



SANTA MARIA MANUELA BOOKINGS GENERAL TERMS

These General Conditions apply to contracts entered into with Santa Maria Manuela Turismo, S.A., with head office at Rua Actor António Silva, nº 7 1600 – 404, Lisbon, registered in Lisbon Commercial Registry Office under the single registration number and tax number of 515755028, within the scope of maritime transport provided by this company, including the carrying out of maritime-tourist activities.

Article 1. – Definitions

Definitions used in these General Terms:

Carrier: Santa Maria Manuela Turismo.

Client: A natural or legal person who enters into one or more contracts covered by these General Terms with the carrier.

Contract: All contracts signed between the carrier and the client under these General Terms.

Guest: third parties whose entry into the ship is authorized by the carrier pursuant to the contract signed with the client.

Ship journey: the entire cruise, including stay on board during the period foreseen in the contract.

Luggage: luggage which is easy to carry by the client and/or guest; suitcases, travel bags and/or backpacks.

Ship: the ship identified in the contract.

Price: the price referred to as such in the contract.

Article 2. – Scope

2.1 Unless otherwise agreed in writing, these General Terms apply to all contracts, including all offers made under this agreement, entered into between the carrier and the client and relating to the transport and/or catering services and other related services.

2.2 These Terms also apply to guests. The client shall be responsible for its guests and indemnify the carrier for any damages caused by such guests.

2.3 These Terms are written in Portuguese and translated into English. In case of any divergence between the original version and the translation, the Portuguese version shall prevail.

Article 3. - Offer / award

3.1. All of the carrier's offers, including offers contained in brochures, advertisements and websites are optional and may be cancelled by the carrier

Such cancellation, if it occurs, will be notified to the client as soon as possible.

3.2. The offer mentions:

- a. The overall amount of the trip and the percentage that shall be paid in advance;
- b. The means of payment;
- c. The maximum number of guests per ship;
- d. The place, date and time of boarding and landing;

These General Terms are an integral part of the first offer.

Article 4. - The contract

4.1. Except in case of a cancellation as provided for in article 3.1, the contract is concluded after the client accepts the offer. The carrier shall send a written or electronic confirmation to the client, after the agreement has been concluded.

4.2. The client provides to the carrier in advance or, at the latest before departure, all of his/her information as well as that of the registered guests.

Article 5. - Cancellation

5.1. In the event of the contract's cancellation, the client must inform the carrier as soon as possible, by letter. The valid date for the contract's cancellation is the date of receipt of said letter by the carrier.

5.2. The contract's cancellation by the client requires the payment of a fixed amount to the carrier, in the following terms:

Compensation - ship:

- 15% in the event of cancellation up to 6 months prior to departure;
- 20% in the event of cancellation up to 5 months prior to departure;
- 30% in the event of cancellation 4 months prior to departure;
- 40% in the event of cancellation 3 months prior to departure;
- 50% in the event of cancellation 2 months prior to departure;
- 75% in the event of cancellation 1 month prior to departure;
- 90% in the event of cancellation 1 day prior to departure;
- 100% in the event of cancellation on the day of departure.

Compensation - catering and other services:

- 15% in the event of cancellation 2 months prior to departure;
- 25% in the event of cancellation 1 month prior to departure;
- 50% in the event of cancellation 2 weeks prior to departure;
- 75% in the event of cancellation 1 week prior to departure;
- 95% in the event of cancellation 1 day prior to departure;
- 100% in the event of cancellation on the day of departure.

Whenever the losses incurred by the carrier, as a result of the cancellation, exceed 15% of the fixed amounts mentioned above, the carrier shall be compensated by the client who shall pay such additional amounts.

Article 6. - Suspension and termination

6.1. In the event of breach of the obligations provided in the contract, by either party, the other party has the right to suspend the fulfilment of its obligations, except in cases in which such non-compliance does not justify the suspension due to being based on matters of special or minor importance.

6.2. Failure by one of the parties to comply with the obligations provided in this agreement, gives the other party the right to cancel its respective pledge, except in cases in which such breach does not justify the cancellation due to being based on matters of special or minor importance.

6.3. The carrier reserves the right to terminate the contract at any time with immediate effect in case of:



- Bankruptcy, insolvency, initiation of a special revitalization process or receivership;
- If the client does not fulfil his/her obligations within 5 working days after receiving a written notification to do so.
- If there is a situation similar to that referred in Article 11, paragraphs 2, 3 and 4 below.
- If the ship is not available due to unforeseeable circumstances and if, despite the efforts made by the carrier, a similar ship cannot be made available.

6.4. The cancellation or suspension must be notified in writing, by one party to the other, stating the relevant reasons. The contract is deemed to have been settled amicably upon receipt of the cancellation letter by the client.

6.5. If the client is responsible for the cause underlying the suspension or cancellation, the resulting damages will be borne by the client.

Article 7. - Price and price amendments

7.1. Unless otherwise agreed, the price does not include port expenses, bridge or locks expenses, fees and other similar expenses, which shall be borne by the client who is on board the ship.

7.2. The referred price is subject to changes resulting from the unforeseen increase in government charges, taxes or surcharges on fuel, whenever these occur after the signing of the contract.

7.3. If, as a result of the increase in prices, as mentioned in the previous paragraph, the agreed price has an increase of more than 15%, the client has the right to cancel or withdraw from the contract.

Article 8. - Payment

8.1. Payment will be made through the carrier's website, by bank transfer through the SIBS Digital Payments Gateway platform. The date on the carrier's bank statement is considered the payment date.

Article 9. - Late Payment

9.1. The client defaults after the agreed payment date has expired. In that case, the carrier shall notify the client granting him/her a period of five working days after receiving the notification to make the payment.

9.2. Failure to pay the amount due after the period stipulated in the payment notice entitles the carrier to charge interest calculated from the due date, at the applicable legal rate, plus 3% per year over the due amount.

9.3. If the client remains without paying the amount due after being notified to do so, the carrier has the right to add collection costs to the amount owed, which include the judicial and extrajudicial costs.

Extrajudicial costs amount to:

- 10% over the following 2,500.00 euros of the outstanding amount;
- 5% over the following 5,000.00 of the outstanding amount;
- 1% over the following 15,000.00 of the outstanding amount,

Unless the amount spent by the carrier is less than such amounts.

9.4. All billing claims shall be made in writing, clearly defined and documented, and sent promptly to the carrier upon receipt of the invoice.

Article 10. – Carrier's obligations

10.1. The carrier performs the cruise according to its best practices and efficiency rules.

10.2. The carrier shall ensure that the ship and the crew comply with the legal requirements of the country where the ship is registered.

10.3. The route shall be defined by consulting the client, unless it has been previously fixed by the carrier and/or by the captain of the ship.

10.4. The carrier and/or the captain of the ship may change the cruise for navigation reasons.

Navigation reasons include, but are not limited to, all aspects relating to weather and sea conditions, blocking of sea lanes, state of the ship, force majeure, strikes and the salvage of lives and property at sea. These reasons may also include the amendment of the place of departure and/or arrival and/or the decision not to set sail.

10.5. In the cases mentioned in the previous paragraph, the carrier and/or the captain of the ship shall always try to find, together with the client, an alternative solution. All reasonable additional costs, shall be borne by the client.

Article 11. – Client's (and guests) obligations

11.1. All clients and guests must provide fully and accurately completed guest forms to the Owner by no later than 15 working days before the voyage starts, and understand and accept that any error or gap in the information provided will result in the guest not being able to travel. Charterer is responsible for ensuring that all guests provide the same travel document details as those that they travel with;

11.2. Clients and guests accept that the age limit to travel aboard the ship is 14-80 years inclusive.

11.3 Unless otherwise agreed, at the end of the cruise, the client shall deliver the ship under the same conditions as the client found it upon boarding.

11.4. During the duration of the cruise, the client and the guests must maintain appropriate behavior towards the crew and other persons on board.

11.5. The instructions given by the carrier and/or the ship's captain and/or crew must be strictly followed for safety reasons and to maintain order on the ship.

11.6. If, in the opinion of the carrier and/or the captain, the client fails to comply with paragraphs 2 and 3 above, the carrier and/or the ship's captain may terminate the contract immediately and/or deny the client and/or his/her guests access to the ship, unless such breach does not justify the termination of the contract due to being based on reasons of special or minor importance.

11.7. The client and the guests are not authorized to carry other goods on board other than the luggage mentioned above, unless prior authorization is given by the carrier and/or the ship's captain.

11.8. The client and guests may not carry pets on board, unless prior authorization is given by the carrier and/or the ship's captain.

11.9. The client and guests may not bring on board or be in possession of materials or objects that may endanger the health, well-being and/or safety of third parties, such as hazardous substances, explosives, radioactive and/or toxic substances, contraband, weapons, ammunition and drugs.

11.10. The client must deliver to the ship's captain a list with the name of the guests, no later than the day of their arrival.



Article 12. – Travel Health

- 12.1. The client must ensure that he meets all the conditions, including health conditions, for a safe sea voyage.
12.2. In the case of allergy or intolerance to any food, the customer must previously inform the carrier of this fact, and must adopt the appropriate measures to avoid the consumption of any food to which he is allergic during the trip.

Article 13. – Force Majeure

- 13.1. Force Majeure are unpredictable circumstances that can lead to delays or impossibility of executing the contract, whenever these circumstances cannot be avoided by the carrier, for legal, contractual or social reasons/events.
13.2. Force Majeure includes damage to the ship that makes it impossible to carry out the voyage occurred by circumstances that the carrier could not anticipate or prevent.
13.3. The termination of the contract for reasons of force majeure entitles the carrier to be reimbursed for expenses incurred before the occurrence of this reason of force majeure that led to the cancellation of the contract and provided that the customer benefits from the services provided.

Article 14. – Carrier's liability

- 14.1. The carrier shall not be liable for damages resulting from death or injury and/or property damage that is caused by circumstances whose consequences any diligent carrier could not have avoided.
14.2. Any compensation to be paid, as a result of the inability to comply with its obligations as set out in Article 10 above, shall be limited to the agreed price for hiring the ship.
14.3. If the carrier proves that the damages were caused by the client's and/or the guest's fault or negligence, or if such fault or negligence contributed to the damages, the carrier's liability shall be removed, in full or in part.
14.4. The carrier shall not be liable for damages caused by delays due to meteorological reasons, the time the cruise starts and/or finishes or the availability of a replacement ship due to unforeseen circumstances.

Article 15. – Customer's liability

- 15.1. The customer is liable for the damages caused by himself or his guests on board the ship, except in cases where the damages are due to the carrier's acts or omissions.

Article 16 – Use of Refunds

- 16.1. Any refund issued by the Carrier to the Client for subsequent use in acquiring services from the Carrier must be utilized by the end of the calendar year following the year in which the refund was issued.

Article 17. – Request for information and complaints

- 17.1. For the clarification of any question, doubt, or to let us know of any dissatisfaction about our service, please contact us through info@santamariam Manuela.pt.
17.2. Claims relating to the performance of the contract shall be clearly presented to the carrier and/or to the captain of the ship immediately after the relevant facts have occurred.
17.3. All claims for invoices must be submitted, in writing, within a maximum period of 10 days after receipt of the invoice.

Article 18. - Disputes

- 18.1. All disputes relating to this contract are governed by Portuguese law, with the exclusive jurisdiction of the Maritime Court of Lisbon (Tribunal Marítimo de Lisboa).

Article 19. - Cork fees

- 19.1. Aboard the SMM we serve a good range of wines, beers and spirits. If you wish to bring your own alcohol our cork fees per bottle are:
- Spirits €30,00;
 - Wine: €20,00;
 - Beer €2.00

Article 20. Special Diets

- 20.1. Santa Maria Manuela will always seek to accommodate guests needs and preferences, but since our infrastructure space is limited we can only accommodate allergies and intolerances. In our daily menu there are some options including salad, soup and vegetables.

Article 21. - Change of Terms and Conditions

- 21.1. These Terms and Conditions may be subject to changes, which will be made public through the Santa Maria Manuela website.