

# Booking Terms

## 1. General Conditions

### The Tour Operator

All the items present in this website are sold by Portugaltrails-Viagens e Turismo, Unipessoal, Lda, sited in Rua das Lapas, Centro Comercial da Charneca, Loja 13 Charneca, 2750-772 Cascais, Portugal, with VAT number 508821363, with a social capital of 100.000€, registered at Conservatória do Registo Comercial de Cascais with number 508821363 and registered at RNAVT with number 2791.

### VAT

All prices mentioned in Portugaltrails' website are in EUR and include VAT.

### Eligibility to purchase

The purchase of goods or services is limited to parties that can legally access it and form contracts on the website under the Portuguese law. This means that if you are an individual, you must be 18 years or older to purchase any goods or services via the website and by offering to purchase any goods or services you are declaring that you are 18 years of age or older (to rent a car you must be 21 or older). In order to perform a purchase, you must provide your real name, phone number, e-mail address, credit card details and other requested information. The website is available only to individuals and companies or partnerships whom we, in our absolute discretion, consider eligible. The eligibility criteria include, those who have been issued a valid account by a bank accepted by us. Also, this criterion includes who has authorized our partner (PayPal) to charge the credit card the total amount of the purchase of any goods or services that they acquire. By making an offer to buy any goods or services, they specifically authorize our PayPal partner to use credit card number, to authenticate identity, to validate credit card, to obtain an initial authorization for the card and authorization for purchase transactions.

### **Tours participation**

We reserve the right to decline any person as a customer if their conduct is disruptive and affects the enjoyment of other holidaymakers, and we shall be under no liability for any extra costs incurred by such a person as a result of our doing so.

### **Organizational responsibility**

All possible care is taken to ensure that our suppliers maintain the highest possible standards. We are not responsible in any way for problems however they may arise, that result from the booking of services that we do not control directly (hotels, rent-a-car, private drivers and other activities). The responsibility of Portugaltrails is granted by a Civil Responsibility Insurance in accordance with the current Portuguese law.

### **Disclaimer of Warranty**

Under the terms of the current legislation the responsibility of the agency is guaranteed by a liability insurance of the company Ocidental Seguros, SA with registration number RC78439583 for the amount of € 75,000.00. The company also contributed to the Travel and Tourism Guarantee Fund (FGVT - DL 61/2011 of 06 May with the wording given to it by DL 199/2012 of 24 August). The grounds for excluding Portugaltrails from liability include, but are not limited to, the speculative, false or fraudulent reservation made by the customer, cancellation of the trip by the customer, faults in the execution of the agreement attributable to the client, faults imputable to a third party alien to the provision of the services envisaged, faults which are unforeseeable and unavoidable and situations due to force majeure.

### **Unused services**

No refunds or exchanges can be made with respect to accommodation, meals, sightseeing tours, transport or any other services, included in the tour/activity price after the tour has started. If you do not use some of the services that you have paid for, for any reason during the tour no refunds will be made.

### **Non-fulfilment**

If for reasons that we cannot foresee, we are obliged to cancel or change any of the services provided in the tour that you have chosen, you have the right to cancel your reservation, and of being reimbursed according to our cancellation policy or accept the change and eventual price adjustment. You can also choose another Portugaltrails tour with approximate value; lower value tours will imply reimbursement of the respective difference.

## Complaints

If you have a complaint about a service during your holiday please refer the matter to the supplier service provider immediately (hotel, car hire, driver etc). Matters can most easily be resolved by you on the spot, when the supplier can see and understand the exact nature of any occurring problems that you may have. It is unreasonable to take no action whilst on holiday, and then complain afterwards. If in the unlikely event that matters cannot be resolved to your satisfaction, we will ask you to record details and you must then follow up your report by writing to our Customer Service Department. Please note that we will not accept complaints that have not been previously made to the supplier.

In the event of a dispute, you may also use the following Alternative Dispute Resolution entities:

- Comissão Arbitral do Turismo de Portugal in <http://www.turismodeportugal.pt> ;
- Other Alternative Dispute Resolution Entities (ADR) available in <http://www.consumidor.pt> in Lista de Entidades RAL.

## Special conditions

Portugaltrails can send all invoices via email (e-invoicing).

The present conditions may be complemented with other special conditions that will be valid when signed by both parties. This information is valid at the time of publication but is subject to change without prior notice. However, should any changes occur, they will be posted on the website in due course. Should the Booking Terms change after the deposit is paid, the Booking Terms under which the deposit was paid shall apply.

## Travel documentation

All participants must have their travel documentation in order and up to date (identity card, passport, driving license, minors' authorization, and others that might be demanded at the time of travel). Any inconvenience caused by any failure in travel documentation is the participants' responsibility. It is advised to consult the embassy or consulate of the destination countries of your trip. In no case may Portugaltrails be liable, directly or indirectly, for the refusal of being granted a visa or getting permission to enter any country.

## Payments Policy

After our availability confirmation email you are required to pay 25% of total cost in advance to secure your booking. We will only book with the service providers after payment confirmation by our bank. Please have in mind that if this process takes too long some of the services may not be available anymore. The rest of the payment should be made four weeks prior to arrival date so that you receive your travel kit (guidebook, map, roadbook and vouchers) on time. If we do not receive this final payment we will consider the reservation as canceled and the cancellation policy applies.

## Cancellation policy

- If you cancel 5 working days or more prior to your arrival date, your cancellation will be free of charge.
- If you cancel between 1 and 4 working days prior to your arrival date, the first two days of hotels and services will be charged.
- If you cancel on your arrival date or any date after the arrival date, the full amount will be charged.
- If you do not show at hotels and service providers (no-show) the full amount will be charged.
- If your tour includes services with different and stricter cancellation policies from the ones mentioned above, those different cancellation policies will be mentioned on your proposal and shall prevail over the general cancellation policy.

## Passing your reservation to someone.

You can pass your reservation to someone, since as long as the person (people) involved fulfils all the requirements to travel. You must warn Portugaltrails at least 15 days in advance and change will only be guaranteed if all the suppliers accept the new person (people). Portugaltrails will notify you by email of the decision.

## 2. Accommodation

When rendering our services, the information that we disclose is based on the information provided to us by the hotels. Although we will use reasonable skills and care in performing our services we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any temporary and/or partial) breakdown, repair, upgrade or maintenance of our website or otherwise), inaccurate, misleading or untrue information or non-delivery of information. The hotels described in the tours of our website are indicative. We will book the ones described or similar. The hotel classification (group, type, star rating) is determined by the Portuguese and Spanish laws.

## Hotel Rooms

The accommodation provided is only for the use of clients shown on the confirmation invoice and voucher as confirmed by us; subletting, sharing or assigning is prohibited. The prices presented are per person and based in double occupancy standard rooms. Not all the hotels have triple rooms, they will most likely place an extra bed that might not be as comfortable.

## Hotel check-in and check-out times

Check in time is normally at 4 p.m. and check out at 12 noon. Although most hotels can provide luggage storage and changing room facilities, if you arrive earlier or stay later you may be asked to pay locally for a late check out. If you think you will need any of these services please mention them in your booking preferences.

## Child occupancy conditions

The price mentioned for a child at Portugaltrails website is only valid if the child up to 12 years of age who is travelling with at least two adults and sharing the same room. If you are travelling with more than one child or have specific needs regarding this matter you must always ask Portugaltrails for further information.

## 3. Activities

Please be aware that many of the activities are conditioned by weather or other conditions that we cannot foresee, therefore please consult the detailed information about the activities that you are about to book on our website. Note that some activities have a minimum number of participants, so they will only take place if the minimum required number is achieved. Be aware of the fact that some activities should be booked well in advance, since they may become easily fully booked. Excursions or other activities that you may choose to book or pay for whilst you are on holiday are not part of the holiday package provided by us. For any excursion or other tour that you book, your contract is with the operator of the excursion or tour and not with us thus and we are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision.

## 4. Rent-a-car

Our supplier Terms & Conditions will apply (the proposal that we will present to you, specifies the suppliers).

### **Age restrictions and license requirements**

Minimum driver's age is 25 and the maximum age is 85. Drivers must have held a full national driving license for at least 1 year. Both Portuguese and Spanish laws require an international driver's license together with your national one (make sure both are not expired or expiring while travelling). The rental car agency might release the car even if you do not have the international one, but this will be at your own risk. For luxury cars or cars with capacity for 7 or more people, the minimum age for renting is 25 years old and the driver's license must have been issued for at least 2 years. Passports must be shown for identification. Drivers with endorsements on their licenses will not be allowed to hire a vehicle. While signing the rental contract with the rental car supplier, a credit card will be required for payment and deposit.

### **Terms of contract**

The vehicles can only travel to Spain with prior permission of Portugaltrails (that will arrange all the details with the supplier).

You will be required to leave a deposit for the value of the insurance excess coverages and fuel. This amount will be held on your credit card. Cash/debit card deposits will not be accepted. If the car is damaged during the rental you may be charged an excess, which will be debited from your deposit.

For the remaining conditions, please consult our suppliers (mentioned in the proposal that we will make).

## **5. GPS device**

If you do not return the GPS device, we will ask for reimbursement of €150. In case of theft, please be sure to file a police report, and return a copy of the report to Portugaltrails so as to avoid this charge.

Cascais, March 9<sup>th</sup>, 2018