

STANDARD INFORMATION FORM

Essential rights provided for in Decree-Law No 17/2018 of 8 March in Portugal

This decree transposes into national law Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and related travel services, amending Regulation (EC) No 2006/2004 of the European Parliament and of the Council of 27 October 2004 and Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 and repealing Council Directive 90/314/EEC of 13 June 1990.

- Travellers will receive all essential information about the organized trip before signing the respective contract.
- There is always at least one operator responsible for the correct execution of all travel services included in the contract.
- Travellers have an emergency telephone number or the contact details of a contact point to communicate with the organiser or travel agency.
- Travellers may transfer the package to another person, subject to reasonable notice and possibly additional costs.
- The price of the package may be increased only in the event of an increase in specific costs (e.g. the price of fuel), if this possibility is expressly provided for in the contract and, in any event, up to 20 days before the start of the package. If the increase in price is more than 8 % of the package price, the traveller may terminate the contract. If the organiser reserves the right to increase the price, the traveller is entitled to a reduction in the price in the event of a reduction in the relevant costs.
- Travellers can cancel the contract without paying a cancellation fee and obtain a full refund of the payments made in the event of a significant change in any of the essential elements of the package, except for the price. If, before the commencement of the package, the operator responsible for the package cancels it, travellers are entitled to a refund and, where appropriate, a compensation.
- Travellers may terminate the contract without paying a cancellation fee before the commencement of the package in exceptional circumstances, for example in the event of serious security problems at the destination likely to affect the package.
- In addition, travellers may terminate the contract at any time before the start of the package upon payment of an appropriate and justifiable termination fee.
- If, after the start of the package, it is not possible to provide significant elements of the package as agreed, adequate alternatives will have to be offered to the traveller at no extra cost. The traveller may terminate the package without paying a cancellation fee if the services are not performed in accordance with the contract, this lack of conformity considerably affects the performance of the package and the organiser does not overcome this lack.
- Travellers are also entitled to a reduction of the price and/or to compensation for damages in the event of non-performance or poor performance of the travel services.
- The organiser has to provide assistance if a traveller is experiencing difficulties.
- If the organiser or retailer is declared insolvent, payments will be refunded. If the organiser or retailer is declared insolvent after the commencement of the package and transport is included in the package, repatriation of travellers is guaranteed. Ice Tourism has subscribed to insolvency protection with the Travel and Tourism Guarantee Fund. Travellers may contact this entity or, if applicable, the competent authority (Turismo de Portugal, I.P., Rua Ivone Silva, Lote 6, 1050-124 Lisboa, Tel. 211 140 200 | Fax. 211 140 830, info@turismodeportugal.pt) if the provision of services is refused due to the insolvency of Ice Tourism.

Directive (EU) 2015/2302 as transposed into national law: <https://dre.pt/application/conteudo/114832293>

