

## GENERAL TERMS & CONDITIONS FOR CuraVista Global™ RELIGIOUS TOURISM

### 1. INTRODUCTION

This document sets forth the comprehensive General Terms & Conditions ("Terms & Conditions" or "Agreement") for a religious tourism business offering all-inclusive pilgrimage packages from India to Portugal and Spain. These packages are specifically designed for South Indian Christian parish groups and include roundtrip international flights, hotel accommodations with breakfast, ground transfers, guided pilgrimages to sites such as Fatima, Santarém, Braga, Santiago de Compostela, Zaragoza, and Madrid, as well as daily Mass arrangements. The Terms & Conditions herein are drafted in accordance with the highest standards of professional legal language, ensuring clarity, completeness, and compliance with both Indian and European (notably Portuguese and Spanish) legal frameworks. They address booking and payment policies, cancellation and refund terms, travel insurance, visa and documentation responsibilities, health and fitness requirements, liability disclaimers, force majeure, conduct expectations, data protection (GDPR and Indian DPDPA), consumer rights, and other critical areas relevant to international religious tourism services.

### 2. FRAMEWORK

- 2.1. These General Terms & Conditions (**GT&C**) establish the overarching legal framework governing all transactions between **Blooming Venus Private Limited**, hereinafter referred to as **CuraVista Global™**, and its clients ("Client"), whether for goods, services, or digital content.
- 2.2. The **GT&C** may be supplemented by service-specific addenda ("Service Addenda") that detail unique requirements agreed between **CuraVista Global™** and the Client. In the event of conflict or lack of definition, the Service Addenda shall prevail for the relevant service.
- 2.3. Each "Order" or "Booking" referring to our Religious Tourism Services is governed by these **GT&C** and any applicable Service Addenda, forming a binding contract upon acceptance by both parties.

### 3. Definitions

#### 3.1. Definitions

- 3.1.1. **Company:** refers to the religious tourism business organizing and operating the pilgrimage packages.
- 3.1.2. **Client or Pilgrim:** refers to any individual or group (including parish groups) booking or participating in the pilgrimage package.
- 3.1.3. **Supplier:** refers to third-party providers of flights, hotels, ground transport, guides, and other services included in the Package.
- 3.1.4. **Force Majeure:** refers to events beyond the reasonable control of the Company, as further defined in Section 10.
- 3.1.5. **Personal Data:** refers to any information relating to an identified or identifiable individual, as per GDPR and DPDPA.
- 3.1.6. **Contract:** The contract for intermediate and provides services for its customers.
- 3.1.7. **Company:** all our services are offered under the brand name CuraVista Global™, owned and operated by **BLOOMING VENUS PRIVATE LIMITED**, duly incorporated in the State of Kerala, India and our sister company in in Portugal **REVITALIZANTESFERA, LDA.**, a Portuguese Limited Liability Company, duly incorporated and registered with the Portuguese Commercial Registry.
- 3.1.8. **Order or Booking:** means any confirmed request for Religious Tourism services, including but not limited to flight tickets, hotel reservations, breakfast and transportation.
- 3.1.9. **Services:** All activities performed by CuraVista Global™ in connection with the facilitation of religious tourism services, including but not limited to advisory, scheduling, insurance support, visa facilitation, travel and accommodation arrangements and digital platform access.
- 3.1.10. **Service Addenda:** detail unique requirements agreed between CuraVista Global™ and the Client.
- 3.1.11. **Package:** A bundled offering of Religious Tourism services, travel, accommodation, and ancillary services as described in the Client's booking confirmation.
- 3.1.12. **Digital Platform:** CuraVista Global's™ online systems, including its website, CRM, booking engine and other digital tools.
- 3.1.13. **Data Protection Laws:** All applicable data protection and privacy laws, including the EU General Data Protection Regulation (GDPR), Portuguese Law no. 58/2019, and India's Digital Personal Data Protection Act (DPDP), 2023.
- 3.1.14. **Intellectual Property:** includes all patents, trademarks, copyrights, trade secrets, and related rights of CuraVista Global™.
- 3.1.15. **Confidential Information:** means all non-public information disclosed in connection with the services and contract.

#### 3.2. Scope

These Terms & Conditions apply to all bookings and participation in the Company's pilgrimage packages departing from India to Portugal and Spain. By booking or participating in the Package, the Client agrees to be bound by these General Terms & Conditions.

## CuraVista Global™

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#### 4. ROLES AND RESPONSIBILITIES

##### 4.1. Blooming Venus (Indian Intermediary)

###### 4.1.1. Advisory and Coordination

**CuraVista Global™** shall:

- 4.1.1.1. Provide Clients with information on available pilgrimage options in Portugal and Spain.
- 4.1.1.2. Facilitate pre-trip planning with Portuguese and Spanish Service Providers.
- 4.1.1.3. Coordinate bookings and logistics as per the agreed Package.
- 4.1.1.4. Ensure that all Portuguese and Spanish Service Providers are appropriately accredited and meet **CuraVista Global's™** quality standards.
- 4.1.1.5. Provide support in English and cultural mediation.
- 4.1.1.6. Ensure compliance with applicable EU, Portuguese and Spanish consumer protection and data protection laws.

###### 4.1.2. Transparency and Information

**CuraVista Global™** shall:

- 4.1.2.1. Disclose all relevant information regarding the Package, including pricing, inclusions, exclusions, and risks.
- 4.1.2.2. Provide clear terms regarding payment, cancellation, and refund policies.
- 4.1.2.3. Inform Clients of their rights and obligations under these GTCs.

###### 4.1.3. Data protection

**CuraVista Global™** shall:

- 4.1.3.1. Process Client personal data in accordance with Indian Data Protection Regulation and other applicable data protection laws.
- 4.1.3.2. Implement appropriate technical and organizational measures to safeguard personal data.
- 4.1.3.3. Ensure that any cross-border data transfers to Portugal and Spain comply with Indian Data Protection requirements.

###### 4.1.4. Limitation of Role

**CuraVista Global™** does not:

- 4.1.4.1. Assume liability for the acts or omissions of Portuguese or Spanish Service Providers or third-party providers, except as expressly provided by law.

##### 4.2. Portuguese and Spanish Service Providers

###### 4.2.1. Service Delivery

Portuguese and Spanish Service Providers are solely responsible for:

- 4.2.1.1. The provision of all pilgrimage related services, as per agreed package.
- 4.2.1.2. Compliance with all applicable EU, Portuguese and Spanish laws, regulations, and Standards.
- 4.2.1.3. Obtaining informed consent from Clients prior to any pilgrimage.
- 4.2.1.4. Ensuring the safety, quality, and appropriateness of all services provided.
- 4.2.1.5. Maintaining confidentiality and privacy of all Clients in accordance with all applicable EU, Portuguese and Spanish laws, regulations, and Standards.

###### 4.2.2. Communication and Documentation

Portuguese and Spanish Service Providers Shall:

- 4.2.2.1. Provide CuraVista Global and the Client with clear, accurate information regarding the pilgrimage, risks, costs, and alternatives.

#### 5. SCOPE OF SERVICES.

##### 5.1. Intermediation and Facilitation

**CuraVista Global™** acts solely as an intermediary and facilitator between the Client and European Service Providers. **CuraVista Global™** does not itself provide transport, accommodation or flight tickets.

## 5.2. Treatment Packages

The Services provided by **CuraVista Global™** may include, as agreed with the Client:

- 5.2.1. Pre-trip planning support in India.
- 5.2.2. All pilgrimage packages offered by **CuraVista Global™** is for 1 (one) individual adult.
- 5.2.3. The packages cannot be exchanged, substituted or combined with any other promotion or offer
- 5.2.4. Prices mentioned on the website, if any, can change without notice.
- 5.2.5. The package cannot be altered.
- 5.2.6. After the initial request, **CuraVista Global™** will quote you the cost of the trip, which will be only valid for 60 days after the day the quote was submitted to the Client. The quotation will include the detailed costs for Travel Arrangements, Accommodation, chosen Recreational Programs, if any, travel insurance, medical insurance and other aspects of the Client's stay.
- 5.2.7. However, if a deposit of 20%, or more, is received the quote will be locked for 6 months. The quotation will include only the services detailed in it.
- 5.2.8. Before the traveling to Portugal/Spain you are required to pay the chosen package in full. This includes Travel Arrangements, Accommodation and Recreational Programs and other aspects of the Client's stay.
- 5.2.9. **CuraVista Global™** reserves the right to modify the scope of services to comply with applicable laws or regulations, upon reasonable notice to the Client.
- 5.2.10. Excluded services or limitations shall be specified in the Order, Contract or Service Addenda

## 5.3. Personal information

- 5.3.1. The Client agrees that all given information is true.
- 5.3.2. The Client agrees to convey to **CuraVista Global™** all relevant information needed for the trip and/or legal required, are such as medical reports, medical history and personal information.
- 5.3.3. If the Client misrepresents himself/herself, **CuraVista Global™** is not responsible and the Client is liable for all legal fees.

## 5.4. Tickets

- 5.4.1. CuraVista will not reserve and book any trip, airplane tickets and accommodation until the e-visa is issued and a copy, sent by the Client, is received by **CuraVista Global™**.

## 5.5. Reception

- 5.5.1. Every guest and her/his companion will be received by our personnel at the destination international airport in Portugal or Spain right after luggage pick up.

## 5.6. Transfer

- 5.6.1. Our transfer from/to airport at the destination, will be provided by us or through our sister **CuraVista Global™**. The transfer between hotel and other city transfers may be with any car and can differ from the vehicle used for the transfer from and to the airport.
- 5.6.2. **CuraVista Global™** does not provide transfer services to the Client and individuals signed with **CuraVista Global™** inside India.
- 5.6.3. Any person that has not been registered for transfer and accommodation must pay the fee and any charges deriving from such changes.
- 5.6.4. If The Client has more than 1 (one) suitcase and one carry-on, the extra fee of transferring the belongings will be with the Client.

## 5.7. SIM Card

- 5.7.1. **CuraVista Global™** provides on request and against a fee, a Portuguese SIM-Card for the duration of the stay
- 5.7.2. The SIM-Card provided to the Client by **CuraVista Global™** and the data and minutes loaded on the SIM-Card, is limited to the duration of the stay.
- 5.7.3. Necessary recharge of the SIM-Card is of the responsibility and cost of the Client.
- 5.7.4. The minutes, text messages and data are under the laws and regulations of Portugal and any misuse of the SIM-Card is of the responsibility of the Client and **CuraVista Global™** will not be held liable.

## 5.8. Accommodation

- 5.8.1. The accommodation(s) included in the packages packages by **CuraVista Global™** is subject to change based on the following factors:
  - 5.8.1.1. The hotel/accommodation cannot be changed or cancelled prior to the Client's arrival. If the Client cancels the trip or changes the hotel/accommodation for any reason, the Client is responsible for paying one night or a cancelation fee.

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- 5.8.2. The check-in time is after 14:00 hours (local time) and check out time is until 12:00 hours, noon (local time).
- 5.8.3. If for any reason the check-in/out is not within the given time, hotel/accommodation charges are applied, and the Client is responsible for these charges.
- 5.8.4. If the Client causes damage or uses any services which carry a fee, the Client is responsible to pay for these damages and fees to the hotel/accommodation before vacating.

**5.9. Tour guide**

- 5.9.1. In certain cases, **CuraVista Global™** can assign, on request, an English speaking tour guide.

**5.10. Liaison**

- 5.10.1. We assign to our Client and her/his companion, if any, a local **CuraVista Global™** contact, which can be contacted at any time in case any issue arises. In case of any problem, he will come to you in a reasonable time and handle it.
- 5.10.2. The liaison is intended as an active support to the Clients and companions, if any, but he is not a servant or for full time presence, he is not to be used for food deliveries, errands, porter tasks, etc. **CuraVista Global™** will not accept any type of disrespectful treatment of their liaisons.

**5.11. Meals/Food**

- 5.11.1. If the Client has any requirements or allergies to certain foods or has different dietary demands, due to food allergies, or such as vegan or vegetarian, he or she must inform in writing **CuraVista Global™** at time of trip arrangements and any charges for such requirements is of the responsibility of the Client.
- 5.11.2. **CuraVista Global™** is not responsible for Client's meals or food during stay in Portugal or Spain, unless was previously stated and agreed by **CuraVista Global™** and the Client.

**5.12. Change of Trip Plan**

- 5.12.1. The Client cannot change or withdraw from the established trip without informing **CuraVista Global™** in writing.
- 5.12.2. If the Client leaves or withdraws during the trip, **CuraVista Global™** carries no responsibility for the Client's safety concern, and the deposit or amount that has been paid prior to leave or withdraw will not be refunded.

**5.13. Currency**

- 5.13.1. Our charges in India are always Indian Rupees
- 5.13.2. Charges in Portugal or Spain will be in Euros.
- 5.13.3. We do not offer currency exchange services.

**5.14. Insurance**

- 5.14.1. For all our Clients and their companions, if any, traveling with **CuraVista Global™** complimentary travel insurance will be issued.
- 5.14.2. For all our Clients receiving treatments, complimentary medical insurance will be issued
- 5.14.3. To read and view the content of our insurance policy, please visit our Insurance and Guarantee Policy page.

**6. EXCLUSIONS OF SERVICES**

**6.1. Legal, tax, or immigration advice beyond general information;**

**7. THIRD-PARTY PROVIDERS**

Certain components of the Package (e.g., flights, accommodation, insurance, local tours) may be provided by independent third-party providers. **CuraVista Global's™** responsibility is limited to the facilitation and coordination of such services.

**8. Booking and Payment Policies**

**8.1. Booking Procedure**

- 8.1.1. Bookings may be made directly with the Company or through authorized agents, parish coordinators, or digital platforms.
- 8.1.2. A completed booking form and acceptance of these Terms & Conditions are required for all reservations.
- 8.1.3. Group bookings by parish coordinators must provide a list of all participants and designate a group leader responsible for communications.

**8.2. Deposit and Confirmation**

- 8.2.1. A non-refundable deposit of ₹30,000 per person (or as otherwise specified in the Package offer) is required to secure a booking.

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8.2.2. Bookings are confirmed only upon receipt of the deposit and written confirmation from the Company.

8.2.3. The Company reserves the right to decline any booking at its sole discretion.

### 8.3. Payment Schedule

8.3.1. The balance of the Package price must be paid in full no later than 20 days prior to the scheduled departure date.

8.3.2. Failure to pay the balance by the due date may result in cancellation of the booking and forfeiture of the deposit.

8.3.3. Payments may be made via bank transfer, credit/debit card (subject to applicable bank charges), or other methods as specified by the Company.

8.3.4. All payments must be made in Indian Rupees (INR) or as otherwise agreed, and are subject to currency fluctuation clauses (see Section 17).

### 8.4. Pricing, Taxes, and Surcharges

8.4.1. The Package price includes all items expressly stated in the itinerary: roundtrip international flights, hotel accommodations with breakfast, ground transfers, guided pilgrimages, and daily Mass arrangements.

8.4.2. Prices are based on prevailing rates of exchange, taxes, and supplier costs at the time of booking. The Company reserves the right to adjust prices in the event of significant currency fluctuations, increases in taxes, fuel surcharges, or supplier costs, with notice to the Client.

8.4.3. Any increase in price exceeding 8% of the total Package price entitles the Client to cancel the booking without penalty, in accordance with the EU Package Travel Directive.

## 9. Cancellation and Refund Terms

### 9.1. Cancellation by the Client

9.1.1. All cancellation requests must be made in writing and will be effective from the date received by the Company.

9.1.2. The following cancellation charges apply:

TIME BEFORE DEPARTURE	CANCELLATION FEE (OF TOTAL COST)	REFUND ENTITLEMENT
>30 days	20%	80%
15–30 days	25%	75%
7–15 days	50%	50%
2–7 days	90%	10%
0–2 days / No-show	100%	0%

9.1.3. The deposit is non-refundable in all cases.

9.1.4. No refunds are provided for unused services, early departures, or voluntary withdrawal during the Package.

### 9.2. Cancellation by the Company

9.2.1. The Company reserves the right to cancel the Package due to insufficient group size, force majeure, or other circumstances beyond its control.

9.2.2. In the event of cancellation by the Company (except for force majeure), all monies paid by the Client will be refunded in full, and no further compensation is payable.

9.2.3. If cancellation is due to force majeure, the Company will refund recoverable costs only, less any non-recoverable expenses.

### 9.3. Refund Process

9.3.1. Refunds, where applicable, will be processed within 30 days of cancellation confirmation.

9.3.2. Refunds for payments made by credit card will be credited to the same card; bank charges and transaction fees are non-refundable.

### 9.4. 3.4. Supplier and Third-Party Cancellation Policies

9.4.1. Airfare, hotel, and other supplier cancellation policies may apply in addition to the above, and may result in additional non-refundable charges.

9.4.2. Special conditions may apply during peak seasons or for special events; these will be communicated at the time of booking.

## 10. Travel Insurance Requirements

### 10.1. Mandatory Insurance

10.1.1. All Clients are required to obtain comprehensive travel insurance covering, at a minimum:

10.1.1.1. Medical expenses and hospitalization (minimum €30,000 as required for Schengen visa)

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- 10.1.1.2. Emergency medical evacuation and repatriation
- 10.1.1.3. Trip cancellation and curtailment
- 10.1.1.4. Loss or theft of baggage and personal effects
- 10.1.1.5. Personal accident and liability

#### **10.2. Proof of Insurance**

- 10.2.1. Proof of valid travel insurance must be provided to the Company prior to departure.
- 10.2.2. Failure to provide proof of insurance may result in denial of participation, with applicable cancellation charges.

#### **10.3. Insurance Limitations**

- 10.3.1. The Company is not responsible for the adequacy, scope, or validity of the Client's insurance policy.
- 10.3.2. Clients are responsible for understanding policy exclusions, claim procedures, and coverage limits.

### **11. Visa and Documentation Responsibilities**

#### **11.1. Visa Requirements**

- 11.1.1. Indian citizens require a Schengen short-stay visa for travel to Portugal and Spain.
- 11.1.2. The Company will provide guidance and supporting documents (e.g., hotel confirmations, itinerary) but is not responsible for the outcome of visa applications.

#### **11.2. Client Responsibilities**

- 11.2.1. Clients are solely responsible for obtaining all necessary travel documents, including valid passports (with at least six months' validity beyond return date), visas, and any required permits.
- 11.2.2. Clients must ensure that all documentation is complete, accurate, and submitted within the required timelines.
- 11.2.3. The Company is not liable for any costs, losses, or delays resulting from incomplete, inaccurate, or late documentation.

#### **11.3. Visa Denials and Delays**

- 11.3.1. Visa fees are non-refundable, regardless of the outcome.
- 11.3.2. In the event of visa denial, standard cancellation charges apply.
- 11.3.3. The Company is not responsible for any consequences arising from visa processing delays or denials.

#### **11.4. Special Documentation for Minors**

- 11.4.1. Minors traveling without both parents must provide notarized parental consent and supporting documents as required by the destination country's regulations.

### **12. Health, Fitness, and Medical Requirements**

#### **12.1. Health and Fitness**

- 12.1.1. Participation in the Package requires a reasonable level of physical fitness, as the itinerary may involve walking, standing, and travel over uneven terrain.
- 12.1.2. Clients with pre-existing medical conditions, disabilities, or special needs must inform the Company at the time of booking and provide relevant medical documentation.

#### **12.2. Vaccinations and Health Precautions**

- 12.2.1. Clients are responsible for obtaining all recommended vaccinations and complying with health requirements of the destination countries.
- 12.2.2. The Company will provide general health guidance but is not responsible for individual compliance.

#### **12.3. Medical Emergencies**

- 12.3.1. In the event of illness or injury during the Package, the Company will assist in obtaining medical care but is not liable for the quality, availability, or cost of such care.
- 12.3.2. All medical expenses, including evacuation and repatriation, are the responsibility of the Client and/or their insurer.

#### **12.4. Accessibility and Special Needs**

- 12.4.1. The Company endeavors to accommodate Clients with disabilities or reduced mobility, subject to the limitations of local infrastructure and supplier capabilities.
- 12.4.2. Clients requiring special assistance must notify the Company in advance; additional costs may apply.

### **13. Liability Disclaimers and Limitations of Liability**

#### **13.1. General Disclaimer**

- 13.1.1. The Company acts as an agent for suppliers of transportation, accommodation, and other services. All bookings are subject to the terms and conditions of the respective suppliers.
- 13.1.2. The Company is not liable for any injury, illness, death, loss, damage, delay, or expense arising from acts or omissions of suppliers, third parties, or events beyond its control.

#### **13.2. Exclusion of Liability**

- 13.2.1. To the fullest extent permitted by law, the Company excludes all liability for:
  - 13.2.1.1. Loss or damage to personal property
  - 13.2.1.2. Personal injury or death, except where caused by the Company's gross negligence or willful misconduct
  - 13.2.1.3. Consequential, indirect, or punitive damages

#### **13.3. Indemnity**

- 13.3.1. The Client agrees to indemnify and hold harmless the Company, its directors, employees, and agents from any claims, damages, or expenses arising from the Client's actions, omissions, or breach of these Terms & Conditions.

#### **13.4. Supplier Liability**

- 13.4.1. The Company is not responsible for the acts, omissions, or default of any supplier or third party providing services as part of the Package.

### **14. Force Majeure and Hardship Clauses**

#### **14.1. Definition**

- 14.1.1. Force majeure includes, but is not limited to, acts of God, war, terrorism, civil unrest, natural disasters, epidemics, pandemics, government actions, strikes, or any other event beyond the reasonable control of the Company.

#### **14.2. Consequences**

- 14.2.1. In the event of force majeure, the Company may, at its sole discretion:
  - 14.2.1.1. Cancel, postpone, or alter the Package or any part thereof
  - 14.2.1.2. Offer alternative arrangements or refunds of recoverable costs only
  - 14.2.1.3. Be relieved from liability for non-performance or delay

#### **14.3. Hardship**

- 14.3.1. If performance of contractual obligations becomes excessively onerous due to unforeseen events, the Company and the Client shall negotiate in good faith to adapt the contract. If no agreement is reached, the Company may terminate the contract without further liability.

### **15. Conduct Expectations and Religious/Behavioural Disclaimers**

#### **15.1. Code of Conduct**

- 15.1.1. Clients are expected to conduct themselves in a manner consistent with the spirit of Christian pilgrimage, showing respect for fellow pilgrims, guides, clergy, local communities, and sacred sites.
- 15.1.2. Disruptive, offensive, or unlawful behavior may result in removal from the group at the Client's expense, with no refund.

#### **15.2. Dress and Reverence**

- 15.2.1. Modest attire is required at all times, especially when visiting churches and shrines. Shoulders and knees must be covered; head coverings may be required in certain locations.
- 15.2.2. Silence or quiet conversation is expected in sacred spaces.

### 15.3. Alcohol, Drugs, and Substances

- 15.3.1. Responsible consumption of alcohol is permitted, where legally and culturally appropriate. Excessive consumption, drunkenness, or use of illegal substances is strictly prohibited.

### 15.4. Group Harmony and Safety

- 15.4.1. Clients must adhere to group schedules, instructions from guides and leaders, and safety protocols.
- 15.4.2. Failure to comply may result in exclusion from activities or removal from the Package.

### 15.5. Religious Disclaimer

- 15.5.1. The Package is organized within the context of Christian (Catholic) tradition. Participation in religious activities (Mass, processions) is voluntary but forms an integral part of the experience.
- 15.5.2. The Company does not impose religious beliefs and respects the diversity of participants' backgrounds.

## 16. Data Protection and Privacy

### 16.1. GDPR Compliance (European Union)

- 16.1.1. The Company processes personal data in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR").
- 16.1.2. Personal data collected for the purpose of booking and operating the Package will be processed lawfully, fairly, and transparently, and only for specified purposes.
- 16.1.3. Clients have the right to access, rectify, erase, restrict, or object to the processing of their personal data, and to data portability.
- 16.1.4. Data will be retained only as long as necessary for the purposes for which it was collected, in accordance with the Company's Data Retention Policy.
- 16.1.5. Data may be transferred to suppliers and partners in Portugal, Spain, and other jurisdictions as necessary for the performance of the contract, subject to appropriate safeguards.

### 16.2. Indian Data Laws (DPDPA) Compliance

- 16.2.1. The Company complies with the Digital Personal Data Protection Act, 2023 ("DPDPA") and associated Rules, 2025, as applicable to Indian data principals.
- 16.2.2. Consent for data processing is obtained in a free, specific, informed, and unambiguous manner.
- 16.2.3. Clients are informed of the purpose of data collection, their rights, and grievance redressal mechanisms.
- 16.2.4. Data is retained only as long as necessary and securely erased or anonymized when no longer required.
- 16.2.5. The Company implements reasonable security safeguards, including encryption, access controls, and regular audits.

### 16.3. Privacy Notice and Consent

- 16.3.1. By booking the Package, Clients consent to the collection, processing, and transfer of their personal data as described in the Privacy Notice provided at the time of booking.
- 16.3.2. Clients may withdraw consent at any time, subject to the consequences for the performance of the contract.

### 16.4. Data Breach Notification

- 16.4.1. In the event of a personal data breach, the Company will notify affected Clients and relevant authorities in accordance with applicable law.

## 17. Consumer Rights and EU Package Travel Directive

### 17.1. EU Package Travel Directive

- 17.1.1. The Package is subject to the EU Package Travel Directive (Directive (EU) 2015/2302), which provides for:
  - 17.1.1.1. Clear information on services included, total price, visa requirements, and consumer rights
  - 17.1.1.2. The right to cancel the Package for any reason by paying a reasonable fee, or free of charge in case of force majeure or significant price increases (>8%)
  - 17.1.1.3. Assistance from the organizer in the event of health issues, lost documents, or emergencies
  - 17.1.1.4. Compensation and repatriation in case of organizer insolvency

## **17.2. Indian Consumer Protection**

- 17.2.1. The Company complies with the Consumer Protection Act, 2019 (India), ensuring fair trade practices, transparency, and redressal of grievances.

## **17.3. Accessibility and Special Needs**

- 17.3.1. The Company provides information on accessibility and available facilities for persons with disabilities or reduced mobility, in accordance with EU and Indian law.

## **18. Local Legal Compliance in Portugal and Spain**

### **18.1. Regulatory Compliance**

- 18.1.1. The Company and its suppliers comply with all applicable laws and regulations in Portugal and Spain, including licensing, health and safety, and consumer protection requirements.

### **18.2. Advertising and Transparency**

- 18.2.1. All advertising and promotional materials accurately reflect the Package inclusions, prices, and conditions, in compliance with Portuguese and Spanish consumer law.

## **19. Supplier and Third-Party Services**

### **19.1. Third-Party Providers**

- 19.1.1. The Company acts as an agent for third-party suppliers of flights, hotels, ground transport, and guides. All services are subject to the terms and conditions of the respective suppliers.

### **19.2. Limitation of Liability**

- 19.2.1. The Company is not liable for the acts, omissions, or defaults of third-party suppliers, nor for any loss, injury, or damage arising from their services.

### **19.3. Changes and Substitutions**

- 19.3.1. The Company reserves the right to substitute hotels, transport, or guides of similar standard if necessary, with notice to the Client.

## **20. Itinerary Changes and Substitutions**

### **20.1. Right to Modify Itinerary**

- 20.1.1. The Company reserves the right to alter the itinerary, accommodation, or other arrangements as necessary for the comfort, safety, or convenience of participants, or due to circumstances beyond its control.
- 20.1.2. Significant changes will be communicated to Clients as soon as practicable.

### **20.2. Remedies for Changes**

- 20.2.1. In the event of significant changes not due to force majeure, Clients may accept the changes, transfer to an equivalent package, or cancel with a full refund.
- 20.2.2. No compensation is payable for changes due to force majeure or circumstances beyond the Company's control.

## **21. Group Bookings and Parish Coordination**

### **21.1. Group Leader Responsibilities**

- 21.1.1. For parish group bookings, the designated group leader is responsible for communications, payments, and distribution of information to participants.

### **21.2. Minimum Group Size**

- 21.2.1. Packages are subject to a minimum group size as specified in the offer. The Company reserves the right to cancel or reschedule the Package if the minimum is not met, with appropriate notice and refund.

## 22. Emergency Assistance, Medical Evacuation, and Repatriation

### 22.1. Emergency Support

22.1.1. The Company provides 24/7 emergency assistance during the Package, including support for medical emergencies, lost documents, and other incidents.

### 22.2. Medical Evacuation and Repatriation

22.2.1. Clients are responsible for ensuring their insurance covers emergency medical evacuation and repatriation to India or their home country.

22.2.2. The Company will assist in arranging evacuation or repatriation but is not liable for costs or outcomes.

## 23. Currency Fluctuation Clause

### 23.1. Currency Risk

23.1.1. All prices are subject to adjustment in the event of significant fluctuations in exchange rates between the Indian Rupee and the Euro or other relevant currencies.

23.1.2. The Company will notify Clients of any price adjustments as soon as practicable.

## 24. Dispute Resolution, Governing Law, and Jurisdiction

### 24.1. Governing Law

24.1.1. This Agreement is governed by and construed in accordance with the laws of the Republic of India, and, where applicable, the laws of Portugal and Spain.

### 24.2. Jurisdiction

24.2.1. Any disputes arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Delhi, India, unless otherwise required by mandatory provisions of Portuguese or Spanish law.

### 24.3. Alternative Dispute Resolution

24.3.1. The Company encourages resolution of disputes through negotiation, mediation, or arbitration before resorting to litigation.

## 25. Recordkeeping, Retention, and Data Erasure Policies

### 25.1. Data Retention

25.1.1. Personal data is retained only as long as necessary for the purposes for which it was collected, in accordance with the Company's Data Retention Policy and applicable law.

### 25.2. Data Erasure

25.2.1. Clients may request erasure of their personal data upon completion of the Package or withdrawal of consent, subject to legal and contractual obligations.

## 26. Consent and Waivers for Religious Activities

### 26.1. Participation in Religious Activities

26.1.1. By booking the Package, Clients consent to participation in religious activities such as Mass, processions, and guided pilgrimages, as described in the itinerary.

26.1.2. Participation is voluntary; Clients may opt out of specific activities by informing the group leader or guide in advance.

### 26.2. Waiver of Liability

26.2.1. Clients acknowledge and accept the inherent risks associated with travel, pilgrimage activities, and participation in religious ceremonies, and waive any claims against the Company for injuries or losses arising therefrom.

## 27. Health & Safety Protocols and Communicable Disease Measures

### 27.1. Compliance with Health Protocols

27.1.1. Clients must comply with all health and safety protocols mandated by authorities in India, Portugal, and Spain, including COVID-19 or other communicable disease measures.

27.1.2. The Company will provide updates on relevant health requirements prior to departure.

## **27.2. Right to Exclude**

27.2.1. The Company reserves the right to exclude any Client who fails to comply with health protocols or poses a risk to the health and safety of others.

## **28. Marketing Representations and Misrepresentation Disclaimers**

### **28.1. Accuracy of Information**

28.1.1. The Company endeavors to ensure that all marketing materials, brochures, and website content accurately reflect the Package inclusions, itinerary, and conditions.

28.1.2. The Company is not liable for errors, omissions, or changes beyond its control.

### **28.2. No Warranties**

28.2.1. Except as expressly stated, the Company makes no warranties or representations regarding the suitability, quality, or availability of services provided by third parties.

## **29. Miscellaneous**

### **29.1. Severability**

29.1.1. If any provision of these Terms & Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### **29.2. Amendments**

29.2.1. The Company reserves the right to amend these Terms & Conditions at any time, with notice to Clients for existing bookings.

### **29.3. Entire Agreement**

29.3.1. These Terms & Conditions constitute the entire agreement between the Company and the Client, superseding all prior agreements or representations.

### **29.4. Language**

#### **29.4.1. Governing Language**

These GTCs are published in English. In the event of any discrepancy between the English version and any translation, the English version shall prevail.

## **30. Acceptance**

30.1. By booking or participating in the Package, the Client acknowledges that they have read, understood, and agreed to these Terms & Conditions, including all disclaimers, waivers, and policies referenced herein.

## **31. CONTACT**

31.1. For any clarification, don't hesitate to contact our representatives at **CuraVista Global™** in India

**Blooming Venus Private Limited, India**

Web: [www.curavistaglobal.com](http://www.curavistaglobal.com) | [www.curavistaglobal.eu](http://www.curavistaglobal.eu) | Email: [cvglobal@curavistaglobal.com](mailto:cvglobal@curavistaglobal.com)