



## Terms and Conditions

### 1. Payment

A reservation is due to be paid in full after the final confirmation, with booked and confirmed services to be paid by a bank transfer. A payment document must be sent within 24 hours: if this is not carried out then the booking will be cancelled. The Travel Host reserves the right to cancel any reservation if payment is not made according to the company's rules and conditions.

### 2. Handling Charges

The Travel Host reserves the right to charge handling fees.

### 3. Child Reductions

Discounts for children are shown on the booking confirmation. If the holidaymaker has any additional transport requirements, then price reductions granted by the relevant transport company will apply.

### 4. Luggage

Luggage brought by the traveller is excluded from the tour contract. In each case it is required that the traveller always takes and looks after their own luggage, wherever it is being carried. The transport of luggage and any cost and risks involved is the responsibility of the traveller. Travellers are strongly advised to take out insurance cover for any luggage they carry, as well as supervising the loading and unloading of it in transit.

### 5. Travel Documents

The traveller is obliged to bring with them all valid personal and family documents (personal identification, travel permits and visas, armed forces passes, travel permission for minors, certificates of vaccination or other documents stipulated) required for the tour. The tour organiser undertakes no liability whatsoever for refusal of visas or other legal requirements, which are necessary for entry in the destination country; the tour counts as cancelled in such a case and any resulting costs are to be fully borne by the traveller.

### 6. Amendment Requests

Whenever an amendment to a tour that has already been booked is requested by the holidaymaker, they are expected to pay a re-booking fee if the request is carried out. If, however, the amendment requested by the holidaymaker is received less than 21 days before the start of the tour, or if a service provider refuses these amendments, the attached conditions on the "Tour Withdrawal" form are applicable to the holidaymaker.

### 7. Cancellation of the Contract

The traveller can withdraw from the travel contract up to three days before the start of the tour if they appoint a replacement that fulfils all the requirements of the tour that has been booked, as long as they inform the tour organiser of this and all service providers agree on this amendment. Re-booking in this way renders the original traveller and the replacement appointed liable for the full cost of the tour price and the supplementary costs incurred by the change.

### 8. Amendments

Whenever there are grounds for justification, the tour organiser can carry out changes to the itinerary, route and/or departure times, or re-book a hotel to another place of equal value without entitling the traveller to a claim for a refund or damages. If unforeseen circumstances force the cancellation of the tour by the organiser, the traveller has the right to a full refund of any payment they have already made.

### 9. Price Change

The prices published by the tour organiser are based on the costs of the service offered at the time when the web page was published on the Internet and can be changed at any time if there are price increases for fuel, customs entry, taxes, fees or exchange rates. Whenever there are price increases for the tour, the traveller will be informed about this in writing by the organiser and will be required, within a period of time set by the organiser, to agree the new price or to withdraw their booking according to the "Cancellation of the Contract Through Unforeseen Circumstances" document.

#### **10. Refunds**

After the start of a tour, the traveller has no right whatsoever for a refund relating to any services that they have not used. If, for reasons that are not the fault of the organiser, the services set out in the programme are not fully used, or are completed through other parties, the traveller can simply claim for a refund for the difference between the services described and the services actually carried out.

#### **11. Complaints**

Complaints can only be taken into account if they are put into writing and sent to the organiser within 15 days of the end of the tour at the latest. Furthermore, these complaints must be made in accordance with EU guidelines at the location of the relevant service provider (i.e. hotel, tour leader, local agency etc.) and the corresponding confirmation of complaint must be obtained and presented to the organiser.

#### **12. Cancellation of the Contract Due to Unforeseen Circumstances**

If, for reasons that are not the organiser's responsibility, the organiser is prevented from fulfilling individual or essential aspects of the programme, the traveller has the right to cancel the contract and to receive a refund for all payments that he or she has already made or, as an alternative, accept a modified tour and possibly a new tour price. If the new tour is published at a lower price the traveller can claim for the difference.

#### **13. Tour Withdrawal**

If the traveller or a member of the existing booking group withdraws from the tour contract, they must pay the organiser for all resulting expenses and furthermore pay a cancellation fee which can be up to 15% of the total price. Should this happen, the traveller receives a refund for the difference between the amount already paid and the costs and fees due.

#### **14. Liability**

The responsibility of the organiser resulting from this programme is covered by the legal liability insurance policy and furthermore through a legally deposited security according to the spirit of the applicable law. Published prices include VAT at current rate.

#### **Additional Agreements**

The conditions hereby laid out can be expanded through additional specific conditions as long as both sides agree to this. All and any litigation arising from the interpretation or execution of the present agreement falls under the sole jurisdiction of the Portuguese Court.