

GENERAL CONDITIONS¹:

The present program is the information document in which these general conditions are foreseen, being part of it and constituting, in the absence of an autonomous document, the travel contract,

The present information is binding for the agency, except for one of the following conditions:

- If the changes in the following conditions have been clearly communicated by writing to the customer before the conclusion of the contract and are duly foreseen in the program;
- If changes after the conclusion of the contract are subject to prior agreement of the parties, except as foreseen in "inability to fulfil" clause.

These general conditions comply with the provisions contained in Decree-Law 61/2011 dated May 6th, with the amendment introduced by Decree-Law dated August 24th.

The General Conditions whose object is a package travel included in this program and the Specific Terms contained in the travel documentation provided to the client at the moment of booking the trip constitute the travel contract binding the parties.

ORGANIZATION

The travel services included in this brochure are organized by [...], a company with registered office at [...], with the share capital in the amount of [...], registered in the Commercial Registration Office of [...], with registration and tax number [...], and RNAVT (...) and is sold by [...], a company with registered office at

¹ Não existe como documento autónomo, o contrato é constituído pela brochura e condições gerais (por norma o catálogo) desde que o mesmo contemple todas as informações necessárias. Sabemos e referimos que algumas informações apenas serão conhecidas na pendência do processo de reserva, pelo que não podem constar das condições gerais e da brochura, mas deverão constar de documento que seja entregue ao cliente – **condições particulares**- pois o contrato apenas estará completo quanto contemplar todas as informações obrigatórias por lei.

[...], with the share capital in the amount of [...], registered in the Commercial Registration Office of [...], with registration and tax number [...]² and RNAVT (...).

BOOKINGS

When the client books and makes a reservation [...] % of the total price of the purchased service must be paid, the remaining [...] % shall be paid until 21 days before the start of the trip. If the booking has place 21 days or less from the start of the trip, the total price shall be paid at the time of registration.

The [...] reserves the right to cancel any booking which payment has not been made on the conditions referred to above. Reservations shall be conditional upon confirmation of all services by suppliers.

INFORMATION PURSUANT LAW N.º 144/2015, SEPTEMBER 8th

Pursuant to Law no. 144/2015, of the September 8th, please be informed that the Client may always appeal the following entities concerning Alternative Dispute Resolution for Consumer Disputes:

- i) Customer Ombudsman for Travel and Tourism Agencies at www.provedorapavt.com;
- ii) Arbitration Committee of Turismo de Portugal I.P at www.turismodeportugal.pt;
- iii) Or any other entity contained in the list made available by the General Direction for the Consumer at <https://www.consumidor.pt> which consultation we hereby recommend.

COMPLAINTS

Complaints can only be considered if submitted in writing to the agency within, at the utmost, 30 days after the term of the services were rendered.

In case of complaint due to failure to comply with hired services the client is entitled to apply to the Travel and Tourism Guarantee Fund as foreseen in Decree-Law no. 61/2011, May 6th, in its current version, submitting the complaint to any of these entities:

² A identificação da agência vendedora poderá não constar desta cláusula bastando a inserção de um carimbo/autocolante identificativo em local adequado nas próprias condições gerais.

- i) To the Customer Ombudsman as[...] has joined the Customer Ombudsman for Travel and Tourism Agencies at www.provedorapavt.com. In order to benefit from this service you will have to submit your complaint, in writing, within 20 business days after the end of the trip. Agencies are bound to comply with the decision issued by this entity.
- ii) To Turismo de Portugal I.P in www.turismodeportugal.pt within 30 days after: (i) the end of the trip; (ii) trip cancellation ascribable to the agency; (iii) having become aware that the trip cannot be made for any reason ascribable to the agency; (iv) closing of the business.
- iii) To any other entity contained in the list made available by the General Direction of the Consumer at <http://www.consumidor.pt>.

LUGGAGE:

- 1) The agency is responsible for any luggage pursuant to the law;
- 2) The client has the obligation to submit a complaint to the service provider entity in case of deduction, deterioration or destruction of his luggage..
- 3) In international transportation, in case of damage in his luggage, the complaint shall be addressed in writing to the carrier immediately after the damage, within 7 days at the utmost from delivery of the same. If there is a delay in delivering the luggage, the complaint shall be made within 21 days as from the delivery of the same.
- 4) Submission of such complaint is essential for the Agency to hold the service provider entity liable.

LIMITS

The agency responsibility shall be limited to the maximum amount required from the service provider entity, in accordance with the Montreal Convention, dated May 28th, 1999, on International Air Transport, and with Berne Convention, dated 1961, on Railway Transport.

As far as sea transport is concerned, the responsibility of travel agencies, regarding its clients, for the provision of transport or accommodation services, when applicable, by sea transport companies, in case of damages arising from negligence or deliberate action, shall have the following limits:

- a) € 441.436, in the event of death or body injury;
- b) € 7.881, in the event of total or partial loss of luggage or damage;
- c) €31.424, in the event of loss of car, including inside luggage;
- d) €10.375, in the event of loss of luggage, accompanied or unaccompanied luggage, inside a car;
- e) €1.097, for damages to luggage, as a result of car damage.

When applicable, travel and tourism agencies responsibility for the deterioration, destruction and deduction of luggage and other item, in touristic accommodation resorts, while the client is staying there, shall have the following limits:

- a) € 1.397, globally;
- b) € 449 per item;
- c) The value declared by the client, regarding items taken into the custody of the touristic accommodation resort.

The agency responsibility for damages other than personal injury may contractually be limited to the amount corresponding to five times the price of the sold service.

BOOKING COSTS:

Each reservation is subject to the following rates:

Booking costs:

- Portugal: € (...).
- Remaining countries: € (...).

Alteration expenses:

For each alteration (name, dates, types of apartment or room, etc) € (...). We emphasize that acceptance of such changes depends on acceptance by the correspondent suppliers.

DOCUMENTATION³

The client must have his personal and family documentation valid, (identity card, military documents, minors travel authorization, visas, vaccination certificate, and others that may also be required). The agency declines any responsibility for visa denial or non-permission to enter a foreign country; any cost that the client may incur with this, shall be entirely for the client's account and risk.

Trips in the European Union:

- ✚ Clients (regardless of their age) traveling inside the European Union must have their respective civil identification document (passport; Id; Citizen Card);
- ✚ In order to have medical assistance they must have the respective European Health Insurance Card⁴;
- ✚ Nationals from non-community countries must consult specific information regarding the required trip documentation with embassies/consulates of the origin countries;

Trips outside the European Union:

- ✚ Clients (regardless of their age) traveling must have their respective civil identification document (passport) as well as the visa if necessary (get this information with the agency during reservation)⁵;
- ✚ Nationals from non-community countries must consult specific information regarding the required trip documentation with embassies/consulates of the origin countries.

CHANGES

Should suppliers of the trip in question allow, whenever a client, registered for a certain trip, wish to change his subscription to a different trip or to the same with departure on a different date, or other possible change, shall pay a rate, plus the expenses associated with that change.

³ Importa referir esta clausula é de caracter geral, não afastando a obrigação da agência quanto à obrigação de informar o cliente concreto quanto às necessidades específicas de documentação (Documentos de identificação civil, passaporte; vistos) para a viagem que está a ser contratada.

⁴ A confirmar sempre junto das autoridades competentes.

⁵ Obrigação de informar antes da contratação se existe a necessidade de visto para a viagem a contratar, não existe obrigação de disponibilizar o serviço mas a obrigação de informar existe.

However, when the change takes place 21 days or less before the trip date of departure, which the client subscribed, or if the service suppliers refuse to accept the change, he will be subject to the expenses and charges foreseen in item “withdrawal (termination)”.

Once the trip has been initiated, if the client requests any service change due to reasons non ascribable to the AGENCY (ex. extra accommodation nights, flight changes) the prices of touristic services may not correspond to the one published in the brochure that motivated the purchase.

ASSIGNMENT OF THE SUBSCRIPTION (CONTRACTUAL POSITION)

The client is entitled to assign his subscription, being replaced by another person who fulfills all the required conditions for the trip, provided that he informs the agency at least seven consecutive days in advance and that this assignment is possible in accordance with the applicable air transport regulations. In case of cruises and long-haul flights, the deadline is fifteen consecutive days in advance.

The assignment of the subscription jointly holds accountable for payment of the price of the trip and for any additional charges originated by the assignment the assignee and assignor.

CHANGES

Whenever there are reasonable reasons beyond the agency control, the agency can change the sequence of routes, change the departure times or replace any of the foreseen hotels for other of similar category and location, keeping the client informed of that change as soon as they have become aware of the same.

CANCELATION OF PROGRAMS BY THE AGENCY

Whenever the trip depends on a minimum number of participants, the Agency reserves the right to cancel the package travel in case the number of participants is lower than the minimum. In these cases, the client shall be informed in writing about the cancellation within [...] days.

PRICE CHANGES

Listed prices are based in the cost of services and exchange rates in force on the date of this publication. Therefore they are subject to change as a result of the cost of transports or fuel, duties, taxes, rates and exchange fluctuations up to 20 days before the date of the trip.

REIMBURSEMENTS

Once the service has been initiated, no reimbursement is due for services which were not used by the client due to reasons of force-majeure or for any reason ascribable to the client, except if reimbursed by the respective suppliers. Failure to provide the services for reasons ascribable to the agency, in case of impossibility of replacement for other equivalent ones, entitles the client to be reimbursed of the difference between the price of the foreseen services and the ones which were actually provided.

INABILITY TO FULFIL

If before the beginning of the trip and due to facts not ascribable to the agency, the agency is not able to comply with any essential service contained in the trip program, the client shall be entitled to withdraw, being reimbursed of all amounts paid or, alternatively, accept change and any possible price variation.

If those facts not ascribable to the agency lead to the cancellation of the trip, the client may also choose to participate in another organized trip of equivalent price. If the proposed replaced organized trip is of lower price, the client shall be reimbursed with the correspondent difference.

WITHDRAWAL (TERMINATION)

The Client, or any of his accompanying travelers, is free to withdraw from the trip at any time.

This cancellation implies that the customer will be held responsible for the payment of any charges associated with compliance and withdrawal from contract and also for a percentage that can amount to up 15% of the price of the trip.

When applicable, the client can be reimbursed of the difference between the amount paid and the above-mentioned amounts.

CANCELLATION

If, for any reason not ascribable to the client, the agency is forced to cancel the organized trip before the date of departure, the client can choose:

- i) to be reimbursed of all paid amounts, or
- ii) Alternatively, to participate in another package travel, being reimbursed of any possible price difference that may exist.

RESPONSIBILITY

In accordance with the legislation in force⁶, the agency responsibility is guaranteed by a civil liability insurance with the insurance company [...] with insurance policy no. [...] in the amount of € [...].

VAT

The prices mentioned in this program already reflect the Value Added Tax at the current rate (...%).

VALIDITY

This program is valid from ... / .. / to .. / .. / ...

NOTES:

⁶ A nossa lei não é clara quanto a saber se a obrigação de informar quanto ao seguro de responsabilidade Civil é uma obrigação única da agência organizadora ou também da agência vendedora, pelo que aconselhamos à introdução também de tal informação quanto a esta (por carimbo/autocolante, etc). A eventualidade de existirem problemas contra-ordenacionais por ausência da informação quanto à agência vendedora é responsabilidade da mesma.

- The remaining special conditions shall be included in the brochure of every destination and specific trip – Specific Terms - which are part of the travel contract.
- These general conditions may be complemented by any other specific ones provided that duly agreed between the parties.
- Plan prices are based in the average dollar exchange rate so any relevant derivation of this currency may entail a price revision of the trip in accordance with the provisions contained in the clause “price change”.
- Because of the constant changes in fuel prices, fuel supplements may be added to price in accordance with the provisions contained in the clause “price change”.
- Hotel and cruise categories presented in the brochures meet the quality standards of the hosting country, being replaced by other similar ones when, for reasons not ascribable to the agency, it will not be possible to maintain or confirm the existing reservation, the agency being committed to inform the client as soon as they have become aware of such change.

GENERAL INFORMATION:⁷

ARRIVAL OR DEPARTURE TIMES

⁷ Por existirem informações que fazem parte do dever geral de informação da Agência e outras que ainda que não seja obrigação informar acabam por ser acessórias à viagem será adequado inserir embora de forma distinta ou não dentro do próprio capítulo “condições gerais”, mas num capítulo próprio. Salientamos ainda que algumas destas informações decorrem do próprio funcionamento/ organização do operador pelo que devem ser devidamente corrigidas se necessário. Para programas específicos, tipo grupos fechados, circuitos ou outras podem ser adicionadas as informações que sejam consideradas relevantes consoante a viagem específica.

Arrival and departure times are quoted in the local time of the respective country and in accordance with the times of the respective airline companies on the date of printing of this program, being therefore subject to change.

HOTELS / APARTMENTS:

- i) Apartments: The Client is fully responsible for the information about the number of persons (adults and children) who will be in the apartment. Should more people arrive, the accommodation agent may refuse entry.
- ii) Hotels: The submitted prices are per person and are based on double room occupation. Not all hotels have triple room. In that case, an extra bed shall be added, which may not have the same quality and comfort. When the room is equipped with two large single beds or a double bed, a triple room is often considered as containing just those two beds.

The accommodation group, classification and name are determined by the host country, which sometimes are different from the ones used in Portugal⁸.

MEALS:

Except as otherwise referred, drinks are not included in full board and/or half board plans

When the Client arrives to the hotel after 7:00 p.m., the first meal service will be breakfast on the next day. On last day, and except possibility of late check-out, the last hotel service will be breakfast.

HOURS OF ARRIVAL AND DEPARTURE:

⁸ Esta informação é obrigatória pelo disposto no art.º 20 n.º 4 do Decreto-lei 61/2011 de 06 de Maio.

The hours of arrival and departure on the first and last day shall be arranged according to the first and last service. As a rule, which is in no way binding, rooms can be used from 2:00 p.m. on the day of arrival, and should be left vacant before 12:00 a.m. on the day of departure.

Apartments are normally available as from 5:00 p.m. on the day of arrival, and should be left vacant before 10:00 a.m. on the day of departure.

SPECIAL CONDITIONS FOR CHILDREN:

Given the so many different conditions applied to children (destination and supplier) we recommend you to always ask for special conditions that may exist for the trip in question.

INSURANCE

The agency offers insurance that may be purchased according to the trip and to guarantee assistance situations and cancellation expenses⁹.

⁹ Ao abrigo da alínea e) do art.º 21.º do Decreto-lei 61/2011 de 06 de Maio, existe uma obrigação de informação sobre a possibilidade de celebração de contratos de seguros referentes a assistência e cancelamento. Caso as agências disponibilizem tal seguro, deverá ser incluída tal menção neste ponto.