

## **Terms and conditions**

### **1. Purpose**

**1.1** Contractual General Conditions are intended to establish the terms and conditions that govern the provision of travel services organized by At Porto Incoming Tourism, Unipessoal Lda., Headquartered at Rua das Flores, 78 Gondomar, with NIF 513 454 438, registered on the National Register of Travel Agencies and Tourism in Portugal with number 5306.

**1.2.** The services and products are offered to you under the terms and conditions expressed herein.

**1.3.** The contract with the agency you acknowledge and accept all the terms and conditions set forth.

### **2. Reservations**

**2.1.** At time of reservation the client must deposit 50% of the holiday price, liquidating the remaining 50% up to 21 days before the trip.

**2.2.** Made a reservation for the trip were to take place 21 days or less of the departure date, the total price must be paid at time of reservation, the latter being conditional on obtaining from suppliers of confirmation of reservations for all services .

**2.3.** For any change to the reservation at your request the Agency reserves the right to charge a change fee under the provisions of section 2.6. below.

**2.4.** Without prejudice to the amount payable by the Customer for the costs to be incurred with the reserves necessary for the confirmation of registration and which will be added to the price of the trip, the customer is still required to pay all cancellation charges, in accordance with point 7.1 of these General Conditions, should I give up the trip.

**2.5.** The Agency reserves the right to cancel any reservation which payment has not been made under the above conditions.

**2.6.** For reservations, service charges, changes to reservations and other services will be applied constant value of the tables that they are in force at any time, plus the amounts charged by suppliers in particular in cases of changes.

**2.7.** The standard form for reservation or service request must contain all the elements necessary for processing the same.

**2.8** The prices referred to in 2.6. They are payable per reservation request, services or supply of goods and products and will be charged to the Customer at the time of acceptance of the reservation, request for services or supply of goods and products by the Agency.

**2.9** The prices referred to in 2.6. will not be refunded to you in case of no use or enjoyment of the good or service subject to reservation as well as for any other reason not attributable to the Agency.

### **3. Price Changes**

**3.1.** The Right Agency reserves of up to 20 days before the date of travel, change the price of the trip if this increase is due to variations in the cost of transport or fuel, dues, taxes or fees chargeable or currency fluctuations, must communicate this fact to you.

**3.2.** The change will be based proportional to changes in the prices of factors that influence the same change.

**3.3.** Failure to accept the increased cost of travel, according to the law, gives you the right to unsubscribe from the same terms and conditions as set out in the Impossibility of Compliance section.

### **4. Refunds**

Once you start moving, it will not be due any refund for unused by the customer service. The failure to provide services provided in the travel program for reasons not attributable to the Agency if not replaced by other equivalent services, gives you the right to be reimbursed the difference between the price of provided services and actually provided, without prejudice the provisions of paragraph 11.4 of these General Conditions.

## **5. Assignment of reservation**

**5.1.** You may give your reservation, making be replaced by another person who satisfies all the conditions required for the trip, provided it notifies the Agency in writing at least 7 days in advance and that the different service providers included in the trip accept the replacement.

**5.2.** In the case of cruises and flights from long journeys, the aforementioned period will be 15 days.

**5.3.** The assignment of booking severally liable assignor and assignee by the price of payment and additional costs arising from the assignment.

## **6. Airport Rates. VAT tax**

**6.1.** The payment of airport charges must be made by the customer when purchasing the trip or locally at airports where it is required, which may vary according to destination. In any case, the Agency shall inform the Customer, upon registration on the trip, the form of payment of these fees.

**6.2.** The tax on value added, applicable to the travel date, is included in the service.

## **7. Withdrawal**

At all times the client may give up the trip / stay by written communication, being entitled to a refund of amounts paid deducted from the following expenses:

**7.1.** Handling fees that the Agency has had to obtain the reserves and even a value that can go up to fifteen percent of the price of services;

**7.2.** Non-refundable cancellation spending by suppliers (hotels, transportation, guided visits and other services);

**7.3.** Spending on airline tickets subject to the specific conditions for that reason, cannot be refunded after issue.

## **8. Changes**

**8.1.** If the suppliers of the trip in question allow, whenever a customer, enrolled for a particular journey, you want to change your registration to another trip or to the same departing on a different date, or other possible changes, you must pay the fee, as change expenses. However, when the change takes place 21 days or less in advance of the departure date of the trip, for which the customer is registered, or if service providers do not accept the change, subject to the planned expenses and charges in the "Elimination" section.

**8.2.** For each change (names, dates, type of apartment or room), a service fee of € 20.00 will be charged.

**8.3.** After start moving if prompted to change the services contracted for reasons not attributable to the Agency (ex. Expansion of nights stay) the prices of tourist services may not correspond to those published in the brochure which led to the hiring.

## **9. Complaints**

**9.1.** It may only be considered if they are tabled in writing within no more than 20 days after the end of service delivery.

**9.2.** This information can only be accepted after details have been communicated to suppliers of services (hotels, guides, local agents, etc.) during the journey or stay the course, requiring the same supporting documents of the event.

**9.3.** Failure to timely delivery and the participation of these documents is cause for dismissal of the Agency.

**9.4.** In case of a claim for breach of the contracted services the customer can still operate the security provided under the legislation in force, and to do so to put forward their complaints to the Tourism of Portugal IP within 20 days after the end of the trip.

## **10. Changes**

**10.1.** Where there are reasonable grounds to justify it, the Agency can change the conditions set out in the program, namely the order of the routes, the departure times or substitute any of the accommodations provided by other similar category and location.

**10.2.** If unforeseen circumstances force them to suspend the trip, the customer will always be entitled to reimbursement of monies paid.

## **11. Impossibility of Compliance**

**11.1.** If through no fault facts to the Agency this were to become unable to meet some constant essential service travel program, are entitled to give up the trip, immediately refunded all monies paid, or alternatively to accept an amendment the services and any change in the price.

**11.2.** If such facts not attributable to the Agency may determine the cancellation of the trip, the customer can choose to participate in another trip accepting an amendment to the contract and any change in the price.

**11.3.** If travel is proposed to replace the lower price, the customer will be refunded the relevant difference.

**11.4.** Any reimbursement is due for services which, although put to Customer's disposal, it chose not to use.

## **12. Cancellation of the Program by the Agency**

The agency reserves the right to cancel the package if the number of participants is less than the minimum required. In these cases, the customer will be informed in writing at least 8 days in advance, leaving the Agency exonerated from any responsibility for the cancellation.

## **13. Special Conditions for Children**

Given the diversity of conditions applied to children, depending on age, service provider and travel dates, always recommended to question the special conditions that may exist that deal with each situation will be subject to appropriate information.

## **14. Documentation**

**14.1.** The customer must possess in good order all their personal or family documentation (identity card, authorization for minors, passports, visas, certificates of vaccines and other possibly required. The personal note is not valid for crossing the Portuguese border). The Agency accepts no responsibility for the refusal to grant visas or no customer entry permit in a foreign country; in these cases apply the conditions for the cancellation of the trip, still being of every client account and any cost that this would entail.

**14.2.** Customers who are foreign nationals must possess the necessary documentation (passport, visa, residence permit, etc.) to travel or transit within the EU depending on their nationality. For travel wholly or partly outside the European Union may be necessary visa or other special documentation. Always consult the embassy or consulate of the country of destination of your trip. **14.3.** In any case the Agency could be responsible, directly or indirectly, by refusing to grant visas or not incoming client allowed in any country.

## **15. Diet**

**15.1.** BB (Bed & Breakfast) - only Breakfast;

**15.2.** MP (HB) - includes breakfast and dinner. Drinks are not included;

**15.3.** PC (full board) - includes breakfast, lunch and dinner. Drinks are not included;

**15.4.** (All Inclusive) - includes breakfast, lunch, dinner, snacks and drinks such as water, juices and wine. Inclusions may be more comprehensive or restricted by the destination and the hotel chain.

You should confirm with the Agency the inclusion of all-inclusive relating to your booking.

**15.5.** Any Customer-specific application for meals is always dependent on the supplier's confirmation of and may involve the payment of a supplement.

**15.6.** On trips organized in half board or full board are not included meals that match the flying hours, with transportation to and from the airport or, or wait

of air links.

## **16. Hours of Arrival and Departure**

**16.1.** The hours of arrival and departure in each city are listed at the time of the respective country and in accordance with the

schedules of shipping companies and therefore are subject to change.

**16.2.** On trips that include transport by bus the times listed are approximate in nature.

**16.3.** Are except the delays caused by technical or other reasons related to the means of transport, with the transport companies or resulting from natural causes.

## **17. Accommodation and Time**

**17.1** The group, classification and description of accommodation are determined by the host State. The list of hotels and apartments contained in the program is indicative, as well as their category. As regards housing, the following special rules apply: - Apartments: It is the total and at your own risk the number of people information (adults and children) who will occupy the apartment. In the case of presenting more people than reserved, those responsible for accommodation may refuse entry. - Hotels: Prices quoted are per person and are based on double room occupancy. Not all hotels have triple room and are therefore placed in a double room an extra bed, which may not be of identical quality and comfort. In the case of treated rooms with two large beds and double beds, it is considered that, in most cases, triple consists only of these two beds.

**17.2.** Time: How indicative rule, normally rooms can be used from 3 p.m., the day of arrival and must be left free before 12 p.m. the day of departure. In the apartments, the input generally occurs at 5 p.m. the day of arrival, and they must be free before 10 a.m. of departure date. Key collection is usually done within the office working normal hours at the reception, in place indicated by the Agency.

## **18. Luggage**

**18.1.** The agency is responsible for luggage under the law;

**18.2.** The customer is obliged to complain to the provider of the services at the time of removal, damage or destruction of baggage.

**18.3.** In international transport in case of damage to luggage, the complaint must be made in writing to the carrier immediately after checking the damage and not later than seven days after its delivery. Being in cause the mere delay in delivery of baggage complaint must be made within 21 days from the date of delivery thereof.

**18.4.** The presentation of such claim will be essential foundation for the operation of the Agency's responsibility for the provider of the service.

## **19. Responsibility**

The liability of the Agency, emerging of the liabilities assumed, is guaranteed by liability insurance.

## **20. Payment Methods**

You may pay for services by bank transfer or other if previously agreed with the Agency.

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