

Essence of Portugal Terms & Conditions

ACCEPTANCE: Payment on your booking constitutes your acceptance of these Terms and Conditions, which are subject to change without notice.

Payments

Due to the upfront commitments arranged for this tour, a non-refundable deposit of \$1000 per person is required to confirm a booking. Payment installation is required on July 17, 2023 and final payment is due August 19, 2023

WE STRONGLY RECOMMEND THE PURCHASE OF TRAVEL INSURANCE,

medical and baggage insurance when making the initial deposit for your tour, in order to give yourself peace of mind and to provide for any unforeseen circumstances. Contact InquisiTours for details at time of booking.

Cancellations by the guest- refunds based on full amount of the tour st	
100+ days prior to departure	Deposit retained and is non-refundable
99-30 days prior to departure	50% refund
Within 30 days of departure	25% refund

* Please note for all third party services: Change and cancellation fees do not include penalties incurred by third parties. Event, attraction, theater, train, show tickets, or fees such as reservation or convenience fees are non-refundable in all circumstances.

Complaints or refund requests must be initiated within 15 days after completion of service to be considered.

InquisiTours will advocate on its guests' behalf to minimize or negate fees incurred by third parties; <u>however</u>, all cancellation fees or refunds *INCLUDING REFUNDS FOR YOUR DISSATISFACTION* are ultimately at the discretion of the hotels, tour operators, caterers, transportation vendors and other Service Providers with which InquisiTours has reserved for travel and tour related services. If the third party decides to charge a fee, that fee will reduce the amount that InquisiTours is able to refund to its client.



Cancellation by us

In the event that we cancel your trip, you can transfer amounts paid to an alternate departure date or receive a refund, unless your trip is canceled due to a Force Majeure Event (as defined below in this clause 8.

Cancellation due to Force Majeure

If a trip is canceled due to a Force Majeure Event, we can offer you a choice of: (a) a 100% credit of monies paid for your trip; or

(b) a refund minus unrecoverable costs.

If the cancellation due to a Force Majeure Event occurs after a trip has commenced, we can offer you a choice of a pro-rata:

(a) 100% credit for the days that remain on your trip; or

(b) refund minus unrecoverable costs of the days that remain on your trip.

Any credit resulting from a cancellation under this clause 8 (Cancellation by us): does not have an expiry date and may be applied towards any other available trip offered by us;

is not redeemable for cash; excludes flights or insurance as they will have their own booking conditions.

A "Force Majeure Event" includes but is not limited to: acts of God; war; civil commotion; riot; blockade or embargo; fire; explosion; breakdown; union dispute; earthquake; epidemic, pandemic or other health emergency; flood; windstorm or other extreme weather event; lack or failure of courses of supply; passage of any law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of any government authority, beyond the reasonable control of the parties, whether or not foreseeable, which would make it dangerous or not viable for a trip to commence or continue.

In the event of any cancellation, there will be no claim for damages by either party against the other and we are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

Late bookings: Tours booked within 30 days of departure may incur a late fee of \$50 per reservation.

Form of Payment: Check or cashier check should be made out to InquisiTours Inc. and mailed to: InquisiTours 933 University Street, Walla Walla, WA 99362. Please note currency fluctuations may apply to published rates. All taxes, fuel surcharges, security charges and any other taxes, charges or fees imposed by airlines, airports, governments etc. are not included in the tour price. Advertised prices include a 3



percent cash discount. If payment is not made by credit card, please add 3 percent to the final balance.

Gift Certificates: Gift certificates are good toward purchase of any tour offered by InquisiTours and are not redeemable for cash. Lost or stolen gift certificate cannot be replaced or credited.

Passports, Visas and ID's: All travelers are required to carry valid identification at all times. Foreign travelers and all participants on tours that enter Canada are required to hold a valid Passport. Additional Travel Documents, such as Visas, may be required depending upon the countries to be visited and the citizenship of the traveler. It is the sole responsibility of each traveler to ensure that he or she meets the Travel and Immigration requirements of their country of citizenship and those of the countries to be visited. InquisiTours will not be held liable or responsible in any way for any traveler's failure to obtain Travel Documentation necessary for their trip.

Travel Advice and Vaccinations: U.S. Citizens should refer to the travel advice posted by the U.S. Department of State at travel.state.gov for all the countries you intend to visit. Vaccinations may be required for some or all the places you are intending to visit. It is your responsibility to ensure that you have arranged all necessary vaccinations for your itinerary.

Cruises, Trains and International Tours: Space cannot be confirmed until a deposit is received. Since all Cruise & Train companies have different policies governing cancellations please contact InquisiTours for policies specific to your trip upon booking. Please note: Currency fluctuations may apply to advertised rates up to 10% of tour price.

General Policies: Cancellations must be received IN WRITING to affect any credits or refunds. Cancellations will be determined on the date received in our office. Refunds cannot be made on unused tours, transfers or individual features voluntarily cancelled/omitted by the passenger. All other refunds will be made for the value of unused features, less applicable cancellation penalties.

If we cancel a tour, 100% of all monies paid to InquisiTours will be refunded within 14 days of cancellation. Once this occurs, InquisiTours, LLC and its representatives have no other obligations to tour members on cancelled trips including any additional costs or fees related to the issuance and/or cancellation of airline tickets or other travel reservations not made by InquisiTours, LLC.

Tour guides cannot provide physical assistance for activities. Guests requiring help must be accompanied by a companion who can be responsible for providing assistance. Please call us if you would like to discuss the physicality of the tours and how we may work together to make it enjoyable for you.

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Validity/Changes: Your itinerary contains information believed to be accurate at the time of publication. InquisiTours reserves the right to modify an itinerary or substitute tour components and inclusions without prior notice.

Quotes: Unless guaranteed in writing with a specific expiration date, prices quoted are subject to change until full payment is made.

Children: Please note some travel products do not allow children below a certain age. If traveling

with children please always check for specials and restrictions. All children under the age of 18 MUST have a parent or guardian with them at all times.

Hotels: The name of each hotel will be provided in a detailed itinerary with your final documents. Due to limited hotel capacities, InquisiTours Inc. will occasionally substitute a hotel of similar quality other than those listed rather than change or cancel your itinerary.

Meals: Every effort will be made to handle dietary requests with the providers that we work with. Should the provider not be able to provide a meal within your requested guidelines, InquisiTours will help make arrangements to the best of our abilities.

Extra Cost Provision: As on any trip, inclement weather and other conditions beyond our control may prevent or delay departure of a scheduled airline, ship, train or motorcoach. If as a result you must book an extra hotel night all costs are solely your responsibility, not InquisiTours Inc. or any other supplier. WE RECOMMEND THE PURCHASE OF TRAVEL INSURANCE.

"Dignity and Respect" Policy: We reserve the right to not accept or retain a tour passenger or any person whose condition or behavior impedes the operation of the tour or affects the rights, welfare or enjoyment of the tour by other passengers. To be determined solely by InquisiTours.

Gratuity Guidelines: It is our belief that gratuities are a direct reflection of the level and quality of service received. It is customary to extend gratuities as a sign of your appreciation on the last day. The following is a recommended industry standard: \$7-\$10 per person per day for the escort and driver.

Marijuana: The purchase of Marijuana is legal in the state of Oregon and Washington. However, it is illegal under federal law and is *not* legal to transport marijuana across state lines. InquisiTours is not responsible for any criminal charges if you decide to risk transporting across state lines.

Release of Liability and Hold Harmless: Activities planned on certain excursions may include the possibility of physical injuries, including broken bones and paralysis, psychological injuries and even the possibility of loss of life. Our tours



may include physical activities during which there is an inherent risk while engaging in such activity. The undersigned hereby assumes on his/her own behalf all the risks of participating in such activities and will hold InquisiTours, its employees, agents, and all other persons affiliated with InquisiTours harmless from any and all liability, actions, demands, damages, expenses, costs, claims and causes of action of any possible nature in respect of injury, death, loss or damage to the undersigned, however caused as a result of or in any way relating to said activities.

Responsibility: The Tours outlined herein will be carried out under the management of InquisiTours, LLC. (herein referred to as "the Company"). The Company acts only as agent for hotels, carriers, independent contractors or suppliers to passengers engaged in carrying, accommodations and providing other services to passengers. The Company does not assume any responsibility nor shall it be liable for any loss, cancellation, costs, delays, irregularity, accident, injury, or damage to person or property damage, loss or theft of baggage and personal effects arising from or in connection with such services. The Company reserves the right to cancel or alter any itinerary, tour, accommodation as conditions require. In the event the Company is unable to provide the confirmed accommodation, it will endeavor to arrange substitute accommodations and any difference in price will be adjusted accordingly. If substitute accommodations are unavailable, the amount paid for accommodations will be refunded. The Company reserves the right to withdraw the tour for any reason before departure date, in which the amount paid to the Company will be refunded. Rates quoted are based on current tariffs at time of printing and are subject to change without notice. A contract is made when your reservation and payment are accepted by InquisiTours of Walla Walla, WA and any dispute shall be governed by Washington State law & subject to the jurisdiction of the County of Walla Walla in Washington State. In calculating the cost of your trip, InquisiTours has relied on your consent to these terms & in the absence of this release, the trip cost would have been higher.

Forum: These terms and conditions are governed by the laws of the State of Washington. Should a dispute or claim arise, the undersigned specifically consent and agree that any legal action must be brought in Walla Walla County Superior Court for the State of Washington.