Terms and Conditions

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1. Introduction

1.1. This service consists of a tourist entertainment activity involving off-road tours along pre-established routes, using European category T1, T2, T3, L6e and L7e vehicles, commonly known as buggies and quad bikes, in which the Client rents and drives the vehicle for a pre-agreed period and price, accompanied by a Guide-Monitor.

1.2. In case of any doubts or matters not addressed, the Client should not proceed with the booking and should instead request clarification through the available contact channels.

1.3. By making a booking, the Client declares that they have read, understood, and fully accepted these Terms and Conditions, which constitute a binding contract between the Client and the Service Provider.

1.4. These Terms and Conditions replace all previous versions. Any future changes will be published on the official website and communicated whenever possible.

2. Definitions

2.1. “Guide-Monitor” – employee of the Service Provider, hereinafter referred to as “Monitor.”

3. Requirements

3.1. The minimum age to participate as a passenger is 6 years old or 1.10 meters in height, provided they are accompanied by an adult and the document “Minor Authorization and Liability Waiver” is completed.

3.2. For contractual purposes, on the day of the activity, drivers must cumulatively and mandatorily present:

3.2.1. Valid legal identification (passport if outside the Schengen Area).
3.2.2. Valid light vehicle driving license (category B).
3.2.3. Legal age.
3.2.4. Address.

3.3. A security deposit of €300 (three hundred euros) per reserved vehicle is mandatory, payable by bank card.

3.3.1. Without the deposit, the activity will not take place, resulting in the loss of the full booking amount.
3.3.2. The deposit is a monetary guarantee for the Service Provider and may be retained in case of damages caused by participants. The deposit is not an insurance excess.
3.3.3. Regardless of whether the driver responsible for the damage is the deposit holder, the deposit will be retained.
3.3.4. Multiple deposits may be provided if participants wish; the deposit corresponding to the responsible party will be retained.
3.3.5. The card may be used for additional charges.
3.3.6. The deposit is released at the end of the activity if no damages occur.
3.3.7. The release is immediate by the Service Provider, but funds may take up to 5 days to appear in the Client’s account depending on the bank and day of the week.
3.3.8. The Client must ensure the bank card used is not protected by “3D Secure,” as this prevents the deposit from being processed.
3.3.9. In such cases, clause 3.3.1 applies.

3.4. The driver must unconditionally complete and sign a liability waiver for contractual purposes only.

3.5. The Client must also sign a liability waiver when accompanied by minors.

3.6. The driver unconditionally accepts the copying of their identification and driving license for contractual purposes only.

3.7. The Client must check weather conditions at the location and date of the activity using official sources.

3.8. The Client must wear appropriate clothing, suitable for exposure to dust, mud, and water.

3.9. The Client must arrive at check-in time properly equipped; early arrival is advised if preparation is needed.

3.10. The Service Provider will record the activity on video (DVR) strictly for contractual compliance.

3.11. The Service Provider does not provide waterproof equipment.

3.12. Pets are not allowed.

3.13. The Service Provider reserves the right of admission.

3.14. The Service Provider may refuse participation to any Client who does not meet legal or safety requirements or poses a risk.

3.15. Bachelor/bachelorette parties are not accepted.

4. Activity Dynamics

4.1. The Client drives the rented vehicle.

4.2. Clients may alternate drivers, provided this is declared at the start; the Monitor determines change points.

4.3. The activity is always supervised by a specialized Monitor who defines the route and may share the Client's vehicle if necessary.

4.4. Only one stop is made during the activity, lasting a maximum of 5 minutes (for photos).

4.5. There may be no stop if the Monitor deems it necessary due to conditions such as weather or timing.

4.6. Other Clients may participate simultaneously (not an exclusive activity).

4.7. The activity may be altered, postponed, or canceled due to technical, operational, or weather conditions, with full or partial refund.

4.8. The Service Provider may record audiovisual content for promotional purposes; Clients must object if they do not consent.

5. Risks

5.1. Risk of breakdown, accident, injury, trauma, or death.

5.2. Risks related to pregnancy, psychological conditions, physical structure, post-surgery, asthma, hypothermia, vertigo, etc., due to vibrations, impacts, dust, cold, water, and lack of care.

5.3. The Client may get wet, dirty, or damage clothing and belongings.

5.4. Accidents may occur if instructions are not followed or if driving is not careful and defensive.

5.5. Skidding/rollover in turns or aquaplaning due to imprudent driving.

5.6. Injuries from proximity to fences, walls, branches, etc.

5.7. Other injuries from improper conduct or failure to follow safety rules.

5.8. The driver must prioritize safety of people and animals.

5.9. Rescue may be delayed due to remote locations.

5.10. Risk of accidents from failing to maintain safe distance.

5.11. Risk of accidents from wearing sunglasses.

5.12. Risks cannot be completely eliminated.

6. Rules

6.1. Failure to comply may result in serious consequences.

6.2. In case of breach, measures may include corrective actions, suspension without refund, loss of deposit, and involvement of authorities (see Annex 1).

6.3. All Clients are treated equally and must follow rules regardless of experience.

6.4. Zero tolerance for risky behavior, especially when children or elderly are present.

6.5. Guardians are responsible for minors' behavior and damages.

6.6. If separated from the Monitor, the Client must immediately stop and wait.

6.7. Vehicles are equipped with GPS and emergency contacts.

6.8. It is forbidden:

6.8.1. While driving:

6.8.1.1. Performing dangerous maneuvers (drifting, spinning, jumping, etc.)
6.8.1.2. Reckless driving
6.8.1.3. Leaving the designated route
6.8.1.4. Breaking formation
6.8.1.5. Exiting the vehicle without authorization
6.8.1.6. Violating traffic laws
6.8.1.7. Using unauthorized vehicle controls
6.8.1.8. Stopping without permission
6.8.1.9. Driving side-by-side
6.8.1.10. Changing driver without permission
6.8.1.11. Honking at people or animals
6.8.1.12. Acting independently without Instructor approval
6.8.1.13. Accelerating during turns
6.8.1.14. Driving in reverse along the route

6.8.2. Any unethical or uncivil behavior toward people, animals, or the environment
6.8.3. Alcohol, drugs, smoking, fires, or littering
6.8.4. Disturbing animals
6.8.5. Wearing flip-flops or hats
6.8.6. Filming or photographing inside facilities
6.8.7. Listening to music
6.8.8. Using vehicles/equipment without authorization

6.9. It is mandatory:

6.9.1. To attend the initial instruction (video may contain disturbing images)
6.9.2. To follow all rules and Instructor orders
6.9.3. To wear and secure a seatbelt
6.9.4. To use safety equipment correctly
6.9.5. To test vehicle controls at the start
6.9.6. To comply with Portuguese traffic law
6.9.7. To keep at least one hand on the steering wheel
6.9.8. To follow the Instructor's route
6.9.9. To stay in the center of the track
6.9.10. To respect people and animals
6.9.11. To stop immediately in case of danger and alert the Instructor (3 horn signals)
6.9.12. To stop if the vehicle gets stuck
6.9.13. To report any damage, malfunction, or abnormal behavior
6.9.14. To maintain safe distance
6.9.15. To brake in advance
6.9.16. To slow down or stop if visibility is poor
6.9.17. To clarify any doubts before starting

7. Sole Responsibility of the Client Driver

7.1. The driver is responsible for the vehicle and its occupants and must adopt diligent,

defensive, and prudent driving behavior.

7.2. The driver is responsible for any damage and/or loss resulting from their driving or misuse.
7.3. The driver is responsible for any damage to the vehicle resulting from their drivingor misuse.

7.4. The driver is responsible for any damage to the vehicle resulting from improper and prohibited use of the vehicle's control instruments, taking into account point 6.8.1.7.

7.5. The driver must compensate the Service Provider for losses arising from vehicle repairs and the consequent suspension of their use, in an amount not less than €165 per day per affected vehicle.

7.6. The driver is responsible for the payment of fines resulting from their driving, negligence, or violation of rules set out in the Highway Code.

7.7. The Service Provider is not responsible for the loss, damage, or theft of personal belongings, and the Client must ensure their proper protection.

7.8. The Client must carry their identification document and driving license during the activity.

7.9. The driver must practice defensive driving and maintain a safe distance between vehicles and will be held liable in the event of a collision with the vehicle ahead.

7.10. The vehicles do not have comprehensive insurance coverage.

7.11. In the event of an accident, the Client must not leave the Service Provider's premises until instructed otherwise.

8. Itinerary
8.1. The itinerary consists of an off-road route composed of dirt tracks, forest roads, and public roads.

8.2. The itinerary is predefined by the Service Provider according to the contracted duration.

9. Vehicles
9.1. The vehicles are of European categories T1, T2, T3, L6e and L7e, commonly known as buggies and quad bikes.

9.2. The vehicles are rear-wheel drive, with optional four-wheel drive engagement.

9.3. The vehicles are fully open and do not have protective enclosures.

9.4. The vehicles are made available for rental based on the number of passengers.

9.5. The manufacturer's manual for the vehicles is available for consultation at the Service Provider's premises.
9.6. The vehicles are cleaned/disinfected once per day at the end of all activities.

9.7. Notwithstanding the previous point, the Client may request the cleaning of the control instruments and respective seat if they so wish.

9.8. The vehicles are factory-limited to 65 km/h in "H" (High gear) and 25 km/h in "L" (Low gear).

10. Schedule
10.1. The activity operates on a fixed schedule, with no flexibility.

10.2. No tolerance is given for delays, and the Client must be present at the scheduled time.

10.3. The time shown in the products corresponds to the start of check-in.

10.4. The check-in process has an estimated duration of 30 minutes.

10.5. The itinerary duration is calculated based on an average speed and may be naturally shortened or extended depending on the driver's behavior, resulting in slight variations in the contracted duration (+/- 10 minutes).

10.6. Notwithstanding the previous point, the Client accepts a delay of up to 60 minutes after the activity start time.

10.7. During the activity, the Client accepts a delay of up to 30 minutes for technical repairs or vehicle replacement.

11. Reservation
11.1. The reservation should be made as early as possible.

11.2. Reservations are accepted through various contact channels.

11.3. Booking fees may apply to direct online reservations.

11.4. To avoid booking fees, the Client may contact via other means such as email or phone call.

11.5. All reservations are subject to availability and confirmation.

11.6. The service is prepaid.

11.7. Accepted payment methods:

- 11.7.1. Bank card.
- 11.7.2. Cash.
- 11.7.3. Instant bank transfer.
- 11.7.4. MbWay.

11.8. In case of no-show by the Client, no refund will be issued.

11.9. In the event of cancellation by the Client more than 7 days in advance: full refund of the total amount.

11.10. In the event of cancellation by the Client between 7 days and 48 hours in advance: retention of 50% of the total amount.

11.11. In the event of cancellation by the Client less than 48 hours in advance: retention of 100% of the total amount.

11.12. The Service Provider reserves the right to cancel the activity at any time based on weather conditions, technical conditions (vehicles and human resources), or any other reason that justifies or may be harmful to either party, resulting in rescheduling or partial/full refund.

11.13. In case of cancellation due to force majeure (e.g., fire, fallen trees, flooding, legal restrictions), the Service Provider shall not be held responsible for any additional expenses incurred by the Client (such as accommodation or transport).

11.14. Refunds are processed within 1 to 5 business days, depending on the payment method and banking institution.

12. Processing of Personal Data

12.1. The Service Provider collects and processes the Client's personal data exclusively for purposes related to the provision of services, including booking, verification of legal requirements, and safety during the activity.

12.2. The data collected may include, but is not limited to: full name, date of birth, identification document, driving license, contact details, address, payment information, and images/videos captured during the activity.

12.3. The processing of personal data is based on the Client's consent, which is given when making the reservation and signing the terms and conditions.

12.4. Personal data is stored securely, with appropriate technical and organizational measures to protect against unauthorized access, loss, alteration, or improper disclosure.

12.5. Personal data is not shared with third parties, except when necessary for:

12.5.1. Compliance with legal or regulatory obligations.

12.5.2. Execution of contracts with suppliers related to the activity (e.g., insurance companies).

12.5.3. Responding to competent authorities in the event of an accident or incident.

12.6. The Client has the right to access, rectify, erase, restrict, or object to the processing of their data, as well as the right to data portability, upon request addressed to the Service Provider through the available contact channels.

12.7. The Client may withdraw consent at any time, without affecting the lawfulness of processing carried out based on prior consent.

12.8. Personal data will be retained only for as long as necessary to fulfill the aforementioned purposes, after which it will be securely deleted.

12.9. For matters related to personal data protection, the Client may contact the Service Provider via email: info@batnavo.pt or in person at its premises.

13. Service Provider

13.1. Legal name: VEDETANAUTA UNIPESSOAL LDA

13.2. Commercial name: Batnavó (Thrills and Trails)

13.3. Tax Identification Number (NIPC): 510858678

13.4. Registered office: Rua Alfredo César de Andrade, No. 5, 1º Esq, 2970-001, Sesimbra

13.5. National Registry of Tourism Entertainment Agents: RNAAT 335/2015

13.6. Mandatory insurance:

13.6.1. Personal accident insurance:

13.6.1.1. Death/Permanent Disability: €27,000.00

13.6.1.2. Medical Expenses: €5,000.00

13.6.2. Civil liability: €67,000.00

13.6.3. Insurer: Tranquilidade

13.6.4. Policy: 0010289630

13.6.5. Vehicles: third-party coverage.

14. Location
14.1. Under normal circumstances and within the scope of the reservation, the booking holder receives all necessary information via email, including the location.

14.2. The start and end location of the activity is always the same.

14.3. The Google Maps reference for the location is: Thrills and Trails.

15. Useful Contacts
15.1. SOS: 112

15.2. Sesimbra Fire Department: +351 21 228 8450

15.3. GNR Police of Sesimbra: +351 21 765 77 00

15.4. Sesimbra Tourism Office: +351 21 218 0729

16. Contact Channels
16.1. Telephone contact: +351 968 322 760

16.2. Email: info@batnavo.pt

16.3. In person: Avenida dos Náufragos N2, Block E, Peixarias, 2970-152 Sesimbra – Batavo; Rua dos Plátanos, 2975-132 Sesimbra, Portugal – Thrills and Trails

17. Final Provisions
17.1. These Terms and Conditions are governed by Portuguese law. In the event of a dispute, and in the absence of an amicable resolution, the Judicial Court of Sesimbra shall have jurisdiction, with express waiver of any other.

Annex 1
Considering the infringements identified during activities governed by the Terms and Conditions to which this document is attached, the Service Provider has deemed it necessary to establish a table of sanctions and corresponding procedures to be applied in the event of such non-compliance. This table is used as a reference for the main breaches identified and aims to inform the Client and improve the quality of services. Table of sanctions applicable in case of contractual non-compliance:

Effective date: 10/01/2026

	Sanctions				
No. of Recorded Events	**1**	**2**	**3**	**4**	**5**

	Sanctions				
Dangerous maneuvers	Warning	Driver change	Warning	End of Activity	Alert Authorities
Dangerous maneuvers with children or elderly	Warning	End of Activity	Alert Authorities		
Reckless driving	Warning	Driver change	Warning	End of Activity	Alert Authorities
Reckless driving with children or elderly	Warning	End of Activity	Alert Authorities		
Use of unauthorized controls	Warning	End of Activity	Alert Authorities		
Minor civic or ethical violation	Warning	End of Activity	Alert Authorities		
Serious civic or ethical violation	End of Activity	Alert Authorities			
Other minor infractions	Warning	End of Activity	Alert Authorities		
Other serious infractions	End of Activity	Alert Authorities			
Vandalism	End of Activity	Alert Authorities			