



## Guincho Adventours Terms and Conditions

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Please take the time to read and understand the conditions of booking set out below prior to booking a tour with us. We strongly recommend that you also read the Notes relating to your experience prior to booking to ensure that you understand the itinerary, style and physical demands of the trip you are undertaking.

### **1. Our contract**

All direct bookings are made with Guincho. By booking an tour with us you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice.

### **2. Validity**

Dates, itineraries and prices are valid from 01 April 2016 until 31 March 2017. Beyond 30 March 2017 dates, itineraries and prices are indicative only.

### **3. Deposit requirement**

You are required to pay a non-refundable deposit of 50% per person per tour for your booking to be confirmed. Your booking can be made within 1 day of the tour date but always be sure to check with us for availability. Please note that a higher deposit is required for some selected tours.

### **4. Acceptance of booking and final payments**

If we accept your booking we will issue a confirmation invoice. A contract will exist between us from the date we issue the confirmation invoice the contract will exist when we accept your deposit. Please refer to your booking confirmation invoice for details regarding final payments. Payment of the remaining balance of the tour price is due as you arrive at our instalations. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled.

### **5. Your details**

In order for us to confirm your travel arrangements you must provide all requested details with the balance of the trip price. Necessary details include full name as per passport, date of birth, nationality, passport number, and any pre-existing medical conditions you have which

may affect your ability to complete your our arrangements. Your booking cannot be confirmed without provision of these details.

## **6. Cancellation by the traveller**

If you cancel some or all portions of your booking cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel a trip:

- 7 days or more prior to the tour, we will retain 50% of the deposit;
- Between 15 and 29 days prior to departure, we will retain 25% of the deposit
- 2 days or less prior to tour date, we will retain 100% of the deposit.

Note that different cancellation conditions apply to some tours and additional services. Your booking consultant will advise if differences apply. Please note that for certain tour arrangements the cancellation charge may be higher than those shown. In certain cases a 100% cancellation fee applies as soon as the booking is made and the voucher is issued. You will be advised of different cancellation charges at time of booking. If you leave a tour for any reason after it has commenced we are not obliged to make any refunds for unused services.

If you fail to join a tour, join it after departure, or leave it prior to its completion, no refund will be made. The above cancellation fees are in addition to fees which may be levied by accommodation providers, travel agents or third party tour and transport operator fees.

## **7. Cancellation by us**

We may cancel a trip at any time up to 7 days before. We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel your trip, you can transfer amounts paid to an alternate departure date or alternatively receive a full refund. In circumstances where the cancellation is due to external events outside our reasonable control refunds will be less any unrecoverable costs.

## **8. Booking amendments**

If you wish to transfer from one tour to another or transfer your booking to a third party you must notify us at least 7 days prior to the proposed tour date. A fee of €50 per person per change will apply. If you notify us less than 30 days prior to the proposed departure date the refund policy applicable to cancellations will apply. Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the tour, and transfers to another tour date can only be made within the current validity period.

Amendments to any other arrangements made in conjunction with your trip will incur a €50 administration fee per booking per change.

## **9. Inclusions**

The price of your trip includes:

- all items as listed in the Trip Notes
- all transport listed in the Trip Notes
- sightseeing and meals as listed in the Trip Notes
- the services as described in the Trip Notes

## **10. Exclusions**

The price of your tour does not include:

- Meals unless specified
- Special gear unless specified in the Trip Notes
- Transfers, taxes unless specified
- Travel insurance
- Optional activities and all personal expenses

## **11. Prices & surcharges**

Our trip prices are subject to variable and seasonal pricing, both of which are standard practice within the tour industry. This means our tour prices may vary at any time in accordance with demand, market conditions and availability. It is likely that different passengers on the same trip may have been charged different prices. Your best option if you like the price you see is to book at that time. Once you have received a quote the price will be locked in provided you pay the required deposit prior to the quote's expiry. Any reduced pricing or discounts that may become available after you have paid your deposit will not apply. If you wish to cancel your booking to take advantage of a cheaper price, full cancellation conditions apply. The most up to date pricing is available on our website. Prices are based on currency exchange rates as of Jan 2016. We reserve the right to impose surcharges up to 30 days before the tour due to unfavorable changes in exchange rates, increases in other transportation costs, increases in local operator costs, taxes, or if government action should require us to do so. In such instances we will be responsible for the any amount up to 2% of the tour price and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the trip price you may cancel the booking within 7 days of notification of the surcharge and obtain a full refund. We will not surcharge any tour within the validity of our brochure once paid in full. Air

## **12. Age & Health requirements**

A minimum age at the time of the tour applies to many of our tours. For the majority of our tours we have no upper age limit though we remind you that our trips can be physically demanding and passengers must ensure that they are suitably fit to allow full participation. All travellers under the age of 18 must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian. The legal guardian or their designee will be responsible for the tourer under the age of 18.

## **13. Small groups & combination tours**

Our tours are guaranteed to start once minimum group size is achieved unless specifically states otherwise. This means at times we will start the tour even if some of the tourers missed arrival. Some of our tours may be designed to fit with other tourers to create a "combination" tour. If you would like to know how many people are booked on your trip or any combination trip it is part of please ask prior to making your booking.

## **14. Passport and Driving License**

You must carry a valid passport and driving license, for the tours in which you will use motorized means of transportation like Buggies and Quad Bikes. Your passport and Driving License must be valid. It is your responsibility to ensure that you are in possession of the correct documents, for your tour. We are not responsible if you are fined or refused to take the tour because you lack the correct travel documentation.

## **15. Tour insurance**

A personal insurance is compulsory for all our tours and should be taken care by you with us prior to the tour date. Your tour insurance must provide cover against personal accident, death, medical expenses and emergency repatriation, loss of personal effects is not covered by our insurance. If you obtain tour insurance through us you acknowledge that you are satisfied with the level of insurance we have arranged.

## **16. Flexibility**

You appreciate and acknowledge that the nature of this type of tour requires considerable flexibility and you should allow for alternatives. The itinerary provided for each tour is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

## **17. Authority on tour**

Our group tours are run by a group leader. The decision of the group leader is final on all matters likely to affect the safety or well-being of any person participating in the trip. If you fail to comply with a decision made by a group leader, or interfere with the well-being or mobility of the group, the group leader may direct you to leave the trip immediately, with no right of refund. We may also elect not to carry you on any future trips booked. You must at all times comply with the laws, customs, foreign exchange and drug regulations of our country, and you also agree to tour with us in accordance with our responsible travel guidelines.

## **18. Acceptance of risk**

You acknowledge that the nature of the tour is adventurous and participation involves a degree of personal risk. You will be visiting places where there are dangers and physical challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However it is also your own responsibility to acquaint yourself with all possible relevant information and the nature of your itinerary. You acknowledge that your decision to take the tour is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

## **19. Limitation of liability**

To the fullest extent permitted by law: any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a tour, you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a tour. Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

## **20. Optional activities**

Optional activities not included in the tour price, do not form part of the tour or this contract. You accept that any assistance given by the group leader or representative in arranging

optional activities does not render us liable for them in any way and they must be all considered extras. The contract for the provision of that activity will be between you and us.

## **21. Claims & complaints**

If you have a complaint about your tour please inform your group leader or our local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

## **22. Severability**

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

## **23. Photos Videos and marketing**

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

## **24. Privacy policy**

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our staff, service providers or other suppliers to enable us to operate the Tour. We will otherwise treat your details in accordance with our privacy policy.

## **25. Applicable law**

The laws of Cascais, Portugal, govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of Cascais Portugal.

## **26. Registered address**

Guincho Adventours, Rua da Areia nº 1306, Areia, Cascais, Portugal