



SINCE 2007

TERRA PEDESTRE TURISMO DA NATUREZA LDA.

TOUR OPERATOR

RNAVTV: 8604

RNAAT: 41 / 2008

GENERAL CONDITIONS

PORTUGAL



www.terrapedestre.pt



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GENERAL CONDITIONS

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This information is binding on the agency unless one of the following conditions is met:

The program expressly allows for it;

Changes to the program are deemed insignificant;

The traveler is informed of the change through a durable medium;

These General Conditions adhere to the provisions of the current legislation.

The General Conditions, pertaining to an Organized Trip, Mixed Travel Service, or other activities, will be provided to the client at the time of booking, summarizing the travel contract that binds the parties.

The present general conditions comply with the Decree- Law n.º 17/2018 from 08th of March.

1. ORGANISATIONAL STRUCTURE

1.1. The activities/tours/trips are organised by TERRA PEDESTRE TURISMO DA NATUREZA LDA. legal person and registration number 508 405 009, with head office at Rua das Alminhas n.º 48 - 1.º - Travassos, 4830-776 Póvoa de Lanhoso, Braga, Portugal, registered RNAVT 8604 and RNAAT 41/2008, telephone (+351) 964 885 895, email: info@terrapedestre.pt.

2. REGISTRATIONS

- 2.1. Reservation requests can be made through email (info@terrapedestre.pt), subject to the condition of payment of the deposit via bank transfer within the following 24 hours.
- 2.2. At the time of registration, the client will make the required payment. If the registration takes place 30 days or less from the start date of the service, the total price of the service must be paid at the time of registration.
- 2.3. Registration will be considered accepted upon the submission of the requested documentation, via mail, email, or another specified method, to request and accept our services, along with the payment of 20% to 35% of the total price of the activity/tour/trip."



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2.4. A TERRA PEDESTRE reserves the right to consider an inscription/reservation as canceled if no payment has been made under the specified conditions.

2.5. Registrations are not accepted on-site where the activity/tour/trip begins, except under exceptional circumstances.

2.6. By registering, the customer:

- Agrees to be informed of and to accept both these general conditions of participation and the specific conditions set out in the programme in which they are enrolled.
- Commits to being in suitable health conditions for the activity/tour/trip they are registering for and accepts the possibility of assuming all risks inherent to the nature of the activity/tour/trip;
- Acknowledges awareness of the physical, cultural, and psychological demands involved in these activities/tours/trips and accepts them, including the possibility that they may lead to unforeseen events.

2.7. TERRA PEDESTRE reserves the right to cancel any registration for which payment has not been made under the aforementioned conditions.

2.8. All reservations are always subject to confirmation by suppliers and partners of all necessary services."

3. INFORMATION ACORDING TO THE LAW N.º 144/2015 FROM 8TH OF SEPTEMBER

3.1. In accordance with Law No. 144/2015 of 8 September, as currently worded, we would like to inform you that the traveller may have recourse to the following alternative dispute resolution bodies: Customer Service Provider for Travel and Tourism Agencies in www.provedorapavt.com;

3.2. Portuguese Tourism Arbitration Commission in www.turismodeportugal.pt;

4. COMPLAINTS

4.1. Any non-compliance in the execution of a travel service included in the organized travel contract must be communicated to the organizing travel agency or retailer in writing or through another appropriate means as soon as such non-compliance occurs, that is, without undue delay.

4.2. The entitlement to file claims for a price reduction or compensation due to non-conformity of the travel services included in the package expires after 2 years.





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25. LUGGAGE

5.1. The agency is responsible for luggage under the legal terms when coordinating the service;

5.2. The Customer is obliged to complain to the entity providing the services (Airlines, Transport Companies in general and others) at the time of deterioration or destruction of baggage.

5.3. In the event of damage to baggage in international transport, the claim must be made in writing to the carrier as soon as the damage is noticed and no later than 7 days after delivery of the baggage. In the case of a simple delay in the delivery of luggage, the claim must be made within 21 days of the date of delivery.

5.4. The submission of such a complaint will be a crucial factor in initiating the agency's liability towards the service-providing entity..

6. COMMITMENTS

6.1. The agency's liability will be limited to the maximum amount payable to service providers under the Montreal Convention of 28 May 1999 on International Carriage by Air and the Berne Convention of 1961 on Carriage by Rail.

6.2. With regard to maritime transport, the liability of travel agencies towards their clients for the provision of transport services or, where applicable, accommodation by maritime transport companies, in the event of damage caused by them intentionally or through negligence, shall be limited to the following amounts:

- a) 441,436 € in the event of death or personal injury
- b) 7,881 € in the event of total or partial loss of or damage to luggage;
- c) 31,424 € for the loss of a motor vehicle, including the luggage contained therein;
- d) 10,375 € for the loss of luggage, whether or not contained in a motor vehicle;
- e) € 1,097 for damage to luggage resulting from damage to the motor vehicle.



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6.3. Where applicable, the liability of travel and tourism agencies for the deterioration, destruction and loss of luggage or other items in tourist accommodation establishments during the traveller's stay is limited to

a) €1,397 in total

b) €449 per item;

c) the value declared by the Traveller in respect of the items left in the custody of the tourist accommodation establishment.

6.4. The Agency's liability for personal injury is contractually limited to an amount equal to three times the price of the service sold.

7. FEES FOR BOOKINGS AND CHANGES

7.1. Each booking will be charged according to the information provided by the travel agent at the time of booking. Any modifications (names, dates, type of apartment or room, travel or other services) will be charged according to the information provided by the travel agent at the time of booking.

7.2 Acceptance of such changes is always subject to supplier and partner acceptance.

8. DOCUMENTATION

8.1. The travellers must have their personal or family documents in good order (ID card, passport, military documentation, authorisation for minors, visas, vaccination certificates and any other documentation that may be required). The agency IS NOT responsible for refusing visas, or not allowing the traveller to enter a foreign country, and the traveller is responsible for any costs arising from this situation.

8.2. Travelling in the European Union; Travellers (regardless of age) travelling within the European Union must be in possession of the appropriate identity document (passport, identity card, citizen's card, etc.); in order to receive medical assistance, they must be in possession of the appropriate European Health Insurance Card;

8.3. Non-EU nationals should contact the embassies/consulates of their countries of origin for specific information on the documentation required to travel;





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8.4. Travelling outside the European Union: Travellers (regardless of age) travelling outside the European Union must be in possession of the appropriate identity document (passport) and a visa if required (obtain this information from the agency at the time of booking); non-EU nationals should consult the embassies/consulates of their countries of origin for specific information on travel documentation requirements.

9. MODIFICATIONS REQUESTED BY TRAVELLERS

9.1. If the suppliers of the trip in question allow it, when a customer signed up for a particular trip wishes to change to another activity/tour/trip, or to the same trip with a different departure date, or any other possible change, the customer must pay the requested fee to TERRA PEDESTRE as change costs.

9.2. However, when the change takes place with 30 days or less in advance of the travel departure date for which the customer is registered, or if the service providers do not accept the alteration, the Customer is subject to the expenses and charges outlined in the "Termination of Contract by the Traveler" clause.

9.3 If, after the start of the trip, a change in the contracted services is requested for reasons beyond the Agency's control (e.g. extra nights, flight changes), the prices of the tourist services may not correspond to those published in the brochure that gave rise to the contract.

10. ASSIGNMENT OF REGISTRATION (CONTRACTUAL POSITION)

10.1. The client may transfer his position, replacing himself with another person who fulfils all the conditions required for the package, provided that he informs the agency in writing at least seven consecutive days before the scheduled departure date, assuming all the inherent costs.

10.2. The assignor and assignee shall be jointly and severally liable for payment of the outstanding balance and any fees, charges or additional costs arising from the assignment, as duly notified and proven by the travel and tourism agency.



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11. CHANGES TO BE MADE BY THE AGENCY

11.1 Whenever, prior to the start of the activity/tour/trip, the travel and tourism agency is obliged to significantly alter any of the main characteristics of the activity/tour/trip services, or is unable to meet the special requirements requested by the Client; or proposes to increase the price of the activity/tour/trip by more than 10%, the traveller may, within 8 (eight) days: a) Accept the proposed change; b) Terminate the contract, without any penalty, and be refunded the sums paid; c) Accept a replacement activity/tour/organised trip proposed by the travel and tourism agency, and be reimbursed in the event of a price difference.

11.2. Failure by the Customer to respond within the time limit set by the Agency shall constitute tacit acceptance of the proposed change.

11.3. One of TERRA PEDESTRE's main aims is to guarantee the safety and quality of the programmes presented.

11.4. TERRA PEDESTRE reserves the right to change the time, place and structure of activities/tours when weather or other conditions beyond the agency's control require it.

12. CANCELLATION 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 activity/tour/trip organised if the number of participants reached is less than the minimum. In such cases, the traveller will be informed in writing of the cancellation within:

- a) 30 days before the start of the activity/tour/organised trip, in the case of the activity/tour/trip lasting more than six days;
- b) 15 days before the start of the activity/tour/organised trip, in the case of an activity/tour/trip lasting between two and six days;
- c) 8 days before the start of the activity/tour/organised trip, in the case of an activity/tour/trip lasting less than two days.





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12.2. The travel and tourism agency may also cancel the contract before departure if it is prevented from fulfilling the contract by circumstances such as bad weather, unexpected global events, accident or illness risks, pandemics and other exceptional occurrences.

12.3. The cancellation of the travel contract by the agency under the above terms only entitles the client to a full refund of payments, and any eventual booking fees will not be refunded..

13. PRICE CHANGES

13.1. The prices in the programmes are based on the cost of the services and exchange rates in force at the time the programmes are drawn up and are therefore subject to change (increase or decrease) up to 30 days before the date of the activity/tour/excursion due to, inter alia, variations in transport or fuel costs, taxes, charges and exchange rate fluctuations.

13.2. The provisions of "CHANGES TO BE MADE BY THE AGENCY" will apply if the increase in question exceeds 10% of the total price of the package.

13.3. In the event of a price reduction, the travel and tourism agency reserves the right to deduct it from the refund to be made to the customer, at the latter's request.

14. REFUNDS

14.1. Once the activity/tour/trip has begun, no refund is due for services not used by the client for reasons of force majeure or for reasons attributable to the client, unless reimbursed by the respective suppliers.

Failure to provide the services provided for in the travel programme for reasons attributable to the organising agency, and if it is not possible to replace them with equivalent ones, entitles the client to a refund of the difference between the price of the services provided and those actually provided; if the services are replaced, the client will not be entitled to any refund.



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14.2. Any request for a refund must always be made via an e-mail address.

14.3. Os reembolsos por cancelamentos, poderão estar sujeitos a custos, para o Cliente. Os custos por pessoa são:

- a) Comunicação via e-mail, até 90 dias antes do início da viagem – Iremos devolver 75% do custo total;
- b) Comunicação via e-mail, até 60 dias antes do início da viagem – Iremos devolver 50% do custo total;
- c) Comunicação via e-mail, até 30 dias antes do início da viagem – Iremos devolver 25% do custo total;
- d) A menos 30 dias antes do início da viagem – Não dará direito a nenhum reembolso.

14.4. Refunds for cancellations may be subject to costs for the Client. The costs per person are:

- a) Communication via e-mail, up to 90 days before the start of the trip - We will refund 75% of the total cost;
- b) Communication via e-mail, up to 60 days before the start of the trip - We will refund 50% of the total cost;
- c) Communication via e-mail, up to 30 days before the start of the trip - We will refund 25% of the total cost;
- d) Less than 30 days before the start of the trip - No refund will be given.

14.5. Other possible refund situations will have to be the subject of a case-by-case analysis.

15. CANCELLATION OF THE CONTRACT BY THE CUSTOMER

15.1. The client is free to cancel at any time before travelling.

15.2. Such cancellation implies that the Customer is responsible for paying all charges.

15.3 The Customer will only be reimbursed if a case of force majeure is justified. In this situation, the refund will be made, less the cancellation fee, within a maximum of 14 days of cancellation of the travel contract.

15.4. The customer also has the right to cancel the travel contract before the start of the travel without paying any cancellation fee if there are unavoidable and exceptional circumstances at the destination or in its immediate vicinity which significantly affect the completion of the travel or the transport of passengers to the destination. Cancellation of the contract in this situation will only entitle the traveller to a full refund of the sums already paid.



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16. RESPONSABILITY

16.1. The travel and tourism agency is responsible for the correct execution of all the travel services included in the travel contract.

16.2. In the case of organised trips, travel and tourism agencies are liable to Customers, even if the services have to be carried out by third parties and without prejudice to the right of recourse, under the applicable general terms.

16.3. Organising 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 have not been suggested by the Client.

16.5. The travel and tourism agency that acts as an intermediary in sales or bookings of single activity/tour/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 that acts as an intermediary in sales or bookings of single activity/tour/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.

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

16.8. The travel agency is only responsible for the services it has sold.

17. ASSISTANCE

17.1. In the event of difficulties on the part of the Customer, or when for reasons not attributable to the Customer, the Customer is unable to complete the organised trip, the travel and tourism agency will provide the following assistance:

- a) Provision of adequate information on health services, local authorities and consular assistance;
- b) Assisting the Customer in making long-distance communications and finding solutions.



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17.2. If the difficulty on which the request for assistance is based has been caused by the Customer deliberately or through negligence, the travel 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 client is unable to return, the organising travel and tourism agency shall be responsible for providing the necessary accommodation, if possible in the same category, for a maximum of three nights per traveller. The retail travel and tourism agency shall be jointly and severally liable for the obligation in question, without prejudice to the right of recourse in accordance with the general terms and conditions in force.

17.4. The above cost limit does not apply to persons with reduced mobility or their companions, pregnant women and unaccompanied children, or persons with special medical needs, provided that the travel and tourism agency is notified of these special needs at least 15 days before the start of the package.

18. INSOLVENCY

18.1. In the event of the insolvency of the travel and tourism agency, the client may have recourse to the Travel and Tourism Guarantee Fund, by contacting Turismo de Portugal I.P., the body responsible for activating it: Turismo de Portugal, I.P., Rua Ivone Silva, Lote 6, 1050-124 Lisbon, Tel. P., the entity responsible for its activation: Turismo de Portugal, I.P., Rua Ivone Silva, Lote 6, 1050-124 Lisbon, Tel. 211 140 200 | Fax. 211 140 830 - info@turismodeportugal.pt

19. INSURANCES

19.1 The organising travel agency is responsible for insuring the activity/tour/trip.

19.2 The responsibility of the travel agency organizing this programme and arising from the obligations assumed, is guaranteed by civil liability insurance in the amount of 75,000 euros, under the terms of the legislation in force.

19.3. The agency also offers the sale of insurance that can be purchased depending on the trip to guarantee assistance situations and cancellation costs.

19.4. In the event of an accident, TERRA PEDESTRE OR PARTNERS will activate the corresponding insurance, acting as an intermediary between the client and the insurance company.

19.5. If the client does not wish to do so, they must nominate the insurance company and the client will manage the situation directly with the insurance company.





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20. VAT

20.1. The prices mentioned in the programmes reflect the provisions of DL 221/85 of 3 July.

21. EXPIRY DATE

21.1. This document is valid from January 1st to December 31st of 2024.

22. REMARKS

22.1. These general conditions may be supplemented by any other specific conditions duly agreed by the parties.

22.2 The prices of the programmes are based on the average exchange rate of the Euro, so any significant change in this currency may imply a revision of the prices of the activities/tours/trips, under the terms of the "price change" clause.

22.3. Due to the constant changes in fuel prices, the fuel supplement included in the price may be altered under the terms of the "price change" clause.

22.4. The categories of hotels and cruises featured in our programmes follow the quality standards of the host country. They may be changed to similar ones when, for reasons beyond the agency's control, it is not possible to maintain or confirm the existing booking, and the agency is obliged to inform the Client as soon as it becomes aware of this.

23. GENERAL INFORMATIONS ARRIVAL OR DEPARTURE TIMES

23.1. 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 creation of this programme, and may therefore be subject to change. .

23.2. The Client must respect the times stipulated for the start of the activities/tours/trips as well as the intermediate times defined by the leaders who guide the activities/tours/trips..

23.3. Delays may make it impossible to carry out all or part of the activities/tours/trips.





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24. HOTELS / APARTMENTS / BED & BREAKFAST / OTHERS

24.1. If the accommodation is booked in a apartments, it is the Client's responsibility to inform the number of people who will occupy the apartments. If there are more people than booked, the apartments may refuse entry.

24.2. Hotels – The prices shown are per person and are based on double occupancy.

24.3. Not all hotels have triple rooms and an extra bed is usually added, which may not be of the same quality. In rooms with twin beds or a double bed, the triple may only consist of these beds.

24.4. The list of hotels, apartments and others in the programmes is indicative, as is their category with regard to local criteria and classifications, which sometimes differ from those used in the countries of origin.

25. MEALS

25.1. Unless otherwise stated, the prices shown for half board and full board supplements do not include drinks.

25.2. If you arrive at the hotel after 7pm, the first meal served will be breakfast the following day; on the last day, and unless there is a possibility of late check-out, the last meal served at the hotel will be breakfast.

25.3. Our selection of the best restaurants in the places we visit has our guests' complete satisfaction in mind.

25.4. Depending on the type of activity/tour/trip, we choose typical restaurants where we can enjoy the specialities of the region. When the activities/tours/trips take place in isolated regions, we provide a packed lunch.

25.5. If you have any special needs or dietary restrictions, please let us know when you register, e.g. vegetarian food.



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26. CHECK IN AND CHECK OUT TIMES

26.1. Check-in and check-out times on the first and last day will depend on the first and last service. As a rule, rooms can be used from 4pm on the day of arrival and must be vacated by 12pm on the day of departure.

26.2. Apartments are generally checked in at 5pm on the day of arrival and must be vacated by 10am on the day of departure.

27. SEATS ON TRANSPORT

27.1. On journeys made by bus, plane, train or other means, seats may be occupied on a rota basis or permanently for the duration of the activity/tour/trip, this process being guided by the guide/leader or by the transport/trip regulatory system.

28. AUDIO-GUIDES

28.1. Several of our tours and trips, for reasons of quality of visit, will include audio guides. Audio guides will be given to each client and collected at the end of the activity/tour/trip. Their use is optional and the responsibility of each user

28.2. In the event of loss, misplacement or damage, the client will be charged the cost of the audio-guide - €150 per unit.

29. SPECIAL CONDITIONS FOR CHILDREN

29.1. Given the diversity of conditions applied to children (destination and supplier) it is always recommended to ask about any special conditions that may apply to the activities/tours/trips in question.

30. DEGREE OF DIFFICULTY

30.1. Most of our activities/tours/trips are accessible to everyone, regardless of age group, as long as they are healthy and exercise regularly.

30.2 We categorise our difficulty levels as easy, medium and difficult.





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30.3. The difficulty levels were defined taking into account:

Complexity of activities/tours/trips, physical demands, psychological requirements, uphill and downhill gradients, terrain slope, terrain conditions, technical difficulty of the route, distance traveled on foot or by transport, altitude, assistance limitations, natural obstacles, among others.

31. LEGAL FEES AND TAXES

31.1. By legal requirement, it is mandatory that the respective fees be included in the final price of the program. However, the respective fees are subject to legal changes up to 20 days before the trip. For this reason, the final amount may be subject to slight changes.

31.2. Service reservation and expenses fee: For each acquisition (Flights, Trains, Boats, and others): €25.00 per acquisition;

31.3. Change Expenses Fee: For each change (names, dates, type of apartment or room, travel, etc.): €25.00;

31.4. We emphasize that changes depend on the acceptance of the respective partners and suppliers.

31.5. Purchase fee for tickets and services for activities/tours/trips, per group member, €1.50;

31.6. Extra services may be subject to legal fees and taxes.

32. REMARKS

32.1. These general conditions may be supplemented by any other rules, provided they are duly agreed upon by both parties.

32. USE OF IMAGES

32.1. The images of clients taken by TERRA PEDESTRE members and their partners during activities/trips/trips may be used by them, free of charge to the client, for the illustration of promotional and advertising material for the company, such as catalogues, slides, videos, Internet, among others.

32.2. If not authorised, please inform us by email for our services.



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33. DON'T FORGET

33.1. Our activities/tours/trips always have a spirit of good relations with the environment, so our activities/tours/trips are dedicated to people who love adventure, nature, art and culture and always expect unforeseen events.

33.2. It is advisable to carefully inform yourself about the conditions of our offers before making your selection, to ensure that your physical and psychological level fits in with our activities/tours/trips.

33.3. Our itineraries are subject to change due to unforeseeable circumstances, including changes in the environment and adverse weather.

33.4. Clients in these situations should understand and take a positive approach, never forgetting that these attitudes are always for the safety of the people involved.

33.5 Please note that each activity/tour/trip may have its own regulations.

33.6. These general conditions are subject to change without prior notice.

