be effected on the next business day.

Article 9 Modification, possibly followed by termination by Vila Mimosa Lda

Article 9, paragraph 1

Vila Mimosa Lda is entitled to change the agreed services on one or more key points if circumstances require. Circumstances are circumstances that are of such a nature that further alignment of Vila Mimosa Lda cannot be demanded of him. If the cause of the change can be attributed to the customer, the resulting damages will be charged to the customer. If the cause of the change can be attributed to Vila Mimosa Lda, the resulting damage will be on behalf of Vila Mimosa Lda. Whether this is the case, will be determined on the basis of the provisions of Article 10. If the cause of the change is neither the customer nor Vila Mimosa Lda, the damage

will be allocated to the two parties each for their own damages, as specified in Article 11

Article 10 Liability and Force Majeure

Article 10, paragraph 1

Vila Mimosa Lda is obliged to implement the agreement as reasonably expected by the customer.

Article 10, paragraph 2

If the trip is not in conformity with the expectations referred to in paragraph 1, Vila Mimosa Lda is obliged to compensate any damage, unless the failure is not the responsibility of Vila Mimosa Lda because: a. the failure to implement the agreement is attributable to the customer, or

b. the failure to implement the agreement could not be foreseen or could not be removed and is due to third party unconnected with the provision of services included in the travel involved, or c. the failure to implement the agreement due to an event that Vila Mimosa Lda or the person assisting in performing the contract, with all due care could not foresee or remedy, or

d. the failure of the implementation of the agreement due to force majeure referred to in paragraph 3 of this article.

Article 10, paragraph 3

Force majeure means unusual and unforeseeable circumstances beyond the control of the person who relies on this and whose consequences could not be avoided.

Article 11 Assistance and support

Article 11, paragraph 1

Vila Mimosa Lda is obligated, according to the circumstances, to support and assist the customer if the trip fails to meet the expectations that the customer under the agreement could reasonably have. The resulting costs are borne by Vila Mimosa Lda, if the failure to implement the agreement under the second paragraph of Article 10 is attributable.

If the cause is attributable to the customer, Vila Mimosa Lda is obligated to provide help and assistance only for could reasonably be demanded of him. The costs in this case are on behalf of

the customer.

Article 11, paragraph 2

If the trip is not as expected by the customer (on ground of the agreement could reasonably have) due to circumstances, which can be charged neither to the client nor to Vila Mimosa Lda, each party will bear its own loss.

Article 12 Liability Vila Mimosa Lda

Article 12, paragraph 1

When Vila Mimosa Lda under Article 10 is liable for the damage suffered by the customer, its liability will be limited according to the relevant laws and treaties.

Article 12, paragraph 2

If Vila Mimosa Lda is liable for loss of enjoyment to the customer, the compensation will not exceed the fare.

Article 12, paragraph 3

Notwithstanding the preceding paragraphs, the liability of Vila Mimosa Lda for property damage resulting from death or injury of the customer is limited to no more than three times the price, unless there is intent or gross negligence of Vila Mimosa Lda, in which case its liability is unlimited.

Article 12, paragraph 4

The exclusions contained in this article and / or limitations of Vila Mimosa Lda, or any other relevant service providers and their staff, unless the law is allowing this.

Article 13 Obligations of Customer

Article 13, paragraph 1

The customer is obligated to comply with all instructions of Vila Mimosa Lda and its staff to promote the proper execution of the trip and is liable for damage caused by his / her unlawful behavior.

Article 13, paragraph 2

The customer who makes such nuisance or burden so that a good implementation of the trip may be difficult, can be excluded by Vila Mimosa Lda. Any resulting costs will be borne by the customer, if and insofar as the effects of nuisance or trouble he / she is responsible. If and insofar as the cause of the exclusion cannot be attributed to the customer, a refund of the price or part of the price will be granted.

Article 14 Interest and collection costs

Customers that do not meet the financial obligation to Vila Mimosa Lda the outstanding amount has an interest of 1% for each month or part of a month of delay. Furthermore, he / she is obliged to pay extrajudicial collection costs equal to 15% of the claim, with a minimum of € 50.

Article 15 Complaints

Article 15, paragraph 1

A shortcoming in the implementation of the agreement referred to in Article 11, should be reported as soon as possible in the direction of Vila Mimosa, or his / her replacement, so that a solution can be made. If the deficiencies are not resolved within a reasonable period or affect the quality of the journey, it must immediately be reported to Vila Mimosa Lda info@vitaliseportugal.nl.

Article 15, paragraph 2

If the defect should still fail to satisfy the customer satisfaction and gives rise to file a complaint, the customer must do this as soon as possible in writing to Vila Mimosa Lda. Vale Rabelho, 8200-428 Albufeira Galé, Portugal. If the complaint is not satisfactorily resolved, it must be submitted within one month after returning in writing and submitted to Vila Mimosa Lda. Vale Rabelho, 8200-428 Albufeira Galé, Portugal.

Article 15, paragraph 3

The customer has the right to go to courts. This action shall expire one year after the trip as stated in the agreement. If the trip did not take place it is still one year after the original departure date or one year after arrival, as specified in the contract.

Article 16 Vila Mimosa & Casa Connigo

Article 16, paragraph 1

Vila Mimosa and Casa Connigo are resorts and not clinics.

Climate, electrical disturbances and other unpleasantness, including technical malfunctions that may occur, and any other unforeseen circumstances cannot be held responsible to Vila Mimosa Lda. The unpleasantnesses will be resolved by Vila Mimosa Lda in all fairness and customer satisfaction.

Article 16, paragraph 2

On the travel agreement Portuguese law is applicable.