



Hotel Mestre de Avis - General Terms and Conditions Policy

Welcome to Hotel Mestre de Avis. These terms and conditions outline the rules and regulations governing the use of the Hotel Mestre de Avis Website.

The Website is the property of Rosa Roeder, Sociedade Unipessoal, Lda. with NIPC: 504311301, located at Rua D. João I, N.º. 36-44, 4810-422 Guimarães, hereinafter referred to as Hotel, Hotel MdA, Hotel Mestre de Avis, property, we.

1. SCOPE

1.1 These General Conditions ('General Conditions') govern and form an integral part of the contract for the provision of services concluded through the website www.hotelmestredeavis.pt ('Website') between the company Rosa Roeder, Sociedade Unipessoal, Lda. and the client who signs the contract ("Client / Guest"), the purpose of which is the provision of tourist accommodation booking services ("Accommodation") and related tourist services provided at the hotel unit (Hotel Mestre de Avis), owned by this company (Rosa Roeder, Sociedade Unipessoal, Lda.).

1.2 The conclusion of the contract, which takes place once the booking has been confirmed via the Website, is subject to these General Conditions, the knowledge and acceptance of which the Customer declares by ticking the relevant box on the booking form, as well as the Customer's knowledge and acceptance of the Website's Terms of Use and Privacy Policy.

2. BOOKINGS

2.1 When making a booking, the Customer must correctly complete the relevant form, specifying in particular the hotel, type of accommodation, dates of arrival and departure and the applicable rate, as well as their personal details and payment information, taking full responsibility for the choices made and the information provided, which must be complete, accurate and up to date. All bookings are subject to confirmation of availability by Hotel Mestre de Avis.

2.2 Once the customer has confirmed the details of their booking, they will be issued with a booking code. This code must be referred in all subsequent communications with Hotel Mestre de Avis. The customer will then be entitled to the services contracted with Hotel Mestre de Avis, in accordance with the terms and conditions set out in the booking voucher and the contract, once the payment has been made.

2.3 Please note that room reservation requests made directly to Hotel MdA or through third parties are not binding and do not obligate Hotel MdA to enter into a contract with the customer. Hotel MdA reserves the right at all times to refuse to enter into a contract and to make rooms available, at its own discretion.

2.4 The Hotel MdA guarantees the customer the availability of a room in the category booked, but not the availability of a specific hotel room.

2.5 In the event that only accommodation is booked only, the customer is responsible for arranging and/or contracting transport to enable him/her to enjoy the contracted services.

2.6 Similarly, the Customer is responsible for obtaining the necessary documents (such as identification, permits, visas and vaccination certificates) for entry into the country and/or location of the hotel or stopover during the purchased trip. It is the Customer's responsibility to ensure she/he has the correct documentation before travelling.

2.7 Due to the special policies and rates available for children, which vary according to age, room and bed availability, dates of travel, among other factors, Hotel MdA advises the Customer to check with them before making a reservation.

2.8 No refunds will be made for goods and/or services that have been provided to the Customer, but which have not been used by the Customer.

3. BENEFITS, PROMOTIONS AND DISCOUNTS

3.1 Hotel MdA may offer certain promotions ("Promotions") and discounts ("Discounts") on the Website, whether or not they are limited in time.

3.2 Benefits, Promotions and Discounts are subject to the following conditions:

- i) In order to take advantage of certain Benefits, Promotions and/or Discounts, the Customer may be required to enter a promotional code ('Promotional Code') or pay for the booking in advance.
- ii) Benefits, promotions and discounts are subject to confirmation of availability.
- iii) Hotel MdA reserves the right to cancel the Benefits, Promotions and/or Discounts or to refuse a Promotional Code if the total value of the Promotional Codes already used exceeds a certain monetary value or if they are used fraudulently (i.e. by someone other than the holder/beneficiary).
- iv) Benefits, Promotions and Discounts are only valid for bookings made through the Website and are not transferable to third parties.
- v) In the event of cancellation or non-use of a booking made under a benefit, promotion or discount, the value of the benefit, promotion or discount will not be refunded, nor will its re-application to another booking be guaranteed.
- vi) If, at the Customer's initiative, there is a change in the nature and/or ownership of a booking made under a benefit, promotion or discount, the Customer may lose the benefit/discount afforded by the booking and the provisions of clause 10 will apply in the event of cancellation.
- vii) The use of fraudulent mechanisms to obtain benefits, promotions or discounts shall render the Customer liable under the General Terms and Conditions and shall entitle Hotel MdA to choose between a) the application of the rate without discount and b) the cancellation of the contract, which shall be equivalent in its consequences to the cancellation of the contract by the Customer, without prejudice to the right of Hotel MdA to compensation for any damage suffered;

viii) Hotel MdA reserves the right to cancel and/or modify the benefits, promotions and discounts at any time.

4. TAXES

4.1 The legally applicable taxes (including VAT) shall be added to the price of the reservation and shall be invoiced by Hotel MdA to the Client together with the reservation, at the legally applicable rate, depending on the services contracted.

A tourist tax may also apply.

5. COOKIES

5.1 We use cookies. By using the Hotel Mestre de Avis website, the user consents to the use of cookies, in accordance with the Hotel Mestre de Avis Privacy Policy. Most of the interactive web pages currently in use, utilise cookies, which allow us to retrieve user details on each visit.

5.2 Cookies are used in some areas of our website to enable the functionality of that area and make it easier for visitors to use. Some of our affiliates / advertising partners may also use cookies.

6. FEES

6.1 Reservations, changes to reservations and cancellations may be subject to fees charged by Hotel MdA to the Customer based on the type of reservation, the date of the reservation (or the applicable change or cancellation) and the applicable rate, which will be disclosed at the time the Customer makes the reservation. Hotel MdA may also charge the Customer additional fees for changes or cancellations.

6.2 Fees are due for each booking made in consideration of Hotel MdA providing its online booking services to the Customer and are debited when the Customer pays for the booking.

6.3 The fees owed by the Customer to Hotel MdA in connection with a booking are non-refundable if the Customer does not use or enjoy the contracted goods and/or services, or for any other reason not attributable to Hotel MdA, unless the Customer cancels the booking under the terms (including the deadline) described in the General Terms and Conditions or the Booking Terms and Conditions.

7. ACCOMMODATION

7.1 The characteristics of the hotel and accommodation are those described in the booking. However, as the photographs of the hotel were not taken on the day the Customer made the booking, there may be minor differences between the photograph and the reality on the day the Customer uses the services contracted for, which shall not give the Customer the right to modify the contract.

7.2 The prices quoted are per room but may be quoted per person or according to other characteristics, which in any case will be duly indicated on the Website at the time of booking. If it is possible to make a reservation for more people than the normal capacity of the accommodation, it may be necessary to add an extra bed, which may not be of the same comfort and quality as the other beds in the accommodation, thus reducing its usable area. The same may apply to cot beds.

7.3 The diet and its specifics will be communicated to the Customer via the Website at the time of booking.

7.4 Unless otherwise stated in the Booking, the Booking is for accommodation only.

7.5 In the event that the Customer arrives with more people than indicated in the booking to use the accommodation, the Hotel may refuse entry, for which the Hotel shall not be held responsible.

7.6 In the event of overbooking (i.e. more bookings than accommodation available), the Customer expressly acknowledges and accepts that Hotel MdA may place the Customer in other accommodation in another hotel of the same category (in any case ensuring that the quality of the accommodation provided is not inferior to that of the accommodation booked by the Customer) at no additional cost to the Customer and without the Customer being entitled to any compensation or termination of the Contract.

7.7 As a rule, the Accommodation can be used from 3. 30 p.m. on the day of arrival and must be vacated before 12 noon on the day of departure (in both cases, at the local time of the respective Hotel). Staying in the Accommodation beyond the departure time may result in the payment of additional amounts, which shall be the sole responsibility of the Customer.

7.8 If the Customer does not arrive at the Hotel by 23:59 on the date of entry indicated on the booking voucher and does not inform the Hotel of their late arrival, the Hotel may disregard the booking and sell the Accommodation to a third party, for which Hotel MdA cannot be held responsible.

7.9 The Customer must comply with the hotel's internal rules of use, if any, and Hotel MdA cannot be held liable for any damage suffered by the Customer as a result of a breach of these rules.

7.10 The Hotel is not responsible for objects or documents that have not been left in its custody. However, the rooms have a safe for your personal use during your stay.

8. ARRIVALS AND DEPARTURES

8.1 Arrivals: Please let us know your estimated time of arrival. We will check you in from 15.30. If you arrive before 15.30, we will endeavour to store your luggage until you check in, but we cannot be held responsible for any loss or damage.

8.2 Departures: Check-out must be completed by 12 noon. We can store your luggage on request, but we cannot be held responsible for any loss or damage.

8.3 Check-in and check-out outside the specified times may be permitted at an additional charge, subject to availability.

9. PAYMENT

9.1 In order to take advantage of the booking, the Customer must pay the amount indicated on the booking form.

9.2 Some booking methods do not require payment in advance. In these cases, the booking will only be considered valid once a credit card has been provided. However, the property reserves the right to pre-authorise the card used to make the booking for the amount of the booking. This is a routine procedure to verify that the card is valid and has not been reported lost or stolen. The amount will be held temporarily by the bank and returned in full a few days later.

9.3 Guests must indicate their preferred bed type prior to arrival. This includes requests for extra beds and the number of adults and children under the age of 12. Guests over the age of 12 will be treated as adults. Please note that an extra bed is not as comfortable as a normal bed.

9.4 This information must be specified in the "Special Requests" box on the booking form and is subject to confirmation by the Hotel.

9.5 Payment of the total amount of the reservation must be made at the time of check-in or upon receipt of the keys.

9.6 Once your booking has been confirmed, you will receive an email with details of your stay (booking number, arrival and departure dates, number of guests and rooms and deposit). The balance must be paid 48 hours before arrival, upon check-in or upon receipt of the key, depending on the terms of the booking.

9.7 Reservation: Non-refundable

The client/guest must pay the full amount at the time of booking.

The Customer/Guest must pay the full amount in the event of cancellation at any time.

For the Non-Refundable rate, there will be no refund of the prepaid amount.

9.8 Group bookings (four or more rooms)

For group bookings, the Hotel shall charge a non-refundable deposit of 50% of the total amount of the booking, payable by credit card of the client/guest.

9.9 Long-stay bookings (four or more nights)

For Long Stay bookings, the Hotel will charge the Customer/Guest's credit card a non-refundable deposit of 50% of the total amount of the booking.

9.10 Special Offers

Please refer to the terms and conditions of each special offer.

9.11. Payment of the Reservation may be made by the Customer in one of the following cases: i) on the Website, on the day of making the Reservation; or ii) at the Hotel, on the day of check-in (if this method is available for the type of Reservation made by the Customer).

9.12. If the Customer chooses to pay for the reservation at the time of making it, he/she must do so with a credit card of his/her own, from the list of issuers with which Hotel MdA collaborates and which is indicated on the reservation form, and the payment will be accepted by Hotel MdA within the limits authorised by the issuers.

9.13. Alternatively, if the Customer wishes to pay for the reservation only at the Hotel, he/she may do so under the conditions permitted by the Hotel and must inform the Hotel in good time of the means of payment accepted. However, when you make a reservation on the Website, Hotel MdA will always ask you to provide your credit card details as a guarantee for the reservation and Hotel MdA undertakes to debit it with the amount corresponding to the value of the stay only if: i) you do not arrive at the hotel on the check-in date indicated on the reservation voucher or ii) you cancel the reservation without the prior notice indicated on the relevant reservation voucher, which you expressly accept and authorise.

9.14. The credit card information provided by the Customer is protected by (Raccoon Pay), a subcontractor of Hotel Mestre de Avis, which complies with all the security mechanisms of the Hotel, in accordance with our Privacy Policy.

10. CANCELLATION

10.1 Cancellation of any reservation made through the website implies the loss, in favour of Hotel MdA, of any amounts paid by the Customer, unless otherwise expressly stated on the relevant booking voucher.

10.2 In cases of force majeure, duly proven by the Client, which require an early departure, with a date prior to check-out, or a cancellation of the reservation, Hotel MdA will issue the Client with a voucher for a future stay, scheduled according to the hotel's availability.

10.3 In the event of overbooking or force majeure, the Customer will be transferred to a hotel of the same or higher category at no additional cost. In these situations, the Customer shall not be entitled to any compensation or cancellation of the contract.

10.4 If Hotel MdA is unable to fulfil its obligations under the agreement for reasons for which it is not responsible, it must immediately notify the Customer of this impossibility. If the impossibility concerns an essential obligation, the Customer can terminate the contract without penalty or accept in writing an amendment to the contract and a possible price variation. The Customer must inform Hotel MdA of his decision within 4 working days of receiving the notification from Hotel MdA, and if he does not say anything, it will be understood that he agrees to the amendment.

11. BEHAVIOUR AND COURTESY

11.1 In accordance with Law No. 63/2017, the smoking of tobacco products and/or their derivatives, including electronic cigarettes, is prohibited on the premises of Hotel MdA.

11.2 Hotel MdA shall not be held responsible for the deterioration, destruction or loss of luggage or other items.

11.3 The HOTEL MdA reserves the right to expel customers who behave in an unfair, offensive or threatening manner towards other customers or employees.

11.4 No changes may be made to the layout of the furnishings in the rooms or common areas.

11.5 Dangerous items such as weapons, ammunition, explosives, flammable materials and psychoactive substances shall not be stored in the Premises.

11.6 It is not allowed to sell items inside the HOTEL MdA.

11.7 During your stay, please refrain from making excessive noise that disturbs other guests and from any behaviour that is considered inappropriate.

11.8 Customers must respect the quiet hours: 22h00 to 07h00.

11.9 Children under the age of 12 must be accompanied by an adult throughout the hotel.

12. PETS

12.1 Pets are not permitted, except for guide dogs.

13. CAR PARKING

13.1 There is a charge for parking which must be booked and confirmed by the hotel.

14. INTERNET ACCESS

14.1 Free WI-FI access is available throughout the hotel.

15. COMPLAINTS

15.1. Any shortcomings in the performance of the contract in relation to services provided by third parties must be notified in writing to Hotel MdA within a maximum of 20 working days of the end of the services contracted by the Customer.

15.2. In the event of a claim for non-compliance with the services contracted with Hotel MdA, the Client may invoke the guarantee provided for by current legislation (provided that the claim is based on non-compliance with the obligations whose fulfilment is guaranteed by the said guarantee), and to this end must request Turismo de Portugal, I.P. to invoke the guaranteeing entity, presenting:

- i) A final court judgement stating the amount of the debt due, which is certain and net.
- ii) An arbitration award.
- iii) A request for the intervention of the Arbitration Commission, in accordance with the applicable legislation, accompanied by proof of the alleged facts.

16. RESPONSIBILITY

16.1. To the extent permitted by applicable law, Hotel MdA shall not be liable for any damage caused by unforeseen circumstances or circumstances beyond its control, including, expressly and by way of example: network delays or blockages, interferences, interruptions, viruses, malfunctions and/or interruptions in the operation of the Website or in the Customer's computer equipment and facilities, or any other anomalous operation of the Booking Service due to causes beyond its control that prevent the Booking from being made.

16.2. The Customer shall be liable to Hotel MdA in accordance with the law.

17. PERSONAL DATA

17.1 When filling in the Booking Form, the Customer will be asked to provide certain data that may identify him/her ("Personal Data"), which will be collected by Hotel MdA in accordance with the law and the provisions of the Website's Privacy Policy.

18. CONTACT

18.1 All communications or notifications under the Contract must be made using the details provided by the Customer via the online form. Any changes to the Customer's details and any communication or notification by the Customer to Hotel MdA must be made to the following contacts: geral@hotelmestredeavis.pt. or reservas@hotelmestredeavis.pt.

19. GENERAL PROVISIONS

19.1 The General Conditions apply only to the reservation of services made through the Website and are a complement to any "Special Conditions" and/or "Booking Terms and Conditions" agreed in writing between the Client and Hotel MdA regarding the subject matter of the Contract or referred to in a specific area of the Website for a particular product or service, including the proof of reservation ("Special Conditions" and / or "Booking Terms and Conditions"), which also form an integral part of the Contract.

19.2 In the event of any conflict, the provisions of the "Special Conditions" or "Booking Terms and Conditions", shall prevail over the General Conditions, and any additional written provisions specifically agreed between the Customer and Hotel MdA and signed by both and forming part of the Contract shall prevail over both.

19.3 Once the contract has been concluded, it can only be modified in writing by means of a document signed by the Client and Hotel MdA, which becomes an integral part of the contract.

19.4 The provisions of these General Terms and Conditions may be modified by Hotel MdA at any time without prior notice for future legal relations. You should therefore read them in full each time you make a booking, even if you use the website frequently.

20. APPLICABLE LAW AND JURISDICTION

20.1 The contract is governed by the laws of the Republic of Portugal.

20.2 For the resolution of any dispute arising from the validity, conclusion, execution, non-performance, cancellation or interpretation of the contract, the Court of Braga will have exclusive jurisdiction, without prejudice to the provisions of the law.