



General Terms and Conditions

The information provided in this document constitutes the travel contract and is binding unless the program expressly allows for changes, the changes are insignificant, or the information about the change is provided to the traveler in a durable medium.

These General Conditions are intended to establish the terms and conditions governing the provision of travel services by Transalpino Viagens e Turismo, in addition to any Particular Conditions agreed between the Client/Traveler and the company, in compliance with the provisions of the legislation in force, namely Decree-Law number 17/2018 of March 8.

The General Conditions, standard information sheets, and particular conditions included in the travel documentation provided to the traveler at the time of booking the trip constitute the travel contract that binds the parties.

1. Organization

The trips included in this program/catalogue are organized by Transalpino Viagens e Turismo, a legal entity with registration number 501418180 and headquarters at Av. Guerra Junqueiro, nº 28 C, 1000-167 Lisboa. The company is the holder of RNAVT 1879.

2. Registration

Upon registration, the traveler is required to make the initial payment and settle the remaining amounts as indicated. If registration occurs 21 days or less before the start date of the service, the full price of the service must be paid at the time of registration. Transalpino Travel and Tourism reserves the right to cancel any booking for which payment has not been made under the above conditions. Bookings are subject to confirmation of all services by suppliers.

3. Information under Law no. 144/2015 of September 8th

In accordance with Article 14(2) of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013, and pursuant to Law No 144/2015 of 8 September, as currently in

force, we hereby inform you that the Traveler may lodge a complaint with (other Alternative Dispute Resolution and Consumer Bodies): the Ombudsman for Travel and Tourism Agencies at www.provedorapavt.com; the Portuguese Tourism Arbitration Commission at www.turismodeportugal.pt; the European Union Platform – Online Dispute Resolution – www.ec.europa.eu/consumer/s/odr/main/index.cfm?event=main.home2.show&lng=PT

4. Complaints

4.1 Any issues with the travel service included in the package travel contract should be reported in writing or through the appropriate channels as soon as they occur, without undue delay. Complaints can only be considered if they are reported to the service providers during the trip, and the travelers must provide documentary evidence of the alleged facts.

4.2 The right to file claims for a price reduction or compensation for non-compliance with the travel services included in the package expires within 2 years."

5. Luggage

5.1 The Traveler is obliged to complain to the service provider when luggage is stolen, damaged or destroyed.

5.2 In international transportation, in the event of damage to luggage, the complaint must be made in writing to the carrier immediately after the damage is discovered and no later than maximum 7 days from delivery. If mere delay in the delivery of the luggage, the claim must be made within 21 days of from the date of delivery. The submission of such a claim will be essential grounds for triggering the agency's liability towards the service provider.

6. Limits

6.1 The agency's liability shall be capped at the maximum amount that may be claimed from the service providers, subject to a limit of three times the price of the service sold.

This limit on compensation does not apply to personal injury or to damage caused intentionally or through negligence.



General Terms and Conditions

7. Booking and amendment fees

7.1 Expenses will be charged for each booking based on the provided information at the time of booking.

7.2 Expenses will be charged for any changes (names, dates, type of apartment or room, trip, etc.) based on the provided information. Acceptance of such changes depends on the approval of the respective suppliers.

7.3 Changes to travel services/organized trips booked using the voucher issued under Decree-Law no. 17/2020 of April 23, or in the event of rescheduling based on the same decree-law, are subject to a termination fee equal to the price of the service or another amount indicated by the service providers. These changes will only be made by prior agreement between the parties.

8. Documentation

8.1 The Travel Agency must always inform the Traveler of the documentation required for the trip.

8.2 The Traveler must ensure that their personal or family documentation is in order (national identity card, passport, military documentation, authorization for minors, visas, vaccination certificates and any other documents required).

8.3 The Agency accepts no liability for the refusal of visas or the denial of entry to the Traveler in a foreign country, and the Traveler shall be liable for any and all costs arising from such a situation.

8.4. In situations where the Agency is directly handling the

legally required documentation on behalf of the traveler and at their request, it cannot be held liable for any refusal, costs or other extraordinary circumstances arising from the procedures carried out.

8.5 Travel within the European Union. Travelers (regardless of age) travelling within the European Union must be in possession of the relevant civil identification document (passport; ID card, Citizen's Card or another required document).

8.6 To obtain medical assistance, they must be in possession of the relevant European Health Insurance Card.

8.7 Nationals of non-EU countries should consult specific information regarding the documentation required for travel at the embassies/consulates of their countries of origin.

8.8 Travel outside the European Union. Travelers (regardless of age) travelling outside the European Union must be in possession of the relevant identity document (passport) and, where necessary, a visa (please check with the agency at the time of booking).

. Nationals of non-EU countries should consult the embassies or consulates of their countries of origin for specific information regarding the documentation required for travel.

9. Changes requested by the traveler

9.1 Where the suppliers for the trip in question permit it, should a Traveler wish to change their booking to

another trip or to the same trip departing on a different date, or make any other alteration, they must pay the appropriate, stated and justifiable fee.

However, if the change takes place 21 days or less before the departure date of the trip for which the Traveler is registered, or if the service providers do not accept the change, the Traveler shall be liable for the costs and charges set out in the clause 'Termination of the Contract by the Traveler'.

9.2 Once the trip has begun, if a change to the contracted services is requested for reasons not attributable to the agency (e.g. extension of nights, change of flight), the prices of the tourist services may not correspond to those published in the brochure that motivated the contract.

10. Assignment of Registration (Contractual position)

10.1 The traveler may assign their position, replacing themselves with another person who meets all the conditions required for the package, provided they inform the travel and tourism agency in writing no later than seven consecutive days before the scheduled departure date.

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



General Terms and Conditions

11. Changes to be made by the Agency

11.1 Whenever, before the start of the package, (i) the travel and agency is obliged to significantly alter any of the main characteristics of the travel services, (ii) or is unable to meet the special requirements requested by the Traveler; (iii) or proposes to increase the price of the package by more than 8%, the Traveler may, within 08 (eight) calendar days:

- . Accept the proposed change;
- . Terminate the contract, without any penalty, and be reimbursed the sums paid;
- . Accept a replacement package offered by the travel and tourism agency and be reimbursed in the event of a price difference.

11.2 Failure by the traveler to respond within the time limit set by the travel and tourism agency will imply tacit acceptance of the proposed change with the application of the respective termination fees set out in clause 15 below.

12. Rescission 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 trip if the number of participants reached is less than the minimum. In such cases, the traveler will be informed in writing of the cancellation within:

- . 20 days before the start of the trip, in the case of for trips lasting than six days;
- . 7 days before the start of the package, in the case of trips lasting between two and six

days;

. 48 hours before the start of the package, in the case of trips lasting less than two days.

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

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

13. Price Changes

13.1 As a general rule, the price cannot be increased after the package travel contract has been concluded; any such increase is a genuine exception, in accordance with Article 23(1) of Decree-Law 17/2018 of 8 March. However, the prices stated in the program are based on the costs of services and exchange rates in force on the date of printing of this program, and are therefore subject to changes (price increases or reductions) resulting from variations in the cost of transport or fuel, taxes, fees and exchange rate fluctuations up to 20 days before the date of travel.

13.2 An increase in the price of the package tour shall only be possible if the consumer is notified by the Agency in a clear, comprehensible and reasoned manner, duly justified with the relevant calculations, on a durable medium, that is, any medium

that enables the traveler to store information addressed to them personally, in a way that allows them subsequently access it for a period of time appropriate to the purposes for which the information is intended, and which allows for the identical reproduction of the stored information, in accordance with Article 23(2) of Decree-Law 17/2018.

13.3 It is also to be expected that the traveler is entitled to a price reduction in the event of a decrease in the costs referred to in Article 23(2)(b). In the event of a price reduction, the travel and tourism agency reserves the right to deduct from the refund payable to the traveler the corresponding administrative costs incurred in processing the booking, provided that these are duly justified.

14. Refunds

14.1 Once the trip has commenced, no refund is payable for services not used by the Traveler due to force majeure or for reasons attributable to the Traveler, except for refunds provided by the relevant suppliers.

14.2 Failure to provide services included in the travel program for reasons attributable to the organizing agency, and where it is not possible to substitute them with equivalent alternatives, entitles the Traveler to be reimbursed without undue delay for the difference between the price of the services included and that of the services actually provided.

14.3 The Traveler is entitled to receive, without undue delay, compensation for any



General Terms and Conditions

damages suffered as a result of any lack of conformity. However, this shall not apply if the Agency proves that the lack of conformity is attributable to the Traveler, to a third party not involved in the provision of travel services included in the package travel contract, and is unforeseeable or unavoidable, or is due to unavoidable and exceptional circumstances. In such situations, no compensation is payable provided that this is duly proven.

15. Termination of Contract by the Traveler

15.1 The traveler is free to cancel the trip at any time prior to the start of the trip, provided they do so in writing to the booking agent.

15.2 Such cancellation implies that the traveler is liable for the payment of all costs arising from the commencement of the contract and their withdrawal therefrom. Once the contractual cancellation fee has been established and duly justified, the amount thereof shall correspond to the price of the package tour, less any cost savings and revenue resulting from the reallocation of travel services.

15.3 The retail agency shall be jointly and severally liable for the obligation to refund in full the payments made by the traveler in the event of unavoidable and exceptional circumstances, in accordance with Article 25(4) and (5).

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 package travel, travel and tourism agencies are liable to the Travelers, even if the services have to be carried out by third parties and without prejudice to the right of the general terms applicable.

16.3 Organizing travel and tourism agencies are jointly and severally liable with retail agencies in the case of package travel.

16.4 In the case of other travel services, the travel and tourism agency is responsible for the correct issue of accommodation and transport tickets and also for the culpable choice of service providers, if they were not suggested by the traveler.

16.5 The travel and tourism agency that acts as an intermediary in sales or bookings of individual travel services is responsible for errors in issuing the respective tickets, even in cases resulting from technical deficiencies in the booking 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 that are attributable to it and, if it has agreed to book a package or travel services that are part of related travel services, for errors made during the booking process.

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

17. Assistance

17.1 In the event of difficulties

the traveler is unable to complete the trip, the travel and tourism agency will provide the following assistance:

. Provision of appropriate information on health services, local authorities and consular assistance and;

. Assisting the traveler in making long-distance communications and finding alternative travel arrangements.

17.2 If the difficulty on which the request for assistance is based has been caused by the traveler deliberately or through negligence, the travel and tourism agency may charge a fee in the amount of the costs it has incurred as a result of providing this assistance.

17.3 If, due to unavoidable and exceptional circumstances, the traveler is unable to return, the organizing travel and tourism agency is responsible for providing the necessary accommodation, where possible of an equivalent standard in accordance with the relevant means of transport for the traveler's return, in accordance with the applicable general terms and conditions.

17.4 The above cost limitation does not apply to people with reduced mobility or their companions, to pregnant women and unaccompanied children, or to people who require specific medical care, provided that the travel and tourism agency has been notified of these specific needs at least 48 hours before the start of the package.

17.5 The agency may charge the traveler a fee if the



General Terms and Conditions

difficulty was caused by the traveler, provided that such fee does not, under any circumstances, exceed the costs actually incurred by the agency, in accordance with Article 30(2).

18. Insolvency

In the event of insolvency of the travel and tourism agency, the traveler may resort to the Travel and Tourism Guarantee Fund, and for this purpose must contact Turismo de Portugal I. P. the entity responsible for activating it Turismo de Portugal, I. P. Rua Ivone Silva, Lote 6, 1050-124Lisbon, Tel. 211140 200,1 Fax. 211140 830 - info@turismodeportugal.pt

19. Insurance

19.1 The liability of the travel agency organizing this program, arising from the obligations undertaken, is covered by civil liability insurance with the insurance company Fidelidade, policy no. RC70031458, for the sum of €75,000.00, in accordance with current legislation.

19.2 Transalpino offers Multi-trip Insurance with a force majeure cancellation cover and related add-ons, which may be purchased depending on the trip to cover assistance and cancellation costs.

20. VAT

The prices mentioned in this program reflect Value Added Tax at the current rate in force

21. Validity

This document is valid until 31/12/2030. Transalpino Viagens e Turismo reserves the right to make changes or updates to this document at

any time, and these changes will be duly updated on our platforms and websites.

22. GDPR (Privacy Policy)

With regard to the European Union's General Data Protection Regulation (GDPR) – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, concerning the protection and processing of personal data, the Agency (the entity responsible for the collection and processing of personal data), in the context of travel bookings, undertakes to comply with all obligations regarding the protection of travelers' data, in accordance with the legislation in force.

Notes

Program prices are based on the average exchange rate of the U.S. dollar; therefore, any significant fluctuation in the value of this currency may result in a revision of the trip prices in accordance with the terms set forth in the "price change" clause. Due to constant changes in fuel prices, the fuel surcharge included in the price may be adjusted in accordance with the terms set forth in the "price change" clause.

General Information

Arrival or Departure Times

The departure and arrival times are indicated in the local time of the respective country and according to the schedules of the respective airlines at the time of printing the program, and may therefore be subject to change. Airline connection

times may change, so we advise that any service purchased by the Traveler outside of the package should take this possible change into account. We recommend that, if the Traveler wishes to purchase transport or services after the package has been purchased, he/she should do so leaving a margin of tolerance of at least 6 hours in relation to the scheduled arrival/departure time of the package.

Any service purchased outside the package is not covered by the insurance guarantees when provided/included in the program.

Flights

Flight times are subject to change up to the moment of departure. Booking conditions (changes and cancellations), hand and hold baggage policy and in-flight meal service (when included), accumulation of miles in loyalty programs and other requirements depend on the airline, booking class and travel destination.

The transportation of passengers by air is duly regulated by the National Civil Navigation Institute. For more information on Passenger Rights please consult:

<https://www.anac.pt/VPT/PASSAGEIROS/DIREITOSPASSAGEIRO/Paginas/DireitosdoPassageiro.aspx>

For a list of prohibited articles and restrictions on liquids in the carriage of passengers by air and other aviation recommendations:

www.anac.pt/vPT/Passageiro/InfoPassageiro/ArtigosProibidos/Paginas/ArtigosProibidos.aspx



General Terms and Conditions

Hotels / Apartments

The categories of hotels, apartments, cruises and services presented in the program/catalogue follow the quality standards of the host country, and may be changed to similar ones when, for reasons beyond the agency's control, it is not possible to maintain or confirm the existing reservation. It is not possible to maintain or confirm the existing reservation; the agency being obliged to inform the Traveler as soon as it becomes aware of this. There may be services that will only be made available if the conditions and rules of use are met.

Apartments - If accommodation in an apartment, it is the responsibility of the Traveler to inform them of the number of people who will be occupying the apartment. If there are more people than booked, suppliers may refuse entry.

Hotels - The prices shown are per person and are based on double occupancy. Not all hotels have a triple room, and an extra bed is usually added, which may not be of the same quality. In rooms equipped with two beds or a double bed, the triple may only consist of those beds. The list of hotels and apartments in the programs is indicative, as is their category, which is based on local criteria and classifications, the criteria for which are sometimes different from those used in Portugal.

Room assignment, location, preferences and special requirements will be assigned locally by the hotel and are

always subject to availability. Certain countries apply Tourist Taxes charged directly by the Hotels and which are not included in the of the stay. You should check that the invoice issued by the hotel on departure charges these amounts correctly. Otherwise, you may not be able to dispute this amounts/payment later.

You may be asked to provide a valid credit card as a guarantee of payment of hotel consumptions and/or other extras, as well as an identification document for each guest for compulsory registration with the local authorities.

Meals

Unless otherwise stated, the prices shown for the half-board and full-board supplements do not include drinks. If you arrive at the hotel after 7pm, the first meal will be breakfast on the following day. On the last day and unless late check-out is possible, the hotel's last service will be breakfast, subject to the time at which breakfast is served in relation to the time at which the Traveler leaves the accommodation.

Check-in and check-out times

Check-in and check-out times on the first and last day will be defined according to the first and last service and depend on the policy of each unit. As a rule, rooms can be used from 2pm on the day of arrival and must be vacated by 12pm on the day of departure. In apartments, check-in is generally from 5pm on the day of arrival and must be vacated

by 10 a.m. on the day of departure. Always subject to availability at the time of inquiry and subject to any supplement, the payment of which You should ask the hotel about the conditions and possibility of early check-in and/or holding the room until the later time.

Many accommodations ask for a guarantee, which is refunded after the traveler has left and after confirmation of the condition in which they left the accommodation.

Special conditions for children

In the case of organized trips involving minors not accompanied by their parents or legal guardian, which include air or other transportation and, where applicable, lodging, in accordance with the provisions of Article 20(f) of Decree-Law 17/2018 and given the variety of conditions applicable to children (destination and hotel accommodations), the organization of the trip may be subject to special conditions.

Pursuant to Article 20(3)(f) of Decree-Law No. 17/2018 of March 8, in the case of organized trips involving minors not accompanied by a parent or other authorized person, which include accommodation, information must be provided that allows for direct contact with the minor or the person responsible.



PREMIUM TRAVEL
TRANSALPINO
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