



GENERAL CONDITIONS

This program/catalogue is the informative document in which the present general conditions are inserted, forming an integral part of it and which, in absence of an independent, constitute the travel document.

This information is binding on the agency unless cumulatively:

- The program expressly previses it;
- Changes to it are insignificant;
- The change information is provided to the traveller in lasting support.

These general conditions comply with the provisions of Decree-Law No. 17/2018 of March 8th.

The General Conditions whose object is an Organized Trip or Related Travel Service included in this program, the corresponding standard information sheets and the conditions contained in the travel documentation provided to the Traveller at the time of booking the trip, constitute the travel contract that binds the parties.

1. ORGANIZATION

1.1. These General Contractual Conditions are intended to establish the terms and conditions governing the provision of travel services organized by PEOPLEDIRECT

MARKETING, LDA, with head office in Rua Vitor Costa e Silva, 15 Loja F, 8600-764 Lagos, Taxpayer no. 506443140, with the paid-in share capital of € 100.000,00, registered at the Commercial Registry Office of Lagos under no. 506443140, and with registration no. 2616, in the National Register of Travel and Tourism Agencies (RNAVT) (hereinafter referred to as AGENCY), in addition to any Special Conditions agreed between the Traveller and the AGENCY, telephone 282782078, email info@pdm-travel.com.

2. REGISTRATION

2.1. The Traveller must pay 35% of the total amount on booking and 65% up to 62 days before the trip.

2.2. The cases in which suppliers impose payment conditions different from those set out above, regardless of the advance of reservation, the conditions of these suppliers prevail. If applicable, the AGENCY will communicate the amount to be paid as soon as this information is obtained, it is the Traveller's responsibility to ensure the respective payment to make the reservation.

2.3. The AGENCY reserves the right to cancel any registration for which payment has not been made under the conditions mentioned above.

2.4. The reservations are subject to obtaining confirmation from the suppliers of all services.

3. INFORMATION PURSUANT TO LAW No. 144/2015 OF SEPTEMBER 8:

Pursuant to Law no. 144/2015 of September 8, in its current wording, we inform you that the Traveller may appeal to the following Alternative Consumer Dispute Resolution Entities:

- i) Customer Provider for Travel and Tourism Agencies in www.provedorapvt.com;
- ii) Arbitration Committee of Tourism of Portugal in www.turismodeportugal.pt.

4. COMPLAINTS

4.1. Any non-conformity in the performance of a travel service included in the package travel contract must be communicated to the organizing travel agency or retailer in writing or in other appropriate form as soon as such non-conformity occurs, that is without undue delay.

4.2. The right to file complaints for the purposes of price reduction or right to compensation for non-compliance of the travel services included in the package trip shall expire within 2 years.

5. LUGGAGE

5.1. The agency is responsible for the luggage under the legal terms.

5.2. The Traveller is obliged to complain to the service provider at the time of removal, deterioration, or destruction of baggage.

5.3. The presentation of such claim will be an essential fundament for triggering the AGENCY's responsibility over the entity providing the service.

6. LIMITS

6.1. The agency's responsibility will be limited to the maximum amount required from the entities providing the services, under the terms of the 1961 Bern Convention on Rail Transport.

6.2. Regarding the maritime transport, the responsibility of travel agencies, in relation to their Travelers, for the provision of transport or accommodation services, when applicable, by shipping companies, in the event of damage resulting from intent or negligence of these, will be limited to the following amounts:

- a) € 441.436,00, in case of death or personal injury;
- b) € 7.881,00, in case of total or partial loss of luggage or its damage;
- c) € 31.424,00, in case of loss of a motor vehicle, including the luggage contained therein;
- d) € 10.375,00, in case of loss of luggage, accompanied or not, contained in a motor vehicle;
- e) € 1.097,00, for damage to luggage because of damage to the motor vehicle.

6.3. When it exists, the responsibility of travel and tourism agencies for the deterioration, destruction and removal of luggage or other items, in tourist accommodation establishments, while the Traveller is staying there, has the following limits:

- a) € 1.397,00, globally;

b) € 449,00 per item;

c) The value declared by the Traveller, regarding the items deposited in the custody of the tourist accommodation establishment.

6.4. The agency's responsibility for non-physical damage is contractually limited to an amount corresponding to three times the price of the service sold.

7. RESERVATION AND AMENDMENT EXPENSES

7.1. Each service booked through the AGENCY is subject to a service fee that will be informed during the process and before the reservation request is made.

7.2. When making the reservation, the Traveller accepts the fees mentioned and practiced.

7.3. Some cities charge a tourist tax. As a rule, the value is not included in the price of accommodation or the organized trip and must be paid locally.

7.4. The values referred to in 7.3. will be duly informed to the Traveller before making the reservation.

Please note that acceptance of such amendments depends on acceptance by the respective suppliers.

8. DOCUMENTATION

8.1. The Traveller must have his/her personal or family documentation in good order (identity card, passport, military documentation, authorization for minors, visas, vaccination certificate and others that may be required).

9. CHANGES REQUESTED BY THE TRAVELER

9.1. If the providers of the trip in question allow, whenever a Traveller, registered for a particular trip, wishes to change his/her registration to another trip or for the same one departing on a different date, or any other change, he/she must pay the fee referred to above, such as alteration expenses. However, when the change takes place 21 days or less in advance of the date of departure of the trip, for which the Traveller is registered, or if the service providers do not accept the change, it is subject to the expected expenses and charges in the clause "*Termination of the Contract by the Traveller*".

9.2. After starting the trip, if requested to change the services contracted for reasons not attributable to the agency (extension of the nights of stay, for example), the prices of tourist services may not correspond to those published in the brochure that motivated the contract.

10. REGISTRATION ASSIGNMENT (CONTRACTUAL POSITION)

10.1. The traveller may assign his position, being replaced by another person who meets all the conditions required for the organized trip, since he informs the travel and tourism agency, in writing, up to seven consecutive days before the scheduled date for the departure.

10.2. The assignor and the assignee are jointly responsible for the payment of the outstanding balance and for the fees, charges or additional costs arising from the assignment, which will be duly informed and confirmed by the travel and tourism agency.

11. CHANGES TO BE MADE BY THE AGENCY

11.1. Whenever, before the start of the organized trip, (i) the travel and tourism agency is obliged to significantly change any of the main characteristics of the travel services, (ii) or fails to meet the special requirements requested by the Traveller; (iii) or propose to increase the price of the organized trip by more than 8%, the traveller may, within 24 hours:

- a) Accept the proposed change;
- b) Terminate the contract, without any penalty, being refunded the amounts paid;
- c) Accept a replacement organized trip proposed by the travel and tourism agency, being refunded in case of price difference.

11.2. The absence of a response from the Traveller within the deadline set by the travel and tourism agency will imply tacit acceptance of the proposed change.

12. TERMINATION OF THE CONTRACT BY THE AGENCY

12.1. When the trip is dependent on a minimum number of participants, the AGENCY reserves the right to cancel the organized trip if the number of participants reached is less than the minimum. In these cases, the traveller will be informed in writing of the cancellation within:

a) 20 days before the start of the organized trip, in the case of trips lasting longer than six days;

b) 7 days before the start of the organized trip, in the case of trips lasting two to six days;

c) 48 hours before the start of the organized trip, in the case of trips lasting less than two days.

12.2. Before the start of the organized trip, the travel and tourism agency may also terminate the contract if it is prevented from performing it due to unavoidable and exceptional circumstances.

12.3. Termination of the travel contract by the agency under the above terms only entitles the traveller to a full refund of payments made within a maximum period of 14 days after the termination of the travel contract.

13. CHANGE OF PRICE

13.1. The prices included in the program are based on the cost of services at the time this program is printed and are therefore subject to changes (price increase or decrease) resulting from variations in the cost of transport or fuel, taxes, and fees up to 20 days before the travel date.

13.2. If the increase in question exceeds 8% of the total price of the organized trip, the provisions of the clause "*Changes to be made by the Agency*" will apply.

13.3. In case of price reduction, the travel and tourism agency reserves the right to deduct the corresponding administrative expenses from the reimbursement to be made to the traveller, which at the traveller's request will be justified.

14. REIMBURSEMENT

Once the trip has started, no refund is due for services not used by the Traveller for reasons of force majeure or for reasons attributable to the Traveller, except for reimbursement by the respective suppliers. The non-provision of services provided for in the travel program for reasons attributable to the organizing agency and if replacement by equivalent ones is not possible, entitles the Traveller to be reimbursed for the difference between the price of the services provided and those provided.

15. TERMINATION OF THE CONTRACT BY THE TRAVELLER

15.1. The traveller is free to give up from the trip at any time before the start of the trip.

15.2. In case of termination, the Traveller will pay a termination fee as follows:

- a) Up to 60 days prior to travel – the applicable termination fee is 25% of the travel value;
- b) Up to 30 days before the trip – the applicable termination fee corresponds to 50% of the trip value;
- c) Up to 15 days before the trip – the applicable termination fee corresponds to 100% of the trip value;
- d) Until the start date of the trip - the applicable termination fee corresponds to 100% of the trip value.

15.3. Such termination implies that the Traveller is responsible for the payment of all charges that the beginning of the performance of the contract and his/her withdrawal take place, less the reallocation of services and cost savings.

15.4. When applicable, the Traveller will be reimbursed for the difference between the amount paid and the amounts mentioned above. In this situation, the refund will be made, deducted from the termination fee, within a maximum period of 14 days after the termination of the travel contract.

15.5. The traveller is also entitled to terminate the travel contract before the start of the same without paying any termination fee, in the event of unavoidable and exceptional circumstances at the destination or in its immediate vicinity that considerably affect the performance of the same or the transport of the passengers to the destination. Termination of the travel contract in this situation only entitles the traveller to a full refund of payments made.

16. RESPONSIBILITY

16.1. The travel and tourism agency is responsible for the correct execution of all travel services included in the travel contract.

16.2. In the case of organized trips, travel and tourism agencies are responsible to Travelers, even if the services must be performed by third parties and without prejudice to the right of return, under the general terms applicable.

16.3. The organizing travel and tourism agencies respond jointly with the retail agencies, in the case of organized trips.

16.4. In other travel services, the travel and tourism agency is responsible for the correct issuance of accommodation and transport tickets and also for the guilty choice of service providers, if these have not been suggested by the traveller.

16.5. The travel and tourism agency that acts as an intermediary in the sales or reservations of separate travel services is responsible for errors in issuing the respective titles, even in cases arising from technical deficiencies in the reservation systems that are attributable to them.

16.6. The travel and tourism agency is responsible for any errors due to technical deficiencies in the booking system attributable to it and, if it has agreed to book an organized trip or travel services that are part of related travel services, by the mistakes made during the booking process.

16.7. The travel and tourism agency is not responsible for booking errors that are attributable to the traveller or that are caused by unavoidable and exceptional circumstances.

17. ASSISTANCE

17.1. In the event of the traveller's difficulties, or when, for reasons not attributable to him/her, he/she is unable to complete the organized trip, the travel and tourism agency will provide the following assistance:

a) Providing adequate information about health services, local authorities, and consular assistance; and

b) Assistance to the traveller in carrying out long-distance communications and finding alternative travel solutions.

17.2. If the difficulty underlying the request for assistance was caused by the traveller deliberately or negligently, the travel and tourism agency may charge a fee in the amount of the costs incurred in providing such assistance.

17.3. If, due to unavoidable and exceptional circumstances, the traveller cannot return, the organizing travel and tourism agency is responsible for ensuring the necessary accommodation costs of an equivalent category, if possible, for a period not exceeding three nights per traveller. The retail travel and tourism agency is jointly and severally liable for the obligation in question, without prejudice to the right of return, under the general terms applicable.

17.4. The cost limitation mentioned above does not apply to persons with reduced mobility, their accompanying persons, pregnant women, and unaccompanied children, nor to persons in need of specific medical care, since the travel and tourism agency has been notified of such specific needs at least 48 hours before the start of the organized trip.

18. INSOLVENCY

In the event of the insolvency of the travel and tourism agency, the traveller may appeal to the Travel and Tourism Guarantee Fund, and for this to appeal to Turismo de Portugal I.P, the entity responsible for the respective activation:

Turismo de Portugal, I.P.

Rua Ivone Silva, Lote 6, 1050-124 Lisboa

Tel. 211 140 200 | Fax. 211 140 830

info@turismodeportugal.pt

19. INSURANCE

19.1. The responsibility of the travel agency that organizes this program and emerges from the obligations assumed, is guaranteed by Civil Liability Insurance of Companhia Seguradoras Unidas, S.A. / Tranquilidade, policy no. 0002757641, in the amount of € 75.000,00 and in accordance with the legislation in force.

19.2. The agency also offers the sale of insurance that may be purchased depending on the trip to guarantee assistance situations and cancellation expenses.

20. TAXES

The prices mentioned in this program already reflect the Value Added Tax at the current rate depending on the type of service (margin regime).

21. VALIDITY

This program is valid from 17/11/2022 to 21/11/2022.

NOTES:

- These general conditions may be complemented by any other specific ones if they are duly agreed upon by the parties.
- Due to the constant changes in the price of fuel on the prices charged, there may be a change in the fuel supplement inserted in the price under the terms contained in the clause “*Change of price*”.
- The categories of hotels presented in this brochure follow the quality standards of the host country, and they can be changed to similar ones when, for reasons beyond the agency, it is not possible to maintain or confirm the existing reservation, and the agency is obliged to inform the Traveller as soon as he becomes aware of it.

GENERAL INFORMATION:**ARRIVAL OR DEPARTURE HOURS:**

The departure and arrival times are indicated in the local time of the respective country (Portugal) in the Pre-Contractual Information of the Travel Program, and may, if necessary, be subject to change.

HOTELS/APARTMENTS:

Hotels - The price shown is per person and is based on double or single occupancy, depending on the option chosen by the traveller. Not all hotels have a triple room, and an extra bed is usually placed, which may not be of the same quality. In rooms equipped with two or double beds, the triple can only be made up of those beds.

MEALS:

According to the supplement booked, breakfast on the 18th, 19th, 20th and 21st of November will be included and will start being served at the schedule of the hotel. Also included are: 2 lunches at the *Dona Isilda* restaurant; 1 lunch at the *Infante* restaurant, and 1 lunch at the *S. Miguel* restaurant.

ENTRY AND EXIT TIMES:

The entry and exit times on the first and last day will be defined according to the first and last service. As a rule, without binding character, the rooms can be used from 14:00 on the day of arrival and must be left free until 12:00 on the day of departure.

SPECIAL CONDITIONS FOR CHILDREN:

Given the diversity of conditions applied to children (destination and provider), it is recommended to always question the special conditions that may apply to the trip in question.

UPDATES REGARDING THE SARS -CoV -2 VIRUS

This document will be updated according to the Legislation in force by the time of the trip.