

There is no small print on this page. The booking conditions and general information set out below are designed to outline our obligations to you and your commitments to us as clearly as possible. Please read them carefully before booking. We want you to have an enjoyable Wind Birds tour/trip, and the avoidance of any misunderstanding is to our mutual advantage. You should be prepared to cope with unusual situations, local inadequacies and unpredictable events as and when they occur.

Definite Bookings

Reservations for tours require a variable deposit per person per tour, paid by credit or debit card (VISA, MasterCard, American Express) on a secure link that we e-mail to you. After receiving the deposit, we will give you our final confirmation and details of the tour. If no deposit has been paid, there is no legal collateral; therefore, Wind Birds, Lda cannot be accountable for possible bookings. A simple communication (e.g. email, phone, fax) without a paid deposit does not constitute any guarantee of service. The person who is signing the online booking form warrants that he/she has the authority to make the booking on behalf of all other persons included on the booking form. (Online booking forms are deemed to have been signed by the persons submitting them.)

In individual cases, some tours will demand different payment plans, this information will be passed to the client before payment.

Price, Taxes and Fees

All transactions are in Euros, Portugal's legal tender. All prices shown include all Portuguese taxes and government fees, except where noted. Wind Birds, Lda operates and supplies in Madeira Islands. Therefore, it pays all taxes to the Madeira Regional Government. No tours/trips are exempt from VAT, although this tax value is included in the prices shown.

Invoices are processed no later than five days after the service or the payment, whichever comes first. Details of lead traveller are filled as purchasing entity and cannot be changed after the invoice is issued. Therefore, if you desire an invoice from a different purchasing entity, you need to request it in advance (e.g., at the time of booking).

Booking Cancellation

If you need to cancel your tour, please let us know as soon as possible by email or phone call. Our cancellation fees are based on the time before your tour starts:

- More than 72 hours: No charges
- 72 to 24 hours: You lose your deposit
- Within 24 hours: You are charged the full tour price

Exceptions: For Deep Sea Pelagic tours like Zino's Petrel Sea Expedition, bookings are final and cannot be refunded. However, you can change the name of the booking holder.

Bookings Date Change

If you'd like to switch your tour to a different day, it counts as cancelling and rebooking. So, keep in mind that cancellation fees might apply.

Trip or Tour Cancellation

If hazardous weather conditions occur, we can reschedule your tour to the nearest date possible, though not changing other tours previously booked to other clients. If the tour does not happen, we will refund you 100%. In the case of this type of cancellation, all deposits and other payments for the tour or tour extension will be reimbursed.

We may have to cancel your tour in case of unusual or unforeseen circumstances outside our control (i.e. casus fortuitus). For example, technical problems with the boat or van, government action, war or threat of war, civil strife, terrorist activity, riot, natural or human-made disaster, disease outbreak, or severe weather conditions. If we have to cancel a tour/trip due to circumstances beyond our control, we shall refund to you.

Trip or Tour Status

Full and transparent communication is the best way to trust in business. All tour status is broadcast via x.com/windbirds. As an extra, we will contact you via one of the following means and in this order: a short message (i.e. SMS) to the mobile phone on file or a hotel reception message (i.e. fax or phone call) or by the email supplied during the booking process.

We advise you that before the tour you check our status website, in the case of apparent bad weather we recommend that you call us +351 917777441 to check to status.

Refund & Procedure

All money can only be refunded via the same initial method of payment (e.g. paid by credit card and returned to the same credit card). In circumstances where the service is paid by money, you will need to acknowledge the acceptance of the refund in writing. This rule is enforced due to the risk of money laundering schemes and online phishing techniques.

Refund processing times can take up to 30 days plus the times of the settlement agents (e.g. banks). If the services were booked directly, please get in touch with us to check the status of the refund.

Due to Government fees required for certain outdoor activities, some of these values might not be fully refundable to you, since the Government is not refunding them to us. We will provide proper documentation in these unfortunate circumstances.

On a refund initiated by a client cancellation, if there are processing fees to return the money, these will be deducted from the refund value.

Payments with Bitcoin Lightning Network

In addition to our standard payment methods, we now accept payments via the Bitcoin Lightning Network. These payments are final and non-refundable, with the Bitcoin value calculated against the EUR market exchange rate at the time of the transaction.

Clients are responsible for any Lightning Network fees. Taxes, as applicable, are included in the transaction value, calculated based on the day of payment.

By opting for this payment method, clients acknowledge the finality of the payment and the inherent risks of digital currency transactions, including price volatility and technological factors.

Safety & Insurance

You must inform us of any medical problems or related dietary restrictions on the reservation. Our staff must have this knowledge in case of any issues arising.

Our prices include personal accident and civil liability insurance, provided by a legally registered insurer in "Autoridade de Supervisão de Seguros e Fundos de Pensões", with the following coverage:

- Civil liability: land 50 000 €; sea 200 000 €;
- Death or permanent disability: land 35 000 €; sea 20 000 €;
- Hospitality expenses and repatriation: 3 500 €.

If you desire higher coverages or different, you should contract travel insurance.

Birdwatchers often carry a lot of expensive optical and photographic equipment. Our trip insurance does not provide sufficient coverage. So, if you are not already covered under your household policy, we recommend you take out specialist insurance cover for your equipment.

Species Observation

Birds, Mammals and Flora: The species mentioned in the trip itineraries are meant as a guidance to what you might see. You should not expect to see everything mentioned, although you should see a good proportion if you participate fully in the tour and have good eyesight. We can only guarantee you that we will assist you to the best of our knowledge and capabilities.

Restrictions on Participants

Restrictions on participants are a matter of common sense, and we have no absolute ones. If you have a health problem or any physical limitation which may hamper or restrict your full involvement in any aspect of the tour or about which we should be aware of your safety (e.g. walking difficulties, diabetes, asthma, angina, dementia, etc.), please advise us previously to the tour or trip. We may provide any information you or your doctor may need to judge your capacity to participate fully in the tour.

Swimming with wild animals (i.e. whales and dolphins) requires the capability to swim in the ocean without external assistance, good sea conditions and the animals cannot be stressed. Staff may cancel swimming activities at the last minute for safety reasons.

Please note that we do not allow the collecting of plants or animals during any tour.

Refusal of Unaccompanied Minors

Wind Birds does not accept bookings for Unaccompanied Minors (0 to 15 years old). All minors must be accompanied by their adult friends or family, people that the minor trusts and assumes responsibility for their actions.

For minors that are 16 to 17 years old, parents or legal guardians can sign a waiver form taking responsibility for the minor action, though we recommend that no adults are present.

Use of Safety Equipment

Marine lifejacket use is mandatory in Rigid Inflatable Boats, though in the swimming with dolphins trips, you are allowed to remove the lifejacket before the swim.

The use of seat belts in cars is mandatory by Law and must be used at all times, and they can only be unfastened until the vehicle is safely parked.

Opening car doors before a complete stop is also illegal.

Declining to use the safety equipment properly removes us from any liability compensation in case of an accident.

Discharge of Pressurized Air into the Lifejackets.

To offer better comfort to our clients, we use pressurised air lifejackets in our sea operations. The discharge of the pressurised air lifejackets in situations that are not emergencies (e.g. negligence, accidental, kids play, fun) incurs a fee of €30 per life jacket to cover service and inspection costs.

Movement of Goods

No products are allowed to be transported without written consent and in compliance with Portuguese Law. By these, we mean that all that comes to the vans and boats at the start point can only leave at the finish point. (e.g. not leaving anything in Desertas Islands and not bringing anything from Desertas Islands). In other words, there is no smuggling.

Forbidden Consumption

It is strictly prohibited to consume alcohol and tobacco inside vans and rigid-hulled inflatable boats, even in International Waters. This includes substances and drinks that are forbidden under Portuguese Law.

CCTV

Closed-circuit television is used on particular land and sea trips. The filmed material can be utilised for Law enforcement or Wind Birds video broadcasts. Video rights remain of Wind Birds.

Economic Espionage & Wildlife Risk

We take our business and the protection of wildlife seriously. Therefore, if we come across industrial espionage (e.g. doing a tour to later operate against us), we will take the proper legal action and report it to the criminal police. In case of present or future wildlife risk (e.g. doing a tour to obtain the location of eggs for later stealing them), we will take the proper legal action and report to the criminal police. Both acts under Portuguese Law are serious crimes, and you may face imprisonment until presented in Court. There will be no refunds in these circumstances.

Anti-Corruption

Our company strictly prohibits the acceptance of any form of bribe, kickback, payment, gift, or other valuable consideration by customers or potential customers from any of our employees or agents in connection with our business. However, we acknowledge that reasonable gifts and entertainment provided in the ordinary course of business are exempt from this prohibition, such as souvenirs, merchandise, and digital services.

It should be noted that this policy extends to public officials, politicians, and members of the finance sector, among others. Consequently, we are unable to provide our services for free or at a reduced rate to these individuals.

In sum, we take a strong stance against any form of corruption and expect all parties to comply with our anti-corruption policy.

Political Campaign Activities

Our services and media content are strictly prohibited for use by politicians engaging in political campaign activities or political gain. We do not provide such services to politicians for political purposes. Our firm commitment is to maintain an apolitical environment for our services in the public sector, and we shall continue to uphold this principle.

Non-discriminatory Pricing

Wind Birds guarantees non-discriminatory pricing and services, ensuring equal pricing to all clients regardless of their origin, residence, or gender. Discriminatory practices are prohibited by law, and any observed practices should be reported to the relevant authorities or EU SOLVIT.

However, it is important to note that Wind Birds may offer discounts on certain services based on the selling channel or the client's age (in the case of minors).

PCI SSC Data Security Standards Compliance

Wind Birds, Lda complies with PCI-SSC DSS to provide a real-time payment and booking system. Therefore we do not store financial records and payment card data. All this information is transmitted between the client browser and our bank. For our record, we keep the transaction authorisation hash code, amounts charged and timestamp.

The stored data still allows us to recharge the client's credit/debit card in the event of failure to provide payment at the required times.

This compliance guarantees that we are not a client financial data breach point.

Lost Property

In the unfortunate event of lost property, Wind Birds will contact clients of the specific tour. Returning lost property generates costs, and the client is responsible for these costs.

Digital Certificates & Timestamping

The website windbirds.co with a valid SSL Certificate holds legal documents for Wind Birds, Lda and guarantees secure communication between clients and us.

Under Portuguese Law and EU regulations, documents electronically signed by our management with "Cartao de Cidadão" (Portuguese Citizen iD Card) have legal value. A copy of such document is stored on windbirds.co and is accessible via QR Code imprinted on the document. Note that these documents, to be valid, require a digital sign by a Timestamping Authority and a SCAP (Sistema de Certificação de Atributos Profissionais) authentication.

External Observer/Researcher/Law Enforcement Agent Charge

A person who is not our staff or a client for recreation purposes, who travels on our boats and vans for an external professional reason (e.g. research funded by EU, Law enforcement in mission.), who records by any form, any information related to vessel/vehicle, geolocation, audio, video and other forms of media, as well species, technical and other data is demanded to pay two hundred and fifty euros per hour. Moreover, in slots of an hour (i.e. for a trip of 2h10 minutes shall pay 3-hour slots, that is €750). Such travels must be authorised by Wind Birds, Lda management and fully paid 48 hours in advance. That person must contract independent personal accident insurance, as Wind Birds, Lda insurances do not cover non-leisure activities.

Mobile Alerts

Wind Birds, Lda provides a mobile alert service, which guarantees that subscribed clients receive up-to-date information on the tour and hazard status. The service is provided to all clients that have validated their mobile phone numbers. Service might fail if the client has not subscribed properly to roaming mobile service with its mobile operator.

Social Media

During all services Wind Birds, Lda records and broadcast media. Such media appears on several social media platforms, our clients do as well share their media online, therefore there is the possibility that others outside our service recognise you.

Short Communications and Scientific Publications

In the event of significant findings for the scientific community within our tours/trips, all short communications and scientific publications have to be approved by Wind Birds, Lda management. All information will be deemed confidential until proper publication.

Freira.org

Freira Conservation Project manages the content of freira.org. Wind Birds, Lda supports financially for the operation of this website, Catarina Fagundes and Hugo Romano contributes with content.

MadeiraBirds.com AvesdaMadeira.com MadeiraWhales.com

These three wildlife information platforms are provided free of charge to all internet users and are edited by Catarina Correia-Fagundes and Hugo Romano. Birdwatchers may contribute with reports and data. Wind Birds, Lda will watermark materials provided with the copyright owner's name. The platforms try to provide accurate information, but in some cases, mistakes can occur. It is all provided on "As Is Basis".