



### **Europe Private Tours Terms & Conditions :**

All bookings are subject to availability.

We reserve the right to cancel a tour if the minimum of participants is not sufficient to perform the service.

#### **TOUR SUPPLIERS:**

Many of the services which make up your tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions.

#### **COMPLAINTS:**

For any complaints about failures or other damage caused to you during a tour, please contact us immediately, sending us a written statement including your booking reference, as soon as possible, to [europe.private.tours@mail.com](mailto:europe.private.tours@mail.com).

#### **CANCELLATIONS BY THE CUSTOMER:**

Cancellations are free up to 90 days prior to the tour start.

After this period, a charge of 10% over the paid value will be applied to all cancellations (less than 90 days to the tour start) and the difference will be refunded.

If a booking is cancelled with less than 15 days prior to the tour start, a 100% charge will apply.

**All deposits paid to confirm bookings are nonrefundable.**

#### **CANCELLATIONS BY THE TOUR OPERATOR/PROVIDER/SUPPLIER:**

It is unlikely that we will have to make any changes to your arrangements, but occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel

agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your arrangements. For example, if the minimum number of clients required for a particular excursion is not reached, we may have to cancel it. (Examples of a major change would be a significant change to your itinerary, missing out one or more destination entirely, or where a cruise ship arrives late at the destination where your excursion is to take place and consequently you are unable to join the excursion for all or a significant proportion of it.)

If we have to make a major change or cancel, we will tell you or your travel agent as soon as possible and if there is time to do so before the arrangements are due to commence, we will offer you the choice of:

- i) (for major changes) accepting the changed arrangements
- ii) having a refund of all monies paid or
- iii) accepting an offer of alternative excursion arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative arrangements.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. Very rarely, we may be forced by "force majeure" to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

### **FORCE MAJEURE:**

Except where otherwise expressly stated in these booking conditions we will not be liable to pay you any compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strike, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

### **DEPOSITS:**

Deposits are required to confirm all of our tours.

#### **Deposits are nonrefundable except in the following cases:**

- Cruise ships not docking;
- Sudden illness of the tour guide or accident preventing the tour guide from working;

- Tour guide/tour bus/transportation not showing (without any specific reason);
- Cancellation by the Tour Operator;

### **GUARANTEES FOR CRUISE PASSENGERS:**

None of our customers has ever missed their cruise ship. We are so confident that we will get you back to the ship on time that, in the extremely unlikely event that you miss your ship due to the late arrival of one of our tours, we guarantee that we will arrange and pay for your transportation to the next port of call.

All our tours are fully insured and coverage goes from passenger accidents that may occur during our tours, to inability to return to cruise ports on time.

### **SCHEDULE DETAILS:**

Morning tours generally commence at 8.30 A.M.

Afternoon tours generally commence at 2.00 P.M.

For Private tours and groups of 8 or more we can normally schedule departures to your personal requirements.

We schedule your return to port to ensure you arrive in plenty of time to rejoin your ship - normally 1 hour before the scheduled sailing time.

All tour times are based on **shore time** (local time) not ship time.

### **CHARGEBACK POLICY:**

In compliance with online fraud prevention, Europe Private Tours does not authorize any undue payment chargebacks in accordance with the National Law of Online Commerce and Cyber Crime in Portugal.

Because chargebacks are seen as bad faith acts against a seller/merchant, imposed by consumers who aim to harm sellers' businesses and reputation by forcing a refund of a purchase - often undue - these acts will be punished by means of a legal action through the Judicial Court of Aveiro (Portugal) with the help of the International Police Department (INTERPOL) and offenders may incur in an additional fine of up to twice the amount of their purchase if the abuse is proven.

We understand that our clients have the absolute right to be refunded from their payments ONLY IF we cancel a tour, but because we are trading in foreign markets, with foreign currencies, refunds can take up to one month to be returned to the customer, from the date of the tour cancellation, due to the time the amounts take to arrive back to our online payments processor account based in San Francisco - California, USA.

In the unlikely event a client does not receive his due payment refund due to a tour cancellation from Europe Private Tours within the above specified time frame, then Europe Private Tours will contact the client asking to provide an additional payment method which must be a bank account held in the client's name.

Any disrespect of this time frame to wait for a due refund from Europe Private Tours will originate a dispute in court with all the aggravating factors to the offender who will be charged also with all the related court costs.

**EMERGENCY CONTACTS:**

If, due to any reason you feel you are in a travel emergency or prevented to begin/proceed with your tour, please dial the following phone number immediately:

Cell phone: (+351) 967 846 364 (with WhatSapp).

**(Also available outside of normal operating hours, for travel emergencies).**

