



# YOUR TRUSTED TOUR OPERATOR

## GENERAL CONDITIONS

### 1. INTRODUCTION

These general conditions are an integral part of the program/catalog/information document to which they belong and are, in the absence of a separate document, the travel contract.

In cases involving an organized travel present in this program, these general conditions and the particular conditions set out in the travel documentation provided to the customer on the booking time of travel, substantiate the travel contract binding the parties.

The present program/catalog/information document serves as a bond to the agency, except in the case of changes that have been communicated in writing to the customer prior to the conclusion of the reserve (contract), or where the parties agree otherwise.

These general conditions are prepared in accordance with the legal regime applicable to travel agencies and tourism contained in Decree-Law No. 61/2011 of May 6.

### 2. ORGANIZATION

The technical organization of travels in this brochure is the responsibility of SUBLU TOUR PORTUGAL, LDA. , Headquartered in Rua Caminho Real, condomínio Jardim do Mar, Fracção G, Pederneira – 2450-060 NAZARÉ, with a Share Capital held of 25.000,00 Euros, registered at the Conservatória do Registo Comercial da Nazaré under the single registration and identification tax 513 049 207, with RNAVT 5808.

### 3. REGISTRATIONS

Upon registration the customer must deposit 50% of the service price, liquidating the remaining 50% until 21 days before the start of the service. If enrollment takes place 21 days or less from the date of commencement of the service, the total price of the same must be paid upon registration. The SUBLU TOUR reserves the right to cancel any registration for which payment has not been made under the above conditions. Reservations are conditional on obtaining the suppliers confirmation of all services.

- a) Special conditions of payment – in exceptional situations conditioned by service providers and/or festive seasons and/or specific offers, may be required full payment upon registration or confirmation of travel services.
- b) The prices mentioned in this program already reflect the Value Added Tax the statutory rate in effect (23%)



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- c) When the trip is dependent on a minimum number of participants the agency reserves the right to cancel the package if the number of participants reached is less than the expected minimum. In these cases, the customer will be informed of cancellation by letter within 8 days.

All programs will be presented without flight price. When the customer requests flight price, this amount will be paid under the terms and conditions of airline.

#### 4. DOCUMENTATION

The customer must have their personal or family documentation (Identify Card/Citizen Card, military documentation, authorization for minors, visas, certificates of vaccines and other charges which may be) in good condition. The agency accepts no responsibility for the refusal to grant visas or no costumer entry permit in a foreign country; These cases apply the conditions set out in clause "Dropouts", still customer responsibility all costs that this would entail.

Travel in the European Union:

- Customers (regardless of age) who move within the European Union should be in possession of their civil identification document (Passport; Citizen Card);
- To obtain health care must be carriers of their European Health Insurance Card;
- Nationals of non-EU countries should consult specific information about the required documentation for conducting travel to the embassies/consulates of the countries of origin;

Travel outside the European Union:

- Customers (regardless of age) who travel outside the European Union should be in possession of their civil identification document (Passport) and a visa if necessary (get this information from the agency at the time of booking);
- Nationals of non-EU countries should consult specific information about the documentation necessary to perform travel with the embassies/consulates of the countries of origin.



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### 5. REGISTRATION ASSIGNMENT

The customer may assign his registration, being replaced by another person who satisfies all the conditions required for the trip, notifying the agency seller by letter at least seven days in advance and that such a transfer is possible under the regulations of air, sea, rail and land transport applicable.

In the case of cruises and air long journeys, the period referred to in the previous paragraph shall be extended to fifteen days.

The assignment of registration jointly responsible assignor and assignee for the payment of the price of the trip and the additional charges.

### 6. DROPOUTS

The customer or any of his companions are free to dropout or cancel the trip at any time, should the dropout or cancelation be made by letter and entitled to a refund of amounts paid deducted from the following expenses:

1. Administration fees for obtaining travel reservations, provided under the item "Reservation Expenses" and even a percentage of up to 15% of the travel price.
2. Nonrefundable spending by service providers (eg hotels, land, sea and tour visits).
3. Spending on air tickets when they are subject to specific conditions and cannot be reimbursed after issued.

When it is appropriate, the customer will be refunded with the difference between the amount paid and the amounts referred to above.

### 7. REFUNDS

Once started trip the customer is not refunded for services not used. Failure to provide services foreseen in the travel program for reasons not attributable to the organizing agency and if substitution is not possible by other equivalent, gives the customer the right to be reimbursed for the difference between the price of the services provided and the actual work performed.



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### 8. CHANGES

Where there are reasons other than justified, the organizing agency may change the order of tracks, change the departure times or substitute any of the hotels provided by other category and similar location, and inform the customer of such change as soon as it has its knowledge. If unforeseen circumstances force them to suspend any trips, customers will always be entitled to reimbursement of amounts paid.

Impossibility of performance:

If by facts not attributable to the organizing agency became unable to meet some essential service constant of the travel program, customer has the right to give up the trip, immediately refunded all monies paid, or alternatively, accept an amendment and possible price change.

If those not attributable to the organizing agency events may determine the cancellation of the trip, the customer can also choose to participate in another package of equivalent price. If the package offered replacement is lower price the customer will be refunded of the respective difference.

### 9. INFORMATION UNDER LAW Nº 144/2015 ON 8 SEPTEMBER

Under Law nº 144 of 8 September we report that the customer may use the following alternative resolution entities of consumer disputes:

- i) Client Provider of Travel and Tourism Agencies in <http://www.provedorapavt.com/>
- ii) Arbitral Commission of Tourism of Portugal in <http://www.turismodeportugal.pt/Portugu%C3%AAs/Pages/Homepage.aspx>
- iii) or any of the entities duly given in the list provided by the General Management of Consumer in <http://www.consumidor.pt/> in which consultation was already advised.

### 10. CLAIMS

Complaints can only be considered when provided to the agency by letter within 30 days after the end of the services.

In case of claim for breach of contract services the customer can activate the Travel and Tourism Guarantee Fund provided for in the terms of Decree-Law nº 61/2011 of May 6 as amended, and must submit their complaint:

- i) With the Customer Ombudsman once SUBLU TOUR is adhering to the Ombudsman of Travel and Tourism Agencies in <http://www.provedorapavt.com/>.

To use this service shall within 20 working days after the end of the trip present your complaint by letter. The agencies are linked to the timely fulfillment of the decision that will be issued by such entity.



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- ii) With Tourism of Portugal I.P. in <http://www.turismodeportugal.pt/> within 30 days after: (i) the end of the trip; (ii) the cancellation of the trip attributable to agency; (iii) the date of knowledge of the impossibility of its realization for reasons attributable to the agency; (iv) the closure of the establishment.
- iii) With any of the entities present on the site of General Management Consumer in <http://www.consumidor.pt/>.

### 11. LUGGAGE

- 1) The agency is responsible for luggage under the terms of the law;
- 2) The costumer is obliged to complain to the entity providing the service at the time of removal, damage or destruction of luggage;
- 3) In international transport, in case of luggage damage, the complaint must be made by letter to the carrier immediately after checking the damage, and up to 7 days of delivery. Being in case the mere delay in delivery of luggage complaint must be made within 21 days from the date of delivery of the same;
- 4) The liability of SUBLU TOUR can only be triggered by presenting the complaint proof foreseen in the previous paragraph.

The agency's liability shall be limited to the maximum amount payable to entities providing services under the Montreal Convention of 28 May 1990 on International Air Transport and the 1961 Berne Convention on Railway Transport.

When there is the responsibility of travel agencies and tourism for the damage, destruction and theft of luggage or other items in tourist accommodation establishments, while the client is working in housed, has as limits:

- a) 1.397,00 Euros, globally;
- b) 449,00 Euros per item;
- c) The value declared by the client, as the items deposited in the custody of the tourist accommodation establishments.

The responsibility of the agency for non-body damage may be contractually limited to the amount corresponding to five times the price of the service sold.



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### 12. MODIFICATIONS

If the suppliers of the trip in question allow, whenever a customer entered for a particular trip, want to change their registration to another trip to the same departing on a different date, or other possible amendment, as to be paid a tax with changes 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 the service providers do not accept the change, is subject to the relevant costs and charges in the "Dropouts" clause.

Once started the trip, if requested to change the services contracted for reasons not attributable to the agency (eg extension of stay nights, flight changes) the prices of tourist services may not correspond to those published in the brochure which led to the hiring.

### 13. RESPONSABILITY

The responsibility of the organizing agency of trips contained in this program and emerging of obligations, is guaranteed by a liability insurance in the Companhia de Seguros Zurich Insurance plc – Filiation in Portugal, Policy nº 006993141 in the amount of € 125,000.00 contributing yet for the Travel and Tourism Guarantee Fund (FGVT – Decree-law nº 61/201 of May 6, according to the version amended of Decree-law nº 199/2012 of 24 August).

### 14. EXPIRATION

This program is valid from 1 January 2016 to 31 December 2016

### NOTES:

- The other special conditions will be included in the brochure of each destination and travel in concrete – special conditions – and that part of the travel contract.
- These general conditions may be supplemented by any other specific if duly agreed by the parties.
- The prices of the programs are based on the average price of the dollar by any relevant derivation of this currency may lead to a review of trip prices. Due to the constant fuel price changes on prices may be changing the fuel supplement inserted in the price.
- The categories of hotels and cruises presented in this brochure follow the quality standards of the host country, can be changed by other similar when for reasons beyond the agency is unable to maintain or confirm the existing reservation, forcing the agency to inform the customer soon as it is known.



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### GENERAL INFORMATION

#### HOURS OF ARRIVAL OR DEPARTURE:

The hours of departure and arrival are in the time zone of the country concerned and in accordance with schedules of their airlines at printed date of this program, and therefore may be subject to change.

#### HOTELS/APARTMENTS:

Apartments: In the case of accommodation hired apartment is the customer's responsibility information on the number of people who will occupy the apartment. In the case of presenting more people than reserved, the apartments may refuse entries.

Hotels: The price shown is per person and are based on double occupancy. Not all hotels have triple room normally is placed an extra bed cannot be of identical quality. In rooms with twin or double, triple can be limited to those beds.

The list of hotels and apartments listed in the programs are indicative as well as its category with respect to local ratings criteria and whose criteria are sometimes different from those used in Portugal.

#### MEALS:

Unless otherwise indicated, the price for half board and full board do not include drinks.

On arrival at the hotel after 19.00 the first meal service will be breakfast next day, on the last day and saved possibility of late check-out, the last service of the hotel is the breakfast.



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### CHECK-IN AND CHECK-OUT SCHEDULES:

The hours of check-in and check-out in the first and last day will be set according to the first and last service. As a rule, without binding character, the rooms can be used from 14.00 the day of arrival and must be left free by 12.00 the day of departure.

The apartments check-in generally occurs at 17.00 the day of arrival and must be left free by 10.00 am the day of departure.

### SPECIAL CONDITIONS FOR CHILDREN:

Given the diversity of conditions applied to children (destination and supplier) is recommended to always question the special conditions that are perhaps applied to the journey in question.

### INSURANCE:

The agency offers the sale of insurance that can be purchased on the basis travel for warranty service situations, expenses and cancellation.