

Booking Conditions

These Booking Conditions are intended to establish the terms and conditions governing the provision of travel services organised by “**DOURO WINE TRAVELLER – DWT, UNIPESSOAL LDA**”, a company with its registered office at Rua Marquês de Ponte de Lima, no 23 to 23 B, 4th floor, in the parish of Santa Maria Maior, Municipality of Lisbon, 1100-337 Lisbon, registered with the Lisbon Office of Commercial Records, with the single registration and legal person number 514082496, with share capital of five thousand euros, registered with the National Register of Travel and Tourism Agencies (RNAVT) with the number 6793, and with the National Register of Tourist Entertainment Agencies (RNAAT) of the Portuguese Tourism Institute, as a tourist entertainment company with the number 337/2017, in addition to any Specific Conditions agreed between the Client and DOURO WINE TRAVELLER – DWT, UNIPESSOAL LDA, hereinafter GRAPE DISCOVERIES.

GRAPE DISCOVERIES is a registered trademark of “Douro Wine Traveller – DWT, Unipessoal Lda”.

1. Booking and paying for your tour

1.1 Bookings can be made via the GRAPE DISCOVERIES website.

All tours must be paid for in full one week prior to the start of the tour.

1.2 By way of exception, if any suppliers establish payment conditions which differ from those set out above, regardless of how far in advance the booking is made, the conditions of those suppliers shall prevail. If applicable, GRAPE DISCOVERIES will inform the Client of how much he is required

to pay as soon as it has this information, and the Client shall be responsible for ensuring such payment in order to guarantee the booking.

1.3 GRAPE DISCOVERIES reserves the right to cancel any registration for which payment has not been made in line with the conditions set out above, and to charge any amounts established in the terms of the cancellation rules indicated below.

1.4 Bookings are subject to confirmation of all services by the suppliers.

1.5 The services and products are offered to the Client in the terms and conditions set out herein and in the specific conditions.

1.6 When entering into the contract with GRAPE DISCOVERIES the Client acknowledges and accepts all the terms and conditions set out in these conditions.

1.7 The terms set out in the Specific Conditions, if any, prevail over the provisions of these Booking Conditions, and any additional written stipulations specifically agreed between the Client and GRAPE DISCOVERIES prevail over both the Booking Conditions and the Specific Conditions.

1.8 These Booking Conditions are in compliance with the provisions of Decree-Law No. 61/2011 of 6 May, with the amendment introduced by Decree-Law No. 199/2012 of 24 August.

1.9 CONDITIONS FOR CHILDREN: given the range of conditions applicable to children (depending on the destination and supplier), Clients are advised to always enquire about the specific conditions that may be applicable to the tour in question.

2. Change to the price of the tour

The price of the tour contracted may be changed up to 20 days

prior to the planned departure date if all of the following conditions are met:

i) the change is solely the result of changes in the cost of transportation or fuel, or of rights, taxes or charges, or exchange rate fluctuations;

ii) the change in the price is calculated in the exact proportion of the changes set out in the previous subparagraph.

3. Travel insurance

All Clients must be covered by travel insurance which covers any eventuality or accident, and they may not travel against the advice of a doctor. **It is of the utmost importance that the Client undertakes to take out insurance as soon as the booking is confirmed, and that the insurance covers ill health of the Client himself, or members of his family and of other accompanying persons.** The Client will be liable for any damage, harm or compensation arising from a claim which GRAPE DISCOVERIES has to settle, namely when this results from failure to comply with the obligation to take out insurance with the appropriate coverage.

4. Cancellation of the tour by the Client

4.1 If the Client intends to cancel the contracted tour he must inform GRAPE DISCOVERIES as soon as possible, in writing, by means of an email sent by the person who made the booking. Cancellation will only produce effects from the time of its receipt by GRAPE DISCOVERIES.

4.2 In the event of cancellation, the Client will be charged for the expenses that GRAPE DISCOVERIES has incurred or incurs in the future with the cancellation, in addition to 15% of the total cost of the contracted tour.

5. In the event of changes to the tour

Although it is highly unlikely that any changes will be made to the contracted tour, to the tour schedule, etc., these may occur and GRAPE DISCOVERIES reserves the right to make them, informing the Client of them in a timely manner.

6. Cancellation of the tour by GRAPE DISCOVERIES

If GRAPE DISCOVERIES is forced to cancel the tour, prior to the departure date, the Client may choose to:

- i) have all amounts paid reimbursed;
- ii) alternatively, choose to take part in another tour, and have any difference in price reimbursed or pay any extra resulting from the change.

7. Force majeure

GRAPE DISCOVERIES may not be held liable nor pay any compensation as a result of failure to comply with the obligations arising from this contract when this failure is the result of a situation of *force majeure*, which shall be understood as an unexpected, unforeseeable and uncontrollable event which is external to GRAPE DISCOVERIES or any of its suppliers, even if they have taken all care and precautions. Examples of *force majeure* include war, revolutions, actual or imminent, uprising, civil conflict, terrorist activities, industrial disputes, natural or nuclear disasters, extreme climate conditions or fires.

8. Documentation, passports and visas

8.1 All Clients are responsible for ensuring they possess a valid passport.

8.2 The Client is responsible for confirming whether he needs a visa or any other documents in order to travel to and within Portugal. Fees for cancellation of the tour, pursuant to paragraph 4.2, will be applicable to cases in which the Client is prevented from travelling due to a lack of any of these

documents.

8.3 Clients from the European Union

i) must be holders of the European Health Insurance Card in order to obtain medical assistance.

Clients from outside the European Union

i) Nationals from non-EU countries must consult the embassies/consulates of their country of origin for specific information regarding the documentation necessary for travel.

8.4 Minors who travel with their parents, or who are authorised by their parents to travel with other adults, must hold their own identification documents: citizen's card or identity card, passport. Clients shall inform GRAPE DISCOVERIES prior to the departure date of the means for contacting minors, those responsible for their stay and their parents or guardians.

9. Complaints

9.1 During the tour, the driver-guide must be informed of any situation which may justify a complaint, so that this may be resolved or removed.

If, nonetheless, it is not possible to satisfactorily resolve the situation which arises, the Client must present his complaint in writing and send it within 30 days of his return.

9.2 Any complaint regarding illness which occurs during the tour must be accompanied by a report from the local doctor that the Client consulted, from the doctor of the Client's country of origin and an authorisation in writing, in Portuguese, granting GRAPE DISCOVERIES access to the content of any medical report or other items relating to the said illness.

9.3 Complaints will only be considered if presented in writing

to GRAPE DISCOVERIES within 30 days of the end of the provision of services.

10. Limits

10.1 The limit of GRAPE DISCOVERIES' liability shall be the maximum required from service providers, under the Montreal Treaty, of 28 May 1999, on International Carriage by Air, and the Berne Convention, of 1961, on Carriage by Rail.

10.2 Regarding maritime transport, GRAPE DISCOVERIES' liability to its Clients for the provision of transport or accommodation services, when this is the case, by maritime transport companies, in the event of harm resulting from wilful or negligent actions or omissions of the latter, will have the following limits:

- a) € 441,436.00 in the event of death or bodily injury;
- b) € 7,881.00 in the event of total or partial loss of or damage to baggage;
- c) € 31,424.00 in the event of loss of a motor vehicle, including baggage contained in it;
- d) € 10,375.00 in the event of loss of baggage, whether accompanied or not, contained in a motor vehicle;
- e) € 1,097.00 for damage to baggage, as a result of damage to a motor vehicle.

10.3 When this exists, GRAPE DISCOVERIES' liability for the deterioration, destruction and theft of baggage or other items in tourist accommodation establishments, while the Client is staying there, is limited to:

- a) € 1,397.00 in total;
- b) € 449.00 per item;
- c) the amount stated by the Client, regarding items given to

the tourist accommodation establishment for safekeeping.

10.4 GRAPE DISCOVERIES' liability for damage to property is limited to the amount which corresponds to five times the price of the service sold.

11. Arbitration

If, despite all our best efforts, the Client considers that a complaint has not been satisfactorily dealt with, he is duly informed that, pursuant to Law No. 144/2015, of 8 September, he may resort to the following Consumers' Alternative Dispute Resolution Entities:

i) The Arbitral Commission of the Portuguese Tourist Board at www.turismodeportugal.pt

ii) Any of the entities listed on the site of the Directorate-General for the Consumer at <http://www.consumidor.pt>

To do so, he must present a complaint to the Portuguese Tourist Board at www.turismodeportugal.pt within 30 days of:

- (a) the end of the tour;
- (b) cancellation of the tour attributable to GRAPE DISCOVERIES;
- (c) the date he became aware of the impossibility of the tour going ahead due to a fact attributable to GRAPE DISCOVERIES;
- (d) closure of the establishment.

In the case of a complaint for non-compliance of the services contracted, the Client may activate the Travel and Tourism Guarantee Fund, provided for in the terms of Decree-Law No. 61/2011, of 6 May, with its current wording, which presupposes that the respective complaint has been made to the Portuguese Tourist Board at www.turismodeportugal.pt.

12. Conditional bookings

Clients are informed that conditional bookings, namely those dependent on a certain requirement or condition being met, will not be accepted.

13. Client conduct

When booking and contracting a tour with GRAPE DISCOVERIES, the Client accepts the responsibility and commitment of adopting appropriate conduct during the tour. GRAPE DISCOVERIES reserves the right to terminate the tour of any traveller if, according to its own assessment, the latter's conduct is dangerous or harmful to the others, to other Clients who may be staying at the same accommodation or to third parties, or may in any way jeopardise GRAPE DISCOVERIES' good name and reputation. In this case, and from that time on, GRAPE DISCOVERIES will cease to have any liability to the Client.

14. Health and physical condition

The Client must be in good health and physically fit to participate in the tours on offer. Some of the tours involve walking, with some physical demands, and the Client must consider his physical capacity to participate in these prior to booking. Clients should refrain from booking a tour whenever their doctor advises against this type of activity. GRAPE DISCOVERIES reserves the right to refuse participants who, at the time of booking, do not provide relevant details of any medical condition, disability or illness which may affect their capacity to participate in the contracted tour in some way.

15. Medical requirements

Travellers are entirely responsible for ensuring that they are aware of and comply with the vaccination requirements and health precautions prior to beginning their tour. **European Union citizens must be holders of the European Health Insurance Card.** Travellers are entirely responsible for

ensuring they comply with any medical indications relating to the tour and that they bring with them any medication they need or may need. In the event of illness during the tour, GRAPE DISCOVERIES will use its best efforts to obtain appropriate medical care and, if necessary, inform the respective insurance companies. Similarly, the Client shall endeavour to timely communicate the contact details of his next of kin so they can be contacted in the event of an emergency. In the event that the Client is unable to finish the tour, GRAPE DISCOVERIES will use its best efforts to ensure the Client has assistance until the departure or arrival point. All costs borne by GRAPE DISCOVERIES in providing the assistance which proves necessary, in particular transportation and telephone calls, must be reimbursed. In such cases, a suitable receipt will be issued which can be presented to the Clients' insurance companies.

16. In the event of an emergency

Clients are informed that in the event of an emergency, the following emergency services can be contacted:

SOS	-	National	Emergency	Number
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POISONING	_____			
808 250 143				

NATIONAL NUMBER FOR SOCIAL EMERGENCIES The Social Security and Solidarity Institute	_____	144		
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HEALTH 24 – Triage, General Health Information and Public Health Advice	_____	808 242 424		
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APAV the Portuguese Association for Victim Support	_____	707 200 077		
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17. Personal data

Personal data provided by Clients will be stored and used only

for GRAPE DISCOVERIES' promotion and marketing activities. Clients' personal data will be given to suppliers to the extent that this is necessary to comply with requests from those Clients, for example for dietary or religious reasons, or to the authorities to the extent this is necessary in order to comply with legal obligations.

18. Insurance Company

Pursuant to the legislation in force, GRAPE DISCOVERIES' liability is covered by civil liability insurance with Companhia de Seguros Allianz, S.A. with policy number 1004347550 in the amount of € 75,000.00. Clients are further informed the latter has contributed to the Travel and Tourism Guarantee Fund (FGVT – DL 61/2011, of 6 May, with the wording given to it by DL 199/2012, of 24 August).

19. Legislation and jurisdiction

The law applicable to all disputes arising from the interpretation or performance of these Booking Conditions and from the contract shall be Portuguese Law, in particular the provisions of Decree-Law N° 61/2011 of 6 May and other legislation, and the jurisdiction will be that of the Portuguese Courts.

20. Amendments to the Booking Conditions

GRAPE DISCOVERIES reserves the right to amend these Booking Conditions at any time, and whenever this proves necessary, and shall inform the Client of such fact prior to any booking. Such amendment will not affect any bookings already made, however.

The Client declares that he has read and understood these Conditions, and that all clarifications requested were provided and he accepts these Conditions.