

BOOKINGS

1. INTERPRETATION

In these Booking Terms, unless the context otherwise requires, the following expressions have the following meanings:

"Arrival Date" means the date on which the Guest(s)' stay at the hostel is due to commence.;

"Booking" means the reservation by the Customer of accommodation and any other products and services detailed in the Booking which is accepted by Freedom Ville LDA;

"Booking Details" means the details of the Booking including the number of Guests, the number of rooms required, the Arrival Date and duration of the Guest(s)' stay at the Hostel and any other products and/or services to be included in the Booking;

"Booking Engine" means the online booking facility provided by a third party on Freedom Ville LDA's behalf (including Mews);

"Charges" means the charges payable by the Customer in connection with the Booking;

"Customer" means the person who makes the Booking;

"Freedom Ville LDA" means Freedom Ville LDA (registered company number 516983210) and/or such other company in the same group of companies as Freedom Ville LDA that operates theresort ;

"Guest" means the Customer and/or any other people included in a Booking;

"resort" means the resort operated by Freedom Ville LDA, the location of which is specified in the Booking; and

"Website" means www.freedomville.pt

2. BOOKINGS

2.1. Customers can make a Booking:

2.1.1. through the Booking Engine via the Website; or

2.1.2. by contacting Freedom Ville LDA's staff at the resort.

2.2. When making a Booking, Customers will be required to provide identification information including, but not limited to, the name, contact telephone number and email address of the Customer.

2.3. No request for a Booking shall be deemed to be accepted unless and until Freedom Ville LDA confirms its acceptance and provides a booking confirmation.

2.4. Freedom Ville LDA will use its reasonable endeavours to accommodate any request from the Customer to change the Booking Details. Any request to change the dates or length of stay, increase the number of Guests, change room type or add products and/or services will be subject to availability and, where the cost for such amended Booking would be higher than the original Booking, the Customer shall pay Freedom Ville LDA's standard rates from time to time for the amended Booking. Freedom Ville LDA shall not be obliged to refund any part of the Charges for the original Booking if the cost of the amended Booking is less than the original Booking.

2.5. No Guest may re-sell or transfer all or any part of a booking. Freedom Ville LDA reserves the right to cancel any Booking if it has reasonable grounds to suspect that a Guest is in breach of this clause.

2.6. Bookings for 10 or more Guests will constitute a group booking and additional Booking Terms apply. Groups reservations can only be made through our reservations team and Freedom Ville LDA reserves the right to cancel it otherwise as set out on the group booking contract.

3. FEES AND PAYMENT

3.1. Unless otherwise agreed by Freedom Ville LDA, the Charges only cover the provision of accommodation at the booked Hostel and the Customer may incur additional charges for services such as food and beverage or treatments (amongst others, the "Additional Charges").

3.2. Customers will be informed of Additional Charges before they are incurred.

3.3. Bookings will be subject to the Customer making payment of the Charges in full in advance or providing valid debit card or credit card details from which the Charges can be taken at the relevant time in accordance with the Booking Terms of the Booking.

3.4. Any Additional Charges must be paid either as they are incurred or, at Freedom Ville LDA's option, at check out.

3.5. Freedom Ville LDA may require each Guest to present a valid payment card upon check-in or in advance, on which an amount of sufficient pre-authorization can be obtained. For Advance purchase rates, we require the payment card used for booking to be presented upon check in.

3.6. The following payment methods are accepted by Freedom Ville LDA:

3.6.1. Credit and Debit Cards (with the exception of American Express) for Bookings via the Booking Engine.
3.6.2. Cash or Credit or Debit Cards (with the exception of American Express), if the Customer is paying in person at the Resort
3.7. The Charges include Value Added Tax (if applicable) at the time the Booking is made. Should the rate of Value Added Tax be increased, Freedom Ville LDA will be entitled to adjust the Charges accordingly.

3.8. If the Charges do not include city/municipal tax (if any), it must be paid by the Customer or Guests at the property either on arrival or when payment for the Booking is made (at Freedom Ville LDA's election).

3.9. Where the Customer fails to pay any Charges or Additional Charges, Freedom Ville LDA reserves the right to charge interest at the applicable statutory interest rate in the jurisdiction of the Resort.

3.10. The Customer is responsible for any bank charges and foreign exchange fees in relation to payment of the Charges or the Additional Charges. In the event of a chargeback, Freedom Ville LDA reserves the right to re-charge the Customer for the costs it incurs.

3.11. Where Freedom Ville LDA makes a refund to the Customer, it shall use the same payment method as used for the original payment.

4. CANCELLATIONS

4.1. The Customer will be informed of the cancellation policy at the time of making the Booking.

4.2. Where the Customer fails to give sufficient notice of cancellation or fails to arrive (no show) at the Resort, the entire Booking will be deemed cancelled and the Customer must pay the Resort an amount equal to the Charges for the full stay. Freedom Ville LDA shall be entitled to collect such amount from the Customer's credit or debit card used to make the Booking without further notice to the Customer.

4.3. Freedom Ville LDA may at any time cancel the Booking without liability if:

4.3.1. the payment details provided by the Customer are invalid and the Customer fails to provide alternative valid details;

4.3.2. the information provided by the Customer in relation to the Booking is misleading or false (for example in relation to the identity of any Guest or the purpose of the stay);

4.3.3. Freedom Ville LDA reasonably believes that fulfilling the Booking might negatively affect the reputation or operation of Freedom Ville LDA due to the fault of the Customer or because the performance of any of Freedom Ville LDA's obligations would expose Freedom Ville LDA or the Freedom Ville LDA group to civil or criminal proceedings of any kind, whether because the purpose of the stay is unlawful or otherwise; or

4.3.4. Freedom Ville LDA repays to the Customer any advance payment made in relation to the Booking.

4.4 In addition, Freedom Ville LDA may at any time cancel the Booking if the Resort or the room(s)/bed(s) booked become unavailable due to circumstances outside Freedom Ville LDA's control (including without limitation, extreme adverse weather, industrial action, epidemic or pandemic, any law or any action taken by a government or public authority, natural disaster), in which case Freedom Ville LDA will (at its election) either offer the Customer a refund or the option to rebook for a different date(s) (subject to availability) at no additional charge.

5. CHECK IN AND CHECK OUT

5.1. Unless otherwise specified in the Booking Details, check-in time is from 15:00 local time. Earlier check-in may be available subject to prior arrangement with Freedom Ville LDA and subject to the full range of services and facilities at the Resort not being available until the standard check in time.

5.2. Unless otherwise specified in the Booking Details, check-out time is 11:00 local time. Later check-out times may be possible by prior arrangement with an additional charge and subject to availability. For late check out a charge of EUR 50,- applies for the first three hours. After that period of three hours an additional day of rent is charged (per late day) notwithstanding the right to claim damages and the right to deny further access to the

6. HOUSE RULES

6.1. All Guests must comply with Freedom Ville LDA's house rules, which are available here.

6.2. Valid photo identification for all Guests in the form of a Driver's Licence, Passport or National ID card is required at check-in.

6.3. Guests must conduct themselves in a reasonable and responsible manner at the Resort and must not act in any way which may disturb other guests. Failure to adhere to this requirement may result in Guests being asked

to leave the Resort in which event all Charges and Additional Charges shall become immediately payable by the Guest or Customer (at Freedom Ville LDA's election).

6.4. Smoking is not permitted inside the Hostel and Guests must not tamper with or disable smoke alarms or open emergency doors. Smoking is only permitted in the designated smoking areas. Freedom Ville LDA reserves the right to charge a fee of at least €250 (or equivalent in local currency), or a higher amount where Freedom Ville LDA suffers loss as a result of a Guest's actions.

6.5 Cigarettes may not be thrown on the ground as the fire hazard is really high in Portugal. Use (disposable) ashtrays at any time to keep the environment clean and safe.

6.6. Bonfires are strictly forbidden due to the fire risks in this area.

6.6. The Customer will be responsible for any loss, damage or extra cleaning at the Hostel caused by the Guests or visitor of any Guest. Freedom Ville LDA reserves the right to charge the Guest or Customer (at Freedom Ville LDA's election) for Freedom Ville LDA's reasonable costs of repairing, cleaning or replacing any property of Freedom Ville LDA which is damaged, soiled or lost by a Guest or where a room is left in a condition which requires extra cleaning.

6.7. Age Restrictions and Accompanying Policies:

Freedom Ville LDA strictly prohibits bookings from individuals under the age of 18 unless accompanied by a parent or legal guardian. The following guidelines apply:

Accompanied Under 18's:

Individuals under the age of 18 can only stay at the resort when accompanied by a parent or legal guardian in the same room. The room must be private. Unaccompanied under 18's are not allowed to stay in shared rooms, unless they are part of a group that has booked out the entire shared room. The group leader must provide the required documentation to Freedom Ville LDA.

Consequences of Non-Adherence:

Failure to comply with these policies will result in automatic cancellation of the booking with no refund. Guests violating these rules will not be permitted to check into the Resort.

Please ensure that you review and comply with these age-related policies to ensure a smooth and enjoyable stay at Freedom Ville LDA.

6.8. Children older than 3 must have their own bed. It is the responsibility of the parents/legal guardians to ensure that the child occupies a lower bunk. Each hostel has a limited number of cots which are only available for use in private rooms by children under the age of 3 and must be booked prior to arrival.

6.9. Freedom Ville LDA exclusively reserves all rights to display any and all advertising and/or signage at the Hostel and to receive and retain all of the revenue therefrom. No Guest shall have any right to display any advertising or signage whatsoever without the prior written consent of Freedom Ville LDA.

6.10. No products and/or services may be sold, distributed or supplied at the Property by, or on behalf of, any Guest.

6.11. It is every Guest's responsibility to ensure that it has adequate and appropriate insurance coverage for the Booking.

7. AVAILABILITY

7.1. Unless otherwise specified at the time of booking and confirmed in the Booking confirmation by Freedom Ville LDA, the Charges do not include any food or beverages.

7.2. Guests may only consume food and beverages purchased from Freedom Ville LDA in the public areas such as the pool and the taberna.

7.3. No alcohol shall be provided to Guests who are not of legal drinking age.

8. DISABLED GUESTS

8.1. We welcome all, regardless of race, nationality, gender, gender identity, age or ability. To ensure we can

assist our guests, we need the Customer to inform us at the time of making the Booking if any Guest has special requirements because of a disability.

9. Freedom Ville LDA'S LIABILITY

9.1. Nothing in these Booking Terms purports to limit or exclude Freedom Ville LDA's liability for:

9.1.1. death or personal injury caused by the negligence of Freedom Ville LDA or its employees, subcontractors or agents;

9.1.2. fraud or fraudulent misrepresentation; or

9.1.3. any other matter for which it would be illegal for Freedom Ville LDA to limit or exclude its liability.

9.2. Freedom Ville LDA shall not be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

9.2.1. any loss arising from or in connection with loss of revenues, loss of profits, loss of contracts or loss of business or failure to realize anticipated savings;

9.2.2. any loss of goodwill or reputation; or

9.2.3. any indirect or consequential losses suffered or incurred by any Guest, arising out of, or in connection with the use of the Hostel or any other matter under this Agreement.

9.3. Neither Freedom Ville LDA nor the Freedom Ville LDA group, their agents, contractors or employees shall be liable for any loss, damage, destruction or injury which may be caused to the assets, property or any item of equipment, furniture, stock or the like, brought onto Freedom Ville LDA premises by a Guest.

9.4. The aggregate liability of Freedom Ville LDA in respect of any loss or damage suffered by a Guest arising out of, or in connection with the Booking, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall in no event exceed the Charges.

9.5. Notwithstanding the foregoing, nothing in the Agreement shall be construed as excluding or restricting either party's liability for death and/or personal injury caused by its, its employees' or its agents' negligence or for any fraud.

10. PERSONAL DATA

10.1. Use of your personal data is subject to our Privacy Policy.

11. GENERAL

11.1 The Customer's rights as a consumer under applicable consumer protection legislation from time to time in force shall not be affected by these Booking Terms.

11.2. Freedom Ville LDA may assign its rights and obligations under the Booking and these Booking Terms to another organization without notice to, or consent from, the Customer.

11.3. Freedom Ville LDA may, from time to time, change these Booking Terms without notice. However, the version of these Booking Terms in force at the time of the Booking will continue to apply. Customers are advised to check the Website for the latest version of these Booking Terms before making a Booking.

11.4. No failure by Freedom Ville LDA to enforce these Booking Terms shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Booking Terms.

11.5. If any provision of these Booking Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Booking Terms and the remainder of the provision in question shall not be affected.

11.6. These Booking Terms (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Portugal and the Courts of Portugal will have exclusive jurisdiction to deal with any disputes (including in relation to non-contractual matters) arising in connection with them provided that Freedom Ville LDA shall also have the right to enforce these Booking Terms in the country of the Customer's residence and/or the country of the Resort.

11.7. A person who is not a Guest will not have any rights, in connection with a Booking.

11.8. Freedom Ville LDA does not sign third party contracts for room or event bookings and any Booking Terms proposed by Customer are overridden by these Booking Terms.

End note: We recommend you take out a travel and cancellation insurance for your trip.

Thank you for choosing our home for your holiday.

We hope that you have a pleasant stay!