

TERMS & CONDITIONS

Episode - Travel with Art

We are Carvalho & D'Intino, Lda, a limited company in Portugal (Company number 508 138 515, Tourism licence number 1462/2007), whose registered office is at Rua da Quintinha, 27 R/C, 1200-336 Lisboa ('we', 'us', 'our')

Carvalho & D'Intino, Lda owns and operates under the brand name of Episode - Travel with Art ("Episode - Travel with Art").

We are specialist travel organisers. Our business operates in Portugal and is mainly a Management Destination Company. Our services are as advertised.

APPLICATION OF THESE TERMS AND CONDITIONS

These terms and conditions, together with any further terms and conditions notified to you by us, prior to your entering into a contract with us (without limitation, including any in our brochure or on our website, which are relevant to your booking). Our Terms and Conditions and any other terms which we both otherwise agree will be binding on us, both once a contract is made between us.

A contract will exist between us once you have made your booking with us and paid any deposit (or such other fee as may be appropriate, for example where you are making a 'late booking') and we have issued you with our booking confirmation.

You should read these terms and conditions carefully.

You should note in particular the content of paragraph '5. Our liability to you' which contains certain limitations and exclusions.

If any part of Our Terms and Conditions is found to be invalid or unenforceable, then the remainder of them will not be affected and will remain valid and enforceable.

PORTUGUESE LAW

Any dispute arising over our contract will be dealt with under Portuguese jurisdiction and Portuguese law.

BROCHURE AND WEBSITE CONTENT

We make every effort to ensure the accuracy of the information contained in our brochures and on our website. However, content is subject to change from time to time, often due to the actions of our suppliers (eg. hotels, tour companies, car hire companies). We will endeavour to notify you of any change known to us affecting your holiday prior to issuing you with our booking confirmation.

We do not generally use linking or framing. We are not responsible for the content, policies and services of any sites linked to or accessible via our website.

PACKAGES

A 'package' is a pre-arranged combination of at least two of the following booked by you through us at an inclusive price where the combination lasts for a period of more than 24 hours or involves overnight accommodation - (a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and being a significant part of the booking.

Where the arrangements which you make with us for your holiday do not amount to a 'package' (as defined above) we act as booking agent only.

BOOKING CONDITIONS

All holidays are subject to availability.

When you make a booking with us you are making an offer to us to buy some of our advertised services. Once the contract is made between us, we will perform our obligations to you in accordance with Our Terms.

All bookings must be made by a person aged eighteen years or over. Where your booking is for more than one person they should be of the same family, the first-named person in the booking form should be the family lead name for your booking. The family lead name will be responsible for making all payments due to us in accordance with our contract. Other than that a booking form should be made for

each room required.

We will treat completion and submission by you of our booking form as confirmation that you have read, understood and accepted all Our Terms and Conditions.

It is important that you accurately complete our booking form as all documents; notices and other information relating to your holiday will be sent to this address. It is your responsibility to ensure that the details, which you supply to us, are correct.

1. Payment

You will be notified at the time of booking the price of your holiday. You will be required at the time of booking to pay us a deposit of 15% holiday of full holiday price.

Unless you are making a late booking, the balance owing must be paid to us no later than 45 days before your date of departure. If we do not receive the balance by this time, then we will treat the booking as cancelled by you, and you will be liable to pay our cancellation charges. (see paragraph 3.2)

We accept bank transfer, credit or debit card. However, due to the fee levied on us by the card companies, a 2% charge will be made on credit card payments.

If you make a late booking and it is necessary to issue your documents on departure or send them to you by special delivery, there will be an administration charge payable by you of €15 per booking. An administration charge also applies to any changes carried out by us at your request (see paragraph 3.1).

2. Prices

The prices quoted in our brochure, on our website or in our publicity and promotions are correct at the time of publication. In the event of any change in our prices to those stated we will notify you prior to accepting your booking. All our prices are quoted in Euros.

- a) We guarantee the price of your holiday stated in our booking confirmation. We may however pass on to you certain additional charges resulting from increased transportation costs (including the cost of fuel) or fluctuations in the exchange rate. We will not pass on any such charges occurring within 20 days of your scheduled date of departure. The price payable by you for your holiday and what this price includes will be confirmed to you by us at the time of booking and set out in our booking confirmation.

b) Our holiday price does not include:

- Air travel tickets
- Security charges introduced or increased after you have booked which affect transportation costs.
- Holiday insurance.
- Beverages not included in the meals
- Meals not shown in the price panel for each tour
- Items of personal expenditure or hotel extras (e.g. telephone calls, laundry, etc).
- Gratuities to guides and drivers
- Travel insurance
- Visa fees where applicable

c) Group bookings and discounts

Some bookings or prices are dependent on the number of participants or occupants and if this applies to your holiday, arrangements we will notify you at the time of booking.

We reserve the right to make further charges where numbers fall below those required to qualify for the discount offered or price otherwise appropriate. We also reserve the right to cancel such a booking in the event that numbers fall below the required number at any time up to 20 days prior to your due date of departure.

3. Changes or cancellation by you

3.1. Changes

a) Transfers

When any member of your party is prevented from travelling for any reason (including death, illness or jury service), we may transfer your booking to any other person satisfying all requirements relating to your holiday, whenever receiving notification from you detailing this transfer in writing up to 7 days prior to the respective date of departure, except where this transfer is not possible due to prevailing transport company terms and conditions.

b) Other changes

If you wish to make any other change to your booking at any time after our booking confirmation has been issued, we will try but cannot promise to meet your request. We require your authority in

writing before we can make any change. In the event that any change is requested in relation to a group booking we require the authority in writing of the lead name before we can make the change.

c) Treatment of changes by our supplier

Some of our suppliers, particularly hotels, transportation or some planned activities, do not permit us to change dates or size of the group and impose full cancellation charges. We will pass these on to you, where applicable.

3.2. Cancellations

If you wish to cancel your booking or any part of it relating to any person (in the case of a group booking), we will require your authority in writing.

Our cancellation charges will apply (see the table 'cancellation charges' below). These are calculated with reference to the date on which we receive your authority in writing.

We incur costs from the time you make your booking and you agree that if you cancel your booking you will compensate us for our losses and expenses, as per the table below. Our cancellation charges increase the nearer the cancellation is made to your departure date as we may not be able to resell your holiday without making significant price reductions or at all.

We strongly recommend that you take out insurance cover.

3.2.1 Cancellation charges

Number of days left before your due date of departure when your authority in writing is received by us	Cancellation charge (expressed as a percentage of the total holiday price)
45 days or more	10%
44 - 30 days	15% + Expenses with your accommodation booking
29 - 15 days	15% + Expenses with your accommodation booking + expenses with the Tour Leader
14 days or less	15% + Expenses with Accommodation booking + expenses with Tour Leader + expenses with transportation

4. If we have to change or cancel your holiday

We will do our utmost to deliver the holiday, which we are contracted to provide to you.

a) Minimum of participants

Episode Travel with Art will endeavour to operate all tour as advertised. There are two sizes of groups, 8 to 15 and 16 to 22, each correspond to a different price. Should the minimum number not be reached, the tour is liable to be cancelled and everyone booked will be advised no later than 45 days prior before the departure date. All amounts paid will be to us will be refunded.

b) Other changes or cancellation reasons prior to your due departure date

Our obligation to you depends on whether the changes are considered 'minor' or 'major'.

A major change is one, which results in a significant alteration to the essential terms of the contract between us.

If we have to make a major change we will notify you as soon as possible and you will have one of the following options: to agree the changes and accept their impact (including any on price); to transfer to another holiday offered by us (subject to availability) of equivalent or superior price accepting to pay the difference in price different; to transfer to another holiday offered by us (subject to availability) of lower price and receiving a refund for any price difference; to cancel your holiday and receiving a refund of all monies paid by you to us (including all deposits and administration charges).

A minor change is any other change that does not fall within the scope of a major change. We are committed to informing you about any minor changes just as soon as is reasonably possible and prior to your due departure date. While not obliged to compensate you for any 'minor' changes made, we hereby undertake to provide appropriate solutions and equivalent services.

c) Circumstances beyond our control

We will not pay compensation or accept any liability where any change is due to circumstances outside of our reasonable control, including (without limitation) any strikes, lock-outs, or other industrial action, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule regulation or direction, impossibility of the use of any means of public or private transport or any action of any government or regulatory body, accident, break-down of plant and machinery, fire, flood or storm, other adverse weather conditions (including heavy rainfall, hail, snow, fog or frost) affecting any airport, port or any

other transport link, embarkation or disembarkation point and their operation, flight delays, other matters affecting air traffic control (including failure of equipment, systems and software), siege, acts of terrorism, police or security alerts or precautionary measures taken.

5. Our liability to you during your holiday

5.1 Package

- a) We accept responsibility for ensuring that the holiday arrangements you book with us are supplied as described in our brochure or on our website. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where they have acted outside our authority or instructions;
- b) If you feel that any part of your holiday arrangements is not provided as promised, you should notify our tour leader or us as soon as possible. You must provide us with details in writing not more than 7 days;
- c) Where we have failed to provide you with a significant proportion of the services which you have contracted with us to provide, if you are still on holiday with us, we will (where possible and appropriate to the circumstances), endeavour to organise suitable alternative arrangements at no extra cost to you and may pay you an amount in compensation. Where we have failed to provide you with a significant proportion of the services which you have contracted with us to provide and suitable alternative arrangements are not available or are unacceptable to you then (where appropriate) we will make arrangements for you to return to your place of departure at no extra cost to you;
- d) In all other cases (i.e.: where we have not failed to provide you with a significant proportion of the services which you have contracted with us to provide) our obligation following your notification to us is to investigate matters and (where appropriate) make prompt efforts to find appropriate solutions;
- e) Our agency has full civil liability insurance cover;
- f) We do not accept responsibility for the acts and/or omissions of any third parties with whom you may have made any bookings or arrangements direct;
- g) None of the provisions of this paragraph 5(a) shall have the affect of excluding or limiting our liability in respect of any personal injury or death of you or any member of your party during your holiday directly resulting from our own acts or omissions or the negligent acts or omissions of our employees, agents or suppliers whilst acting within our authority or instructions. We do not accept any responsibility for death, injury or illness caused by any act or omission of any

third parties acting outside of our authority, instructions or control or with whom you may have made any bookings or arrangements;

- h) We are not liable to you where our failure or improper performance of any of our obligations to you is due to: · any fault or failure of you or of any member of your party; · any fault or failure of any third party unconnected with us and the provision of the services for which you have contracted with us to provide which are unforeseeable or unavoidable; or · circumstances beyond our or beyond our suppliers' reasonable control (which circumstances are without limitation described in paragraph 4(c) although we will endeavour following notification to us to provide you with our prompt assistance where our failure or improper performance results from circumstances not due to any fault or failure of you or any member of your party;
- i) You should note that the acceptance of liability on our part is subject in all cases to set off or reduction of the amount of any claim made against us to take into account any amount paid to you or any member of your party at any time arising from the same cause or circumstances by any of our suppliers or pursuant to a policy of insurance;
- j) Our suppliers and our local representatives are instructed not to act as our agents in booking any alternative activities other than those approved and offered by us. Any assistance they may offer at your request in relation to such activities does not imply they have acted as our agent or with our authority or approval. We are not responsible for such activities and have no liability to you in respect of any of them.

5.2 Other holiday arrangements

We act only as booking agent in respect of other holiday arrangements made with us and therefore we have no liability to you whatsoever for any such arrangements. All liability to you will rest with the relevant service provider and in the event of any matter arising you should contact them directly. In the event that you are unable to contact the relevant service provider directly please contact us and we will try to assist you in whatever way we can.

5.3 Special requirements

If you have any special requirements (dietary or otherwise) you must inform us of these at the time of booking so that we can pass these onto our suppliers. We cannot guarantee that your requirements will be met however and we are not liable to you in the event that your wishes are not met.

6. Your responsibility

- a) It is your responsibility to ensure that you and all travelling with you have valid passports and appropriate visas. Women 28 weeks or more into pregnancy at the time of return travel must have a doctor's certificate confirming that they are fit to travel (note suppliers normally require certification at 32 weeks). We are not liable for any costs, delays or illness resulting from your failure to meet these requirements.
- b) You are responsible for ensuring that any existing medical conditions or disabilities which may require assistance are declared to us before you book your holiday or, if newly diagnosed, before your due date of departure so that we can pass these details on to our suppliers in good time. We are not in any circumstances liable if any carrier refuses to accept you or any member of your party as a passenger as a result of any medical condition or disability.
- c) You are responsible for your behaviour and that of your party. We and our suppliers reserve the right to refuse your booking or the right to board or the right to travel and to remove you and/or any member of your party from any transport, accommodation or any part of holiday if you or any member of your party is drunk or under the influence of drink or drugs, if you are or we reasonably believe that you are in unlawful possession of drugs, are behaving violently, disruptively, dangerously or irresponsibly or in any manner whatsoever which presents a risk to others or is causing a nuisance or annoyance to others. No refund will be given or compensation paid and no costs or expenses for which you become liable or which are incurred by you will be made by us or be recoverable by you from us in such circumstances. You may also become the subject matter of police inquiry or security measures or investigation and liable in the event that any offence is committed to criminal prosecution and penalties in Portugal.