

# **General terms and conditions**

Dear customers of PÁTIO,

We use all our knowledge and experience to make your holiday an unforgettable time. Agreements on mutual rights and obligations also contribute to this. PÁTIO is a quality brand of the company PÁTIO Turismo Unipessoal Lda. For this company, as your contractual partner in the case of booking, the name is PÁTIO. The following travel conditions are therefore part of a travel contract with the company PÁTIO Turismo Unipessoal Lda. Please read these terms and conditions carefully before booking.

## **1. Conclusion of the travel contract; Details at the time of booking**

### 1.1. For all bookings applies:

- a) The base of the PÁTIO offer and the booking of the customer are the travel descriptions and additional information as far as these are available to the customer at the time of booking.
- b) Travel agents are not authorised by PÁTIO to make agreements, provide information or make any assurances that change the agreed content of the travel contract, go beyond the travel description or the services contractually agreed by PÁTIO or even contradict them.
- c) Information in hotel guides and similar directories is not binding for PÁTIO, unless they have been made part of PÁTIO's obligation to perform an agreement with the traveler.
- d) The customer is obliged to provide complete and truthful information on all requested and relevant circumstances for the holiday as part of his booking (travel registration). Incorrect or incomplete information may lead to the termination of the travel contract by PÁTIO in accordance with the provision in Section 9.2.
- e) If the content of the booking confirmation differs from the content of the booking, it means a new offer from PÁTIO. The contract is concluded on the basis of this new offer, if the customer declares the acceptance of the travel services and pays.
- f) The customer making the booking, is liable for the contractual obligations of all travellers for whom he makes the booking, as for his own.

### 1.2 For the booking, which takes place in writing or by e-mail, the following applies:

- a) With the booking the customer offers PÁTIO the conclusion of a binding travel contract.
- b) The contract is concluded upon receipt of the booking confirmation of PÁTIO by e-mail or letter.

### 1.3 For bookings made via the Internet (contract in electronic commerce), the following applies to the conclusion of the contract:

- a) The traveler gets explanations concerning the process of online booking in the corresponding website of PÁTIO.
- b) The customer has the option to correct his entries, to delete or to reset the entire online booking form. A correction option is available.

c) The contract languages offered for the online booking are indicated. Only German, Portuguese and English languages are legally relevant.

d) Insofar as the contract text of PÁTIO is stored in the online booking system, the customer will be informed about this storage and the possibility of later retrieval of the contract text.

e) By clicking on the button "book now / zahlungspflichtig buchen / reservar agora" the customer offers PÁTIO the binding conclusion of the travel contract. The traveler is immediately informed with the electronic receipt of his booking.

f) The transmission of the contract offer by pressing the button "book now / zahlungspflichtig buchen / reservar agora" does not constitute a claim of the customer to the conclusion of a travel contract according to his booking information. Rather, PÁTIO is free in its decision to accept the contract offer of the customer or not.

g) The contract is concluded upon receipt of the booking confirmation and invoice ,from PÁTIO.

1.4. PÁTIO points out that there is no right of withdrawal only the cancelation rules.

## **2. Payment**

2.1. After conclusion of the contract, the customer receives the invoice which is due immediately.

2.2. As far as PÁTIO is willing and able to provide the contractual travel services and no legal or contractual right of retention of the customer is given, without full payment of the travel price there is no claim to the use of travel services or delivery of the travel documents.

2.3. If the customer fails to pay in accordance with the agreed terms of payment, PÁTIO shall be entitled to withdraw from the travel contract after a reminder with a deadline and to charge the customer with cancellation costs in accordance with Section 5.

2.4. PÁTIO can charge up to € 25, - for additional dunning costs.

## **3. Change of travel services**

3.1. Changes to essential travel services from the agreed content of the travel contract, which become necessary after conclusion of the contract and were not brought about in good faith by PÁTIO, are only permitted if the changes are not significant and do not affect the overall layout of the trip.

3.2. Any warranty claims remain unaffected, as far as the changed services are flawed.

3.3. PÁTIO is obligated to inform the customer about significant changes in service immediately after becoming aware of the reason for the change.

3.4. In the event of a substantial change in a substantial travel service, the customer is entitled to withdraw from the travel contract free of charge or to demand participation in an at least equivalent trip, if PÁTIO is able to offer such travel for the customer at no extra cost. The customer must assert these rights immediately after the declaration of PÁTIO.

## **4. Price increase**

PÁTIO reserves the right to change the price agreed in the travel contract accordingly in case of extraordinary price increases. An increase in the travel price is only permitted, if there are more than 4 months between the conclusion of the contract and the agreed travel date and the circumstances leading to the increase did not occur before the conclusion of the contract and were not foreseeable.

In the event of a subsequent change in the price of the trip, PÁTIO must immediately inform the customer of the reason for the change. For price increases of more than 5%, the customer is entitled to withdraw from the travel contract without any fees. The customer must announce the withdrawal immediately after PÁTIO's notification of the price increase.

### **5. Cancellation by the customer before departure / cancellation costs**

5.1. The customer can withdraw from the trip at any time prior to departure. The resignation must be declared in writing to PÁTIO at the address indicated in these conditions. If the trip was booked through a travel agency, the withdrawal can also be explained to the travel agency.

5.2. If the customer steps back before the start of the journey or if he does not start the journey, PÁTIO loses the right to the travel price. Instead, as far as the resignation is not in the responsibility of PÁTIO or due to a case of force majeure, PÁTIO can demand adequate compensation for the travel arrangements just made and the expenses depending on the respective travel price.

5.3. PÁTIO has graded this compensation claim in time, means taking into account the closeness of the date of withdrawal the travel contract, as a percentage of the travel price and taking into account any expenditure saved when calculating the compensation. The compensation will be calculated as follows after receipt of the customer's declaration of withdrawal:

until the 60th day before departure 20%; from the 59th-22nd day before departure 50%; from the 21st-10th day before departure 80%; less than 10 days before departure and no-show 100% of the tour price.

5.4. In any case, the customer can give a prove to PÁTIO that it has incurred no damage at all or much less than the lump sum demanded by it.

5.5. PÁTIO reserves the right to demand a higher compensation above lump sums, provided that PÁTIO can prove that it has incurred considerably higher expenses than the applicable cancellation fees.

5.6. The customer can provide a suitable substitute participant at any time.

### **6. Booking Changes**

6.1. A claim of the customer after conclusion of the contract for changes regarding the travel date, the travel destination, the place of travel, the accommodation or the mode of transport does not exist. If a rebooking is possible and is still carried out at the customer's request, PÁTIO may charge a

rebooking fee of € 30 up to the 60th day of the cancellation stage stated in the cancellation fees.

6.2. Rebooking requests of the customer, which are made later, can be, if they are possible at all, only after resignation of the travel contract in accordance with Section 5 to the conditions specified there and a simultaneous re-registration. This does not apply to rebooking requests that cause only minor costs.

### **7. Unused service**

If the customer does not use individual travel services duly offered to him for personal reasons (for example due to early return or for other compelling reasons), he has no claim to a pro rata refund of the travel price.

### **8. Resignation due to non-achievement of minimum number of participants**

PÁTIO may withdraw if a minimum number of participants is not reached in accordance with the following provisions:

a) The minimum number of participants and the latest date of cancellation by PÁTIO must be specified in the specific travel advertisement.

b) PÁTIO must indicate the minimum number of participants and the latest withdrawal period in the booking confirmation.

c) PÁTIO is obliged to immediately notify the traveler of the cancellation of the trip, if it is established that the journey will not be carried out due to the minimum number of participants having failed to reach it.

d) A cancellation of PÁTIO later than 4 weeks before departure is not permitted.

e) In the event of a cancellation, the customer may request to participate in an at least equivalent other trip if PÁTIO is in a position to offer such a journey from its offer at no extra cost to the customer. The customer must assert this right immediately after the cancellation of the trip by PÁTIO. If the trip is not carried out for this reason, the customer will receive back payments made on the travel price without delay.

### **9. Termination for personal behaviour reasons**

9.1. PÁTIO may terminate the travel contract without notice, if the customer disturbs sustainably despite a warning from PÁTIO or if he behaves contrary to the contract to such an extent that the immediate cancellation of the contract is justified.

9.2. Termination is particularly permissible if it proves that the customer has made false statements about his personal circumstances, in particular his weight, his equestrian training and his equestrian skills and thereby put at risk himself, the co-travellers or the realisation of the trip gets difficult or risky. The same applies, if the customer culpably violates professionally recognised equestrian rules in the field of equipment, safety measures or the handling of the horse.

9.3. If PÁTIO terminates, it reserves the right to the travel price; however, it must credit the value of the saved expenses and any benefits deriving from any other use of the unused service, including any sums reimbursed by the service providers.

**10. Duty of the customer to report a defect during the journey; Termination of the travel contract by the customer**

10.1. The traveler is obliged to immediately report any defects of the journey to PÁTIO using the contact details given below. Claims of the traveler shall not be canceled, if the complaint due to the traveler is omitted without fault.

10.2. If the trip is significantly affected by a lack of travel, the traveler may terminate the contract. The same is valid if, as a result of such a defect, the journey can not reasonably be realised by him for a good reason. Termination is only permissible, if PÁTIO received a reasonable period of time specified by the traveler to change the situation. It is not necessary to set a time limit if the remedy is impossible or denied by PÁTIO or its agents, or if the immediate termination of the contract is justified by a particular interest of the traveler.

**11. Limitation of liability**

The contractual liability of PÁTIO for damages is limited to the legal conditions in Portugal.

**12. Time-limited assertion of claims of the customer after the end of the journey; Limitation of claims of the customer**

Claims for non-contractual realisation of the travel needs to be delivered from the customer within one month of the contractual date of termination of the journey.

**13. Choice of law and jurisdiction**

For customers, exclusively the Portuguese law is agreed for the entire legal and contractual relationship between the customer/traveler and PÁTIO. The place of jurisdiction is Horta, Faial, Portugal.

**Tour operator: PÁTIO Turismo Unipessoal Lda.**  
**Travel Brand: PÁTIO**  
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