

European Family Summer Camp — Fixed-Scope Legal & Tax Review Brief

Portugal package travel, RNAVT, holiday camp, tax, employment, lodging,
consumer and U.S. seller-of-travel questions

Prepared from independently checkable public sources. No supplier inquiry, reservation, contract, booking, payment, or private-account access occurred.

Instruction to counsel

Provide a written, fixed-scope opinion and implementable structure for the fact pattern below. Identify the exact legal entities, contracts, registrations, disclosures, insurance layers, fund flow, tax treatment and residual risks. Do not answer only at a high level.

No-money gate

No paid reservation, customer deposit or program payment should be collected until Portuguese and applicable U.S. counsel have cleared the collection and organizer structure.

Proposed product facts

Fact	Proposed design
Customer market	Primarily U.S. families; English-language marketing and customer documents.
Destination	Either Cascais–Oeiras coast or Porto–Foz–Matosinhos, Portugal.
Dates	4 July–1 August 2027; child program 5–30 July.
Customers	18 families; approximately 30 children ages 6–12.
Customer price	Cascais test: €13,100 family of 3 / €15,400 family of 4. Porto: €11,800 / €13,900.
Bundled services	28-night family accommodation, child camp, meals/snacks during camp, community events, support and selected activities; possible optional coworking/transfers/excursions.
Childcare operator	Portuguese IPDJ-registered holiday-camp operator.
Proposed organizer	Portuguese RNAVT travel organizer acting as merchant of record and contracting organizer.
U.S. company	Brand, marketing, customer research, community design and supplier quality oversight.
Validation payment	Potential €250 fully refundable priority reservation, credited to final price, collected by compliant MoR only after advice.

Public legal starting points

Area	Public evidence	Working inference — not legal advice
Holiday camps	Portugal requires an IPDJ registration number and prior documentation/communication for camp organizers. [S01–S02]	Child program should remain under a registered Portuguese operator.
Camp staffing/insurance	Public law addresses coordinator/monitor ratios, participant information and mandatory insurance. [S01,S04]	Contract must allocate all staffing, safeguarding and insurance duties explicitly.
Package travel	EU/Portuguese rules cover combinations of multiple travel services under defined conditions. [S08–S09,S87]	Inclusive accommodation + camp + activities is package-sensitive.
RNAVT	Portugal maintains a national register, liability and guarantee-fund framework for travel agencies. [S75–S77]	RNAVT organizer/MoR is the presumptive safer structure.
EU amendment	Directive (EU) 2026/1024 has later	Summer 2027 likely remains under the

	transposition/application timing. [S78]	then-current Portuguese framework; confirm no early national change.
U.S. seller of travel	California, Florida and Washington maintain seller-of-travel regimes. [S10–S12]	Marketing/referral and any payment collection need state-specific review.

Portugal questions — package travel and organizer

- Does the exact bundle constitute a package, linked travel arrangement or another regulated product under Portuguese law?
- Which entity must be the organizer and which entity may market, refer, design or support the program?
- Can the U.S. brand display an inclusive price and checkout link while the RNAVT entity is the clearly identified organizer/MoR?
- What pre-contract information, standard forms, confirmations, cancellation rights, traveler-assistance duties and complaint channels are mandatory?
- What liabilities remain nondelegable for the organizer when housing, camp and activities are performed by suppliers?
- How must insolvency protection, liability insurance and FGVT participation appear in customer materials?
- What rules apply to material program changes, supplier substitution, significant schedule changes and organizer cancellation?
- Can optional coworking, transfers and excursions be sold separately without changing classification? Define the safe sales flow.
- What language/governing-law/jurisdiction provisions are enforceable for U.S. customers?

Public evidence: [S07–S09, S75–S78, S87]

Portugal questions — tax and entity structure

- Apply the Portuguese travel-agency margin VAT regime (TAMS) to the exact fund flow. Show a numeric invoice example.
- Identify which supplier VAT is recoverable or not, treatment of organizer margin, brand/referral/management fee and optional services.
- Does the U.S. company need Portuguese VAT registration, a local entity, fiscal representative or permanent-establishment analysis?
- What withholding or transfer-pricing issues arise on fees paid to the U.S. company?
- Which entity should contract each supplier and bear bad-debt/refund exposure?
- What accounting records and invoice disclosures are required?

The model uses only a provisional 0.75%–3.0% revenue reserve for unresolved TAMS/VAT effects. Replace it with counsel's numeric treatment.

Portugal questions — holiday camp, minors and activities

- Confirm the exact registration/communication steps for the 2027 custom program and the evidence the organizer/brand must retain.
- Confirm coordinator and monitor ratios for mixed ages 6–12, late hours, meals, excursions, beach and any surf activity.

18. Confirm background/safeguarding requirements, qualifications, first aid, medication, incident reporting and child release/pickup rules.
19. Confirm mandatory personal-accident and liability minimums using the applicable 2027 wage/coverage figures.
20. Identify any additional licensing for catering, transport, beach/surf, tourist animation or facilities.
21. Define controller/processor roles for child identity, medical, allergy, emergency-contact, photo and incident data under GDPR.
22. Identify consent, international-transfer, retention, breach and data-processing agreement requirements.

Public evidence: [S01–S04, S69–S71, S79–S80]

Portugal questions — employment and operations

23. Confirm that the camp operator should employ/manage coordinators and monitors and identify any co-employment risk created by brand standards or onsite oversight.
24. Assess permanent-establishment, dependent-agent and employment risk from U.S. founders/staff working in Portugal.
25. Define acceptable contractor/vendor structures for local program management, photography, events and concierge.
26. Identify working-time, late-shift, meal-break, transport-home or collective-labor requirements relevant to 21:30 finishes.
27. Confirm required health and safety obligations for workspaces and events.

Public evidence: [S06]

Portugal questions — accommodation

28. What lodging registration/evidence is required for each furnished apartment, aparthotel or block-booked residence?
29. Can one property manager contract a distributed portfolio, and what supplier warranties/indemnities are needed?
30. What occupancy, tourist-tax, guest-registration, consumer, fire-safety and accessibility obligations apply?
31. How should re-accommodation, property failure, material quality differences and customer remedies be handled?
32. Are there restrictions on long-stay/subletting or assembling inventory from individual listings?

U.S. questions

33. Analyze California, Florida and Washington seller-of-travel registration, disclosure, trust/bond and refund requirements for the U.S. brand and Portuguese MoR.
34. Does a fully refundable €250 reservation constitute customer funds or a travel payment under each relevant regime?
35. Can the U.S. brand take no funds and act as advertiser/referrer without registration; what disclosures and compensation structure are needed?
36. Address FTC/state advertising rules for claims about childcare, work-hour compatibility, licensing, safety, refunds and availability.
37. Define U.S. privacy/children's-data obligations, including state privacy laws and COPPA applicability to web collection.

38. Review customer terms, liability waivers, arbitration/class waiver, medical authorization and photo releases for U.S. enforceability and conflict with mandatory EU/Portuguese rights.
39. Identify corporate/insurance implications of the brand participating in onsite operations.

Public evidence: [S10–S12]

Required deliverables

Deliverable	Minimum content
Structure diagram	Entities, contracts, fund flow, invoices, responsibilities and insurance.
Written opinion	Issue-by-issue conclusion, confidence, law/source, residual risk and required action.
Numeric tax example	Customer price → supplier payments → organizer margin → VAT/TAMS → brand fee.
Registration checklist	Who registers, where, timing, documents, fees and renewal.
Contract matrix	Customer, organizer-brand, organizer-camp, organizer-housing, vendors and processors.
Marketing guardrails	Permitted/prohibited claims and required organizer disclosures.
Reservation flow	Exactly who collects, holds, refunds and credits €250; refund deadline/SLA.
Open issues	Any issue requiring regulator clarification, tax ruling or local specialist.

Fixed-fee request

Scope	Public planning range	Requested quote
Portuguese package/tax/camp/employment/privacy review	Approximately €3,075–€14,760 based on public legal-rate guides and 25–40 specialist hours including VAT; €7,500 base reserve.	Fixed fee, assumptions, named lawyers, timing, deliverables and excluded work.
U.S. seller-of-travel/privacy review	€3,000–€6,000 planning range.	Fixed fee covering CA/FL/WA and reservation/marketing/data fact pattern.

These ranges are procurement estimates, not proof of likely fees. [S81]

Legal stop conditions

- No structure permits clear organizer responsibility and lawful fund collection.
- TAMS/VAT or registration treatment drives contribution margin below 30%.
- The U.S. brand would need burdensome multistate registrations that cannot be solved through the MoR/referral structure.
- The late-hours child program creates unmanageable employment, safeguarding, transport or insurance exposure.
- Supplier contracts cannot allocate risk consistently with mandatory consumer rights.

Public research in this brief is not legal advice and should not be used as a substitute for qualified Portuguese and U.S. counsel.