



## General Conditions of Contract for acquisition of National Travel

Product / Service:  
Period: from \_\_\_ / \_\_\_ / \_\_\_ to \_\_\_ / \_\_\_ / \_\_\_  
ID Number:

### 1. CONTRACTED

**MINAS GOLDEN TOURS LTDA**, company legally incorporated and established in the city of Belo Horizonte, at Bahia St, No. 1345, Room 1309, city centre - started in the Ministry of Tourism / Cadastur number: 11.048206.10.0001-4 - CNPJ 15.615.139/0001-17, Municipal Registration number: 4521240010 henceforth this Providing Services Contract, which shall be ruled by the following terms and conditions defined and agreed in this contract.

#### CONTRACTOR:

### 2. INTERMEDIARY AGENCY

Fantasy Name:

Company Name:

Address:

Phone:

E-mail:

1

### 3. CONTRACTOR

Passenger's name:

Date of Birth:

Passport:

Residential Address:

Zip Code:

Country:

State:

City:

Phone number.1:

Phone Number.2:

Company where he works:

Position:

Tel.:

E-mail:

It has been agreed the following: the **CONTRACTOR**, described before, confirms the accuracy of the information related to their personal information and registration, signing this contract to provide services as the responsible for themselves and for the following listed below, for whom reservations are made.

**4. Provision of services:** description of CONTRACTED services and passengers for whom the reserves were confirmed:



### Services included:

- Meals ( )
- Airport transport ( )
- Tourism Guide ( )
- Lodging ( )
- Tours ( )
- Visitation rates ( )
- Land Transport ( )
- Air Transport ( )

### Names of Passengers:

Name:	Passport:	Date of birth:
Name:	Passport:	Date of birth:
Name:	Passport:	Date of birth:

## 5. Enrollment in the travel program

Enrolling in any travel program of **Minas Golden Tours Ltda**, the purchaser, passenger (s) and / or any intermediary will be accepting all the conditions described in the program as well as the specific conditions of certain products, if applicable to the part of the instrument.

**5.1.** The above program does not include airport , port and frontier taxes, visa expenses, pro-tourism fees, vaccines, medical expenses, pharmacies and hospitals and documentation, meals not listed, gratuities and personal expenses such as laundry, phone calls etc., which are the responsibility of the **CONTRACTOR**.

## 6. Responsibilities of CONTRACTOR

**6.1 MINAS GOLDEN TOURS LTDA**, acting as an organizer of tour packages, among other products and services, expressly declares that acts as an INTERMEDIARY between the **CONTRACTOR** and individuals, establishments or entities CONTRACTED to provide the services listed in the tour program, such as: ROAD AND AIR TRANSPORT, MEANS OF LODGING, RESTAURANTS, TRAVEL AGENCIES and other participants of the product agreed in this contract. MINAS GOLDEN TOURS LTD and other providers of services are acting according to the Brazilian Consumer Protecting Code.

## 7. Travel Agent Responsibilities

**7.1.** Mediate positively, clearly and without obscurities relations between the passenger and the **CONTRACTOR**;

**7.2.** Check if all the documentation to be delivered to the passenger is in accordance with the requests made by it, in relation to the destination, dates, hotel, "transfer", car rental, travel insurance, "city tours", and other services CONTRACTED to be made during the trip. Likewise, check all the data mentioned above with the passenger, providing knowledge of every itinerary and CONTRACTED services, moment in which



they must receive confirmation by the passenger that the foregoing is in accordance with their requests and needs.

**7.3.** Report all required documents and provide all information necessary to carry out the journey to the destination hired, as well as any standard and / or other essential instructions to the passenger;

**7.4.** Clear any doubt the passenger may have, including the explaining of initials, nomenclatures and other terms that are common only to those who provide tourist services, thus avoiding future problems.

**7.5.** Any claim arising out of items 7.1 to 7.4 will be of sole responsibility of the Travel Agent.

## **8. Specific Conditions of Booking**

**8.1.** Reservation request: must be in writing. In case of last-minute bookings, considered those committed up to 07 (seven) days prior to leaving the city of origin, the initial deposit shall be of 50% of the travel program, being charged an administrative fee.

**8.2.** The contractor agrees to make the confirmation payment and the contracting of services and / or packages of the CONTRACTOR within 07 (seven) days prior to the execution thereof, except in times of high tourist season or holiday weekends and other events, when it is necessary a minimum period of 15 (fifteen) days.

**8.3. Payment:** Full payment shall be made immediately after the confirmation of the booking of services requested. No complementation of the payment allows the **CONTRACTED** to cancel services, according to the rules of item 12.

**8.4. Rates of payment:** Considering that the value of travel packages shall be in Reais and taking into account that these trips are usually formed by land, it is established that the amounts in foreign currency: U.S. Dollars, Euros or British Pounds shall be fixed by the tourism exchange on the very day of payment, and the average rate shall be calculated according to the financial market for currencies that comprise the package.

**8.5.** Prices may change due to exchange rate fluctuations and/or government resolutions.

**8.6. Altering Orders:** Requests for changes involve the imposition of penalties, pursuant to contracts between **CONTRACTED** and its suppliers, as described in clause 12, and is subject to availability and pricing updates.

**8.7. Contracted Services:** It is important that the client/**CONTRACTOR**, be carefully aware of the services purchased as well as, their inclusion in the respective price. Thus, services included are those that are specifically mentioned in the program as services included. Any statements made orally, as to which certain services are included in the price, should not be considered or accepted by the passenger, nor suggestions for optional tours and other references that are not written or mentioned in that item. In the travel mode defined as all-inclusive, it shall be included in the price all items related by establishments that adopt this system or those described in the **CONTRACTED** offer.



**8.8. Not contracted Services:** the following costs, as well as others that may occur, and whose awareness will be brought to the customer in advance, are not included in the price, such as rates with shipping documents, visa consular fees, shipping (airports or ports), pro-rate tourism, tickets of any nature, with shipping rates and loading luggage, bags, attractions such as films, video and cable TV, phone calls, drinks, minibar products, restaurants and room service. Expenses from daily meals and displacement, not included in the program, which, for whatever reason, will have to occur, shall be paid by the customer.

**8.9. Hosting:** All hotels may be replaced by another similar in that category, confirmed by the date of shipment, or if necessary, during the course of the trip, in order to provide the best hosting to the **CONTRACTOR**. Confirmation, in this case, will be performed by the **CONTRACTED**, by telephone or any other effective means to this procedure.

**8.10.** Reservations requested without prior payment do not guarantee the price disclosed.

**8.11.** The hotel's name, type of accommodation and other acquired peculiarities of the package purchased must appear on the voucher.

**8.12.** On occasions, when for whatever reason, the execution of **CONTRACTED** services may not be fulfilled, the **CONTRACTED** may change hotels and must accommodate passengers in hotels of similar or superior category.

**8.13. Accommodation:** As defined by the International Hospitality Regulation check in starts at 15:00 and check out should be made until 12:00, which is why the eviction of the room should occur until 12:00. Failure to comply with international rules entails the collection of new daily-board.

**8.14.** The schedules of entry and exit in the apartments of hotels may not vary because of flight schedules (arrival or departure). Having anticipated entry or later exit, when available, the customer shall pay the costs directly with the hotel.

**8.15.** The accommodations of hotels vary widely, according to the availability of lodging facilities, a double room may have separate beds or double and triple or quadruple apartment may consist of folding or articulated bed, sofa bed or, queen or king size beds. If the **CONTRACTOR** wants specific accommodation, you should first consult price and require special writing reserve and, if available, it will be hired and will consist of the contractual specifications. To the apartment whose category may be differentiated from acquired and / or special location, it will be the responsibility of the customer to check its availability and having proved difference in price they should deal directly with the hotel.

**8.16. CONTRACTED** warns customers to keep sums of money larger than those needed for daily use, important documents, and other objects of high esteem or value in hotel safes. Failing to use these safes ( due to the size and characteristics of objects stored), the customer must inform in writing the object (features, accessories and value) to the hotel, which shall offer another possibility to keep these objects safely, thus exonerating **CONTRACTED** of any responsibility.



**8.17. Fees and other services related to hospitality:** The **CONTRACTOR** is aware that the hotel may request the number of a credit card to ensure any property damage and / or extra expenses, letting clear that such practice, common in hotels all over the world, has no connection with the payment of the daily board and may not, under any circumstances, claim lack of payment by the **CONTRACTED** on account to this fact. In addition, the **CONTRACTOR** is aware that other fees resulting from ancillary services to hosting are not included in the amount already paid for this, such as parking of a motor vehicle, governmental fees, food and beverage and other services not described in your contract purchase, which may be consulted as to the availability, pricing and payment methods directly on the hotel as well as their payment.

**8.18. Meals:** Meals will occur according to the modality employed. The breakfast, for example, is commonly included in the daily rate of hotels in Brazil. In a "half board" system will be available to the customer the breakfast and other meal (either lunch or dinner). In a "full board", breakfast is available, lunch and dinner. In cases when the diet or the requirement of any special item of food is necessary, consultation on whether services are available is needed as well as the charging of any extra fees.

## **9. Transfers and tours:**

**9.1.** These are regular tourism services, private or shared with other passengers, and will be conducted in vehicles with proportional size to the number of people. The **CONTRACTOR** shall attend to the commencement of services in the place and time determined as the carrier may not delay the shuttle and / or curb to wait for the **CONTRACTOR**, even if the delay is justified, such as in the cases of detention by authorities immigration and customs, tracking baggage, flight delay or whatsoever. In these cases the service will not be held and there will be no refund of the same.

**9.2. Boarding:** To guarantee boarding on any kind of transportation, it is advisable to pay attention to the time constant at the Travel Package, and the **CONTRACTOR** should carry personal documents. The presentation of the **CONTRACTOR** without the documentation referred to, being this either unreadable and / or erased, does not allow boarding. For this reason and also for the non-attendance of the contractor, as well as occurring out of time and place scheduled, shall the **CONTRACTOR** be exclusively responsible for the loss of boarding and for the consequences and costs related to it.

**9.3.** It is the responsibility of the **CONTRACTOR**, the act of presenting themselves in advance at the locations.

**9.4.** It is understood as a personal document, the identification document (ID) and Passport (for international flights) not being permitted certified copies (mandatory presentation of the original), paying attention to expiration dates, and not being torn / or erased. Not presenting these documents in due form will result in no boarding, since vetoed by carriers and / or the competent inspection service (Federal Police, FAA, etc.), Without any responsibility of **CONTRACTED**. It's exclusive obligation of the **CONTRACTOR** to obtain, with reasonable notice, the appropriate documents.



**9.5.** For boarding under 12 years old, unaccompanied by parents and / or guardians (holders of parental rights, guardian or trustee) is required court order granted before the Court for Children and Youth, both for domestic and international travel. In the absence of a parent, they need the consent of the other, by consent, notarized. Passengers can get information about the documentation required by the responsible agencies as Infraero ([www.infraero.gov.br](http://www.infraero.gov.br)); National Civil Aviation Agency - ANAC ([www.anac.gov.br](http://www.anac.gov.br)) or Federal Police ([www.dpf.gov.br](http://www.dpf.gov.br)).

**9.6. CONTRACTOR** agrees to provide the withdrawal of all documents pertaining to the trip with maximum advance of up to 02 days before travel.

**9.7.** Customers in the course of the trip, requiring medical care or medicine, should be responsible for so. **CONTRACTED** warns that owners of health insurance or health care, carry with them the necessary documents for care outside regular residence. If the client is interested in insurance coverages that give special, well above the legal minimum, for the duration of the trip, they should get it in travel agencies or respective operators.

**9.8. Luggage:** luggage and other personal items from the **CONTRACTOR** are not objects of this contract. The company is not responsible for transporting cash or valuables, perishables and flammable in their luggage, and, in case of damage or loss, the limit stipulated for compensation will be that determined by Art. 74, § 2, of the Decree 2.521/98 and 03.02 Article 36 of Decree 656/91 - MG, which regulates interstate and international road transport of passengers. **CONTRACTED** shall not be responsible for loss, theft, loss or damage the baggage may suffer during the trip, including its handling in transportation, when this service exists. In the event of any damage or loss, the **CONTRACTOR** shall submit a complaint in writing to the Airline Transport Company or, if the loss or damage to baggage occurred during the trip, or the Hotel, or if the damage baggage loss occurred during the stay is recommended to make an insure of your luggage before starting the trip. In transfers and shore excursions, the passenger is entitled to carry a volume of up to 20 kg, and the hand luggage of up to 5 kg.

**9.9. Responsibilities on values:** The **CONTRACTOR** shall not be liable for theft of documents, valuables and personal during the trip. It is recommended to check with the hotel the existence of these vaults for safekeeping. The transport of valuables, possessions and other items that deserve special attention such as documents, jewelry, cash and other credit instruments, technological equipment, fragile objects, medicines essential to your health, should be carried in hand luggage under vigilance.

**9.10. Optional:** our means of divulgation offer tours, visits and dining options, being the responsibility of the **CONTRACTOR** to choose one of the options offered and of the **CONTRACTED** the operationalization of the same quality.

**9.11. Travel Assistance / Insurance:** the **CONTRACTOR** who has purchased service / travel insurance company other than the **CONTRACTED** agrees to pass on the necessary information.



## 10. Specific Conditions of Road Transport

**10.1.** On road trips, the buses used for tourist services meet the rules of comfort and security of local authorities and contractors, with guide services. In places where this is required, boarding will be done with adequate service to the product. In tours of common stretches, two or more groups may come together, and in this case, no preference in the use of transport chairs shall be given, regardless of those who have the most time on board of the vehicle.

## 11. Specific Cancellation Conditions

**11.1.** It is understood as cancellation the giving up of the trip and / or service **CONTRACTED**, as well as change of dates.

**11.2.** In cases of requested changes to prior bookings, even without your confirmation we will charge the amount of R\$50,00 for each passenger to cover administrative expenses of the **CONTRACTED**, in addition to fines that may occur, according to item 11.4.

**11.3.** With the cancellation, the **CONTRACTOR** shall pay as compensation for damages, any fee or cancellation fee charged by Means of Transportation, Hosting and other service providers. Some of these fees or penalties, on account of contractual stipulation of service providers, can be applied even in case of cancellation more than ninety (90) days prior to commencement of services. All values may suffer fines of suppliers, especially in periods of fairs, congresses and national holidays and / or international (like New Year's Eve, Carnival, etc.) which will follow the standards set by their respective vendors.

**11.4.** Requests for cancellation of travel or **CONTRACTED** services must be made in writing. The penalties are applied progressively in accordance with the proximity of travel date acquired, as follows:

- a. Withdrawal notified 91 days prior to departure: loss of 10% on the total amount paid by the **CONTRACTOR**;
- b. Communication made with 90 to 61 days of the beginning of the trip: loss of up to 30% on the total amount paid;
- c. Communication made with 60 to 31 days of the beginning of the trip: loss of up to 60% on the total amount paid;
- d. Communication made with 30 to 15 days to departure: loss of up to 70% on the total amount paid;
- e. Communication made 14 days or less to

The deadlines above are the result of imposition made by third persons that pass the conditions to **CONTRACTED**, which, in turn, must pass on to the **CONTRACTOR**, by virtue of administrative expenses that occurred with the hiring of the trip and its withdrawal.



**11.5.** In case of air cancellation, values and percentage fines may change according to the airline. The rate is always constant and may have any eventual fare added. In the event of rebooking a flight, passengers will have to pay for any tariff differences, if any, either on account of rising prices or unavailability of the same tariff class in desired flight. Charter and / or regular block-charter should be subject to the conditions of the specific item 10.10.

Any Refunds will be made within the time determined by the suppliers of tourism services. In case of abandonment during the trip will not be granted any refund.

**11.6. CONTRACTED** reserves the right to charge a penalty, values additional to those described in clause 12.4, in case of additional penalties charged by providers of tourist services, which will be effectively demonstrated.

## **12. Payment services**

In the case of installment payments made with checks, when a parcel is not repaid due to its return by any reason, and the services have not been provided, the **CONTRACTOR** shall contact **CONTRACTED** and choose to pay off the debt of the check that was not compensated in cash or with current account credit, and likewise, should offer a new form of payment for the remaining balance (other checks), this may merely opt for payment in cash, by current account credit or new installments via credit card. If you choose the second method of payment, the number of parcels should be equal to the number of remaining installments on the installment not paid off by check, and **CONTRACTOR's** responsibility to bear the financial burden of this new operation as well as provide all necessary documentation to the authorization of new debt.

Accepting and making the payment of one of the forms mentioned above, the **CONTRACTED** agrees to return the checks and the passenger will be allowed to use the services. Otherwise, **CONTRACTED** shall be entitled to cancel the vacation thereof, without prejudice to the collection of fines and penalties provided for in Clause 8.

In the event of default, after the effective enjoyment of services, on payment of a parcel made by check, **CONTRACTOR** shall offer the same payment options described above, which, if not accepted by the passenger within five (05) days from the receiving of the proposal, entails the taking of legal measures, pursuant to Article 389 of the Civil Code and other applicable legal provisions.

## **13. Documents to be delivered by the CONTRACTOR**

**13.1** The **CONTRACTED** shall, after full payment, issue the travel documents (voucher).

## **14. Documentation responsibility of CONTRACTOR**

**14.1.** The personal documentation is the sole responsibility of the **CONTRACTOR**, in original and recent copies (certified copy is not accepted), in good condition and within the validity period as, for example, a passport with at least six (06)- month validity from



the date of boarding, Identity Card - ID (issued less than 10 years), visas, vaccinations, health certificates, travel authorization for children etc., not taking any responsibility for the **CONTRACTED** to provide them, pay them or check them. Some South American countries allow the use of original identification card instead of a passport. We emphasize that no identity cards are accepted as functional OAB, CREA, CRM, etc.. Thus, the inability to embark on any means of transport, generated by the absence or poor-condition documentation, or this being illegible, torn, adulterated, or erased without validity, features cancellation of travel, subjecting the **CONTRACTOR** to the penalties provided in section 7th.

**14.2.** Under-aged traveling alone or with only one parent under the age of eighteen, unaccompanied by one or both parents, can only travel upon presentation of authorization signed respectively by the mother and father, notarized. Attach the death certificate when a parent is deceased.

### **15. Disabled travelling in groups**

Person with a physical disability or physical limitation, especially with locomotion can only travel accompanied by a responsible, being allowed to enjoy the rides in the same conditions as other travellers. If the physically disabled wish to travel without an escort, **CONTRACTED** shall not be liable for any frustration of expectations, due to the inability to enjoy the rides and keep up with other travelers.

Advanced writing notice is needed.

9

### **16. Complaints**

In case of complaints regarding the provision of services, the **CONTRACTOR** shall submit in writing to **CONTRACTED** within thirty (30) days after the closing of the services as seen in Article 26, Section I, Paragraph 1 of the Consumer Protection Code.

### **17. Agreement**

**17.1.** By participating in the program, the **CONTRACTOR** individually or through their travel agency mandated declares be aware of these General Conditions and the Special Conditions for the program or service purchased, pledging, if applicable also by their families and caregivers.

**17.2.** The **CONTRACTOR** is aware that service providers of air, land, sea or waterway, lodging, food and entertainment respond in the form of specific legislation.

### **18. Specific conditions of the Touristic Operator**

**CONTRACTED** acts as tour operator, ie as an intermediary between clients and service providers involved in the packages, in order to make every effort to remedy any defects in such services. However, **CONTRACTED**, under any circumstances, does not sympathize for any acts, facts or events, whose legal or contractual responsibilities



attach itself to other individuals or corporations, as in the case of carriers by air, land, rail or waterway, hotel services and local businesses, who must answer to the law. Likewise, the **CONTRACTED** shall not be liable for acts arising from unforeseeable circumstances or major forces or any other that is not under their control, as the occurrences caused by the passengers, particularly arising from his behavior towards his belongings.

### 19. Statement of responsibility

**CONTRACTED** declares that, subjected to the general and specific conditions contained herein, particularly in clause 6, will be responsible for the availability of air and ground services provided in the passengers' Package Travel.

It is understood that the Service Request No. \_\_\_\_\_ Tourism is an integral part of this instrument, whose amendment is only possible if requested in writing.

Date of contract signature: \_\_\_\_ to \_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Tourism Operator  
Sign

\_\_\_\_\_  
Sign from buyer  
Pass:

\_\_\_\_\_  
Travel Agency  
Number of registre:

10

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Pass: \_\_\_\_\_

Pass: \_\_\_\_\_