

Batata Doce Companhia

Dr Astrid Blum Company Number PT268362530

Terms and Conditions

The following booking conditions form the basis of your contract with Batata Doce Companhia ("we", "us" and "our"). "You/Your" means the person making the booking and the group they represent whether that is, without limitation, a tour operator or agency, a government agency, university, company, club, society or a group of individuals with no formal affiliation. If you are making the booking on behalf of an organisation, you warrant that you have the appropriate authority to accept these terms and bind the organisation. Where there is no formal affiliation, the person making the booking will be jointly and severally liable along with the actual guest for the booking. It is the duty of the person making the booking to ensure that these terms are brought to the attention of staying guests. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions only apply to the accommodation or catering arrangements which you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "trip", "booking", "contract" or "arrangements" mean such accommodation or catering arrangements unless otherwise stated. References to "departure" mean the start date of these arrangements.

Booking your catering and accommodation arrangements and payment details

1. To make a booking please contact us by email.

Where we have already confirmed the availability of your chosen arrangements and you book within any applicable time limit for doing so, your booking will be treated as firm and a contract between us will come into existence as soon as we receive your confirmation and reservation via email. The contract exists at the time that the trip leader (or responsible organiser), whether or not through the travel agent acting for him, receives written confirmation of the booked trip from us. We will then send you a receipt for all payments made and our invoice. Where we have not confirmed availability, your booking will be treated as firm and a contract between us will come into existence when we despatch our invoice to you. Please check your invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the invoice or any other document appears to be incorrect or incomplete.

2. A minimum deposit of 50% of the payment must be made by a minimum of 3 months prior to departure unless other arrangements are agreed by all parties involved. In any case the full balance must be received by us by six weeks prior to departure. Bookings made within six weeks require immediate full payment (unless other arrangements are agreed by all parties involved).

If, for any reason, the balance (including any surcharge where applicable) is not received by the due date, we reserve the right to treat the booking as cancelled by you. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in paragraph 6 depending on the date we reasonably treat your booking as cancelled.

3. The price quoted for any catering arrangement covers the cost of the organisation and carrying out of the catering, including food and all non-alcoholic drinks. Alcoholic drinks are not included.

We reserve the right to make changes to and correct errors in quoted prices at any time before your arrangement is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Once the price of your chosen accommodation and catering arrangement has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the event of any change in in dues, taxes or fees or in the exchange rates which have been used to calculate the cost of your arrangement.

A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause. Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your arrangement will we levy a surcharge. If any surcharge is greater than 10% of the cost of your arrangement, you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us or alternatively purchase another arrangement from us as referred to in paragraph 10.

Where applicable, you have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (2) or (3) as set out in paragraph 10 below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the arrangement or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your arrangement as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. We promise not to levy a surcharge within 30 days of departure and no refund will be payable during this period either.

4. Health: Except as disclosed in your medical questionnaire, individual participants are taken to confirm with their group leader and the caterers any dietary restrictions and allergies. If you are unable to give this confirmation for any reason or have any declared medical condition or disability which may affect the catering, you must contact us before you book the arrangement so that we can assist you in considering the suitability of the arrangement for you.

If any information given in the medical questionnaire is shown to be materially incorrect or incomplete, we reserve the right to cancel your booking or terminate participation of individual group members in the accommodation and catering arrangement, depending on when we become aware of the true position. In this situation, cancellation charges as set out in paragraph 6 will apply and we will not be responsible for any costs or expenses incurred as a result.

5. Special requests: Please advise us of any special requests prior to making your booking. Where possible, we will endeavour to meet or arrange for our suppliers to meet any such request.

Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

Cancellations and changes

6. Cancellation of bookings must be notified to us by letter or email as soon as possible by the person who made the booking. Your notice of cancellation will only be effective when it is received in writing by us. Except as set out in paragraph 7 below, the following cancellation charges will be payable:

Period before departure within which written notification of cancellation is received by us	Cancellation charge (% of total cost)
16 weeks or more	-
16 - 12 weeks	50%
12 weeks to date of departure or later	100%

7. Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. Where a part cancellation of a booking affects the basis on which the price was calculated, we will recalculate and re-invoice you accordingly.

8. You may transfer your booking to someone else (introduced by you) if you are prevented from travelling, providing we are notified not less than 3 weeks before departure and subject to practicality of changing certain bookings made in your name. All costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result must be paid before the transfer can be effected. Any overdue balance payment must also be received.

9. Changes to your confirmed accommodation or catering arrangement can be considered depending on practicalities and availabilities, but there might be a cost associated with these changes. We do not charge an amendment fee for doing so and will only pass on any extra costs involved in providing additional or alternative services which are incurred or imposed by any of our suppliers. Changes may result in the recalculation of the price where, for example, the basis on which the price of the original accommodation or catering arrangement was calculated has changed.

10. Changes and cancellation by us: As referred to above, we may have to make changes to and correct errors in advertised and confirmed details and also cancel confirmed bookings which we must reserve the right to do. Please note, our accommodation or catering arrangement may require a minimum number of participants to enable us to operate them. If the minimum number of group members required for a particular trip has not been received, we are entitled to cancel it.

Most changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before departure which we can reasonably be expected to have a major effect on your accommodation or catering arrangement. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

(for significant changes) accepting the changed arrangements; or

purchasing an alternative accommodation or catering arrangement from us, of a similar standard to that originally booked if available.

We will offer you at least one alternative of equivalent or higher standard for which you will not be asked to pay any more than the price of the original arrangement. If this arrangement is in fact cheaper than the original one, we will refund the price difference or

cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel we will, where appropriate, pay you the reasonable compensation depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one.

11. Our Liability to you

We promise to make sure that the accommodation or catering arrangements we have agreed to provide as part of our contract with you are provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, your contracted accommodation or catering arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees or suppliers to use reasonable skill and care in providing your contracted accommodation or catering arrangement.

Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for suppliers).

We will not be responsible for any injury, illness, death, loss (including loss of possessions and loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

your act(s) and/or omission(s); or

the act(s) and/or omission(s) of a third party not connected with the provision of your trip and which were unforeseeable or unavoidable; or

In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you. All of your catering arrangements are provided by regional companies. These companies are separate legal entities and are not subsidiaries of or otherwise legally connected with us other than as suppliers of services included in your trip. They operate entirely independently of Batata Doce Companhia and have their own terms and conditions.

The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK.

Where we are found liable for damages, the maximum amount we will have to pay you is £200 per person affected unless a lower limitation applies to your claim under this paragraph. You must ensure you have appropriate travel insurance to protect you. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your catering arrangement.

Please note: where a caterer would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the caterer for the claim in question. Copies of the applicable international conventions and regulations are available from us on request.

Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses including self-employed loss of earnings.

12. Complaints. In the unlikely event that you have any reason to complain or experience any problems with your catering arrangement whilst away, you must immediately inform your trip guide and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our trip guide and the supplier as soon as possible. If any complaint or problem is not resolved to your satisfaction by the trip guide or supplier, you must contact us using the contact details we have provided you with during your trip, giving us full details and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt

with quickly. If you remain dissatisfied, however, you must write to us within 14 days of the end of your trip giving your booking reference and full details of your complaint. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause. In the unlikely event you have a complaint which we cannot amicably resolve, you may, as an alternative to bringing a claim in the courts, use the AITO independent resolution scheme. This scheme enables a dispute to be resolved on documents alone with limited liability for costs. Full details are available on request.

Contract law and financial security

13. Your contract: We both agree that Portuguese law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. Please also see clause 21 "Complaints" above with regards to the scheme of Alternative Dispute Resolution that we offer.

14. Our website: The information contained in our website and in our other advertising material is believed correct to the best of our knowledge at the time of publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen accommodation or catering arrangement (including the price) with us at the time of booking.

15. Overseas standards: It is the requirements and standards of the country in which any services which make up your trip are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may often be lower.

16. Quality and service: We adhere to the high values of quality and service that Association of Independent Tour Operators (AITO) promotes and the company follows the AITO Quality Charter which can be viewed at www.aito.com.



Dr Astrid Juliette Blum