

ProNature Travel Terms & Conditions

All bookings made through the websites www.promallorca-ecoturismo.es or www.pronaturetravel.com are accepted in accordance with the ProNature Travel Terms & Conditions set out in this document.

Both previously mentioned web pages are owned by the "Fondo para la Conservación del Buitre Negro" (BVCF) and in collaboration with the "Mediterranean Wildlife Conservation Foundation" (FVSM) and are managed by ProNature Travel (PNT). PNT is the ecotourism department of the BVCF and the FVSM and was developed as a joint project of both foundations. When PNT is used in this document it automatically refers to its legal responsible entities: BVCF and VIF.

PNT is responsible for the development and promotion of the products as presented on both websites, organization of related excursions to protected areas in Mallorca, visits to the Mediterranean Wildlife Conservation Centre and communication with the clients.

For all products related to the tourism packages such as bookings, combined holidays and all connected payments the agent is Viajes Isla Fortuna (VIF) S.A. (BAL 124) based in Balearic Islands, Spain. Carrer Médico Llopis 21, 07470 Puerto Pollença, Registered in the chamber of commerce of Mallorca 156/459/381/PM2578.

These Terms & Conditions are recognized by both organizations as appropriate and applicable for all combined products of PNT and VIF as presented to the public by means of previously mentioned web pages or any other promotional material that carries the official logo PNT.

All clients should read these Terms & Conditions and take their implications into account when making a reservation and payments.

Legislation applicable to Client contract and these Terms & Conditions

Both PNT and the clients agree upon the application of the following Spanish (And no other) laws to the client reservation, payment and contract: Ley 21/1.995, de 6 de Julio, de Viajes Combinados (B.O.E. 7-7-1.995), Ley 7/1.998, de 13 de Abril, sobre Condiciones Generales de la Contratación (14-4-98),), the **LOPD** (Ley Organica 15/1999 de 13 de diciembre de Protección de Datos de Carácter Personal) and Ley 26/1.984, de 19 de Julio, General para la Defensa de los Consumidores y Usuarios (B.O.E. 24-7-84) and actualizations like Real Decreto Legislativo 1/2007, de 16 de noviembre (B.O.E. nº. 287 de 30 de noviembre de 2007).

Liability and responsibility

PNT includes in all packages a special accident insurance covering days of excursion during your holiday. In case an accident occurs during your holidays in Mallorca the client can count on a reasonable assistance of the PNT team. In case you have a package in which a rental car is included, it always includes all risk insurance. Since transport to and from destination is not included in our services the client is personally responsible for adequate travel insurance during this activity. In addition we strongly recommend all clients that they contract travel insurance for outdoor activities. Clients will always be responsible themselves for any damage they may cause to third parties.

The liability of PNT, in the capacity of tour organizer, in cases of damage or injury, is regulated by the legislative agreements previously described. Such liability can in no case exceed the limits laid down in the international agreements and regulations. PNT can under no circumstances be held responsible for damage caused by a client's unauthorized or irresponsible action, or damage caused by third parties, natural disasters (also includes extreme bad weather) or occurrences over which PNT has no influence (including strikes, timetable alterations, etc.)

PNT is only responsible for conscientious travel preparations, careful selection and supervision of service providers, the correctness of service-descriptions, and the contractually correct provision of services. PNT is not liable for non-performance by the individual service providers.

Travel agreement

The **client data form** has to be filled in completely and correctly. The client solely will be responsible for mistakes and problems a incorrectly filled in **client data form** may cause during the reservation procedure.

By sending us the complete **client data form** the client also confirms that its physical shape allows the fulfillment of the program as set out the holiday program. Every product has been classified into 4 physical levels; the client can find them in the products' PDF or directly on the website. If you are not sure about this read the information in the chapter "Holiday levels" on the website. PNT can not be held responsible for physical incapacity of the clients resulting in injury or other problems during the holiday or excursion.

The PDF with the holiday description as presented on the website is a detailed description of the product and services that PNT offers to the client within the context of a specific holiday or excursion. PNT states that all information in the PDF is correct and that these Terms & Conditions are applied to its contents.

Holiday, excursion or reservation price

Real prices may vary slightly from the ones presented on the website, however, price difference will not surpass 10% of the indicated amount.

After having received the clients' solicitude of a reservation, PNT will verify availability and current prices of the selected products. Within a timeframe of 5 working days the client will receive an offer with actualized prices together with the **Clients data form**. In case that the client wishes to contract the service(s) offered it should fill out completely

and correctly the form and send it by email to PNT within the established timeframe, when this proceeds exceeding the established deadline PNT cannot guarantee the offered prices.

The **Clients Data form** filled out by the client is the official confirmation for request of our services. After PNT receives this form it will prepare the final invoice and send it to the client by email together with the **client confirmation form**. Prices and payment deadline stated in the invoice are fixed and cannot be changed. Once the client has signed the client confirmation form it must be send by email or fax to PNT within a time frame of 3 working days.

Flights

Since low costs flight prices are greatly fluctuating we prefer that the client makes their own flight reservation. Nevertheless we can offer this service if the client's wishes. Flight price will always be the valid price on the moment of purchasing the actual ticket and an additional administration fee of 15 Euro per person is charged.

Although we try to give you price estimation as exact as possible, 15% variation in the actual price is possible and will be the clients responsibility.

Reservation procedure

After submitting the booking form through the website the client will receive a confirmation by email, within 1 week he/she will receive a second email with details on the products you selected, availability and prices. In this same email the **client data form** is included; this has to be filled out by the client and send back to us. Once we receive this **client data form** the reservation is confirmed and cancellation policies will be applied.

Payment procedure

Invoice

The client will receive the final invoice from VIF by email, they will charge the invoice to you although verbal and written communication will be done by the PNT team. On this invoice you will find a **booking reference number** that will be used in our communication and should be indicated when making a payment.

Period of payment

If the date of invoice is more than 45 days in advance of the actual departure date the client has to pay a deposit of 20% of the total invoice amount within 48 hours after having received the final invoice from VIF. The resting 80% must be paid ultimately 45 days prior to departure date. These dates are all indicated on your invoice; of course the client can opt for paying the full amount at once. In the case where reservation is made 45 days or less prior to the departure date the full amount has to be paid.

Payment

Payment can proceed by means of an international bank transfer or by credit card.

International Bank transfer: After making the transfer to the account number as displayed on the invoice we would need the client to send us the bank confirmation by email within 2 working days after the payment. Please take into account that the transfer might take several days before it reaches Mallorca.

Credit card: Credit card type must be either Visa or MasterCard; other credit cards cannot be accepted. For payments by credit card an additional 1% of the final amount as shown on the invoice will be charged (this same amount will be charged by VIF from your bank). The client may write his card number and verification code by email (by means of the **client confirmation form**) or call us.

Personal credit card data is handled with great care and will be erased from our computer and administration directly after a successful payment.

Note: Flight tickets will always be charged to the clients' credit card at the moment when purchasing the flight; this payment is processed independently from the holidays invoice.

Cancellation by the client

In accordance with the Spanish law for Combined packages, the clients has the reight to cancel the contracted service at any omnet prior to departure date. In this case the client has to cover all possible costs made by PNT in the preparation of the contracted services.

When cancelling for any reason whatsoever, the following cancellation fees are applicable:

- Cancellation 60-45 days prior before departure date: 20 % of total amount
- Cancellation 44-30 days prior before departure date: 40 % of total amount
- Cancellation 29-15 days prior before departure date: 50 % of total amount
- Cancellation 14-5 days prior before departure date: 75 % of total amount
- Cancellation less than 5 days prior before departure date: 100% of total amount

Cancellation should proceed via email to info@pronaturetravel.com.

A no show for the client(s) at moment of departure of any kind of contracted service results automatically in a complete charge of the service price.

The client may cancel the reservation without any charge if:

- The final amount of the invoice differs more than 10 % from the initial offer
- If the departure date changes more than 2 days from the initial offer

Cancellation by ProNature Travel

PNT has the right to cancel or change any excursion due to extreme weather; causes logically out of the organization's reach, notification to the clients will proceed as fast as circumstances allow.

Alteration of the reservation or program

For any amendments to the reservation 45 days prior to the initial departure date, an administration fee of 40 Euro is charged. For any changes made in less than 45 days prior to departure, same administration fee is charged and PNT will try its best to make the adjustment but cannot guarantee any requested change.

Extension of the travel program by the client

If the client wishes to extend their stay in another accommodation or by means of any other kind of activity either prior or after their holidays as part of the travel agreement, PNT can not be held responsible for costs, insurance or organizational inconveniences this may cause.

Protection of personal data

The protection of the client's personal data is very important to us. In making a reservation, signing up for our newsletter or asking a question through the website, we will need to request some private information like name and address. This information will only be used in accordance with the LOPD (Spanish Law for Protection of Personal Data) for the purpose for which it is given and may only be passed on to service suppliers like hotels or transport companies to make the necessary reservations.

Once a customer of PNT services we will naturally contact the client with interesting travel news. Any other use of your personal data, or more specifically the commercial exploitation of your data by other companies, is explicitly forbidden.

The PNT website may contain links to other websites that may be of interest for you. We can not be held responsible in any way for the content of other sites you might access from our website and consultation of these websites is completely at your own risk.

Passport and Visa

A valid passport or travel document is necessary for all clients (including children and babies) resident of EU countries; non-EU residents should verify themselves for possible visa requirements when traveling to Mallorca. ProNature Travel is not responsible for any consequences of invalid travel documents.

Complaints and arbitration

In cases where the client considers that booked services and actually delivered services differ, it is the client's duty to immediately bring such discrepancy to the attention of the local service provider (hotel, tour leader, etc.), who will clear up the matter or, where this is impossible, provide the client with a statement as to the circumstances and details of the occurrence. This statement, together with the client's written complaint, must be forwarded to PNT by email within 15 days after the completion of the travel agreement.

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