

## GENERAL TERMS AND CONDITIONS EXPLORE IBERIA

### 1. Purpose:

1.1. These General Terms and Conditions are intended to establish the presuppositions and conditions that will define and govern the provision of services offered by Explore Iberia, a trade mark from Elos Da Montanha - Cooperativa De Desenvolvimento Rural C. R. L. registered office at Lugar da Costinha, Mentrestido, Vila Nova de Cerveira, duly registered in the National Commercial Registry R.N.P.C. (National Companies Register) under the company registration number 507232402, and the number 6374 in the National Register of travel agencies and tourism and with a share capital of 20,000 Euros.

1.2. EXPLORE IBERIA has its objective the organization and sale of programs and tourist excursions to companies and individuals. This also includes the organization and sale of various packages aimed at providing leisure and entertainment activities for the general public. In addition are included scientific, technical and similar consulting activities, the organization of trade fairs, congresses and other similar events and activities aimed at providing support services to other businesses.

1.3. Any terms included under Special Conditions, if existing, shall take precedence over the provisions of the present General Conditions, prevailing over both of these will be any additional conditions specifically written and agreed between the client and the Agency.

### 2. Intellectual and industrial property

2.1. All content and elements to which the user can access through the services offered by EXPLORE IBERIA are subject to intellectual and industrial property rights, patents, trademarks and copyright held by EXPLORE IBERIA, or third-party holders of the same. Access to such content or elements through the services provided by EXPLORE IBERIA does not give the user the right to change, modify, exploit, reproduce, distribute, communicate publicly, or any other right that relates to the holder of the property or intellectual right affected.

2.2. The user undertakes to use the content and/or elements that are accessed through the services offered EXPLORE IBERIA, via its various platforms, solely for his own use, and under no circumstance make any direct or indirect commercial exploitation of the same.

2.3. EXPLORE IBERIA reserves the right to introduce, change, and remove, without notice and for whatever cause, any information present in their platforms. The user is responsible for reviewing the content whenever searching or reserving excursions through the same

2.4. In any case, EXPLORE IBERIA may be liable, directly or indirectly, for any damage arising out of or in any way related to the use of the information present in the various platforms.

### 3. Limitation of Liability

3.1. EXPLORE IBERIA is not responsible for the accuracy of the content or possible errors that may derive from the information provided by third party service providers featured on its web platform.

3.2. To facilitate accessibility, EXPLORE IBERIA may include links to sites or information that are owned or operated by third parties. When accessing such links, be sure to review and accept the rules of linked sites before use. Users must accept that the EXPLORE IBERIA does not control the content of third party web sites and products, and does not assume any responsibility for the content published therein. Any link to a site that is not controlled by EXPLORE IBERIA does not imply that EXPLORE IBERIA supports that site or the products and services referenced therein.

3.3. The user assumes sole responsibility for damages or losses that may derive from access to such content, as well as any other damage or injury occurred in his computer system caused by

any material downloaded or otherwise obtained through the use of the services listed or for any loss of data caused by downloading such material.

3.4. Thus EXPLORE IBERIA shall not be liable for any damages or losses arising from infractions by any user that affect the rights of any other user or third parties, including the rights of copyright, trademarks, patents, confidential information, and any other rights of intellectual and industrial property, or the dissemination of content or propaganda of a racist, xenophobic, pornographic, terrorist nature or that acts against human and/or animal rights.

#### **4. Privacy and confidentiality**

4.1. The collection of data relating to user identification may be performed via the web site, e-mail, telephone or face to face and will be processed in accordance with the practices approved by the National Commission for Data Protection. Such collection of data will be managed in accordance with the strictest security rules.

4.2. All data collected through user-registration on the site are completely confidential and are destined for the management of clients and services of EXPLORE IBERIA, as well as Marketing activities of the same company. Thus, all user-registration data are completely confidential and will be used exclusively for communicating news and in serving users in the best possible way as well as creating proposals that match specific user interests.

4.3. All employees of the entity responsible for the processing of personal data are bound by an obligation of secrecy and confidentiality in relation to the data to which they have access through the process of entering such data onto their computers, being duly informed of the importance of fulfilling the statutory requirement of secrecy and being required to meet their corresponding responsibility.

4.4. The user accepts that EXPLORE IBERIA may provide to third parties information concerning the habits, interests and group customer interests without disclosing the identity or characteristics of any particular user.

4.5. No external entity to EXPLORE IBERIA has access or can consult these data.

4.6. The Client gives express consent to effect that all information, including personal data, provided during registration, may be communicated to local partners of EXPLORE IBERIA, to assist in the implementation of a program, in particular as regards the tastes, food preferences, health information amongst other.

4.7. The use of any image of participants in programs and platforms of EXPLORE IBERIA will be dependent on the express consent of the Client in writing at the request of EXPLORE IBERIA. If such consent is not given, EXPLORE IBERIA undertakes not to use such image of the participants in its programs and platforms.

#### **5. Acceptance of Terms**

5.1. On contracting EXPLORE IBERIA, the Client acknowledges and accepts all of the Terms and Conditions set out herein.

5.2. Users who hire services through the platforms of EXPLORE IBERIA, must be of adult age (18 years). In the case of hiring by minors, it is obligatory to have the authorization of the parents or guardians to be able to make use of the service hired. In case of doubt, please contact our customer support service.

5.3. Via the website [www.EXPLOREIBERIA.PT](http://www.EXPLOREIBERIA.PT) we collect data through the use of *cookies* and use information from users to analyse their behaviour when navigating on our web page and in this way, make our services more efficient and user-friendly. For more information about how the site [www.EXPLOREIBERIA.PT](http://www.EXPLOREIBERIA.PT) uses cookies and how to disable them, please refer to the policy of cookies.

5.4. The present conditions of use do not exclude the possibility of certain services provided through the [www.EXPLOREIBERIA.PT](http://www.EXPLOREIBERIA.PT) website, by virtue of their particular characteristics, being subject to certain specific conditions of use.

## **6. Reservations**

6.1. Fees will be applied to reservations, service charges, changes to reservations and other services in accordance with the amounts established in the price tables which are available for consultation in the respective points of sale, and which are in force at any moment, to which will be added the amounts charged by suppliers, in particular in cases of amendments and cancellation.

6.2. The form for the reservation or service requested must contain all the elements necessary for processing the same.

6.3. The charges referred to in 7.6. apply to each reservation request, provision of services or for the provision of goods and products and shall be debited to the customer at the time of acceptance of the booking, request for the provision of services or the supply of goods and products by the Agency.

6.4 The charges referred to in 7.6. will not be reimbursed to the Client in the event of non-use or take-up of the goods or service which form the object of the booking, as well as for any other reason which is not attributable to the Agency.

## **7. Confirmation**

### **7.1. General Conditions:**

The registration of any reservation for programs and tourist excursions of EXPLORE IBERIA, will only be secured in the following way:

7.1.1. Payment of the entire booking in two stages, for reservations more than 45 days ahead;

7.1.2. The request for booking can only be confirmed as effective, after the payment of the first stage of the value stipulated, that is 40% of the total, within 5 days of the date of registration.

7.1.3 The requested reservation will only be confirmed after payment of the second stage, that is 60%, which should be remitted at least 20 days inclusive before the start date.

7.1.4. Payment of any additional services, when requested by the client, in their entirety.

7.1.5. EXPLORE IBERIA reserves the right to cancel any reservation whose payment has not been affected in accordance with the conditions referred to above.

7.1.6. If the registration or reservation for the trip occurs within twenty-one days of the planned start date, the Client accepts that the validity of this Agreement shall be subject to the express communication by the Agency that all the service suppliers have confirmed the conditions laid down for their services to be provided for the requested travel and that the cost of travel is to be paid in full at the time of confirmation.

7.1.7. Without prejudice to the amount to be paid by the Client for the costs relating to effecting reservations and bookings as well as the cost of the trip itself, the client is further obliged to pay all cancellation fees, in accordance with point 9 of these General Conditions, in the event of abandoning the trip.

### **7.2. Special conditions for children:**

Given the diversity of conditions applicable to children, depending on age, the service provider and the dates of travel, it is recommended that clients always question whether special conditions might exist for which, in the face of each specific situation appropriate information will be provided.

### **7.3. Requests for special services**

The travel agency is not responsible for the confirmation or denial of special services on the part of service providers nor offers information concerning possible price supplements which the supplier may require for the provision of such services of a special character. For this reason and for any information that the Client requires about this kind of service, it is recommended that you contact the supplier in question directly.

#### **7.4. Board regimes**

7.4.1. **APA (Bed and Breakfast)** - Breakfast only;

7.4.2. **MP (Half Board)** - includes breakfast and dinner. Drinks are not included;

7.4.3. **PC (Full Board)** - includes breakfast, lunch and dinner. Drinks are not included;

7.4.4. **TI (All Inclusive)** - includes breakfast, lunch, dinner, snacks and drinks such as water, fruit juice and wine. The inclusions can be more comprehensive or restricted depending on the destination and category of accommodation. Clients should confirm with the Agency what is included in TI for your particular reservation.

7.4.5. Any specific request from the Client concerning meals is always dependent on confirmation and may involve the payment of a supplement.

7.4.6. Package trips based on half board or full board do not include meals that coincide with flying times, transport from/to the airport, or time during flight connections.

#### **7.5. Accommodation**

7.5.1. For its travel packages, EXPLORE IBERIA, uses entities providing accommodation in rural tourism developments, hotels, manor houses, camp sites and local accommodation.

7.5.1.1. Businesses involved in rural tourism can be classified as follows:

- a) Country Houses
- b) Agro-tourism;
- c) Rural hotels.

7.5.2. EXPLORE IBERIA, undertakes to arrange accommodation by typology within the categories referred to under point

7.5.3. No responsibility is accepted for any special services provided by suppliers.

7.5.4. In the case of groups, and considering the specifications of accommodation types referred to in point 7.5.1. EXPLORE IBERIA, undertakes to arrange within its programs accommodation by typology, with similar services and conditions.

#### **7.6. Prices**

7.6.1 The combined travel price is calculated on the basis of exchange rates, freight rates, fuel costs at the time of the user's consultation. This price may vary at the time of booking and confirming the package tour due to subsequent increases in fuel costs. Any price change in the above factors may result in a revision of the final price of the trip, up to 20 days prior to date of travel, such fact being duly communicated by EXPLORE IBERIA, to the Client.

7.6.2. Non- acceptance of any increase in the price of the trip, in accordance with the law, gives the Client the right to cancel the booking under the same terms and conditions as provided for under the heading of Non-Compliance, point 8.

7.6.3. The cost of travel may be changed at the time of calculating the final price of the reservation due to special events, local holidays, local festivals, etc.

7.6.4. Any and all information provided on platforms other than EXPLORE IBERIA, concerning prices and availability of services, is merely approximate and indicative, does not bind EXPLORE IBERIA, nor constitute a contractual offer. For more information, refer to the general conditions for the provision of services by EXPLORE IBERIA.

7.6.5. The price of the trip to the Client shall be final when he has in his possession the reservation document and the final price fully debited, the final price only becoming binding at this moment.

7.6.6. Any changes or modifications requested after sale will incur an administration charge of 15 euros.

7.6.7. The price does not include optional excursions or visits, gratuities and any expenses that are considered personal. The Client should consult in detail inclusions and exclusions for the particular tour package.

7.6.8. The prices of our programs are per person based on shared double room.

7.6.9. In the case of group travel those participants who wish to register individually will be assigned a room partner of the same sex. A limited number of single rooms are available upon payment of single supplement.

The single supplement is mandatory for individual participants who book a place with less than 30 days before the start date. If, after booking, it is possible to find a partner, the single supplement will be refunded in full. Please note that in some of our programs the single room option is not available for all nights.

## **7.7. Rates**

7.7.1. Value Added Tax applicable at the date of travel is included in the price of the service.

## **8. Non-Compliance and Changes.**

### **8.1. Changes made by the agency and operators**

8.1.1. Should there be well-founded reasons to warrant it, the Agency may modify the conditions listed in the Program, in particular the itineraries and departure times or substitute any of the accommodation provided by alternatives of similar category and location.

8.1.2. If unforeseen circumstances force the suspension of the journey, the client will always be entitled to reimbursement of any sums paid.

### **8.2. Non-compliance caused by third parties**

8.2.1. If circumstances not attributable to this Agency result in a failure to fulfil some essential service in the travel program, the Client will be entitled to withdraw from the trip, and receive a refund of all sums paid, or, alternatively, to accept an alteration to the services and any variation in the price.

8.2.2. If such circumstances not attributable to the Agency result in the cancellation of the trip, the customer may opt to participate in an alternative trip through accepting an amendment to the contract and any variation in the price.

8.2.3. If the replacement trip proposed has a lower price, the client will be refunded the difference.

8.2.4. No refund is due for services which, although made available, are not used by the client.

### **8.3. Cancellations of the program by the Agency**

8.3.1. EXPLORE IBERIA reserves the right to cancel a package tour if the number of participants is less than the minimum required. In such cases, the Client will be informed with at least 15 days' notice, thereby releasing the Agency from any responsibility for the cancellation and to refund the Client for all expenses already paid.

### **8.4. Changes requested by clients**

8.4.1. If the service suppliers for the trip in question permit it, whenever a client duly registered for said trip wishes to change their booking to another trip or for the same trip with different departure date, or other permitted changes, a fee will be charged to cover the costs of making such changes. However, should the change be made within 21 days or less prior to the departure date of the trip on which the Client was booked, or if the service providers do not accept the amendment, fees and charges will be made as provided for under the heading "Cancellations".

8.4.2. For each amendment (for example: names, dates, type of apartment or room), there will be a service charge of € 15.00.

## **9. Client Cancellations**

9.1.1. At any time Clients may cancel contracted services with the right to repayment of any sums paid according to the following conditions:

9.1.1.1. If said cancellation occurs with more than 30 days' notice before the start date of the program, a full refund of all payments made by the Client will be available, less a cancellation fee and administration charge.

9.1.1.2. If said cancellation occurs at least 15 days before the start date of the program, the Client will lose 50% of the value paid plus the cancellation fee and administration charge.

9.1.1.3. If said cancellation occurs in less than 15 days from the start date of the program the Client will lose the full value of the program.

9.1.1.4. The Client also loses the value of all additional services that were requested, including insurance, that have non-recoverable charges, regardless of the date of cancellation.

9.1.1.5. In the event of 'no show' by the Client at the scheduled departure time there will be no entitlement to any refund of the amount paid, unless otherwise agreed between both parties.

## **10. Refunds**

10.1. After the start of a program, there will be no refund for services not used by the Client. If, in the case of non-provision of services as envisaged in the program for reasons not attributable to the Agency, it is not possible to arrange a replacement using other equivalent services, the Client has the right to be reimbursed for the difference between the price of the services envisaged and of those effectively rendered, without prejudice to the provisions in paragraph 8.2.4. of these general conditions.

## **11. Documentation**

11.1. Clients must possess in good order all personal and family documents (Citizen's Card, authorization for minors, passports, visas, vaccination and other certificate that might be required. A personal ID is not a valid document for crossing the Portuguese border). The Agency declines any responsibility for the refusal of granting visas or permission for the Client to enter the country. In such cases the conditions laid down for the cancellation of the trip will apply, the Client being also responsible for any further costs ensuing from such a situation.

## **12. Insurances**

12.1. The activities, programs and trips arranged by EXPLORE IBERIA are, in accordance with current legislation, covered by civil liability insurance Fidelidade Policy number RC63594816.

12.2. The Client is obliged to have or acquire specific insurance cover for any activity in which he will participate. The insurance should be appropriate for the type, duration and location of activity or destination of the trip. The Client must provide proof of such insurance to the Agency.

12.3. Failure to purchase or obtain adequate insurance cover for the duration, type and location/destination of the activity by the Client automatically exempts EXPLORE IBERIA, and all its partners and service suppliers, from any and all liability for consequential damage and associated costs, which the Client may incur.

12.4. EXPLORE IBERIA offers to all its customers the option of contracting on their behalf specific insurance suitable for carrying out the planned activities.

## **13. Means of Payment:**

13.1. The Client may pay for the services through a debit reference number, bank transfer, whether national or international, in cash or other means, provided previously agreed with EXPLORE IBERIA. At all times the currency used is the Euro.

13.2. Any costs associated with the method of payment chosen by the Client will always be his responsibility.

#### **14. Journey**

14.1. **Timetables and means of transport:** Where programs involve travel by train or bus, the times of departure and arrival will be in accordance with the schedules defined by the carriers. These times may be subject to change. It should be noted that there might always be delays due to reasons outside the control of EXPLORE IBERIA such as strikes, technical problems, natural causes and others for which we cannot accept responsibility.

14.2. After the start of the trip, any requested changes to contracted services for reasons not attributable to the Agency (e.g. extension of stay, change of route, adventure activity) may have prices that do not correspond to those published in the brochure that prompted the hiring.

14.3. **Transfers:** In certain destinations and depending on the terms agreed, airport-hotel-airport transfers may not be included.

14.4. **Baggage:** it is understood that carriage of baggage, means all baggage and other personal effects which the Client takes with him, regardless of in which part of a vehicle they are placed, and that such carriage is for the account and risk of the Client. It is recommended that clients be present in all baggage loading and unloading operations. In relation to air, rail, sea or inland waterways baggage transport, the conditions laid down by the carrier shall apply, the passenger ticket being the binding document between passenger and carrier. In case of damage, delay in delivery or loss, the Client should register at the time his complaint to the transport company. Matters concerning the carriage of luggage and the possible consequences resulting from the same, fall outside the scope of the agency management.

14.5 **Local festivals and holidays:** on specific local and national holidays it is possible that transport schedules, opening times for shops, museums, shows, etc., may be changed, including closure without notice. Such circumstances may also affect transit and may prolong transfer times. In the event of access roads being closed to traffic thereby preventing arrival to the hotel door, it will be the responsibility of clients to move their luggage to the hotel.

14.6. **Theft:** EXPLORE IBERIA shall not be liable for any losses that clients may suffer as a consequence of any incident occurring during the trip and stay at destination. In the case of any loss through theft, the Client should inform the local management or police authorities at the place where the theft occurred.

14.7 **Accommodation:** The group, classification and designation of accommodation are defined by specific legislation. With regard to accommodation, the following rules shall apply:

It is the full and sole responsibility of the Client to advise on the number of people (adults and children) who will occupy the accommodation. Should more people than registered in the reservation arrive, those responsible for the management of the accommodation may refuse entry.

The prices shown are per person and are based on sharing a double room. Not all accommodations have triple rooms, in such cases a double room may have an extra bed added, this bed may not be of the same standard and comfort. In the case of rooms equipped with two large beds or double beds this will, in most cases, be considered as a triple room with no added bed.

14.8. **Availability of Accommodation:** As a general rule rooms will be available from 14h on the day of arrival and should be vacated before noon on the day of departure. In the case of tourism developments in rural areas, the delivery of keys is usually made by the owner in a place and at a time indicated by the Agency.

14.9. **Material and equipment:**

Provision of all personal materials and equipment necessary for carrying out envisaged activities is the responsibility of the Client. Clients should bring with them all necessary equipment as referred to in the list provided at the time of booking the program or trip. EXPLORE IBERIA is not

responsible for any lack of equipment or material that clients are required to bring with them and any consequent inability to carry out any envisaged activity.

Provision of material considered as being collective and specialist technical equipment is the responsibility of EXPLORE IBERIA. In situations in which EXPLORE IBERIA loan such material, participants have the responsibility to keep this in good order, appropriately stowed and returned at the end of the trip and in the same conditions as received. Non-return, loss or damage will require the Client to pay the full value of the equipment or material in question.

**14.10. Assistance to clients| non-completion:** When, for reasons that are attributable to the Client, he is not able to complete the package trip, the Agency is obliged to render assistance until the point of departure or arrival.

**14.10. Assistance to clients| non-completion:** In case of abandonment of travel before the contracted date through reasons of force majeure, EXPLORE IBERIA will not be liable for any refund.

**14.11. Compliance by the Agency** is as provided for in Article 27 of Decree-law DL199/2012 of 24 August and respective amendments and/or revisions.

## **15. Responsibility**

**15.1. Guarantee of responsibility:** In accordance with the legislation in force, the responsibility of the Agency is guaranteed by a civil liability insurance through the Fidelidade Insurance Policy RC63594816 with capital cover up to € 75,000.00. It has also contributed to the Fundo de Garantia de Viagens e Turismo (FGVT - DL 61/2011 of 06 May with the wording amended by DL 199/2012 of 24 August).

**15.2** Considered as justifiable causes of exclusion of responsibility of the Agency, amongst others, are speculative, false or fraudulent reservations for journeys made by the Client, cancellation by the Client, failures in the implementation of the agreement attributable to the Client, failures attributable to a third party not connected with the provision of included services which are unforeseeable and unavoidable as well as situations due to force majeure.

**15.3. Indemnity:** The Client is obliged to indemnify the Agency or its suppliers for all damages arising from any breach of the responsibilities provided for in these general conditions, including, in particular, any fees of lawyers and legal costs

## **16. Complaints**

Any complaint made to EXPLORE IBERIA, can only be considered valid if made in writing within a period not exceeding 20 days after the completion of the contracted services. The same complaints will only be considered if they have been reported to service providers (lodgings, hotels, local agents and others.) during the course of the program, with the respective documents relating to the incidents in question. Any complaint delivered outside the time limit or with incomplete documentation will result in denial of responsibility on the part of the Agency.

In the event of a claim for breach of contracted services the Client may additionally activate the security provided for in accordance with current legislation by presenting their claim to Turismo de Portugal I. P. within 20 working days after the end of the trip.

Any dispute arising out of this agreement for the provision of services shall be settled by the local Judicial Court, with the express exclusion of any other. For all or any matters not governed by these General Terms and Conditions Portuguese Law will apply.