

GENERAL CONDITIONS

1. OBJECT

- 1.1. These General Conditions are designed to establish the terms and conditions regulating the travel services provided by World Travel – Agência de Viagens da Madeira, Lda, located at Avenida Arriaga, 30, 3rd floor, P.O. Box 8, 9001-091 Funchal, Madeira Island, Portugal, with a registered capital of 99 760,00 Euros, registered at the Commercial Registry Office of Funchal under tax number 511104880 and RNAVT number 6160, hereinafter referred to as AGENCY, in addition to any Particular Conditions agreed between the TRAVELLER and the AGENCY;
- 1.2. The terms contained in the Particular Conditions, if any, shall prevail over the provisions of these General Conditions, both of which shall prevail over any additional written provisions specially agreed between the TRAVELLER and the AGENCY;
- 1.3. The services and products are provided to the TRAVELLER in the terms and conditions expressed herein;
- 1.4. By contracting with the AGENCY, the TRAVELLER acknowledges and accepts all the terms and conditions established;

2. TRAVELLER REGISTRATION AND PAYMENT

- 2.1. At the time of registration the TRAVELLER must provide all the necessary elements and proceed with the payment of 100% of the total service to be contracted;
- 2.2. If the trip booked by the TRAVELLER results from a combined program/package and does not result from automatic reservation processes, a payment of 30% of the price of the trip must be made, paying the remaining 70% up to 30 days before the beginning of the trip; if the registration or reservation for the trip is to take place 30 days before or less than the date of departure, the total price must be paid upon registration and will be subject to confirmation of all services by the respective suppliers.
- 2.3. If such confirmation is not possible, even though for reasons beyond its control, the AGENCY will reimburse the entire amount paid without prejudice to the item "Reimbursements";
- 2.4. Whenever the suppliers' payment conditions are different from the ones above mentioned, regardless of when the reservation was made, the conditions of these suppliers will prevail. If applicable, the AGENCY will inform the amount to be paid and it is the responsibility of the TRAVELLER to make the payment thus ensuring the reservation;
- 2.5. The AGENCY reserves the right to cancel any registration whose payment has not been made under the above conditions;

3. RESERVATIONS

- 3.1. There is an up-to-date list of taxes to be applied to reservations, changes of reservations and other services that the TRAVELLER can consult at any time. Besides these taxes, the TRAVELLER could also be charged by suppliers, especially in cases of alterations; When making the reservation, the TRAVELLER is accepting the taxes above mentioned;
- 3.2. The TRAVELLER must provide all the correct and necessary elements for the reservation. These data will be processed in accordance with the AGENCY [privacy and data protection policy](#);
- 3.3. The taxes referred to in 3.1. are due for each and any travel service requested and will be debited by the AGENCY to the TRAVELLER at the time of acceptance of the reservation;

3.4. The prices referred to in 3.1. will not be reimbursed to the TRAVELLER in case he does not use a contracted service, as well as for any other reason for which the Agency is not liable for.

3.5. V.A.T. The prices of the mentioned services are included of the Value Added Tax (VAT) applicable to the date of travel.

3.6. Airport, Security and Fuel Charges

3.6.1. These charges are included in the price but are subject to change and must be confirmed at the time of issue. Upon reservation of the trip, the AGENCY will inform about possible changes in the value of the fees or changes as to the way of payment of the same.

3.6.2. Depending on the destination, there may be airport charges not included in the price and charged locally at the airports where it is required. In this case, the AGENCY will inform the TRAVELLER of the form of payment of such fees when he books the trip.

4. DOCUMENTATION

4.1. The TRAVELLER must have all personal or family documentation in order (identity card, military documentation, authorization for minors, passport, visas, certificate of vaccines and others that may be required). Minors must also hold a valid passport or identity card.

4.2. Some countries require passports to be valid for more than 6 months after the date of departure from the country of destination.

4.3. TRAVELLERS who are foreign citizens must have the necessary documentation (passport, visa, residence permit, etc.) to travel or transit within the European Union according to their nationality. When travelling both in and out of the European Union simultaneously, visas or other special documentation may be required. Always consult the Embassy or Consulate of the destination countries of your trip.

4.4. The AGENCY declines any responsibility for the refusal to grant visas or the refusal of the TRAVELLER into a foreign country; the TRAVELLER will be responsible for all costs arising from such situation.

5. CHANGES REQUESTED BY THE TRAVELLER

5.1. Should the suppliers permit, the TRAVELLER may change an already made booking for a different date or for a different destination or any other change. In this case, the TRAVELLER will be charged a non-refundable alteration rate as well as the costs of alteration applied by suppliers;

5.2. However, if the service providers do not accept the change, the TRAVELLER shall be subject to the expenses and charges set forth in the heading " TRAVELLER WITHDRAWAL, TRANSFER AND CANCELATION";

5.3. Once the trip begins, all changes to the services contracted for which the Agency is not liable for such as extension of the nights of stay, change of flight, etc, will be charged to the TRAVELLER. The prices of these services may not correspond to the ones published in the brochure in which the contract was based;

6. TRAVELLER WITHDRAWAL, TRANSFER AND CANCELATION

6.1. The TRAVELLER may give up the services already booked at any time and is requested in writing. The TRAVELLER will be entitled to the amounts already paid deducted from the following expenses:

6.1.1. Management expenses as well as an amount that can go up to fifteen percent of the price of the services contracted;

- 6.1.2. Cancellation expenses not refundable by suppliers (hotels, means of transport, tours, and other services);
- 6.1.3. Expenses with air tickets subject to specific conditions that for this reason, cannot be reimbursed once issued;
- 6.2. The TRAVELLER may be replaced by another person who fulfils all the conditions required for the trip, if the AGENCY is informed of such at least 7 days in advance and that all service providers accept the replacement;
- 6.3. In the case of cruises and long-haul air travel, the period referred to above shall be 15 days;
- 6.4. In this case the transferor and the transferee shall be jointly and severally liable to the tour operator as to the travel price and to the occurrence of increased costs.

7. ITINERARY CHANGES

Whenever there are reasons that justify it, the AGENCY may change the order of the routes, modify the departure times, or replace any of the hotels provided by others of similar category and location. If unforeseen circumstances make it necessary to suspend any travel, the TRAVELLER will always be entitled to reimbursement of the amounts paid.

8. CANCELLATION BY THE AGENCY

The AGENCY reserves the right to cancel the contracted services if the number of participants is less than the minimum required. In these cases, the TRAVELLER will be informed in writing at least 8 days in advance, leaving the AGENCY exempt from any responsibility for the cancellation.

9. CHANGE OF PRICE

- 9.1. The AGENCY reserves the right to change the price of the trip up to 20 days before the date of departure if this increase is due to changes in the cost of transport or fuel, duties, taxes, fees, and fluctuations in exchange rates, and shall notify the TRAVELLER accordingly;
- 9.2. The TRAVELLER, within the period fixed by the AGENCY, must either accept such increase or cancel his registration in the same terms and conditions as those foreseen in the item "Impossibility of Compliance".

10. REFUNDS

- 10.1. Once the trip begins, the TRAVELLER will not be reimbursement for services not used due to force majeure motives or for reasons attributable to the TRAVELLER, unless refunded by the respective suppliers;
- 10.2. The failure to provide services in the travel program for causes attributable to the organizing AGENCY and the impossibility to replace them with equivalent ones, gives the TRAVELLER the right to be reimbursed for the difference between the price of the services scheduled and that of those provided without prejudice to the "Impossibility of Compliance" provision;

11. IMPOSSIBILITY OF COMPLIANCE

- 11.1. If, prior to the beginning of the trip, the AGENCY cannot provide any essential service in the travel program due to reasons not attributable to the Agency, the TRAVELLER has the right to withdraw from the trip and to be reimbursed for all amounts paid or accept a change in the program and the consequent price variation;

11.2. If said facts not attributable to the AGENCY determine the cancellation of the trip, the TRAVELLER may opt to participate in another trip accepting an amendment to the contract and any variation of the price;

11.3. If the price of the replacing trip is lower, the TRAVELLER will be refunded for the difference;

11.4. There is no refund for services which, although made available, the TRAVELLER has chosen not to use.

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

Pursuant to Law no. 144/2015 of September 8, we inform that the TRAVELLER may use the following Alternative Dispute Resolution Entities:

- i. Customer Service Provider of Travel Agencies in www.provedorapavt.com;
- ii. Portugal Tourism Arbitration Commission in www.turismodeportugal.pt
- iii. any of the entities in the list provided by the General Directorate for Consumer in <http://www.TRAVELLERe.pt>

whose consultation we advise.

13. COMPLAINTS

13.1. Complaints can only be considered provided they are presented in writing to the AGENCY within a maximum period of 20 days after the end of the services;

13.2. They can only be accepted if they have been made to the providers of the services (hotels, guides, local agents, etc.) during the trip or stay. Documents proving the occurrence must be required by the TRAVELLER to the suppliers.

13.3. Failure to comply with these requirements shall exempt the AGENCY from any liability in relation to the complaint.

13.4. In case of a complaint for non-performance of contracted services, the TRAVELLER may activate the Travel and Tourism Guarantee Fund under the terms of the law by submitting the complaint to the entities on item 12.

14. PAYMENT OPTIONS

14.1. The TRAVELLER may pay for the services through:

- On-line payment – credit card
- Cash
- Bank transfer
- Checks
- ATM
- Pre-purchased products (Travel Check, etc.)

14.2. The form of payment will be previously agreed with the AGENCY according to:

- the type of service booked,

- how long in advance it was booked,
- and the supplier's requirements.

- 14.3.** The payment of services using pre-purchased products such as Travelers Checks and others requires the submission of original documents;
- 14.4.** The AGENCY reserves the right to cancel reservations that have not been paid within the indicated periods or in case of suspicion of fraud;
- 14.5.** In case of suspected fraud using credit cards, the AGENCY may request a copy of the card used and a copy of the identification document;
- 14.6.** In case of fraud, the services are automatically cancelled, regardless of whether the travel documents are issued or even the travel and / or stay have already started;
- 14.7.** Travel documents are issued after payment reaches the AGENCY account.

15. LIABILITY

- 15.1.** The liability of the AGENCY, arising from the obligations assumed, is guaranteed by civil liability insurance in the amount of 75,000€ in the Tranquilidade insurance company, Policy nº 0004512503.

16. INSURANCE

- 16.1.** The AGENCY provides also insurance that, depending on the trip, can be purchased to guarantee assistance situations and cancellation expenses.

17. AMENDMENTS TO GENERAL CONDITIONS

- 17.1.** The AGENCY reserves the right to change and update these general conditions at any time, both by strategic corporate decisions, as well as to comply with any legislative or jurisprudential changes. Each time the present conditions are significantly modified, the AGENCY will make every reasonable effort to inform potential users. In any case, when their consent is required according to the current legislation, the corresponding protocols will be enabled for their compilation.

18. LEGISLATION AND JURISDICTION

- 18.1.** To all lawsuits arising from the interpretation or execution of these General Conditions shall apply the Portuguese law.

GENERAL INFORMATION

1. TRAVEL DOCUMENTS

- 1.1. The issuing of travel documents (airline tickets and vouchers) by the AGENCY is subject to contractual terms of group travel and therefore cannot be issued well in advance of the date of departure. Under exceptional conditions imposed by suppliers, emissions may have to be anticipated.

2. CONDITIONS SPECIAL FOR CHILDREN

- 2.1. Due to the diversity of the treatment applied to children, depending on their age, the service provider, and the date of travel, we recommend that you always consult the scope of the special conditions that exist in the contract or travel documentation;
- 2.2. In general, special conditions for children will apply when the child shares the room with two adults;
- 2.3. Regarding travel and / or stay of minors abroad we will provide specific information for each case included in the contract or travel documentation.

3. ARRIVAL AND DEPARTURE DEPARTURES

- 3.1. The arrival and departure times in each city are indicated in the local time of the country and according to the schedules of the transport companies at the date of printing of the programs and are therefore subject to change. On trips made totally or partially by bus, the hours are approximate. All means of transport are subjected to delays due to technical reasons or other reasons related to the means of transport itself with transport companies or from natural causes.

4. AIRPLANE TRAVEL

- 4.1. In air travel, the TRAVELLER should be at the airport at least two hours in advance of the official departure time. The specific recommendations indicated in the travel documentation should be followed strictly.

5. LUGGAGE

- 5.1. The AGENCY is responsible for the luggage under the legal terms;
- 5.2. In case of theft, damage or destruction of luggage the TRAVELLER should immediately complain to the entity providing the services at that moment.
- 5.3. In the international transport, in case of damage in the luggage, the complaint must be made in writing to the carrier immediately after the verification of the damage and a maximum of 7 days from its delivery. In the event of delay in the delivery of the luggage, the complaint must be made within 21 days from the date of delivery of the same,
- 5.4. The presentation of such a complaint is provided for in the International Conventions and is essential for triggering the responsibility of the AGENCY over the entity providing the service.

6. HOTELS / APARTMENTS

- 6.1. Regarding Accommodation, the following rules apply:
 - 6.1.1. Apartments: The TRAVELLER is fully responsible for providing the number of people (adults and children) that will occupy the apartment. In the event of more people being present than those booked, accommodation providers may refuse entry.

- 6.1.2.** Hotels: The prices quoted can be per room or per person based on a double occupancy, unless otherwise specified. Not all hotels have a triple room, so an extra bed is placed in a double room, which may not be of the same quality and comfort.
- 6.2.** As an indicative rule, the rooms can be used from 02:00 p.m. on the day of arrival and should be left free at 12:00 a.m. on the day of departure. The AGENCY will provide specific information for each case in the reservation information or the travel documentation;
- 6.3.** In some cases cribs are available and must be requested by the TRAVELLERS at the time of registration / reservation. Unless mentioned, they are not included in the price;
- 6.4.** Regarding pets, the TRAVELLER should also consult the AGENCY about the possibility of bringing animals, to ensure that they are admitted to hotels and apartments;

7. TYPE OF FOOD REGIME

RO - Room only;

BB - Bed and Breakfast;

HB - Half Board - includes breakfast and dinner; drinks are not included;

FB - Full Board - includes breakfast, lunch and dinner. Drinks are not included;

AI - All Inclusive - includes breakfast, lunch, dinner, snacks and drinks such as water, juices and wine. Inclusions may be more comprehensive or restricted depending on the destination and the hotel chain therefore the TRAVELLER must always confirm with the AGENCY said inclusions.

8. MEALS

- 8.1.** Unless stated otherwise, the prices shown for supplements of HB - Half Board and FB - Full Board do not include beverages;
- 8.2.** Any specific TRAVELLER request for meals is always subject to confirmation from the supplier and may involve the payment of a supplement.
- 8.3.** Half board or full-board stays do not include meals that coincide with flight hours, transportation to and from the airport and waiting for air connections. On arrival at the hotel after 7:00 pm the first meal service will be the breakfast the next day. On the last day, and unless the possibility of late check-out, the last service of the hotel will be breakfast.