



Dom Pedro
Lisboa

BUSINESS & LEISURE HOTEL

GRUPO SAVIOTTI
TERMS AND CONDITIONS OF USE

1. INTRODUCTION

When using the website hosted at www.dompedrolisboa.com ("site, or any information, data files, written text, graphics. Links, audio files or other sounds, photographs, video or other images (together "Contents"), resources and services, including newsletters (together "Contents" and "Services"), made available through, you are, as user or visitor thereof ("User"), agreeing to and accepting i) these Terms and Conditions of Use ("Terms and Conditions") and ii) the Privacy and Data Protection Policy, available at Privacy Policy.

The Site is owned by the company DPLISBOA – Investimentos Hoteleiros, S.A., a limited company with registered office at Rua Dr. Fernão Ornelas, 67, 2º Esq, in Funchal, with unique registration and legal person number no. 502628936, registered at the Commercial Register Office at Funchal, with shared capital of € 5.000.000,00 (DPLISBOA) an entity that is part of GRUPO SAVIOTTI.

Through the website, DPLISBOA gives the User access to its Services, including updates, developments, new tools, and/or new web properties, which are subject to these TERMS and CONDITIONS.

Travel and/or accommodation reservations can be made through the counterparty in contracts concluded through the website that have as their object the provision of tourist services, DPLISBOA is limited to providing the platform that allows contracting, via website, of services by the User.

2. USER OBLIGATIONS AND RESPONSABILITIES

2.1 DPLISBOA reserves the right to change these TERMS and CONDITIONS at any time, limiting itself to posting the changes online, with the User being solely responsible for checking and complying with them upon each case.

2.2 Use of the Site after the publication of changes constitutes acceptance of the wording in the TERMS and CONDITIONS.



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2.3 If the User does not agree with the changes made or, in general terms, with the TERMS and CONDITIONS, they must immediately stop using the website.

2.4 By accessing, using and downloading materials from the website, the User agrees, on their behalf and/or on behalf of the entity on behalf of which they are acting, to promptly comply with the provisions of these TERMS and CONDITIONS, guaranteeing that they have powers to on behalf of the third party you represent, if that is the case.

2.5 Access to the Services by any means other than the interface provided by DPLISBOA is expressly prohibited, as well as access (or attempted access) to the website and the Services through automated means(including the use of scripts or web crawlers) and also introduce any type of virus or programs that damage it to the website.

2.6 The use of the Site for purposes other than those for which the Site is intended is also expressly prohibited, including illegal purposes or any other that may be considered harmful to the image of GRUPO SAVIOTTI I the market.

2.7 Usurpation, counterfeiting, taking advantage of usurped or counterfeit content, illegitimate identification and unfair competition are criminally punishable.

2. USER ACCOUNT

3.1 In order to access certain Services and restricted areas of the website, the User may be asked to provide personal data, such as identification and contact details, as part of the process of creating the User's account on the website.

3.2 A valid email address must be provided as well as any other information necessary to complete the registration process.

3.3 The information provided must be true, updated, complete and accurate.

3.4 The User is responsible for the chosen password and its confidentiality.

3.5 If the User detects any illicit use of their user account, they must immediately inform DPLISBOA, without prejudice of the possibility to be held liable by DPLISBOA or by the third party, for the use the illicit use of the User account and password.

3.6 The User' account may only be used by a third party with that third party's knowledge and authorization.



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3.7 The User is exclusively responsible for any consequential damages or loss of profits caused by their illicit conduct when using the website, the Services and content therein.

3.8 If DPLISBOA deactivates or otherwise removes access to your user account, arising from the situations set out in the previous paragraphs, the User hereby declares that they understand and accept that they may be prevented from accessing restricted areas of the website, your user account details or any content therein.

4. DPLISBOA OBLIGATIONS AND RESPONSABILITIES

4.1 DPLISBOA reserves the right to:

- a) modify, add or remove parts of the TERMS and CONDITIONS;*
- b) modify or terminate the Services for any reason at any time without prior notice;*
- c) remove accounts whose content is unlawful, offensive, threatening, defamatory, pornographic, obscene or otherwise objectionable or that violates the proprietary rights of third parties of the TERMS and CONDITIONS;*
- d) modify, replace, refuse access to the website and Services, suspended, or discontinue them partially or completely.*

4.2 These changes take effect as soon as they are posted on the website or on the date of sending any notifications.

4.3 DPLISBOA undertakes to provide technical support to the User with the User's account.

5. INTELLECTUAL RIGHTS PROPERTY AND PERSONALITY RIGHTS

5.1 Ownership: all information and Services contained on the website and all data and information compiled by DPLISBOA (data files, written text, music, software, audio files, photographs, videos or other images) to which you have access through the Services or through DPLISBOA content when properly identified.



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5.2 The User is not permitted to modify, rent, lend, lend or sell, distribute or create a work based on the contents (partially or totally), unless expressly authorized, in writing, for this purpose by DPLISBOA or a third party that holds the respective intellectual property and personality rights.

5.3 The User acknowledges and agrees that DPLISBOA retains all intellectual property rights (whether these rights are registered and any part of the world where such rights may exist) relating to the Services.

5.4 DPLISBOA retains all rights not expressly granted to the User in these TERMS and CONDITIONS.

5.5 You further agree not to remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) that may be posted or contained in the Services.

BRANDS AND RELATED

5.6 Unless expressly authorized by DPLISBOA to do so, nothing in these TERMS and CONDITIONS gives the User the right to use any of the registered trademarks, trademarks, service marks, logo and domains and other distinctive characteristics of DPLISBOA or any other entity of this economic group.

SOFTWARE

5.7 DPLISBOA grants the User a personal, territorial, worldwide, free, non-transferable and non-exclusive license to use the reservations interface on the website as part of the Services provided (software).

5.8 This license has the sole purpose of allowing the use and enjoyment of the reservation service as made available on the website, as permitted in the TERMS and CONDITIONS.

5.9 The User is prohibited (nor may he allow third parties) to copy, modify, create a derivative work, carry out various engineering decompilation or in any way attempt to extract the code from the software source or any part that composes it, unless expressly permitted or provided for in applicable legislation or that the User has been specifically authorized, in writing, by DPLISBOA, to do so.



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5.10. The User is also prohibited from assigning (or granting a sub-license) their rights to use the software or, alternatively, transferring part of their right to use the software.

6. EXCLUSION OF WARRANTIES

6.1 *To the extent permitted by applicable law, the Services are provided as is and is available.*

6.2 *DPLISBOA does not offer any type of guarantee in relation to them and, in particular, DPLISBOA does not guarantee the User that:*

a) the use of Services meets your needs and expectations;

b) the use of Services is not interrupted, is not punctual, is not secure and is not error-free;

c) any information obtained as a result of The Services is accurate and reliable;

d) defects (if any) in the operation or functionality of software provided by the Services are corrected.

6.3 *No conditions, warranties, or other terms (including any implied terms regarding satisfactory quality, fitness for purpose or conformity with description) apply to the Services except to the extend expressly set out in these TERMS and CONDITIONS.*

6.4 *The User 'use of the website, the Services, as well as any materials downloaded or otherwise obtained using the Services, is at the User's sole risk and expense, and the Use is exclusively responsible for any resulting damages and profits losses caused by the equipment on which you use and view the website, the Services, and the materials available there.*

6.5 *Nothing on this TERMS and CONDITONS shall affect the rights provided for in applicable legislation to which the User is always entitled as a consumer, if in thar capacity he intervenes and interacts with DPLISBOA and which contractually he cannot agree to change or renounce.*

6.6 *No recommendation or information provided, whether oral or written, by DPLISBOA should be interpreted as constituting a guarantee of any kind, unless it is expressly provided for in these TERMS and CONDITIONS.*

6.7 *To facilitate User accessibility, DPLISBOA may include links to websites operated by third parties.*



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6.8 When using these links to third party websites, the User must review and accept the rules of that website before using it, accepting, at the same time, that DPLISBOA does not control the content of that website and cannot assume any responsibility for the materials created or published by these third parties websites. Furthermore, a link to a website that is not owned by DPLISBOA does not mean that DPLISBOA supports the website, or the products and services referenced there.

7. LIMITATION OF LIABILITY

7.1 To the extent permitted by applicable legislation, DPLISBOA assumes no liability to the User for any damages resulting from:

- a) any judgment of the User regarding the integrity, accuracy or existence of any advertisement or any relationship or any transaction carried out with any advertiser whose advertising is presented in the DPLISBOA newsletters services;
- b) any changes that DPLISBOA may take to the Services or any permanent or temporary cessation of the provision of services (or any functionalities of the services);
- c) the deletion, corruption or storage error of any content or other communications data maintained or transmitted by or through the use of the Services;
- d) direct or indirect violation of these TERMS and CONDITIONS
- e) failure to maintain the security and confidentiality of the User's password or account details;

7.2 DPLISBOA's liability for compensation for any consequential damages and loss of profits related to the Website and Services caused by DPLISBOA its representatives or auxiliaries is limited to cases in which it acts with intent or gross negligence.

7.3 If the User disagrees, in whole or in part, with the Website, the Services or these TERMS and CONDITIONS, they only have the right to stop using the website or the Services, as applicable, and to demand the cancellation of their User account .



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8. PRIVACY POLICY

8.1 *The Privacy Policy is available on the website.*

8.2 *The document contains an explanation of the procedures adopted by DPLISBOA and third parties that provide services through the website, within the scope of processing its user's personal data and protecting their privacy, when using the Website an Services.*

8.3 *The User hereby accepts that DPLISBOA collects and processes their personal data in accordance with the Privacy Policy.*

9. GENERIC PRIVISIONS

9.1 Prevalence

In the event of a conflict between these TERMS and CONDITIONS and other specific provisions on the Website relating to certain matters, these TERMS and CONDITIONS shall prevail.

9.2 Exercise of Rights

The non -exercise or immediate application of rights and provisions by DPLISBOA, provided for in these TERMS and CONDITIONS, should not be interpreted as a waiver thereof.

9.3 Completeness

The TERMS and CONDITIONS constitute the entire agreement between the User and DPLISBOA. regarding the use and consultation of the Website and Services, and regulate the use of these (excluding any Services that may be provided by DPLISBOA within the scope of any separate written contract) replacing, in full, any previous agreements established between the User and DPLISBOA in relation to the Website and Services.

9.4 Reduction

The invalidity, declared by a final court or arbitration ruling, of any its provisions, does not determinate the invalidity of the others, DPLISBOA reserving the right, if applicable, to modify the TERMS and CONDITIONS accordingly to compensate for the invalidity.



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9.5 Notifications, Communications and Complaints

Any Notifications, Communications from DPLISBOA to the User under these TERMS and CONDITIONS must be preferably made to the email address provided by the User in their User account, without prejudice to DPLISBOA being able to use other elements and forms of contact.

Any notifications, communications from the User must be made preferably done to the mail.

10. APPLICABLE LAW AND JURISDICTION

The TERMS and CONDITIONS as well as the User's relationship with DPLISBOA in accordance with them, are governed by applicable Portuguese laws.

The User and DPLISBOA agree to submit to the exclusive jurisdiction of the judicial courts of Lisbon, the resolution of any legal issues arising from the TERMS AND CONDITIONS without prejudice to the applicable mandatory legal standards.

Without prejudice to the provisions above, DPLISBOA may apply precautionary measures (or equivalent types of urgent legal compensations) in any jurisdiction



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GENERAL BOOKING CONDITIONS

1. Scope

1.1 These general conditions ("GENERAL CONDITIONS ") govern and are integral part of the service provision contract entered into through the DPLISBOA – Investimentos Hoteleiros,S.A., with unique registration and legal person number no. 502 628 936, with registered office in Rua Dr. Fernão Ornelas, no. 67, 2nd left, In Funchal, registered office at Commercial Registry Office of Funchal, with share capital of EUR: 5,000.000.00 and the Client who signs the contract ("Client"), whose purpose is to provide tourist accommodations reservation and services ("Accommodation") and subsidiary tourist services at the Hotel Dom Pedro Lisboa ("Hotel"), and also, when contracted, associated transport services requested by the Customer or proposed by the Customer ("Contract").

2.

2. RESERVATIONS

2.1 when booking any reservation, the customer must:

- a) correctly fill out the respective reservation form;
- b) indicate in particular the desired Accommodation and Transport (if applicable);
- c) departure, entry and exit dates;
- d) applicable tariff.

2.2 The reservation is always subject to confirmation of availability by DPLISBOA.

2.3 The choices made, personal data and payment information provided by the Customer are their sole responsibility, and the elements provided must be complete, true, and updated.



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2.4 Upon confirmation of the reservation details by the Customer, a reservation code is assigned that must be referenced in all contacts with DPLISBOA, giving the Customer the right to travel services contracted with DPLISBOA, under the terms described in the respective reservation proof and in the Contract, after payment in accordance with section 9 below.

2.5 When only Accommodation has been booked, the Customer is fully responsible for obtaining and/or hiring means of transport that allow them to enjoy the contracted services, without prejudice to the Customer being able to hire this service from DPLISBOA independently (if available and as long as the latter accepts it).

2.6 Likewise, the Customer assumes full responsibility for possessing and/or obtaining the necessary documents (such as identification documents, authorizations, visas and vaccination certificates) for entry the country and/or location of the Hotel, Accommodation or where you will stop during the purchased trip and must inform yourself in advance about this when you have booked only Accommodation.

2.7 DPLISBOA does not assume any responsibility for the refusal to grant visas or entry permission to the client in any country, in this case the provisions of section 10 below will apply.

2.8 The organization of "packed trips" is carried out by DPLISBOA, unless otherwise stated in the respective travel program.

2.9 For the purpose of hosting/travelling a minor, when not accompanied by their parents, a declaration authorizing accommodation/travelling signed by both parents, with recognizes signature, must be presented, accompanied by an authenticated copy of the documents of both parents and a certificate of birth of the minor.

2.10 Due to special regimes and rates that exist for children (which vary depending on age), the service provider and travel dates, DPLISBOA advises that the Customer obtain prior information from them before making a reservation.

2.11 No refunds are due for goods and/or services that, although made available to the Customer, the Customer chooses not to enjoy or use.



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3. BENEFITS, PROMOTIONS and DISCOUNTS

3.1 Depending on the agreements concluded by DPLISBOA with third parties ("Partners") and which are in force on the date the reservation is made by the Customer, the Customer may have access to discounts and special rates ("Benefits") when making the reservation, provided that he is fully legitimized by the Partner to obtain the Benefits and correctly enter your identification number.

3.2 DPLISBOA reserves the right to contact the Partner to obtain confirmation regarding the applicability of the Benefits to the Customer.

3.3 In addition to the provisions of point 3.1 above, DPLISBOA may carry out on the Website, with a limited time scope, or not, certain promotions ("Promotions ") and discounts ("Discounts").

3.4 The following conditions apply to Benefits, Promotions and Discounts:

a) to benefit from certain Promotions and/or Discounts, the Customer may be asked to enter the promotional code ("Promotional Code"), or pay in advance the reservation;

b) Benefits, Promotions and Discounts are subject to a confirmation of availability.

c) DPLISBOA reserves the right to cancel the Benefits, Promotions and/or Discounts or to reject the Promotional Code when the total value of the promotional codes already exceeds a certain financial value (namely by anyone other than their holder/beneficiary;

d) Benefits, Promotions and/or Discounts are only valid for reservations made through the Website and cannot be transferred to third parties.

3.5 In the event of cancellation or non-use of a reservation made within the Scope of Benefits promotions and/or Discounts, the value of the Benefit, Promotion and/or Discount will not be refunded, nor will it be guaranteed to be reapplied to another reservation.

3.6 If there is a change, in the Customer's initiative, to the characteristics and/or ownership of a reservation made within the scope of a Benefit, Promotion and/or Discount, the Customer may lose the benefit/perk granted by the reservation applying, in the case of withdrawal, the provisions of section 10 below.



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3.7 The use of fraudulent mechanisms to obtain Benefits, Promotions and/or Discounts makes the Customer liable in general terms and gives DPLISBOA the right to choose between i) the application of the rate without the discount and ii) the termination of the contract, equivalent to this resolution, regarding the consequences arising from it, the termination of the contract by the Customer in accordance with paragraph 1 of section 10 below, and without prejudice to DPLISBOA's right to be compensated for all the damages suffered.

3.8 DPLISBOA reserves the right to unilaterally cancel and/or change the Benefits, Promotions and/or Discounts at any time.

4. TAXES

Unless explicitly stated otherwise, the price of the reservation also includes the legally owed taxes (including VAT) that will be charged by DPLISBOA to the Customer together with the reservation at the legal rate in force, depending the legal rate in force, depending on the services contracted.

5. FEES

5.1 Making reservations, changes to them and cancellations may be subject to the payment of fees charged by DPLISBOA, calculated depending on the type of reservation, the date of its completion (or the respective change and cancellation) and the applicable tariff , the disclose at the time the reservation is made by the Customer.

5.2 Fees are due for each reservation made, in return for the provision of online reservation services by DPLISBOA to the Customer, and are debited at the time of payment for the reservation by the Customer.

5.3 Fees owed by the Customer to DPLISBOA within the scope of a reservation are not refundable if the Customer does not use or enjoy the Contracted goods or services, as well as for any other reason not attributable to DPLISBOA, except if the Customer cancels reservation under the Terms (and deadlines) contained in these " General Conditions".

5.4 If airport taxes are to be paid, they must be paid at the time of booking locally at the airport, where they are required, and are not included in the ticket price.



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6. Changes

6.1 The Customer may make changes to “organized travel” reservation under the following terms and conditions:

a) ownership

The Customer may transfer the reservation, as long as he informs DPLISBOA, in writing, at least 7 (seven) days in advance regarding i) departure date or ii) the date of entry into the Accommodation and also provided that such transfer is possible in terms of regulations applicable to the situation;

b) other changes

Any other changes to reservations, other than those referred to in the previous paragraph, require the express agreement of DPLISBOA, and may imply changes to the price and/or be subject to the payment of fees, calculated depending on the type of reservation, the date of change and the applicable tariff. The advance notice is extended to 15 (fifteen) days in the case of cruises and long-haul air travel.

In any case, the assignor and assignee are jointly and severally responsible for paying the price and additional charges arising from the assignment.

6.2 The provisions of point 6.1 paragraph b) above apply to changes requested by the Customer’s to any reservations made through the Website (and which are not organized trips).

6.3 Without prejudice to the provisions of point 6 above, DPLISBOA may make changes to an “organized trip” booked by the Customer up to 20 (twenty) days from the schedule departure date and indicated on the booking receipt , if the change concerns solely the price and result from an increase in the cost of transport or fuel, duties, taxes and charge or exchange rate fluctuations with the price changing in the proportion to the increase in taxes or fees charged or the exchange rate in force at the date of booking, as applicable



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7. ACCOMMODATION

7.1 The characteristic of the Hotel and Accommodation are those stated in the reservation.

7.2 The photographs on the Website were not taken on the day the booking was made by the Customer, meaning that there may be non- substantial differences between the photograph and the reality on the date of enjoyment of the Services contracted by the Customer, a fact that does not give the latter the right to any modification of the contract.

7.3 Prices are presented per room but may however be presented per person or according to other characteristics that will always be duly indicated on the Website when making a reservation.

7.4 If the Customer wishes to make a reservation for a number of people greater than the accommodation's normal capacity, an extra bed may be placed (which does not have the comfort or quality of those of the Accommodation); reducing its usable area, the same goes for children's bed.

7.5 Dietary regime and their specificities must be communicated by the Customer through the website when making a reservation.

7.6 If nothing is mentioned in the reservation, the meal plan does not include any meal.

7.7 In reservations that include meals, those that coincide with the duration of the flight, transportation to and from the airport or waiting between flight connections are not included.

7.8 the group, category, and name of the Hotel where the Accommodation is located are determined by the legislation of the host State.

7.9 If Customer shows up with more than those indicated in the reservation to use the Accommodation, those responsible for the Hotel may refuse their entry, a situation from which DPLISBOA cannot be held responsible.

7.10 When there is an overbooking situation (i.e. a number of reservations greater than the available accommodation) in the Hotel where the Accommodation reserved by the Customers is located, the Customer expressly recognizes and accepts that DPLISBOA may place him in another Accommodation in the same Hotel or another Hotel of the same category (ensuring that the quality of the Accommodation provided is not inferior to the Accommodation reserved by The Customer) without additional costs for the latter and without, for this reason, being entitled to any compensation or termination of the Contract.



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7.11 As a rule, the Accommodation can be used from 2pm on the day of the arrival and must be left before 12pm on the day of the departure (in both cases at the local time of the respective Hotel).

7.12 The Customer's stay in the Accommodation beyond the scheduled departure time may lead to the payment of additional amounts for which the Customer is solely responsible.

7.13 If the Customer does not arrive at the Hotel by 11:59pm on the check-in date indicated on the booking receipt, the Hotel reserves the right to disregard the reservation and sell the Accommodation to third parties, and DPLISBOA cannot be held responsible for this fact.

7.14 The Customer must comply with the Hotel's internal regulations for use, if any, and DPLISBOA cannot be held responsible for losses suffered by the Customer because of its violation.

8. TRANSPORT

8.1 Since most airlines guarantee the prices of air tickets for a period not exceeding 12 (twelve) hours, the rates available on the Website are subject to confirmation by DPLISBOA after the reservations has been made by the Customer, and its price varies due to the time interval between making the reservation and purchasing the ticket.

8.2 All aviation fares presented are associated with rules that relate not only to acquisition conditions, but also to changes after issuance and cancellations, the content of which is made available by DPLISBOA and which the Customer must be aware of, being responsible for full compliance with them.

8.3 Arrival and departure times are indicated in the local time and the respective destination and are determined according to airline schedules and are therefore subject to change.



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9. PAYMENT

9.1 *The Customer must pay the amount indicated on the reservation form as a prerequisite to be able to enjoy the contracted reservation.*

9.2 *Payment must be made by the Customer:*

a) *on the Website;*

b) *on the date of making the reservation;*

c) *at the Hotel, on the date of entry into the Accommodation (if this modality is available for the type of reservation made by the Customer).*

9.3 *If the Customer chooses to pay for the reservation when making the reservation, they must do so using a credit card belonging to them, within the limits authorized by the issuing entity.*

9.4 *Alternatively, if the Customer wishes to pay for the reservation only at the Hotel, he or she may do so under the terms permitted by the Hotel, and the Customer must inform the latter or DPLISBOA in good time about which payment methods are accepted.*

9.5 *Notwithstanding the provisions of the previous paragraphs, you will always be asked by DPLISBOA, when booking on the Website, for information about your credit card, for the purposes of guaranteeing the reservation, with DPLISBOA committing to debit it by the value corresponding to the value of the first night and only if i) the Customer does not show up at the Hotel on the check-in date indicated on the booking receipt or ii) if the reservation is cancelled without the advance notice stipulated on the booking receipt, which the Customer, from now on, expressly accepts and authorizes.*

9.6 *the credit card information entered by the Customer is protected by DPLISBOA, in accordance with its Privacy and Data Protection Policy.*



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10. CANCELLATION

10.1 When you have booked an “organized trip” and only in this case, the Customer may at any time cancel the reservation and terminate the Contract as long as they communicate this to DPLISBOA by the departure date indicated on the booking receipt, in which case you have the right to a refund of the amounts paid for the reservation made, deducted from the following amounts:

a) management expenses – administrative expenses incurred by DPLISBOA in obtaining the reservation and cancelling it;

b) cancelation costs – non-refundable cancellation costs, charged to DPLISBOA as the company operating the Hotel or by other services providers (airlines, touristic guides, etc);

c) cancellation penalty – penalty for cancelling the reservation, not exceeding 15% (fifteen percent) of the amount paid by the Customer.

10.2 DPLISBOA reserves the right to cancel an “organized trip” if the number of participants is less than the minimum required for its completion, and for this purpose, it must inform the Customer at least 5 (five) days before advance.

10.3 The cancellation of any reservations made through the Website, which are not “organized trips” implies the loss, in favour of DPLISBOA, of any amounts paid by the Customer, unless the contrary is expressly stated in the proof of reservation.

11. IMPOSSIBILITY OF COMPLIANCE

1.1 When, for reasons not attributable to it, DPLISBOA is unable to fulfil arising from the Contract, it must immediately notify the Customer of this impossibility.

1.2 When it is impossible to comply with essential obligations, the Customer may determine the Contract without any penalty or accept in writing the change to the contract and any variation in price.



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1.3 The Customer must communicate to DPLISBOA, within 4 (four) days, their decision, understanding, if they do so nothing, that they agree with the changes.

12. COMPLAINTS

12.1 Any deficiency in the execution of the Contract in relation to the services provided by third-party service providers must be communicated to DPLISBOA, in writing, within a maximum period of 20 (twenty) days after the end of the services contracted by the Customer.

12.2 For a complaint to be analysed by DPLISBOA, it must have been reported by the Customer to the service provider (hotels, airlines, guides, etc) during the course of the trip or stay, requiring them to provide the respective proof of the occurrence

12.3 In the event of a complaint presented due to non-compliance with the services contracted to DPLISBOA, the Customer may activate the deposit provided for in the applicable legislation (provided that this is based on the failure to fulfil duties whose observance is guaranteed by the said deposit, and must, for this purpose, request to Turismo de Portugal, I.P. to demand the guaranteeing entity, presenting:

a) final and unappealable court ruling, which states the amount of the debt due, certain and net;

b) arbitration decision;

c) request requesting the intervention of the arbitration commission, in accordance with applicable legislation, accompanied by supporting elements of the alleged facts.



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13. RESPONSIBILITY

13.1 When it comes “organized trips”, DPLISBOA is responsible to the Customers, in accordance with the law, except if:

a) the cancellation is based on the fact that the number of participants in the “organized trip” is less than the minimum required and the Customer is informed in writing, of the cancellation within the period specified in the travel program;

b) the non-compliance does not result from excess reserves and is due to situations of force majeure or unforeseeable circumstances, motivated by abnormal or unpredictable circumstances, beyond the control of DPLISBOA, the consequences of which could not have been avoided despite all the steps taken;

c) it is demonstrated that the non-compliance is due to the unpredictable action of a third party unrelated to the provision of the services due under the Contract;

d) legally cannot trigger the right to return in relation of third-party providers of the services provided in the Contract, in accordance with applicable legislation;

e) the Accommodation provider cannot be held responsible for the deterioration, destruction or theft of luggage or other items.

13.2 In the field of other tourists trips other than those referred to in the previous point, DPLISBOA is responsible for the correct issuance of Accommodation and Transport tickets and for the guilty choice of service providers, unless these are suggested by the Customer.

13.3 Whenever DPLISBOA is limited to intervening as a mere intermediary in the reservation of individual services requested by the Client, DPLISBOA’s liability towards the Client is limited to the resulting breach of the obligation to correctly issue Accommodation and, when applicable, Transport tickets.

13.4 Additionally, in the sale of “touristic trips”, which are not “organized trips”, DPLISBOA’s responsibility is limited to the correct issuance of Accommodation and Transport tickets and also for the culpable choice of service providers, if they have not been suggested by the Customer.



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13.5 To the extent permitted by applicable legislation, DPLISBOA is not responsible for the damages that may arise from any unforeseen circumstances or that are beyond its control (e.g. delays, network blockages, interference, viruses, malfunction or disconnections in operation of the website or on the Client's IT devices and equipment, or any other anomalous operation of the reservation services due to causes beyond its control and which prevent the reservation from being carried out.

13.6 The Customer is responsible to DPLISBOA in accordance with the law.

10. GUARANTEES

The liability assumed by DPLISBOA, arising from the obligations assumed towards the Client, is guaranteed by civil liability insurance contracted with GENERALI – Companhia de Seguros, S.A. in the amount of € 1,500,000.00 (one million and five hundred thousand euros), and a deposit provided through a bank guarantee whose beneficiary is Turismo de Portugal, I.P. and with the exclusions established in applicable legislation.

15. COMPENSATIONS

15.1 DPLISBOA 's liability is limited to the maximum amount required from entities providing services, in accordance with the 1929 Warsaw Convention of International Air Transport and the Berne Convention on Railway Transport.

15.2 With regard to transport the liability of travel agencies, in relation to their clients, for the provision of Transport or Accommodation services, in the case of intentional or negligent damage, the limits will be the amount of civil liability in the provider's policy.

15.3 To the extent permitted by applicable legislation and taking in the account what is stated in point 13.3 above, when DPLISBOA is responsible for the deterioration, destruction, subtraction of luggage or other items from the Hotel where the Accommodation is located, while the Customer is staying there, limits are the amounts set out in the provider's policy.



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15.4 To the extent permitted by applicable legislation according with the provisions of point 13.3 above, DPLISBOA's liability for non-bodily damages is limited to the amount corresponding to five times the price of the service sold to the Customer.

15.5 The Customer undertakes to compensate DPLISBOA for all damages arising (including legal costs and lawyer's fees) from the violation of the Contract and the law, without prejudice to the provisions specifically above.

11. PERSONAL DATA

When filling out the reservation form, the Customer will be asked for certain data capable of identifying him/her ("Personal Data") which will be collected by DPLISBOA and processed by it , in strict compliance with compliance with the law and in accordance with the provisions of the Data Protection Policy /Personal Data /Site Privacy Policy

17. CONTACTS

17.1 All communications or notifications under the Contract must be made using the information provided by the Customer through the on-line form.

17.2 Any change to the Customer's data and, as well, any communication sent by the Customer to DPLISBOA must be carried out in the manner described below:

a) General Telephone Service Line (+351)213 986 600 (call to the national network)

b) Contact Request – The Customer leaves their telephone/mobile number and/or email and DPLISBOA will contact you as soon as possible.

c) Online Chat – the Customer enters a WhatsApp link and DPLISBOA provides an assistance service via chat to book stays and clarify doubts.



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18. GENERAL PROVISIONS

18.1 *The General Conditions are only applicable to the reservations of travel services made through the Website, being a complement to any particular conditions agreed in writing between the Customer and DPLISBOA regarding the purpose of the Contract or specific areas of the Website for a given product or service, including proof of reservation (“Special Conditions”) which are also an integral part of the Contract.*

18.2 *The provisions of the Particular Conditions prevail, in case of conflict, over the General Conditions, prevailing over both any additional written stipulations specially agreed between the Client and DPLISBOA and signed by both, which form part of the Contract.*

18.3 *Once the Contract has been concluded, it can only be amended in writing, by a document signed by the Client and DPLISBOA, which becomes an integral part of it.*

18.4 *The provisions of these General Conditions may be changes at any time by DPLISBOA, without prior notice, as such whenever making a reservation, the Customer, even using the Website frequently, must read them in full.*



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18. APPLICABLE LAW AND JURISDICTION

18.1 The Contract is governed by Portuguese law.

18.2 The judicia court of the District of Lisbon is exclusively competent to resolve any dispute arising from the validity, celebration, non-compliance, termination and interpretation, without prejudice to the applicable mandatory rules.