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## Terms & Conditions

### Description

# Terms and Conditions

Last updated: December 2025

Operator: KamawayÂ®

Contact: [info@kamaway.net](mailto:info@kamaway.net)

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## 1. General Conditions

**1.1 Legal Identification:** This platform is operated by KamawayÂ®, a registered trade name. In compliance with the Law on Information Society Services (LSSI), the full legal identity of the operator (including Tax ID and registered address) is provided to the Client during the checkout process and is included in all official invoices. For any prior legal inquiries, please contact [info@kamaway.net](mailto:info@kamaway.net).

**1.2 Scope of Service:** KamawayÂ® acts exclusively as an **independent intermediary** connecting clients with local partners and service providers, including accommodation providers, internship hosts, language schools, transport companies, car rental companies and activity organisers (collectively, "Partners"). Our service consists of the digital facilitation of bookings and the administration of payments. Under no circumstances shall KamawayÂ® be considered a "Tour Operator" or a provider of "Package Travel" under Directive (EU) 2015/2302.

**1.3 Nature of Partners:** KamawayÂ® does not own, operate or control the services offered by its Partners. All bookings are subject to the individual terms, conditions and availability of each Partner. The contract for the final service is established directly between the Client and the Partner.



**1.4 Acceptance of Terms:** By placing an order or completing a booking through Kamaway® , the client agrees to these Terms and Conditions and acknowledges that Kamaway's role is limited to facilitating the reservation and payment process.

**1.5 Agreement Precedence:** Where the Client places a booking for an internship coordination service, the **Specific Agreement for Internship Placement Service (B2B/B2C)** accepted at the time of purchase shall prevail over these General Terms. In the event of any conflict regarding fees, penalties, exclusions, or liability for internship services, the **Specific Agreement** shall govern.

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## 2. Services and Bookings

2.1 Kamaway® provides an online platform where Clients can browse and request bookings for internships, accommodation, experiences, English courses, car rentals and other related services.

2.2 Each booking is confirmed only once Kamaway or the relevant Partner has verified availability and issued written confirmation (usually via email).

2.3 Kamaway® will **endeavour** to provide Clients with the Partner's terms (including cancellation and refund rules) prior to payment whenever possible. However, Kamaway® **cannot guarantee** that every Partner's policy will be provided or approved before the Client makes payment. Clients are therefore advised to review the confirmation email and contact Kamaway for clarifications as soon as possible.

2.4 Kamaway® reserves the right to decline or cancel any booking in case of incorrect information, unavailability, suspected fraud, or payment issues.

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## 3. Payments and Invoicing



3.1 Payments can be made via bank transfer, credit/debit card, or other methods displayed on the website.

3.2 Tax Treatment: Prices are displayed according to the following rules:

- **VAT Application:** In accordance with the EU VAT Directive 2006/112/EC (specifically Articles 44 and 196 for B2B services), Kamaway acts as a **disclosed agent** (intermediary).
- **B2B (Intra-Community):** Services provided to EU entities with a valid VIES VAT number are subject to the **Reverse Charge Mechanism** (0% VAT).
- **B2C and non-VIES:** A 21% VAT (Spanish local tax) applies to private individuals or entities without a verified VIES registration.
- **Local Taxes in Malta:** Any specific local taxes (e.g., ECO-Tax, tourist levies) are the sole responsibility of the Partner or the Client and are not handled by Kamaway®.

3.3 Some services, including accommodation or vehicle rentals, may already include local taxes, tourist levies, insurance fees or deposits charged directly by the Partner.

Kamaway® is not responsible for the calculation, application or refund of such Partner-applied amounts.

3.4 Kamaway® will issue an invoice or payment confirmation once the booking has been confirmed and payment received. Invoices will be issued in accordance with the billing data provided by the Client.

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## 4. Cancellation and Refund Policy

4.1 **General rule:** Kamaway's own refund policy is limited. Except as expressly stated below, refunds are processed only when:



- a) the payment was made in error (duplicate or manifestly incorrect charge) in which case Kamaway® will refund the amount after verification; or
- b) Kamaway or the relevant Partner is unable to provide the booked service (e.g. confirmed cancellation by the Partner) in which case Kamaway® will process a refund for amounts not transferred to the Partner or will endeavour to offer an alternative.

**4.2 Partner policies prevail:** Many Partners have their own cancellation, change and refund rules. Where a Partner's policy explicitly provides refunds, Kamaway® will assist in the process. However, Kamaway cannot guarantee that the Partner will grant a refund.

**4.3 Erasmus & Internship bookings:** For internship coordination services, the specific deposit, refund rules, and non-refundable fees (Initial Fee) are governed exclusively by the **Specific Agreement for Internship Placement Service (B2B/B2C)** accepted at the time of booking, which may supersede the general rules in this Section 4.

**4.4 Accommodation bookings:** Cancellation fees for accommodation are determined by the Partner and will be communicated when available. If the Partner does not allow refunds, Kamaway® cannot unilaterally grant one, unless Kamaway® itself is unable to deliver the confirmed service.

**4.5 Car rental and extras:** Cancellation, deposit and insurance rules for vehicle rentals are defined by the rental Partner and are binding on the Client.

4.6 To request a cancellation or refund, the Client must contact Kamaway® by email at [info@kamaway.com](mailto:info@kamaway.com) and provide all relevant booking information and supporting documentation.

**4.7 Right of Withdrawal:** Pursuant to Article 16(l) of EU Directive 2011/83/EU, the right of withdrawal does not apply to service contracts for the provision of accommodation, transport, car rental, or catering/leisure services if the contract provides for a specific date of performance. Therefore, all confirmed bookings for these services are final and non-refundable unless otherwise stated in the Partner's specific policy.



## 5. Responsibilities and Liability

5.1 KamawayÂ® acts strictly as an intermediary and cannot be held responsible for the execution, quality, availability, safety, or compliance of services delivered by Partners.

5.2 The Client is responsible for providing accurate information (names, dates, identification, VAT numbers, contact details, etc.). Errors caused by incorrect information supplied by the Client may result in additional costs for which the Client will be liable.

5.3 KamawayÂ® will not be liable for:

- a) delays, cancellations or changes caused by Partners, force majeure, weather, transport disruptions, public authority decisions or events beyond Kamaway's control;
- b) loss or damage to personal property;
- c) medical, visa or immigration refusals or issues arising from the Client's failure to obtain the required documents;
- d) costs associated with third-party charges (bank fees, currency exchange, partner security deposits), except where KamawayÂ® has been directly negligent in its payment handling.

5.4 Nothing in these Terms shall exclude or limit Kamaway's liability for gross negligence or wilful misconduct.

5.5 Independent Services: KamawayÂ® does not offer "package travels" as defined by EU Directive 2015/2302. Each service booked through the platform constitutes a separate contract between the Client and the specific Partner. Kamaway is not responsible for the combined execution of these services.

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## 6. Accommodation

6.1 Accommodation is sourced from third-party Partners. Room type, check-in/check-out times, cleaning, damage deposit, and house rules are set by the Partner and apply to each booking.

6.2 The Client must follow the Partner's rules. Damage or abuse may lead to extra charges charged by the Partner.

6.3 If an accommodation Partner cancels a confirmed booking and Kamaway® cannot provide an equivalent alternative, Kamaway® will refund amounts not yet transferred to the Partner or offer available re-accommodation options subject to availability and possible price differences.

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## 7. Car Rentals and Transport

7.1 Car rental conditions (minimum age, driving licence requirements, deposits, insurance options) are set by the Partner and must be met by the Client.

7.2 Any damage or fines resulting from vehicle use are the responsibility of the Client and are handled directly by the rental Partner.

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## 8. English Courses and Educational Services

**8.1 Partner Responsibility:** Language courses are provided by independent licensed schools. Each school has its own rules regarding placement tests, attendance, and certificates.

**8.2 Course Changes:** Kamaway® is not responsible for changes in timetables, teacher assignments, or classroom locations made by the school.

**8.3 Attendance and Conduct:** The Client is responsible for meeting the minimum attendance required by the school to receive a certificate. Dismissal from a school due to

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poor conduct does not entitle the Client to any refund.

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## 9. Experiences, Activities and Excursions

**9.1 Weather Conditions:** Many activities (boat trips, outdoor tours) are subject to weather conditions. If a Partner cancels an activity for safety or weather reasons, Kamaway® will assist in rescheduling or processing a refund according to the Partner's policy.

**9.2 Physical Condition and Insurance:** The Client acknowledges that some activities may require a certain level of physical fitness or health. It is the Client's responsibility to ensure they are fit to participate. Kamaway® is not liable for any injuries sustained during activities managed by Partners.

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## 10. Data Protection

**10.1 Regulation Compliance:** Kamaway® processes personal data in strict compliance with the EU General Data Protection Regulation (GDPR) and the Spanish Organic Law on Data Protection (LOPDGDD).

**10.2 Purpose of Processing:** Personal data (including names, identification documents, and contact details) is collected exclusively for:

- Managing bookings and facilitating communication between the Client and Partners.
- Invoicing and tax compliance.
- Providing support and handling cancellation or refund requests.

**10.3 Data Sharing:** By using our services, the Client acknowledges and consents that Kamaway® must share relevant personal data with Partners (schools, accommodation providers, or transport companies) located in Malta or other destinations to ensure the



correct execution of the booked service.

**10.4 Rights of the User:** Users may exercise their rights of access, rectification, erasure, and objection by sending a written request to **info@kamaway.net**. For more detailed information on how we protect your information, please refer to our full **Privacy Policy** available on the website.

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## 11. Changes to Terms

11.1 KamawayÂ® may modify these Terms and Conditions at any time. Changes will be published on the website and will apply to bookings made after the publication date.

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## 12. Governing Law and Jurisdiction

12.1 These Terms and Conditions are governed by the laws of Spain.

12.2 Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the Spanish courts.

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## 13. Contact

**13.1 Formal Inquiries:** All formal notifications or legal inquiries regarding these Terms must be sent to **info@kamaway.net**.

### Date

03/06/2026