

## **ALTIDO Portugal - Terms & Conditions**

### **Conditions for Guests Booking Directly Through ALTIDO Portugal**

These are the terms and conditions on which ALTIDO Portugal provides its services to Guests which consist of co-ordinating and managing bookings of certain properties on a short-term holiday basis.

In addition to these general terms and conditions, there are specific policies relating to individual apartments and their surroundings. They are listed in each apartment's profile page.

By booking directly through our website, you automatically agree to these terms and conditions. Please read these terms carefully before making a booking for such services.

#### **1. Interpretation**

The following definitions and rules of interpretation apply in these Conditions (as defined below).

##### **1.1 Definitions:**

**Additional Booking Fee:** as defined in clause 5.1.3;

**Additional Services:** means any additional services provided by ALTIDO Portugal to the Guest which may include, but are not limited to, the provision of child-care equipment, in-stay cleans and linen changes and airport transfers;

**Agreement:** means the agreement between ALTIDO Portugal and the Guest for the supply of Services in accordance with these Conditions;

**ALTIDO Portugal:** means ALTIDO Portugal, Unipessoal, Lda., registered in Portugal under the company number 509637922 and whose registered office address is at Rua da Boavista n.º 78, 1200-068 Lisbon;

**ALTIDO Portugal's Website:** <https://www.stayaltido.com/services/portugal>

**Booking:** means the holiday booking made by the Guest to stay at the Host's Property for the Booked Period, and which is governed by the terms of the Agreement;

**Booking Date:** as defined in clause 2.3;

**Booking Fee:** means the sum of the total nightly rates payable by the Guest in relation to the Booking Period;

**Booking Period:** means the period from and including the Check-In Date until and including the Check-Out Date;

**Business Day:** means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in Portugal, between the hours of 9:00am and 5:00pm;

**Check-In:** means the registration made by the Guest upon arrival at the designated ALTIDO Portugal location.

**Check-In Date:** means the date from which the Guest is entitled to enter the Property, as set out in the Booking;

**Check-In Time:** means the time on the Check-In Date from which the Guest is entitled to enter the Property, set out as starting 3 pm, except if the Booking conditions state different;

**Check-Out Date:** means the date on which the Guest must vacate the Property, as set out in the Booking;

**Check-Out Time:** means the time on the Check-Out Date by which the Guest must vacate the Property, set out as until 11am, except if the Booking conditions state different;

**Cleaning Fee:** means the fee paid by the Guest for the cleaning of the Property on or before the Check-In Date;

**Competent Authority:** means any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorized officers;

**Conditions:** means these terms and conditions, as amended from time to time in accordance with clause 15;

**Essentials:** means drying-up cloths, soap, lavatory paper, washing-up liquid, soap powder and cleaning materials;

**Guest(s):** means the person (or persons) making the Booking through ALTIDO Portugal to stay (sleep, have meals and/or hold belongings ) in the Property on the terms as set out in the Agreement, and any other persons for whom the Booking is made (as specified in the Booking). Is it understood and agreed to by Guests that the Guest undertaking the Booking is considered to subscribe to the terms of the Rental on behalf the remaining Guests, and that the booking Guest has obtained the necessary permission and authorization from the remaining Guests to undertake the Booking on their behalf;

**Host:** means the owner(s), licensee(s) or tenant(s) (as appropriate) of the Property;

**House Rules:** the Booking rules of the Property to be complied with by the Guests.

**Invitees:** means any person invited to visit the Property by the Guest during the Booking Period;

**Late Check-In:** means that the check-in after the check-in time agreed has the following surcharges (where applicable), payable in cash upon arrival: EUR 30 from 22:00 to 00:00; EUR 40 from 00:00 to 02:00; EUR 50 after 02:00.

**Online Check-In:** means the mandatory online registration made by the Guest, previous to arrival, on ALTIDO Portugal's designated platform. After the confirmation of the reservation from ALTIDO Portugal to the Guest, ALTIDO Portugal will ask the Guest to confirm their estimated time of arrival, will request the documents of all Guests, so that ALTIDO Portugal can communicate their entrance in the country to the competent authorities (through the "Sistema de Informação de Boletins de

Alojamento”) upon arrival, and the credit card information so that on the day of the Check-In the Guest is remotely charged with the City Tourist Tax (“Taxa Municipal Turística”).

**Price:** means the total price for the Booking, including the Cleaning Fee, as set out in the Booking;

**Property:** the land and buildings as defined in the Booking, which will include all fixtures and fittings, furnishings and plant and machinery thereon;

**Services:** the services, including any deliverables, supplied by ALTIDO Portugal to the Guest as set out in the Agreement and limited to the co-ordination and management of the Guest’s Booking, including any Additional Services.

**Superhog Guest Agreement:** the Agreement entered into by ALTIDO Portugal, Superhog and the Guest, which constitutes Schedule I of this Agreement.

**City Tourist Tax (“Taxa Municipal Turística”):** the tax to be paid by the Guest to ALTIDO which shall, afterwards, be paid by ALTIDO to the competent Municipality.

**1.2** Where the Host or the Guest consists of two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with those persons jointly and severally (this means that they will each be liable for all sums due under the Agreement and not just a proportionate part).

**1.3** Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and will include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made

under it.

**1.4** A reference to writing or written includes e-mail.

## **2 Nature of the Agreement**

**2.1** These Conditions only apply where the Guest makes a Booking directly through ALTIDO Portugal. These Conditions do not apply where the Guest makes a Booking through a third-party provider.

**2.2** When the Guest makes a request for a Booking as described in clause 4.1., this constitutes an offer by the Guest to purchase Services from ALTIDO Portugal in accordance with these Conditions.

**2.3** The Booking request will only be deemed to be accepted when ALTIDO Portugal issues written acceptance of the Booking request, at which point and on which date the Agreement will come into existence between ALTIDO Portugal and the Guest ("Booking Date").

**2.5** If ALTIDO Portugal is unable to accept the Guest's Booking request, ALTIDO Portugal will inform the Guest of this and will not charge the Guest for the Booking. This may be because the relevant Property is unavailable on the dates requested by the Guest.

**2.6** If the Guest wishes to make a change to the Booking or the Services it has ordered, the Guest must contact ALTIDO Portugal. ALTIDO Portugal will notify the

Guest whether the change is possible and if so, whether any changes will be required to the Price or anything else which would be necessary as a result of the requested change and ask the Guest to confirm such changes (via telephone, e-mail, sms or any other messaging platform).

**2.7** Any advertising issued by ALTIDO Portugal, and any illustrations/images regarding the decorations of the Property contained in ALTIDO Portugal's catalogues or brochures or displayed on ALTIDO Portugal's Website, are issued or published for the sole purpose of giving an approximate idea of the Property and ALTIDO Portugal's Services. They will not form part of the Agreement or have any contractual force.

**2.8** These Conditions apply to the Agreement to the exclusion of any other terms that are implied by trade, custom, practice or course of dealing.

### **3 Supply of Services**

**3.1** ALTIDO Portugal will supply the Services to the Guest in accordance with the terms of the Agreement.

**3.2** ALTIDO Portugal reserves the right to make any changes to the Booking or the Services, if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Booking or the Services. ALTIDO Portugal will notify the Host of any such changes.

**3.3** If the changes referred to in the previous paragraph materially affect the nature or quality of the Booking or the Services, ALTIDO Portugal will notify the Host of any such changes and offer the possibility to cancel the Booking free of charge.

### **4 Booking**

**4.1** The Guest can make a request for a Booking directly to ALTIDO Portugal by submitting a request on ALTIDO Portugal's Website or through the contacts indicated on ALTIDO Portugal's Website. The guest can chose 2 options:

- (i) Submit a request for a booking. In this case an ALTIDO Portugal operator will respond accordingly and send a booking link for the Guest to proceed with payment; or
- (ii)** Direct booking through the button "Book Now". In this case the guest will have to select the unit, the dates, the extra services if any and proceed with the payment online.

In both cases, after the payment a confirmation email will be sent to the Guest.

**4.2** Provided that the Guest has paid the Price in accordance with clause 7, the Booking will come into effect on the Check-In Date and immediately thereon the Guest hereby agrees that the provisions of the Agreement shall apply as between the Host and the Guest. The Agreement will not come into effect unless and until the Guest has paid the Price.

**4.3** The Guest acknowledges that ALTIDO Portugal may carry out verification checks to ensure the Guest has a valid immigration status and the appropriate "right to rent" the Property during the Booking Period. If the Guest fails to pass such verification checks, then this shall constitute a material breach of the Agreement by the Guest.

## **5 Guest's obligations**

**5.1** The Guest agrees and undertakes:

**5.1.1** to comply with the provisions of the Booking Agreement and to any



specific House Rules obligations of the booked Property, if communicated by ALTIDO Portugal to the Guest;

**5.1.2** to provide ALTIDO Portugal with any documents and other information ALTIDO Portugal reasonably requires to complete the verification checks described at clause 4.2;

**5.1.3** to pay an additional fee for each day the Guest stays in occupation of the Property after the Check-Out Time on the Check-Out Date, at the nightly rate applicable to the Property at the time the Guest remains in occupation (the "Additional Booking Fee");

**5.1.4** notwithstanding clause 5.1.3, that any period during which the Guest remains in occupation outside of the Booking Period shall be a trespass by the Guest on the Host's Property;

**5.1.5** when leaving the apartment, guest must be sure to leave gas appliances turned off, windows closed, and the air-conditioning, central heating and the lights turned off;

**5.1.6** cannot do any alterations or additions to the accommodation or its content. This means that all items inside the apartment belong to the owner and are not to be moved around or removed from the property by the guests at any time;

**5.1.7** to comply with the quiet hours, between 22:00 and 8:00 o'clock, and **please** keep all noise to a minimum. Please do not disturb neighbors when opening or closing the apartment door or the building door; and

**5.1.8** not to smoke, ALTIDO Portugal properties are entirely non-smoking, inside and outside. This includes all balconies, patios, terraces and garden areas. Smoking in the apartment is subject to the payment of a penalty in the amount equal to the Cleaning Fee of the booked property.

**5.2** Guests fail to leave before 11 am will be charged for an additional full day's accommodation fee. If the guest refuses to leave, ALTIDO Portugal reserves the right to enter the accommodation, remove their belongings, change the lock, and

take further action as may be necessary (the guest will be charged for the costs of any such action).

**5.3** Guests must complete the Online Check-In. We cannot assume any responsibility if the guest does not follow the check-in instruction.

**5.3.1** If there are multiple Guests staying at a Property, the Guest whose name is on the booking confirmation email: will pass on and make available these Conditions to the remaining Guests; will be held liable, before ALTIDO, for damages caused by the behavior of the entire group; agrees to avoid any and all illegal activities.

**5.4** Guests must indicate the exact number of people staying on the Online Check-In. No more than the number of guests specified in the booking may stay at the accommodation. The number of people who may use the apartment should not exceed the amount indicated on the apartment page. If the number of guests exceeds the limit, ALTIDO Portugal reserves the right to require guests to leave the apartment without any compensation or refund of fees paid.

**5.5** No pets (of any breed, size or age) are allowed in the ALTIDO Portugal properties, unless ALTIDO Portugal expressly, and in written, consents pets to be allowed in the property. If any pet is found in an apartment without the express and written consent given by ALTIDO Portugal, ALTIDO Portugal reserves the right to require guests to leave the apartment without any compensation and further charges might be applied.

**5.6** Guests shall also comply to the clauses set forth in the Superhog Guest Agreement, namely, the guest obligations and acknowledgements clause.

## **6 ALTIDO Portugal Obligations:**

### **6.1 ALTIDO Portugal shall:**

**6.1.1** communicate with Guests in relation to the Booking and during the Booking Period and use reasonable endeavours to answer any Guest questions in relation to the Booking;

**6.1.2** greet each Guest at the location designated by ALTIDO Portugal for the Check-In and hand over the Property keys or send the Property access instructions, whenever applicable;

**6.1.1.2** When guests makes the Check-In, ALTIDO Portugal will provide ONE set of keys ONLY. Guest must be careful not to lose it or leave it inside the apartment. Additional fees, set out in ALTIDO Portugal's brochures, or ALTIDO Portugal's Website or as otherwise notified to the Guest by ALTIDO Portugal, will be charged for lost keys or lock-outs. Please be advised that it usually takes at least 45 minutes for a member of our staff to arrive at the property in order to assess the situation and take action.

**6.1.3** provide such Essentials as ALTIDO Portugal deems necessary at the start of the Booking Period;

**6.1.4** supply clean towels and bed linen including sheets, duvet covers and pillowcases; and

**6.1.5** ensure that the Property and any fixtures, fittings and furnishings will be professionally cleaned prior to the Check-In Time.

**6.2** While respecting the reasonable privacy of the guests, ALTIDO Portugal reserves the right to access the property at all times if necessary for inspections, repairs and emergencies.

## **7 Price and Payment**

**7.1** The Price and the charges for any Additional Services will be as set out in ALTIDO Portugal's brochures, on ALTIDO Portugal's Website or as otherwise notified to the Guest by ALTIDO Portugal prior to the Booking Date.

**7.2** The guest shall pay the City Tourist Tax ("Taxa Municipal Turística"), if applicable, as set out in ALTIDO Portugal's Website.

**7.2** The Guest will pay the Price and any charges in respect of Additional Services to ALTIDO Portugal without any deduction on the Booking Date, together with such VAT as may be chargeable on the Price.

**7.3** If the Guest is required to pay an Additional Booking Fee in accordance with clause 5.1.3, ALTIDO Portugal will invoice the Guest in respect of the Additional Booking Fee on or after the date on which the Guest vacates the Property. Such invoice will be payable by the Guest within 30 days of the date of the invoice.

**7.4** The Guest may pay ALTIDO Portugal by any of the following means:

**7.4.1** debit or credit card (including Visa, MasterCard, Maestro or American Express);

**7.4.2** BACS payment (bank transfer), if available from time to time; or

**7.4.3** any other payment method which ALTIDO Portugal makes available to guests from time to time.

**7.5** All credit/debit cardholders are subject to validation checks and authorization by the card issuer. If the Guest's card issuer refuses to authorize payment, the Booking may be delayed or may not be completed and ALTIDO Portugal will not be liable to the Guest for any delay or non-delivery. If possible, ALTIDO Portugal will inform the Guest if payment is delayed or cannot complete due to the card issuer refusing to authorize payment.

**7.7** ALTIDO Portugal will not be responsible for a card issuer or bank charging the Guest as a result of processing of a credit/debit card payment in accordance with the Agreement, nor will ALTIDO Portugal be obliged to inform the Guest of any reason for refusal.

**7.8** By using a credit or debit card, the Guest confirms that they have authority to do so, and that there are sufficient funds or credit available to cover the Price or other payment being made.

## **8 Property Damages**

**8.1** The Guest acknowledges and agrees to the terms and conditions of the Superhog Guest Agreement, which constitutes Schedule I of this Agreement, in which property damages terms and conditions are determined.

## **9 Termination and Cancellation**

**9.1** The Agreement will automatically terminate on the later of:

**9.1.1** the end of the Booking Period; or

**9.1.2** completion of the Services by ALTIDO Portugal, including any Additional Services.

**9.2** Either party may terminate the Agreement at any time without notice if the other party is in material breach of the terms of the Agreement.

**9.3** The Agreement shall terminate immediately upon a material breach by the Guest occurring under clause 4.2.

**9.4** ALTIDO Portugal may terminate this Agreement without notice if the Guest is in material breach of this Agreement and the house rules displayed in each Property. Booking Agreement.

**9.5** In the event that ALTIDO Portugal terminates the Agreement otherwise than for material breach of the Agreement and/or the Booking Agreement by the Guest under clause 9.2 or clause 9.3 or in the case of termination under clause 9.4:

**9.5.1** if before the Check-In Date, ALTIDO Portugal shall return the total Price paid to the Guest; and

**9.5.2** if after the Check-In Date, ALTIDO Portugal shall return to the Guest the appropriate proportion of the paid Price attributable to the then unexpired remainder of the Booking Period.

**9.6** If the Agreement is terminated for material breach of the Guest under clause 9.2 or clause 9.3 or in the case of termination under clause 9.4, ALTIDO Portugal will

not be obliged to refund the Price or any part of it to the Guest, apart from the Cleaning Fee (provided the Agreement is terminated prior to the Check In Date).

**9.7** If the Agreement is terminated by ALTIDO Portugal under clause 9.2 or clause 9.3, or in the case of termination clause 9.4 and 9.5, ALTIDO Portugal will not refund any taxes which have or will become due and payable as a result of the Booking.

**9.8** If the Guest terminates the Agreement:

- (i) one month or more prior to the Check-In Date, ALTIDO Portugal shall refund to the Guest 50% (fifty per cent) of the Price;
- (ii) three months prior to the Check-In Date, ALTIDO Portugal shall refund to the Guest 75% (seventy five per cent) of the Price;
- (iii) six months or more prior to the Check-In Date, ALTIDO Portugal shall refund to the Guest 100 % (one hundred per cent) of the Price.

**9.9** If the Guest terminates the Agreement less than one month prior to the Check-In Date, ALTIDO Portugal will not be obliged to refund any part of the Price to the Guest, but will refund the Cleaning Fee to the Guest if cancellation happens before the Check-In Date.

**9.10** Termination or cancellation of the Agreement will not affect the rights of either party in connection with any breach of any obligation under the Agreement which existed at or before the date of termination.

**9.11** On termination of the Agreement:

**9.11.1** if the Guest is still in occupation of the Property, the Guest will vacate the Property as soon as reasonably practicable but in no event later than the Business Day following termination of the Agreement; and



**9.11.2** the Guest will immediately pay to ALTIDO Portugal any outstanding sums or charges payable by ALTIDO Portugal pursuant to the Agreement and any interest thereon.

**9.12** Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement will remain in full force and effect.

## **10 Personal Data**

Any personal data collected and/or processed by ALTIDO Portugal in providing the Services to the Guest will be processed in accordance with ALTIDO Portugal's Privacy Notice available at [\[-\]](#) or such other website address as may be notified to the Guest from time to time, as such document may be amended from time to time by ALTIDO Portugal in its sole discretion.

## **11 Limitation of liability**

**11.1** If ALTIDO Portugal fails to comply with the terms of the Agreement, ALTIDO Portugal is responsible for loss or damage the Guest suffers that is a foreseeable result of ALTIDO Portugal breaching the Agreement or failing to use reasonable care and skill.

**11.2** ALTIDO Portugal does not exclude or limit in any way its liability to the Guest where it would be unlawful to do so. This includes liability for death or personal injury caused by ALTIDO Portugal's negligence or the negligence of ALTIDO Portugal's employees, agents or subcontractors; for damages to physical integrity or the property of the Guests for direct and indirect damages intentionally or negligently caused; for fraud or fraudulent misrepresentation; for breach of the Guest's legal rights in relation to the Services including the right to receive Services which are: as

described and match information ALTIDO Portugal provided to the Guest; and supplied with reasonable skill and care.

**11.3** ALTIDO Portugal only provides its Services for domestic and private use. If the Guest uses the Services for any commercial, business or re-sale purpose ALTIDO Portugal will have no liability to the Guest for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**11.4** Notwithstanding clauses 11.1 and 11.2, ALTIDO Portugal is not liable for:

**11.4.1** the death of, or injury to the Guest, their Invitees to or any pets at the Property; or

**11.4.2** damage to any property of the Guest or any Invitees to the Property; or

**11.4.3** any losses, claims, demands, actions, proceedings, damages, costs or expenses, or other liability incurred by Guest or the Guest's Invitees to the Property in the exercise or purported exercise of the rights granted to the Guest under the Agreement.

**11.5** ALTIDO Portugal's total liability arising under or in connection with the Agreement shall be limited to the maximum amount paid to ALTIDO Portugal by the Guest under the Agreement.

## **12 Notices**

**12.1** Any notice or other communication given by the Guest to ALTIDO Portugal under the Agreement will be in writing and will be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to ALTIDO Portugal at

its registered office address, or by email to [reservations.portugal@joivy.com](mailto:reservations.portugal@joivy.com)

[...].

**12.2** Any notice or other communication given by ALTIDO Portugal to the Guest will be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the postal or email address held for the time being by ALTIDO Portugal for the Guest. If ALTIDO Portugal gives notice to the Guest during the Licence Period, then the notice will be validly given if delivered to the Property.

**12.3** Any notice or other communication given in accordance with this clause 12 will be deemed to have been received:

**12.3.1** if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address, unless not on a Business Day, in which case it will be deemed delivered at 9:00am on the next Business Day;

**12.3.2** if sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second Business Day after posting; or

**12.3.3** if sent by email, at 9:00am on the next Business Day after transmission.

**12.4** This clause 12 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **13 Booking Validation**

**13.1** ALTIDO Portugal shall complete a booking validation in the terms set forth in Superhog Guest Agreement.

**13.2** [...]

## **14 Complaints and Grievances**

### **14.1** Complaints book

**14.1.1** [Guests can access the Complaints Book here.](#)

**14.2** [Guests are also entitled to address complaints and grievances to the following internal email address: ops.lisbon@joivy.com \[...\]](#)

**14.3** [ALTIDO Portugal shall act diligently to address reasonable complaints and grievances identified by Guests.](#)

**14.4** The Consumer may submit a recommendation to the following address:  
[ops.lisbon@joivy.com](mailto:ops.lisbon@joivy.com) [...]

**14.5** If the complaint relates to a Hosts, Intermediary, or Subcontractors ALTIDO Portugal will forward the complaint to the entity concerned.

**14.6** Guests may always resort to the alternative means of dispute resolution listed on the Consumer Portal ([www.consumidor.pt](http://www.consumidor.pt)).

**14.7** Guests may, alternatively, resort to the European Online Dispute Resolution Platform, available at <http://ec.europa.eu/consumers/odr/s>.

**14.8** In the case of disputes with a value of less than €5,000.00 (five thousand euros) Guests may, if you so wish, submit the dispute to necessary arbitration or mediation, submitting the request to an arbitral tribunal attached to the legally authorized consumer conflict arbitration centres.

## **15 Assignment**

**15.1** ALTIDO Portugal may transfer its rights and obligations under the Agreement to another organisation. ALTIDO Portugal will inform the Guest in writing if this happens and will ensure that the transfer will not affect the Guest's rights under the Agreement.

**15.2** The Guest may only transfer its rights or obligations under the Agreement to another person if ALTIDO Portugal agrees to this in writing.

## **16 Variation**

No variation of the Agreement will be effective unless it is in writing and signed by

the parties.

## **17 Waiver**

A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law will prevent or restrict the further exercise of that or any other right or remedy.

## **18 Severance**

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 17 will not affect the validity and enforceability of the rest of the Agreement.

## **19 Governing law**

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of Portugal.

## **20 Jurisdiction**

Each party irrevocably agrees that the courts of Lisbon will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

**Schedule I**

**Superhog Guest Agreement Below**



## **SUPERHOG – Guest Agreement**

This Agreement is dated and arranged by SUPERHOG Ltd ("SUPERHOG") and governs the relationship between you ("Guest"), SUPERHOG and your Host in any Booking. You should read this Agreement carefully and only continue if you wish to be bound by the Agreement in its entirety.

### **1. GUEST CONSENT**

- 1.1 To protect the Host's interest in the Property, the Guest agrees to complete a Booking Validation. This may mean the Guest is required to verify their identity (ID) in advance of the Booking and if asked, the Guest agrees to submit a photographic ID.
- 1.2 The Host or SUPERHOG, acting as the Host's Agent, may pass the Guest's details to a third-party provider to carry out ID verification, and other checks.
- 1.3 No SUPERHOG guarantees will be active in relation to a Booking if the SUPERHOG Booking Validation has not been completed in advance of the Booking.

### **2. PROPERTY DAMAGE**

- 2.1 The Guest acknowledges that they are liable to pay for all Property Damage to, at or in the Property during their Booking which was directly or indirectly caused by their own action or inaction.
- 2.2 If the Guest does not report Property Damage to the Host or SUPERHOG which can be demonstrated to have been caused during the Booking, then it will be assumed that the Property Damage was caused by the Guest and the Guest accepts liability for the damage.
- 2.3 The Guest agrees to compensate the Host for any fees or charges the Host might have to pay, including compensation to occupiers of neighbouring premises caused by the Guest's actions or failure to fulfil any of the obligations in this Agreement.

### **3. SECURITY DEPOSIT**

- 3.1 Where the payment of a Security Deposit by the Guest is required for a Booking, the Guest agrees to provide details of a payment card which will remain valid until at least 30 days after the Booking has been completed.
- 3.2 If Property Damage has occurred, SUPERHOG has the right to draw against the payment card up to the Security Deposit amount for the Booking as part of compensation for damage that is payable to the Host. No further notice is required from SUPERHOG in order to draw on the payment card up to the Security Deposit amount, although SUPERHOG must in all cases retain appropriate evidence in relation to the Property Damage.
- 3.3 SUPERHOG's right to draw against the payment card will expire at the end of 14 days after the checkout time and date of the booking unless SUPERHOG have notified the Guest by this time of potential Property Damage which requires further investigation. As long as



SUPERHOG have given such notice within this timeframe the right to draw against the payment card will extend until the end of any investigation.

- 3.4 SUPERHOG will give the Guest three working days written notice in advance of taking any payment in relation to Property Damage that is in excess of the Security Deposit amount.
- 3.5 Superhog may provide alternative Security Deposit options to applicable Guests.

## 4. PROPERTY USE

- 4.1 The Property may only be used for purposes permitted by the Host.
- 4.2 Any appliance, fixtures and fittings must be operated in accordance with provided instructions and in a reasonable and careful manner.
- 4.3 There is a strict policy against parties in or at the Property, unless pre-approved by the Host.

## 5. GUEST OBLIGATIONS AND ACKNOWLEDGEMENTS

- 5.1 **The Guest acknowledges that they are liable for all costs associated with damage to, at or in the Property during their Booking which was directly or indirectly caused by their own action or inaction.**
- 5.2 The Guests acknowledges that they are liable for the full reservation amount owed to the Host and any cancellation or refund is subject to the Host's cancellation terms and the Conditions for Guests Booking Directly Through ALTIDO Portugal.
- 5.3 The Guest agrees not to make a Chargeback against the Host.
- 5.4 The Guest always agrees to use the Property only as permitted by the Host and always in a reasonable and responsible manner.
- 5.5 The Guest takes full responsibility for the behaviour of any person they have permitted to enter the Property.
- 5.6 The Guest agrees to act as soon as they become aware of any Property Damage or problem to minimise its effects and prevent it becoming worse or causing nuisance to the occupier of any neighbouring premises.
- 5.7 Wherever possible the Guest will take a photographic record of the property at the start and the end of the Booking and upload to SUPERHOG. If the Guest chooses not to do this the Guest acknowledges that it will be hard for them to prove that they did not cause the damage.
- 5.8 The Guest will take steps to ensure the security of the Property.
- 5.9 The Guest will take care to avoid blocking or causing damage to drains or sanitary appliances.
- 5.10 The Guest will keep the Property appropriately and safely ventilated to ensure that there is no build-up of damp or moisture or of cooking smells, smoke, or grease.
- 5.11 All obligations on the Guest in respect of the Property apply equally in relation to any building of which the Property forms part and in relation to any access, parking, or right of way associated with the Property.

## 6. AGREEMENT

- 6.1 The Agreement sets out the terms on which SUPERHOG provides services in respect of a Booking. By entering into the Agreement you also agree to our Website Terms and Privacy and Data Protection policy which you can find at [www.superhog.com](http://www.superhog.com). It is important that you read the Agreement carefully as your continuation through the SUPERHOG process constitutes acceptance of these terms and the associated obligations.
- 6.2 To the extent this Agreement is signed by an agent or representative of a Guest, it is deemed to also bind the Guest, and that the Guest has expressly agreed to the terms in this Agreement.
- 6.3 You agree that SUPERHOG may pass on certain information to the Host in connection with the Booking if this is deemed relevant.
- 6.4 You agree that if you have caused Property Damage and not met your associated liabilities then your details may be held by SUPERHOG on a Watchlist.

## 7. DATA PROTECTION

### 7.1 [...]

## 8. GENERAL

- 8.1 Any notices required under this agreement will be deemed if sent by email to the Guest, provided that no such notification of non-delivery is received, and the notice will be deemed served eight hours after sending of the email.
- 8.2 The unenforceability or invalidity of any clause in this Agreement shall not have an impact on the enforceability or validity of any other clause.
- 8.3 This agreement is governed by and construed in accordance with the laws of England and Wales. The Host and Guest agree to submit to the exclusive jurisdiction of the English courts.