

General Conditions

OBJECT | ORGANISING ENTITY

These general conditions are intended to establish the terms and conditions governing the provision of travel services organised by AGÊNCIA AÇOREANA DE VIAGENS, S.A., with headquarters at Rua de Lisboa Edifício Varela, s/n 9500-216 Ponta Delgada, with a share capital of €472,440.00, registered at the Commercial Registry Office of Ponta Delgada under the single registration number and legal entity number 512005290, with RNAVT no. 3421, in accordance with the provisions of Decree-Law no. 17/2018, of 8 March, in its most recent wording.

The general conditions relating to an organised trip featured on this website and the specific conditions contained in the travel documentation provided to the customer at the time of booking the trip represent the travel contract that binds the parties.

REGISTRATION AND RESERVATIONS

Upon registration, the customer must pay the deposit specified in each programme, settling the remaining amount up to 21 days before departure. If registration takes place 21 days or less before the date of departure, the total price of the trip must be paid at the time of registration, which is conditional on the suppliers confirming the reservations for all services.

Reservations, service fees, reservation changes and other services will be subject to the rates in force at the time, plus any fees charged by suppliers, particularly in the case of changes.

The reservation or service request form must contain all the information necessary for processing the request.

The organising agency reserves the right to cancel any registration for which payment has not been made in accordance with the above conditions.

LUGGAGE

The agency is responsible for luggage in accordance with the law. Passengers are obliged to complain to the service providers at the time of theft, damage or loss. The agency's liability can only be invoked upon presentation of proof of the aforementioned complaint. In international transport, in the event of damage to luggage, the complaint must be made in writing to the carrier immediately after the damage has been verified, and no later than 7 days after delivery. In the case of a mere delay in the delivery of luggage, the complaint must be made within 21 days of the date of delivery. Hand luggage and other personal belongings are not covered by the transport contract, and it is understood for all purposes that passengers must keep them with them at all times, at their own risk, regardless of where they are. The organising agency shall not be liable for any theft or robbery.

LIMITS

The agency's liability shall be limited to the maximum amount payable to the service providers, in accordance with the Montreal Convention of 28 May 1999 on International Air Transport and the Berne Convention of 1961 on Rail Transport. With regard to maritime transport, the liability of travel agencies towards their customers for the provision of transport or accommodation services, where applicable, by maritime transport companies, in the event of damage resulting from their wilful misconduct or negligence, shall be limited to the following amounts:

- a. €441,436 in the event of death or bodily injury;
- b. €7,881 in the event of total or partial loss of or damage to luggage;
- c. €31,424 in the event of loss of a motor vehicle, including the luggage contained therein;
- d. €10,375 in the event of loss of luggage, whether accompanied or not, contained in a motor vehicle;
- e. €1,097 for damage to luggage as a result of damage to the motor vehicle.

Where applicable, the liability of travel and tourism agencies for the deterioration, destruction and theft of luggage or other items in tourist accommodation establishments while the customer is staying there is limited to:

- a. €1,397 in total;
- b. €449 per item;
- c. The value declared by the customer for items deposited for safekeeping at the tourist accommodation establishment. The travel contract may limit the compensation payable, provided that this limit does not apply to bodily injury or damage caused deliberately or through negligence and does not represent less than three times the total price of the package tour.

DOCUMENTATION

Customers must have all their personal or family documentation in order (ID card or citizen card, passport, military documentation, authorisation for minors, visas, vaccination certificate, European health insurance card and any other documents that may be required). Birth certificates or records are not valid as travel documents.

Citizens of countries other than Portugal must obtain information about the conditions of access to the countries they are visiting. The organising agency declines all responsibility for the refusal of visas or entry permits. Citizens of countries other than Portugal must obtain information on the conditions of entry to the countries they wish to visit. The organising agency declines any responsibility for the refusal to grant visas or the refusal to allow the customer to enter a foreign country, and the customer shall be responsible for any and all costs that such a situation may entail.

CHANGES

Where possible, if a customer registered for a particular trip wishes to change their registration to another trip or to the same trip with a different departure date, they must pay the fee as a change fee. However, when the change takes place 21 days or less before the departure date of the trip for which the customer is registered, or if the service providers do not accept the change, the customer is subject to the expenses and charges provided for in the Cancellations section. After the trip has started, if a change to the contracted services is requested for reasons not attributable to the agency (e.g. extension of the number of nights' stay, change of flight), the prices of the tourist services may not correspond to those published in the brochure that led to the contract being signed.

MODIFICATIONS

Whenever, before the start of the organised trip:

- (i) the agency is obliged to significantly change any of the main characteristics of the travel services;
- (ii) it is unable to meet the special requirements requested by the customer that it had previously assured it would guarantee; or
- (iii) proposes to increase the price of the package tour by more than 8%, the customer must, within a maximum of 7 calendar days:
 - a) Accept the proposed change;
 - b) Terminate the contract, without any penalty, and be reimbursed for the amounts paid; or
 - c) Accept a replacement package tour proposed by the agency and be reimbursed in the event of a price difference.

TRANSFER OF REGISTRATION

The customer may transfer the registration to another person who meets all the conditions required for the trip, provided that the selling agency is informed at least seven days in advance and that such transfer is possible under the applicable air transport regulations.

In the case of cruises and air travel, the deadline shall be fifteen days in advance. The transfer of registration shall make the transferor and transferee jointly and severally liable for the payment of the price of the trip and any charges. In the case of cruises and air travel, the deadline is fifteen days in advance. The transfer of the registration makes the transferor and transferee jointly liable for the payment of the price of the trip and any additional charges incurred.

CANCELLATION OF THE PROGRAMME BY THE AGENCY

The agency reserves the right to cancel the organised trip if the number of participants is less than the minimum required (30 participants per trip). In such cases, the customer will be informed in writing of the cancellation in advance as follows:

- a) 20 days before the start of the organised trip, in the case of trips lasting more than 6 days;
- b) 7 days before the start of the organised trip, in the case of trips lasting 2 to 6 days;
- c) 48 hours before the start of the organised trip, in the case of trips lasting less than 2 days.

The agency may also terminate the contract in the event that it is prevented from performing it due to unavoidable and exceptional circumstances, in which case it shall notify the customer of the termination of the contract without undue delay before the start of the organised trip.

In both of the above situations, the customer shall be entitled to a full refund of payments made, but not to additional compensation, within a maximum period of 14 days after the termination of the travel contract.

PRICE CHANGES

The prices listed in the programme are based on the costs of services and exchange rates in force on the date of printing of the programme and are therefore subject to change (price increase or reduction) resulting from variations in the cost of passenger transport due to the price of fuel or other energy sources, as well as taxes and exchange rate fluctuations up to 20 days before the date of travel.

In the event that the price exceeds 8% of the total price of the package tour, the customer will be entitled to the options referred to in the 'CHANGES' clause above.

In the event of a price reduction, the agency reserves the right to deduct the corresponding actual administrative expenses from the refund to be made to the traveller.

CANCELLATIONS

If the customer or any of their companions cancel the trip, they will have to pay all the charges incurred by the cancellation and a percentage of up to 25% of the price of the trip. Where applicable, the customer will be reimbursed for the difference between the amount paid and the above amounts.

REFUNDS

Once the trip has begun, no refunds will be given for services not used by the customer. Failure to provide services included in the travel programme for reasons not attributable to the organising agency, and if it is not possible to replace them with equivalent services, entitles the customer to a refund of the difference between the price of the services included and those actually provided.

LIABILITY

The responsibility of the agency organising the trips on this website and arising from the obligations assumed is guaranteed by civil liability insurance with the insurance company Tranquilidade, under policy no. 0001062167, in the amount of €250,000.00, and by the Travel and Tourism Guarantee Fund under the terms of the legislation in force.

VAT

The prices mentioned on this website already reflect Value Added Tax at the current rate (18%).

ARRIVAL AND DEPARTURE TIMES

The arrival and departure times in each city are indicated in the local time of the respective country and according to the schedules of the transport companies on the date of preparation of the respective programme, and are therefore subject to change. For trips made entirely or partially by coach, the times indicated are approximate. For all means of transport, delays resulting from technical or other reasons related to either the means of transport itself or the transport companies are excluded. The agency organising these trips is not responsible for the delay or failure of any of the participants to appear at the places and times previously indicated for the respective departures, and therefore they will be responsible for any expenses incurred for transport, accommodation, meals and others that may arise from the aforementioned fact.

SPECIAL CONDITIONS FOR THE TRIP

When making a reservation, the customer guarantees that they are in full health to travel and that their health will not jeopardise the safety and comfort of other passengers in the group. For people with special needs and passengers with reduced mobility, the rules laid down in EU legislation on the transport of passengers with disabilities and reduced mobility apply. Considering that the vehicles used may not be equipped to accommodate wheelchairs and that some hotels may not have suitable options for people with special needs or reduced mobility, in case of need, interested parties should contact the agency in advance to check with suppliers whether such services are suitable for people with special needs or reduced mobility.

CONDITIONS FOR CHILDREN

You should always request information on conditions for children as a supplement to the information described in our programmes. For children, it is mandatory to attach a photocopy of their identity card.

TRIPLE ROOMS

The price shown is per person and is based on double occupancy. Not all hotels have triple rooms, an extra bed is usually added, which may not be of the same quality.

HOTELS

The list of hotels and apartments included in the programmes is indicative, as is their category, which complies with local criteria and classifications that are sometimes different from those used in the UK. They may be changed for others with a similar location, main characteristics and tourist category when, for reasons beyond the agency's control, it is not possible to maintain or confirm the existing reservation, in which case the agency is obliged to inform the customer as soon as it becomes aware of this.

PAYMENT

The Customer may pay for services using Visa, Mastercard, American Express, ATM reference or other cards, provided that this has been agreed in advance with the Agency.

AIRPORT TAXES, SECURITY AND FUEL

By law, it is mandatory that these taxes be included in the final price of the programme. However, we reserve the right to make changes between the date the programme is drawn up and 20 days before the scheduled departure date, meaning that the respective fees are subject to legal changes until that date.

COMPLAINTS

Any non-compliance in the provision of the contracted services should be reported to the respective service providers and the agency as soon as possible. With regard to the agency, customers should submit complaints to the contacts provided in the contract, and it is advisable to include supporting documents so that the parties involved can find a reasonable solution in the shortest possible time. Without prejudice to the above, customers will always have access to the agency's complaints book in physical and electronic format.

ALTERNATIVE RESOLUTION OF CONSUMER DISPUTES

The agency has joined the Travel and Tourism Agencies Customer Ombudsman, which is an alternative dispute resolution entity for consumer disputes, whose website is accessible at <https://provedor.apavtnet.pt/>.

In the event that they are competent entities under the law, depending on the characteristics of the dispute, the Customer may use the following Alternative Dispute Resolution Entities:

- a. CIMARA - Information, Mediation and Arbitration Centre of the Azores Region, with a website at <https://ocimara.pt/> ;
- b. Arbitration Commission for Tourism in Portugal at www.turismodeportugal.pt ; or
- c. any of the entities duly indicated in the list provided by the Directorate-General for Consumers at <http://www.consumidor.pt> , which we advise you to consult.

JURISDICTION AND APPLICABLE LAW

These General Conditions, as well as any relationship between AGÊNCIA AÇOREANA DE VIAGENS, SA and the Customer, shall be governed by the laws of Portugal. Unless expressly stated otherwise, both parties are subject to the jurisdiction of the Portuguese courts for any matter arising from the existence, content and/or interpretation of these general conditions or any relationship between AGÊNCIA AÇOREANA DE VIAGENS, SA and the Customer.

PLATFORM ACCESSIBILITY

The agency's website is designed to be accessible in accordance with the provisions of Decree-Law n. 82/2022 of 6 December, which transposes Directive (EU) 2019/882 on accessibility requirements (hereinafter the 'Accessibility Law').

In particular, the Accessibility Law requires service providers, among other things, to design e-commerce services in such a way that they are accessible and usable by persons with disabilities in a normal manner, without particular difficulty and, in principle, without external assistance. These requirements were specified in more detail in Decree-Law n. 82/2022 of 6 December, which transposes Directive (EU) 2019/882 on accessibility requirements for products and services, according to which state-of-the-art technology must always be observed. In addition to technical requirements, legal regulations require service providers to make certain information available in an accessible form

General description of the service and descriptions and explanations necessary for understanding how the service works

The website allows users to book complete, pre-designed or tailor-made tourist packages, including transport, accommodation and local activities. In addition, users can hire transfer services, rent vehicles, purchase tickets for tourist attractions and entertainment, and book guided tours.

The website also offers the possibility to customise itineraries according to individual customer preferences, ensuring an accessible travel experience tailored to everyone's needs.

Compliance with Accessibility Requirements

The agency is committed to making the website accessible in a variety of ways and preparing it for the use of assistive technologies.

The website works intuitively to facilitate use by the customer. The agency makes every effort to ensure that this service complies with accessibility requirements.

STANDARDISED INFORMATION IN ACCORDANCE WITH DECREE-LAW No. 17/2018 OF 8 MARCH

The combination of travel services proposed constitutes a package tour within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all European Union rights applicable to package tours. AGÊNCIA AÇOREANA DE VIAGENS S.A. will be fully responsible for the proper execution of the entire package tour.

In addition, as required by law, AGÊNCIA AÇOREANA DE VIAGENS S.A. has protection to refund any payments you have made and, if transport is included in the package tour, to ensure your repatriation if it is declared insolvent.

More information on the main rights under Directive (EU) 2015/2302.

NOTE

These general conditions may be supplemented by any other specific conditions, provided they are duly agreed by the parties.