



# Aquarelas Operadora Turística Ltda - ME

CNPJ : 17.689.965/0001-36

CADASTUR : 19.053272.10.00001-5

☎ : + 55 (21) 976 311 719 / +55 (21) 983 326 584

@: [info@aquarelas.tur.br](mailto:info@aquarelas.tur.br) / [Www : aquarelas.tur.br](http://www.aquarelas.tur.br)

## General Terms and Conditions

The confirmation, through the agreement of the day-by-day program / quotation, which implies service reservations, tours or circuits performed by Aquarelas, here defined as the agent, implies by the traveler (s), institution, legal person, defined here as the client, the acceptance of the general sales terms and conditions established below:

### 1 - Travel Program:

The agent will propose to the client, based on the expression of wishes, a day-by-day program / quotation including the details of the journey: itinerary, included or optional visits, included or optional activities, accommodation services, transfer, transportation or any other services of the client's choice.

On that base, a negotiation phase begins between the agent and the client in order to achieve a proposal according to the client's expectations.

The program is considered final upon the reception, by the agent, of the service contract or the enclosed registration form, dated and signed by the client, and of the deposit determined by both parties. The services purchased will be confirmed within 15 days upon the receipt of the deposit. The service contract or the registration form is established on the basis of the day-by-day program / quotation accepted. It formalizes the contractual commitment of both parties.

### 2 - Quotation - Rates - Validity :

The day-by-day program / quotation sent to the client is valid for 45 days counted from the date of the receipt.

During this period, the agent is committed to guarantee the rates offered.

At the expiration day of the day-by-day program / quotation or due to lack of information on the part of the client, the agent reserves the right to update rates or to cancel the services without penalty.

In the event of modification of any service, on the client's initiative, the agent will present one or more alternatives into the negotiation.

The agent reserves the right to modify the prices in the following cases:

- Changes in transportation costs related to fuel prices;
- Change in air transportation charges and taxes.

### **3 - Financial Conditions:**

The client commits to pay 100% of the value of the agreed day-by-day program / quotation sent by the agent within the following time limits:

- Thirty percent (30%) of the total cost at the acceptance of the day-by-day program / quotation and at the signature of the service contract or the registration form.
- The balance of the quote thirty (30) days before the execution of the first service.
- Any delay in the payment by the client is considered a break of contractual clauses and may result in:
  - Cancellation of services, without possibility of reimbursement.
  - The payment, by the client, with additional late penalties.

Certain services will be the subject of special regulations. They will be defined, in each case, by the agent in accordance with the conditions applied by its partners and local service providers. Following, a non-exhaustive list of potentially affected services:

- Accommodation on Brazilian holydays;
- Access tickets to sport events, cultural events,... ;
- Domestic and / or international flights issued by the agent.

Payments must be made by international transfer to one of the agent's bank account. The cost of bank transfers shall be borne by the client. The bank charges related to the receipt of the sums transferred shall be borne by the agent.

The day-by-day program / quotation and the invoice are expressed in Brazilian Real (BRL, R\$), standard currency on financial transactions in Brazil. The agent will not accept any value other than that expressed on the day-by-day program / quotation and deposited by the customer, even when some variation occurs in the exchange rate between the currency of the settlement and the Real.

The agent accepts payments in foreign currency (EUR, USD, GBP) and credit card payments, with a surcharge of three point six percent (3.6%) of the amount due per invoice.

The agent will send to the client an invoice in accordance with the day-by-day program / quotation accepted thirty days (30) before the beginning of the services. A supplementary invoice may be issued in the case of additional demands made by the client, not originally planned and performed by the agent.

The "extras" fees not described in the day-by-day program / quotation are responsibility of the client or the participant (s) who generated these expenses.

In case of non-compliance with payment terms or in the event of late payment, the client and / or the participant (s) will be charged by the agent the following penalties: point zero thirty-three percent (0.033%) per day and a fixed fine of ten percent (10%) of the total amount of the invoice concerned.

### **4 – Discounts - Cancellation - No Show - Event Changes:**

If the client must alter or cancel his travel for any reason, he shall inform the agent in writing as soon as possible.

If one or more participant (s) within the same application form were to cancel their participation in any activity organized for one or more participants:

- For personal services (non-shared): the cancellation fee, according to the conditions of the providers and / or suppliers, will be calculated for the traveler (s) on the price of the service (activity ticket, airplane ticket ...) not consumed on the trip at the date of cancellation.
- For shared services: hundred per cent (100%) of the price agreed, regardless of the date of cancellation, will be charged to the client and / or participant (s) who cancel their quota.

In the case of service cancellation from the day-by-day program / quotation accepted, the following policy will be applied:

- From ninety (90) to thirty-one (31) days prior to the date of performance of services: thirty percent (30%) of the total cost of the service will be withheld;
- From thirty (30) to sixteen (16) days prior to the date of performance of services: ninety percent (90%) of the total cost of the service will be withheld;
- Fifteen (15) days prior to the date of performance of services: one hundred percent (100%) of the total cost of the service will be withheld.

Certain services will be subject to special cancellation conditions. They will be defined, in each case, by the agent in accordance with the conditions applied by its partners and local service providers. Following, a non-exhaustive list of potentially affected services:

- Accommodation on Brazilian holidays;
- Access tickets to sport events, cultural events,... ;
- Domestic and / or international flights issued by the agent;

In this case, a penalty may be invoiced to the client, to the extent of one hundred percent (100%) of the value of the amounts committed.

Apart from the conditions listed above, the agent is flexible and inclined to adapt its cancellation conditions to those of his local suppliers.

In the case of "No Show" without prior notice provided by the client, he agrees to pay the total cost of the day-by-day program / quotation accepted.

Fifteen (15) days before the event, no modification to the day-by-day program / quotation can be accepted. One hundred percent (100%) of the planned services will be charged.

Any change request of the client or participant (s) of the day-by-day program / quotation made during the travel must be handled and justified, in writing, to the agent, who will validate the request according to its logistical expertise. Any supplements arising from the modification of the services will be borne by the client and / or the participant (s). These supplements must be settled, on site and before execution, to the local service provider (s) or to the agent.

In the same way: the cancellation or non-voluntary use of any service (s) by the participant (s) will not be refunded by the agent.

## **5 - Responsibilities:**

The agent commits to provide the client and / or participant (s) with information or means of information concerning the formalities, regulations and obligations necessary to entry the Brazilian territory.

By nature:

- Compliance of identity documents and visas required by Brazilian police and customs authorities;
- Compliance with formalities and regulations defined by the airline company (s);
- Compliance with the requirements of the Brazilian health authorities in terms of vaccine and preventive treatment

**5 – 1 - Passports, Visas, ...** : Obtaining the documents required by the Brazilian authorities is an individual responsibility of the client and / or the participant (s). The following link contains the list of nationalities for which a visa is required to enter the Brazilian territory and other general information: [VisitBrasil](#) and [Portal Consular](#).

Each participant must comply with police and customs regulations and formalities throughout the travel.

The consequences of breaking local regulations will be borne by the offender.

In case of non-presentation, non-conformity or failure to comply with these regulatory obligations (performance cancellation by failure to present a document in good standing, ...), the liability of the agent cannot be incurred.

**5 - 2 - Helth** : The participant (s) must ensure, individually, that their vaccines comply with the requirements of the Brazilian health authorities.

The agent recommends that the client regularly consult the information disseminated by the competent authorities on the sanitary risks of the visited regions. The following link contains information on recommended vaccines for staying in Brazil: [VisitBrasil](#).

A repatriation insurance contract is recommended.

Failure to comply with any formality, regulation and obligation by a participant (s) shall not incur liability to the agent.

**5 – 3 - Behavior of the participant (s):** It is understood that the participant (s) will adopt a behavior which is naturally polite and respectful towards the population, service providers, local suppliers and other agent representatives.

In this context, any verbal or physical threat, verbal or physical violence towards the population, providers, local suppliers and / or others agent representatives will lead to the immediate exclusion of the concerned participant (s).

Such exclusion (s) will not be subject to any service reimbursement performed or to be performed.

The agent will be held liable.

The agent reserves the right to initiate the necessary proceedings against the participant (s) concerned before competent authorities.

## **6 - Risks :**

The agent advises the client and / or participant (s) to consult, before the departure, the country's information provided by the Ministry of Foreign Affairs of your country of origin.

The participant (s) must be aware that, taking into account the nature of the tours organized by the agent, some activities to be performed (hikes, excursions, motorsports, etc.) may lead to certain risks.

Remoteness of medical centers, lack of communication facilities, road conditions can represent a risk that must be aware by each participant.

Each participant must comply with the rules of prudence, community life and safety instructions of local guides. Each participant assumes these risks with full knowledge of the facts and commits not to delegate responsibility for accidents, which may result from the activities performed with their consent, to the agent, tour guides or the various providers and local suppliers.

The agent cannot be held liable for accidents caused by the carelessness of a participant (s), or for non-respect of safety instructions.

The agent reserves the right to:

- Exclude, at any time, a participant whose behavior may compromise the safety or welfare of other participants or third parties. Such a measure will not entitle reimbursement or indemnification.
- Modify, if circumstances require, means of transportation, itinerary or any other services in order not to compromise safety or to maximize enjoyment of the participant (s).
- Cancel, due to Act of God, contracted services that can no longer be provided.

Luggage and personal belongings (cameras, identity documents, ...) remain under the responsibility of the participant (s) in all circumstances. Depending on the nature of the tour, luggage must be adapted to the means of displacement or activity.

In the event of loss or theft, the liability of the agent or / and the local supplier (s) cannot be incurred.

## **7 - Air Travel:**

Each participant must adapt to current air transport regulations and airline safety regulations.

In the event of airlines cancel flights or change flight schedules, the agent cannot be liable for any modification on the trip.

The agent, depending on the situation, will study with the client and / or the participant (s), a solution (s) adapted to the new configuration.

## **8 – Cases of Act of God :**

Exceptional events, called "Act of God", may result in modification or cancellation of some or all contracted services. Will be considered an Act of God: "political problems, natural disasters, strikes, police decisions and unpredictable events, bankruptcy of a provider, technical incidents, inescapable and unpredictable facts of a third party outside the contract", among others. This list is not exhaustive.

In case the agent is obliged to cancel or interrupt the service (s) due to Act of God events, services that could not be performed in accordance with the day-by-day program / quotation accepted, will be:

- Full reimbursement if the provider (s) and / or supplier (s) are still not paid.
- Proportional reimbursement granted by the provider (s) and / or supplier (s).

The client and / or participant (s) will not, however, be entitled to any compensation from the agent.

## **9 - Traveler information:**

The client commits to provide, along with the deposit and the service contract or the registration form, a list with the dates of birth, passport numbers and full names of all the participants as shown on the passport.

Attention: an error on the surname or forenames may result in boarding refusal by the airline and / or entry refusal into the Brazilian territory by the customs authorities.

Only the names on this list will be allowed to take part in the reserved services.

Any substitution of participation is prohibited without the prior agreement of the agent.

#### **10 - Insurance:**

Aquarelas, as part of its activities as a tourism operator and travel agent, is the holder of a civil liability insurance. The agent holds the insurance policy number: 077800000208, subscribed to its partner: « Ifaseg Consultoria, Marketing e Corretora de Seguros Ltda » registered in the national register of legal persons (CNPJ) under the number: 04.095.549/0001-68.

The contract for the service provision, the registration form and the day-by-day program / quotation accepted does not include subscription to an individual insurance for the benefit of the client and / or the participant (s).

The agent, in addition to its services as a tourist operator, offers the client and / or participant (s) a medical insurance and repatriation insurance via its partner: « Interamac – Assistencia ao Turismo. Ltda » registered in the national register of legal persons (CNPJ) under the number: 05.880.321/0002-22.

At the request of the client and / or the participant (s), the agent will provide the clauses detailing the damages covered by the individual insurance and will establish the corresponding quote. This service is optional and will be extra charged.

The agent recommends that the client and / or participant (s) subscribes for a medical insurance and repatriation insurance in their country of origin.

"Blue Card International" contracts contain insurance clauses, customers must be aware of the covered damages.

#### **11 – Complaints - Jurisdiction:**

Any complaint must be addressed in writing to the agent Aquarelas Operadora Turística Ltda - ME, resident at Rua Soriano de Sousa 97 / 301 - 205.11-180, Tijuca - Rio De Janeiro – RJ – Brasil.

In the event of a legal dispute, only the judicial bodies of the municipality of Rio de Janeiro - RJ – Brasil will be responsible to solve it between the parties.