

# Terms & Conditions & GDPR

## 1. Terms and Conditions

AlbuarVillas.pt and AlbuarVillas.com are trade names owned by Albuar - Apartamentos Turísticos, Lda. These Terms and Conditions, Essential Information, Health and Safety information, Privacy Policy, together with the information contained on our website, and any information provided to you in writing before we confirm your reservation, form the basis of your contract with to Albuar - Apartamentos Turísticos, Lda.

You should carefully read the terms defined here, as they determine the rights and obligations of both parties (Albuar - Apartamentos Turísticos, Lda and the client).

## 2. Your contract with us

When making a reservation with us, the customer recognizes and accepts all the terms and conditions set forth herein and assumes the responsibility of honoring them, both individually and on behalf of each person accompanying him in the reservation. To be able to make a reservation with us you must be over 21 years old.

A contract is established between the parties (Albuar - Apartamentos Turísticos, Lda and the client) when any of the following conditions are met:

2.1 The customer accepts our written quote, and pays the respective deposit to us (see the "Payment" clause), or when the customer makes the full payment for the reservation, if it is made less than 42 days before the departure date or the customer chooses to do so at the time of booking;

or

2.2 When we send the booking confirmation to the customer by email.

You should be aware that we do not accept any responsibility for services that are not listed in writing in the booking confirmation sent by email to the customer.

These Booking Terms and Conditions, as well as any agreements between us and the customer, are governed in all their aspects by Portuguese law. Both parties agree in advance that any disputes, complaints or any other issue between themselves or arising out of their reservation contract, will be resolved by the Courts of Portugal.

## 3. The price of your vacation

Services included in the accommodation rate:

3.1 Price of accommodation for the defined period;

3.2 Cleaning service once (after one week);

3.3 Change of towels twice a week (in the middle of the week and after one week);

3.4 Change of sheets once a week (after one week);

3.5 Consumption of water, electricity, gas, pool and garden maintenance.

Services not included, but available for an extra fee:

3.6 Pool heating (when applicable);

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3.7 Hotube / Jacuzzi (when applicable);

3.8 Cot (0 - 2 years old);

3.9 Baby chair (0 - 2 years old);

3.10 Welcome basket.

We reserve the right, at any time, to correct the price of unsold accommodation, as well as to correct any errors in the prices of confirmed reservations.

In case of changes in the legislation or taxation applicable to our services, namely the VAT rate, these will be reflected in the final price of your vacation.

### 4. Booking conditions

4.1 We will send the Traveler Registration Form by email as soon as the customer makes a reservation.

The reservation form must be duly completed by the customer;

4.2 Flight data, when applicable, must be indicated to us when booking;

4.3 The number of people who will occupy the accommodation cannot exceed the number of people identified in the booking confirmation;

4.4 Unless otherwise indicated in the accommodation details, the holiday home must be occupied from 16.00 on the day of arrival, and departure must take place by 10.00 on the day of departure. The cleaning of the holiday homes can take a considerable number of hours on the day of arrival, which means that the cleaning lady may still be finishing the cleaning, if the customer arrives before 16:00. On the day of departure the cleaning lady will be able to arrive at the holiday home as early as 10 am;

4.5 We recommend that you purchase travel insurance prior to your departure;

4.6 We are not responsible for lost or stolen objects inside or outside our holiday homes;

4.7 No animals are allowed to stay in our holiday homes (unless previously authorized by us in writing);

4.8 Attention: same sex groups or groups of young adults (aged 18-21 years), will only be accepted exceptionally by deposit of damage deposit;

4.9 All groups of the same sex (regardless of age) or mixed groups of young people (5 or more people), will have to pay a deposit of € 150.00 / person or per maximum number of beds (whichever is greater), which will be included in the value of your reservation, and is due with the final payment of the reservation;

4.10 The amount relating to the deposit will be returned to the customer within one week of the departure date (aka check-out), less any deductions, if applicable;

4.11 In the event that the security deposit proves to be insufficient to fully cover the costs of damages and losses, we reserve the right to charge the differential amount immediately;

4.12 Minimum stay: one week (7 days).

### 5. Breaks and damage

We charge a security deposit which will be added to the last payment, and which will be refunded up to

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one week after departure (aka check-out), in case there are no breakages and damages.

Depending on the local accommodation, the deposit will be between € 50.00 and € 200.00.

### **6. Payment**

Payment for the reservation can be made as follows:

6.1 Deposit of 25% of the total amount, upon booking;

6.2 Final payment (in the amount of 75% of the reservation amount) must be paid up to 42 days before the arrival date;

Please note that last minute bookings within 42 days of the arrival date must be paid in full.

All payments must be made in Euros by credit card, transfer or bank deposit in the account of ALBUAR - Apartamentos Turísticos, Lda.

If payments are not made within the deadlines set out in this clause, we reserve the right to treat the reservation as canceled by the customer (see the clause "If you wish to cancel your reservation").

### **7. Your Local Accommodation**

Local holiday accommodation is reserved exclusively for people whose name appears on the booking form and other people are not allowed to stay, unless this situation has been previously agreed in writing with us, and the corresponding additional fee has been paid (if applicable) applicable). If this provision is not respected, we will request that additional guests leave our local accommodation.

The client must leave the local accommodation, reasonably clean and tidy, on the date of his departure (aka check-out), so that we can prepare it efficiently for our next clients.

If it is necessary to carry out an additional cleaning, it will be charged locally.

### **8. Transfer of reserves**

In the event that one of the persons on the reservation is prevented from traveling, you may transfer your seat to another person (provided that you comply with the conditions applicable to the holiday reservation).

Prior notification of these changes must be communicated to us not less than 14 days before the arrival date.

### **9. If you want to change your reservation**

If you want to change your travel plans, after your reservation has been confirmed (for example, changing the departure date or booked accommodation), we will do our best to provide you with that change, however, this will not always be possible. Any request for changes must be made in writing by the person responsible for the reservation (person who made the reservation).

We inform you that the requested changes may be subject to additional costs, and that the corresponding amount will be informed so that you may or may not proceed with the requested change.

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If we are unable to accept the requested changes and the customer intends to cancel the reservation, the said cancellation will be treated in accordance with the terms applicable to cancellations by the customer.

### 10. If you want to cancel your reservation

It is possible for the customer to cancel his reservation at any time, as long as the person responsible for it does so in writing and sends us the cancellation request by email, extranet, albuarvillas.pt or albuarvillas.com.

Because cancellations incur costs for us, we inform the customer that the following cancellation costs will apply:

10.1 More than 42 days before the arrival date - loss of deposit;

10.2 Between 42 - 0 days before the arrival date - 100% of the total amount of the reservation.

Attention: Depending on the coverage contracted, you can request a refund of these cancellation costs under your travel insurance (if you purchased it).

### 11. Changes to the reservation by albuarvillas.pt or albuarvillas.com

In the unlikely event that we cancel or make any changes to your reservation, we will try to notify you as much in advance as possible.

From time to time, we may have to make changes, rectify inaccuracies or other details on our website, both before and after confirming the reservation.

In the event that we have made significant changes to your reservation, you will be notified by us as soon as possible, and you can choose to:

11.1 Accept the changes;

11.2 Changing your reservation (depending on availability). If the alternative is less than the amount originally paid to Albuar Villas, the difference will be returned.

11.3 If the change made implies a higher value, the customer must pay the difference;

11.4 Cancel the reservation completely, and be refunded the amount already paid.

Note: Significant changes are understood to mean the change of location or change of accommodation to a lower category. Please note that changing accommodation in certain circumstances is not a significant change.

### 12. Travel and Health Insurance

Albuar Villas does not provide any type of travel insurance.

It is strongly recommended to obtain travel insurance that covers the entire stay. It is up to you to ensure that the insurance coverage you have purchased for yourself and all members of your group, fits your specific needs.



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You should carefully read the terms of your policy and bring it with you on your vacation.

If you choose to travel without travel insurance, we are exempt from any liability, in the event that you suffer accidents or losses, which would be covered by said insurance, if you had acquired it.

### **13. Special requests**

You must inform us when making your reservation with us, if you have special requests. Although we strive to comply with such requests, we regret to inform you that this will not always be possible for us, and therefore cannot be considered as a breach of contract on our part.

### **14. Disability and medical conditions**

If any of the people on your reservation suffer from a medical condition that may affect their vacation, the person responsible for the reservation must inform us in advance so that we can determine if the accommodation chosen meets the conditions necessary to accommodate that person.

The client must inform us in writing when making his reservation of any medical conditions or limitations due to physical incapacity on the part of members of his group, which may affect his stay.

### **15. Behavior**

In the event of improper behavior on the part of the client or any member of its group that endangers the physical and moral integrity of others, causes damage to property, or does not respect local laws and customs, we reserve the right to cancel your vacation right away.

In this case, we are exempt from any financial or other liabilities, arising from their acts, being the client's full responsibility to cover all costs or expenses incurred, as well as face the legal consequences, for their behavior.

### **16. Force majeure**

We cannot accept liability or pay any compensatory damages when, due to unforeseeable and unavoidable circumstances due to force majeure, we are prevented from complying with our contractual obligations. Such events may include, but are not limited to: war or the threat of war, riots, civil war, significant risks to human health, such as outbreaks of serious illness at the travel destination, actual or potential terrorist activity, labor conflict, natural disasters, adverse weather conditions, fire or force majeure events beyond our control.

### **17. Complaints**

In the unlikely event that a problem occurs during your vacation, the customer must notify us immediately, through one of our representatives, or directly at our office, so that we can rectify the situation. Once notified, we will immediately investigate the reported issue and inform the customer of

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the time necessary to proceed with its rectification.

Compensatory compensation claims will only be considered when it is proven that the problem reported by the customer had a prolonged negative impact on his vacation. Our responsibility in all cases is limited to the cost of the vacation contracted with us.

This establishment has a physical and electronic complaints book.

### 18. GDPR - General Data Protection Regime

#### 18.1 General framework

After May 25, 2018, the GDPR or General Data Protection Regulation comes into force. This new regime replaces all data protection legislation, adding new requirements to standardize all legislation in EU Member States, particularly in relation to online activity.

In view of this new legislation, albuarvillas.pt and albuarvillas.com, we have taken all measures in order to guarantee compliance with this community standard, also guaranteeing the legality, justice and transparency with which the personal data of the users of the Albuar Villas platform are collected, used and treated.

#### 18.2 Privacy policy and data processing of albuarvillas.pt and albuarvillas.com

We collect some data, about its users, which are absolutely essential for making online reservations by filling in forms. These personal data are Name, Email and Telephone Contact. The data collected by Albuar Villas are only used within the strict scope of making reservations for local accommodation, and are not any entity or organization other than those strictly involved in this process (namely, contracted service provider), excluding entities empowered by the judiciary for that purpose.

#### 18.3 What data do we collect?

We collect data relating to your contact and which are absolutely essential to be able to continue to pursue the object of our activity which is to make local tourist accommodation reservations for our customers. These data are, name, email and telephone contact. Sometimes, in cases of returns, the IBAN and, or bank NIB will be requested.

#### 18.4 When do we collect this data?

We collect data when you register on our platform, when you fill out a contact form or request a reservation. All email information when originating in an email, or phone originating from a call from you, are not collected or will be integrated into any database.

#### 18.5 How do we use this information?

We use this data to personalize your experience, to contact you as part of your request and to create a response that best meets your expectations and requirements. We only provide this data in the strict scope of your request and the purpose of our activity. In our specific case, we only transmit your data within the strict scope of the responsibilities to the Portuguese authorities, SEF - Emigration and Borders Service.

#### 18.6 - How do we protect your data?

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Our platform uses the highest standards against vulnerabilities such as firewall and SSL certificates that encrypt all information. We also only communicate via professional email from Google.

**18.7 - What are the online payment methods?**

We use payment methods by bank transfer, Paypal and secure credit card payments.

**18.8 - How do we use Cookies?**

We use Cookies to:

**18.8.1** improve and simplify your experience on the platform, allowing the auto-filling of fields in forms;

**18.8.2** we also use cookies so that the platform can memorize your preferences (favorites) on future visits;

**18.8.3** allow the collection of analytical data on the quantity and quality of traffic on the platform using the Google Analytics service.

**18.9 - How is direct contact by phone, email or paper support processed? Principles of our privacy policy**

**18.9.1 Consent** - By filling in a registration, contact, reservation request or accommodation configuration form the user consents to the terms of use and privacy policy contained in this document. This consent is expressed by ticking an existing box on each of these forms, without which the sending of information is prevented;

**18.9.2 Consultation** - Any user of the Albuar Villas platform can request and send information about the data collected and how they were used. You can request this information via email [albuar@hotmail.com](mailto:albuar@hotmail.com) Our EPD will be happy to provide you with all the information you request;

**18.9.3 Forgetting** - Any user of Albuar Villas can request the complete forgetting of the information provided by using the platforms [albuarvillas.pt](http://albuarvillas.pt) or [albuarvillas.com](http://albuarvillas.com), with the removal of all information related to that user. The request for forgetting by part of a user will be immediately executed by our EPD and information will be provided to the user;

**18.9.4 Portability** - Portability means that a user can request the file where their data is stored. Whenever this file is requested, it will be sent to the respective user after he has properly proven his identity;

**18.9.5 Opposition** - Right of opposition means that the user allows Albuar Villas to keep the data provided by the use of the platforms [albuarvillas.pt](http://albuarvillas.pt) or [albuarvillas.com](http://albuarvillas.com) but does not allow that data to be transmitted to any entity external to Albuar Villas;

**18.10 Access Control** to the Albuar Villas database has appointed a person responsible for controlling access to data provided by users of the platforms [albuarvillas.pt](http://albuarvillas.pt) or [albuarvillas.com](http://albuarvillas.com);

**18.11 Data treatment record** - Albuar Villas keeps a data treatment record (not applicable because the platforms [albuarvillas.pt](http://albuarvillas.pt) or [albuarvillas.com](http://albuarvillas.com) do not process data for campaigns, segmentation, etc.);

**18.12 Applicable law**

In the event of a dispute, the applicable law is that of republica Portugue sa. In the event of a dispute, the consumer may resort to an Alternative Dispute Resolution Entity for consumption. More information at Portal do Consumidor [www.consumidor.pt](http://www.consumidor.pt) (Law nº144 / 2015)

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### 19. Accuracy of information

We strive to ensure the accuracy of the information contained on our website and in the description of our services, however we cannot guarantee its absolute correctness, since they are likely to contain errors or omissions.

Last review date: 30/11/2020

