

## **Article 1 Definitions**

The following words shall mean the following in each case in the reservation\ booking agreement:

### **Landlord or lesser**

The person who represents Quinta Rosa in the conclusion and execution of contracts and reservations. Legally represented by Mrs S. Rosbergen, further referred to as "Owner" or "Quinta Rosa".

### **Guests**

The natural or legal person(s) who has entered into an agreement with a Quinta Rosa, also referred to as "client" or "user".

### **Main guest**

The person who has booked (also on behalf of other guests) at Quinta Rosa.

The principal guest should be over 18 years of age and is responsible for his/her fellow guests.

### **Booking\ letting agreement**

A contract between Quinta Rosa and a guest regarding a service to be provided by Quinta Rosa at a price to be paid by the guest. Instead of the term reservation, the term agreement is also used.

### **Service**

The overnight accommodation provided by Quinta Rosa in " Casa do Campo" or "Casa Roxa" at a price to be paid by the guest, including what is related to it as one might reasonably expect from a landlord.

### **Reservation value\ letting fee**

The value of the agreement concluded with the customer, including any tourist tax and V.A.T. Cleaning costs are not included.

### **No-show**

Failure, without cancellation, to show up at the time of the agreed arrival. The guest will not use the service to be provided.

### **Cancellation**

The written notification from the client to Quinta Rosa that the booking will not be used in whole or in part

OR the written notification from Quinta Rosa to the client that one or more agreed services will not be provided in whole or in part.

## **Article 2. Applicability**

**2.1** These terms and conditions apply to all guests of Quinta Rosa, Alpiarca, Portugal. The terms and conditions apply from the moment of reservation until departure at Quinta Rosa. The guest agrees to the terms and conditions by paying (part of) the reservation value. The terms and conditions are sent with the confirmation and can be found on the website. On request, a copy of the Terms and General Conditions will be provided free of charge.

**2.2** Unless otherwise stipulated by rules of international private law, the conditions are exclusively governed by Portuguese law.

All disputes arising from the user agreement or these conditions shall be settled in the first instance by the competent court in Portugal, insofar as rules of international private law do not provide otherwise.

**2.3** Neither party may assign its rights and obligations to third parties unless otherwise provided in these terms and conditions.

### **Article 3 General rights and obligations**

#### **Quinta Rosa's rights and obligations**

**3.1** Quinta Rosa is obliged to provide the agreed services on the agreed dates in the usual way, except if

- The guest has not yet paid the reservation value (in full) -or-
- The guest arrives with more people than agreed upon - or-
- The guest brings pets anyway - or-
- Quinta Rosa ascertains that the booked stay will not be for tourism but for commercial purposes - or-
- The guest is under the influence of alcohol or alcoholic beverages.
- The guests are under the influence of drugs - or-
- Quinta Rosa must cancel due to force majeure ( see article 11).

**3.2** Quinta Rosa is entitled (at any time and without notice) to terminate the service to the guest if the guest violates the house and/or behaviours rules, or otherwise behaves in such a way as to disturb the order and tranquillity of Quinta Rosa and/or its normal operation.

#### **Guests' rights and obligations**

**3.3** The guest is obliged to comply with the house and conduct rules in force in Quinta Rosa and to follow Quinta Rosa's instructions. Quinta Rosa must display the house and conduct rules in a clearly visible place or provide them in writing. Reasonable instructions may be given verbally.

**3.4** Guests are obliged to co-operate with reasonable requests from Quinta Rosa as part of its legal duties regarding safety, identification, hygiene and minimising nuisance, amongst other things.

**3.5** All guests ( including children) are obliged to identify themselves to Quinta Rosa. The data of the ID cards and passports must be communicated by Quinta Rosa to the SEF (legal obligation Artigo 212.º - Identificação de estrangeiros).

**3.6** Guests must have a permanent place of residence or domicile.

**3.7.** The contract is always concluded for an exact number of guests. If the number of guests is higher than agreed, the owner may refuse entry to the additional guests.

### **Article 4 Rates\Tariff\Prices**

QUINTA Rosa PRICES	2024	2025
<b>Casa do campo</b> April May September October	€ 180,00	€ 200,00
<b>Casa do Campo</b> June July August	€ 200,00	€ 220,00
<b>Casa Roxa</b> April May September October	€ 150,00	€ 170,00
<b>Casa Roxa</b> June July August	€ 170,00	€ 190,00
Final cleaning CdC	€ 75	€ 75
Final cleaning CR	€ 50	€ 50

**4.1** Rates include gas, water\*, electricity\*, VAT, bed linen and towels. Of course, there is free use of Wifi and free parking in the enclosed grounds.

Rates do not include the cost of cancellation and/or travel insurance.

\*If the landlords find that energy or water consumption is carelessly handled by guests, they may charge a surcharge. ( For example, the guest leaves the air conditioner on while the doors are open, or they are not present. )

#### **4.2** Our rates are non-binding and subject to interim changes.

All entries on the Quinta Rosa website are considered to have been made in good faith and are always subject to interim changes. Quinta Rosa is not bound by apparent errors on its website.

### **Article 5 Booking and payment**

**5.1** No extra costs will be charged for reserving a stay at Quinta Rosa.

**5.2** The agreement can be entered into verbally, by telephone, in writing and by e-mail.

**5.3** After agreeing on the dates, Quinta Rosa will send a confirmation and an invoice. The booking confirmation will refer to these General Terms and Conditions. The General Terms and Conditions come into force after sending the reservation confirmation.

**5.4** The reservation is final after receipt of the down payment. The down payment amounts to 50% of the total amount. The deposit must be paid within 14 calendar days after receipt of the confirmation. If the deposit is not received on time, the reservation request will be cancelled by Quinta Rosa. The guest will be informed of this by e-mail.

**5.6** The remaining amount must be paid no later than 60 days before arrival.

**5.7** For reservations with an arrival date within one month, the total amount of the reservation must be paid immediately by the guest.

**5.8** It is not possible to pay by card at Quinta Rosa.

**5.9** Quinta Rosa may require the customer to pay a deposit.

Deposits received are properly administered and serve solely as security against damages and expressly do not count as revenue.

**5.10** All invoices, of Quinta Rosa, including invoices following cancellation or no-show, are due by the client at the moment they are sent to him, due at the moment they are presented to him. The client must ensure payment by bank, unless otherwise agreed within 14 days.

**5.11** If payment is not made, Quinta Rosa will send a one-off notice of default with a deadline of at least 14 days for payment. If the client remains in default, he/she must reimburse Quinta Rosa for all costs related to collection. The extrajudicial collection costs will be charged according to the law.

### **Article 6 Cancellation**

**6.1.** The following conditions apply for cancellation of the booking:

For cancellation 60 days or more before the arrival date; 7% cancellation fee.

If cancelled 59 days to 22 days before arrival date; 50% cancellation charge.

If cancelled 21 days or less before arrival date or in case of no-show; 100% cancellation charge.

<b>Deposit within 2 weeks confirmation Total amount must be paid 60 days before arrival date</b>	<b>Cancellation fees</b>	<b>restitution</b>
You cancel 60 days or more before the arrival date	7% cancellation fees	50% has already been paid. The refund will then be 43% of the reservation value
You cancel between 59 and 22 days before your arrival date	50% cancellation fees	100% has already been paid. The refund will then be 50% of the reservation value
<ul style="list-style-type: none"><li>You cancel between 21 days and the day of arrival itself</li><li>In case of No-show</li></ul>	100% cancellation fees	Provided 100% has already been paid, the guest still owes 0% of the reservation value. There will be no refunds.

**6.2.** Only at the discretion of the owner or manager (e.g. in case of emergencies) can the cancellation conditions be deviated from.

**6.3.** To be eligible for any refund, the cancellation must be communicated to the owner immediately by e-mail or telephone.

**6.4.** After consultation, the agreed amount will be transferred within two weeks.

**6.5.** If the guest decides to shorten the stay after arrival, the full booked length of stay will still be charged. There will be no refund in the event of early departure.

**6.6.** Quinta Rosa may cancel the contract in cases of force majeure, natural disaster, extraordinary weather conditions, fire, death of the owners or family, hospitalisation or unannounced sale. ( see article 10)

**6.7.** In any of these cases, the owner or manager will offer the guest an alternative as soon as possible. If no alternative is possible or the guest does not accept the alternative offered, a full refund will be made. Any other costs resulting from the cancellation will not be reimbursed by the owner.

**6.8.** In the event of a no-show, the client is obliged to pay the reservation value in all cases.

**6.9.** We always recommend taking out travel and/or cancellation insurance.

## **Article 7 Liability**

**7.1** The owner/manager cannot be held liable for personal injury or even death resulting from the stay in the accommodation. Nor can they be held liable for damage, loss or theft of guests' property.

**7.2** In the event of disputes, all (legal) costs shall be borne by the guests.

**7.3** All risks relating to a stay at Quinta Rosa are the responsibility of the guests.

**7.4** Damage and loss of movable and immovable property belonging to the owner should be reported immediately by the users to the owner(s)/manager(s) and compensated. ( see article 8, Damages)

**7.5** Quinta Rosa is not liable for disturbances in and around the accommodation such as power, water and technical installations failures, construction and/or road works in the vicinity of the accommodation that have not been announced in time. This also applies also to nuisance from agricultural work caused by neighbours and other residents.

**7.6** Quinta Rosa's liability is limited to the amount that can reasonably be insured.

**7.7** In acute situations (power failure, flooding, hot water failure or other serious defects) please contact the owners. They will try to solve the problem as soon as possible. Quinta Rosa is not liable for damage or inconvenience when the cause is third parties or utility companies, and defective equipment and when waiting for specialists to fix the problem.

## **Article 8 damage**

**8.1** Damage and loss of owner's movable and immovable property must be reported immediately by users to the owner(s)/manager(s) and reimbursed. ( see article 7.4)

List of prices in case of damage

Television	€ 250,00
Coffee machine	€ 50,00
Kettle/toaster	€ 25,00
Refrigerator	€ 300,00
Combi microwave	€ 250,00
Cooker	€ 300,00
Hairdryer	€ 35,00
House key	€ 25,00
Remote control gate	€ 50,00
Other remote controls	€ 50,00
Towel small	€ 5
Towel normal	€ 10
Towel large	€ 15
beach towel	€ 25
Lamps	Between € 25 and € 100

Damage to doors, floors or walls	From € 200,-
Damage to furniture caused by misuse, intent or carelessness	From € 125 to € 350
Damage to mattresses (including stains because the guest has removed the protection)	From € 125 to € 350
In case of extreme pollution additional cleaning costs will be charged	From € 100,-

## **Article 9 Complaints**

Of course Quinta Rosa does its utmost to provide guests with a carefree and unforgettable stay. Should there be a complaint despite our good care, they are happy to hear about it on the spot so they can resolve it immediately.

## **Article 10 Force majeure**

In the event of force majeure, both permanent and temporary, the owner(s)/manager(s) shall be entitled to dissolve or temporarily suspend all or part of the agreement without the guest(s) being able to claim compensation.

Force majeure shall include, but not be limited to: threat of war, war, rebellion, acts of war, strikes, boycotts, disruptions in the water or energy circuit, disruptions in traffic or transport, government measures, scarcity of raw materials, natural disasters and furthermore all circumstances, extraordinary weather conditions, and the death of one of the owners or close family members, etc. under which full or partial fulfilment of the contract cannot reasonably and fairly be required of the owner(s)/manager(s).

## **Article 11 Privacy**

The personal data provided or becoming known will be treated confidentially by the owner(s)/manager(s) and will not be made available to third parties.\*

\*With the exception of the mandatory communication of the name, date of birth, and ID number of guests to the SEF, in Portugal.

## **Article 12 Accompaniment**

**12.1** When you come as a family with a child with an intellectual disability, syndrome or ASD, Quinta Rosa will only rent "Casa do Campo" to you. For the peace and quiet of the family, "Casa Roxa" will not be rented.

**12.2** Per day you can hire a minimum of 2 hours and a maximum of 6 hours of my personal guidance for the established Dutch rate of personal guidance informal care. This will be invoiced separately. For this, Quinta Rosa and the client conclude a care agreement. This care is specifically aimed at the son or daughter with a disability.

The hours of guidance are agreed globally in advance, but are adapted to the final situation.

**12.3** The actual hours of guidance are communicated daily with the principal guest.

**12.4** At the end of the stay, Quinta Rosa will send an invoice for the total number of hours. The client guest is responsible for the payment of this invoice, even if it turns out that the amount is not (entirely) reimbursed through the client's insurance.

## **Article 13 House Rules and General Code of Conduct**

1. The minimum stay in Quinta Rosa is 3 nights, the maximum stay is 13 nights. Use of the cottage "Casa do Campo" by more than 6 people is not allowed. For " Casa Roxa" there is a maximum of 4 people.
2. Quinta Rosa is accessible 24 hours a day. Users are given a key and remote control for the gate. The cottage has its own entrance. Naturally, there is a silence period between 22:00 and 07:00 and guests should respect this.
3. Check-in is possible from 15:00 until 22:00 at the latest. Check-out can take place until 11:00 at the latest.
4. The use of Quinta Rosa by third parties is prohibited. Visitors are not allowed on the landlord's premises without permission.
5. Pets are not allowed.
6. Bachelor parties (or anything similar) are not allowed.
7. It is forbidden to use candles, tea lights or other open fire in the property. Also outside, open fire is absolutely forbidden (BBQ is allowed in the designated area for this).
8. The guest is expected to keep the peace and to use installations, buildings and furniture only for their intended purpose. The guest undertakes to leave the rooms in good condition.
9. Waste must be taken away on departure. There are large rubbish containers in the street.
10. The accommodation should be kept clean and tidy and left on time. If the rooms are very dirty on departure, the guest will be charged an additional cleaning fee.
11. Guests are requested to respect the decoration of the rooms. No changes and/or additions may be made to the interior and/or furniture, provided that they are agreed upon with the owner.
12. Guests must follow instructions from the owners.
13. It is forbidden to possess, use and/or deal drugs on the premises. Police will always be called in.
14. Prostitution and other prohibited activities are not allowed.

### **Smoking**

Smoking is not allowed anywhere indoors. Smoking is also not allowed in and around the swimming pool, especially on the artificial grass or on the lounge~beds.

Smoking is allowed on the terrace, provided it does not disturb the other guests and an ashtray is used and safety is not compromised. The terrace and garden must remain smoke-free.

### **Parking**

Guests can park their cars in the Quinta Rosa car park. Parking is at your own risk.

## **Damage**

1. Despite the fact that Quinta Rosa has chosen a particular target group ( children with disabilities), this does not mean that the destruction that they cause, for example during rage attacks, do not have to be compensated.
2. If you cause damage to appliances, furniture, sanitary facilities, floors, walls, doors, etc. you are obliged to report it immediately. The guest is always liable for any damage caused by him or fellow guests to the building, garden, furniture and other contents.
3. Any damage will be charged according to the prices in the table in Article 8. This obviously does not apply to normal wear and tear.

## **Swimming pool**

1. Showering is compulsory before entering the pool.
2. No glassware in the pool area
3. No food in and around the pool
4. No diving, it is too shallow
5. No smoking in and around the pool
6. use of the swimming pool is at your own risk.
7. There is no supervision, so keep an eye on your children

## **Other outdoor areas**

1. The main guest and his/her fellow guests may use the entire garden, as far as it is freely accessible. (Ball) games can only be played on the sports field.
2. The animals on the mini-farm can only be visited when accompanied by the owner's landlord. The animals may not be fed with food brought along.
3. The playground and sports field are freely accessible to all, but their use is always at your own risk.
4. The go-kart track can be opened upon request. Children here must be supervised at all times and respect the relevant rules:
  - Stay on the track with the go-kart;
  - Follow the direction of travel;
  - Bumping into each other is prohibited!

Any damage caused to the track or go-karts must be compensated by the guest.

The manager may deny and/or refuse entry to Quinta Rosa to guests in the event of a breach of these terms and conditions or inappropriate behaviour, with immediate effect, giving reasons but without refund. (See article 3).

## **Disclaimer**

Quinta Rosa is described on the website [www.gewoonopvakantie.nl](http://www.gewoonopvakantie.nl) and [www.quintaRosa.pt](http://www.quintaRosa.pt). This website has been compiled with the greatest care but there may be differences between the text and/or photos presented on the website and the actual situation on Quinta Rosa at the time of the visit by the guest(s). Guests cannot derive any rights from such differences.

Damage will only be compensated if it was caused intentionally or due to gross negligence on the part of our staff. We are not liable for indirect damage (for example if you are unable to work). Quinta Rosa is not liable for damage, loss or theft of personal property. Quinta Rosa is not liable for (permanent) injury or as a result of tripping, falling or bumping. As a parent you are always responsible for your child. Supervision in the swimming pool by parents is mandatory.

Upon request, a copy of the General Terms and Conditions / Rules of Procedure will be provided free of charge