

General Terms and Conditions

Moodz Spa & Resort forms part of Salina Breuk, Unipessoal LDA, registered under no. 516521420.

Article 1 (Scope of application)

- These terms and conditions apply to the agreements for accommodation and related agreements to be concluded between Moodz Spa & Resort and the guest(s) to be accommodated. Any details not contained herein are governed by laws and regulations and/or generally accepted customs.
- If Moodz Spa & Resort has concluded a special agreement with the guest, insofar as this special agreement does not conflict with laws and regulations and generally accepted customs, the special agreement takes precedence over the provisions of these terms and conditions, without prejudice to the provisions of the previous paragraph.

Article 2 (application accommodation agreement)

- A guest who intends to enter into an accommodation agreement with Moodz Spa & Resort must notify Moodz Spa & Resort of the following:
 1. Name, copy of ID card or passport details, gender, nationality and date of birth.
 2. Date of the stay and estimated time of arrival
 3. Accommodation costs (according to the system at the time of booking); and
 4. Other information deemed necessary by Moodz Spa & Resort.
- If during his stay at Moodz Spa & Resort, the guest asks to extend his stay after the date in paragraph (2) of the previous paragraph, this will be considered as an application for a new accommodation contract at the time this request is made.
- 35% of the total amount must be paid within 12 hours of booking, otherwise the booking will be cancelled. The final amount of 65% of the total amount must be paid 35 days before arrival; this can be done by various payment methods via our website.

If this payment is not made at that time, it must be made in cash at the latest on the day of arrival at Moodz Spa & Resort. This does not include the deposit!

Article 3 (Conclusion of accommodation agreements, etc.)

- An accommodation agreement is deemed to have been concluded when Moodz Spa & Resort has duly accepted the application in accordance with the previous article. However, this does not apply if it has been demonstrated that Moodz Spa & Resort has not accepted the application.
- The deposit, in accordance with the deposit and cancellation conditions of Moodz Spa & Resort, is first used to settle costs payable by the guest, then for cancellation costs as referred to in Article 6 and lastly for compensation as referred to in Article 17, insofar as applicable. The balance, if any, will be refunded upon payment of the accommodation as stated in Article 11. The deposit must be paid within 12 hours, at time of booking.
- If the guest fails to pay the deposit (*within 12 hours of the booking*) on the date stated in paragraph 2, the accommodation agreement is declared invalid. However, this only applies if the guest has been informed in this way by Moodz Spa & Resort when determining the term for payment of the deposit.
- A deposit must be paid in cash on arrival. The deposit for the villa is € 500.00 and € 300.00 for the lodge.

The deposit will be refunded to the bank account within five days, provided the accommodation is left tidy and no items are broken.

Article 4 (Special agreements without deposit)

- Without prejudice to the provisions of paragraph 2 of the previous article, Moodz Spa & Resort may enter into a special agreement whereby no guarantee of accommodation is required after the agreement has been concluded as stipulated in the same paragraph.
- If Moodz Spa & Resort has not requested payment of the deposit as referred to in paragraph 2 of the previous article when accepting the application for an accommodation agreement and/or has not set the deposit payment date, the agreement will be treated as if Moodz Spa & Resort has accepted a special agreement as referred to in the previous paragraph.
- If Moodz Spa & Resort has not requested payment of the deposit as stipulated in paragraph 2 of the previous article when accepting the application for an accommodation agreement and/or has not stated the deposit payment date, it will be treated as if Moodz Spa & Resort has accepted a special agreement prescribed in the previous paragraph.

Article 5 (Refusal of accommodation agreements)

Moodz Spa & Resort can refuse to conclude an accommodation agreement in one of the following cases:

- The request for accommodation is not in accordance with the provisions of these terms and conditions;
- All rooms at the resort are reserved;
- the person seeking accommodation in the hotel violates laws and regulations or acts contrary to public order or morality with regard to his accommodation;
- The person visiting Moodz Spa & Resort belongs to or is affiliated with an organised crime group or is a recognised criminal or affiliate of an organised crime group (hereinafter “crime groups” and “gangster”), according to local authorities.
- The person visiting the resort is a member of a corporation or another group owned or controlled by a gang or gang members;
- The person is a member of a company that includes one or more gang members;
- The person visiting the resort performs acts that seriously disturb the other guests;
- The person visiting the resort engages in compulsive acts such as violence against staff, threats or blackmail of staff, or makes an unreasonable demand, or has a history of similar acts;
- The person staying at the resort can be clearly identified as a carrier of an infectious disease;
- Moodz Spa & Resort is unable to provide accommodation due to natural disasters, facility failures and/or other unavoidable causes;
- The person visiting the resort is drunk and may be a nuisance to other guests;
- The person requests a room with the hidden intention of making a profit for himself or a third party, for example, by selling items on and around the resort or in the room he has booked.
- The person does not comply with the provisions of these terms and conditions or with the provisions regarding the payment and/or cancellation of the room established at the time of the reservation(s).

Article 6 (the guest’s right to cancel the agreement)

- The guest has the right to cancel the agreement by informing Moodz Spa & Resort.
- If the guest has cancelled the accommodation agreement in whole or in part due to causes for which the guest is liable (*except when Moodz Spa & Resort has requested payment of the accommodation deposit within a certain period as prescribed in paragraph 2 of Article 3 and the guest cancelled the agreement before any payment was made*).

The guest must pay a cancellation fee according to the cancellation policy set out on the Moodz Spa & Resort website. However, if a special agreement has been concluded as prescribed in Article 4, paragraph 1, this only applies if Moodz Spa & Resort has informed the guest of his obligation to pay the cancellation costs if he cancels the agreement.

Article 6a (Check-in)

On the day of arrival, guests can check in between 15:00 and 17:00. You must inform us of your arrival time (via WhatsApp), because you will be met by one of our team members.

If you arrive after 17:00, please let us know as soon as possible so we can explain the self check-in process.

- If the guest does not show up before 22:00 (or 2 hours after the estimated time of arrival if indicated in advance by the guest) on the date of his stay without prior notice, this will be considered as a cancellation of the accommodation agreement by the guest.

Article 7 (Moodz Spa & Resort's right to cancel the accommodation agreement)

Moodz Spa & Resort can cancel the accommodation agreement if:

1. The guest has not provided the information requested by Moodz Spa & Resort before the date specified in Article 2, paragraph 1.
2. Moodz Spa & Resort has requested the payment of the accommodation deposit as provided for in Article 3, paragraph 2, but has not received it by the stipulated date.
3. One of paragraphs 3 to 11 of Article 5 will apply.
4. The guest does not comply with prohibited acts such as smoking in the building, tampering with fire extinguishers and otherwise violating the regulations.

If Moodz Spa & Resort has cancelled the accommodation agreement in accordance with the previous paragraph, Moodz Spa & Resort will not charge the guest for the services he has not received during the contract period.

Article 8 (Registration)

The guest must register the following information with Moodz Spa & Resort in advance:

- Name, age, gender, nationality, copy of ID card or passport.
- Estimated time of arrival.
- Other information deemed necessary by Moodz Spa & Resort.

Article 9 (Opening hours)

- Guests staying at the resort have the right to use the areas from 15:00 on the day of arrival until 11:00 the next morning. However, if the guest stays at the resort continuously for a certain period of time, they may use the areas all day, with the exception of the days of arrival and departure.

- Notwithstanding the provisions of the previous paragraph, Moodz Spa & Resort may allow guests to use the rooms for longer than the time specified in the previous paragraph. In this case, however, additional costs will be charged.

Article 10 (Compliance with the regulations)

Guests must comply with the regulations drawn up by Moodz Spa & Resort.

Article 11 (Payment of accommodation costs)

- The accommodation costs, etc. referred to in the previous paragraph must be paid upon the guest's arrival or at the request of Moodz Spa & Resort.
- The accommodation costs are also due if the guest voluntarily does not use the accommodation made available to him by Moodz Spa & Resort.

Article 12 (Obligations of Moodz Spa & Resort)

- Moodz Spa & Resort will pay the guest compensation for damage caused to the guest by Moodz Spa & Resort in the performance or non-performance of the accommodation agreement and/or related agreements. However, this does not apply if the damage is caused by causes for which Moodz Spa & Resort is not liable.
- Moodz Spa & Resort's liability for the accommodation begins with the guest's check-in and ends with the guest's departure from the resort.

Article 13 (When it is not possible to make contracted rooms available)

- If Moodz Spa & Resort is unable to offer the guest contracted rooms, Moodz Spa & Resort will, with the consent of the guest, offer alternative accommodation of the same quality.
- If despite the provisions of the previous paragraph, no alternative arrangement can be made, Moodz Spa & Resort will pay compensation equal to the cancellation costs and the compensation will be used to remedy the damage. However, if Moodz Spa & Resort is unable to provide alternative accommodation for reasons for which Moodz Spa & Resort is not liable, no compensation will be paid to the guest.

Article 14 (Handling of the guests' items)

- Moodz Spa & Resort is not liable if any (valuable) item in the room is broken, damaged or stolen.
- Moodz Spa & Resort will indemnify the guest when intent or negligence of Moodz Spa & Resort causes loss, breakage or damage to the guest's goods or valuables brought onto the premises of Moodz Spa & Resort.

Article 15 (Storage of the guest's luggage and/or belongings)

- If the guest's luggage arrives at Moodz Spa & Resort before he does, Moodz Spa & Resort is only obliged to keep it if the guest's request to keep his luggage has been accepted by Moodz Spa & Resort in advance.
- When the guest's luggage or belongings are found after check-out and ownership of the item has been confirmed, Moodz Spa & Resort will notify the owner of the abandoned item and ask for further instructions. If such instructions are not given to Moodz Spa & Resort by the owner or if ownership is not confirmed, the valuables or items containing personal information will be handed over to the nearest police station within seven days of being found. All other items, if not claimed within three months of their discovery, will be disposed of appropriately.

However, food or drink that may affect the cleanliness of Moodz Spa & Resort and other items such as cigarettes and magazines will be removed on the same day they are found.

- Moodz Spa & Resort's liability for keeping the guest's hand luggage and/or belongings in the cases described in paragraphs 1 and 2 above is in accordance with the provisions of paragraphs 1 and 2 respectively of the preceding article.

Article 16 (Liability for parking)

Moodz Spa & Resort is not liable for the safekeeping of the guest's vehicle when using the Moodz Spa & Resort car park, as Moodz Spa & Resort only provides a parking space and cannot be held responsible for the management of the vehicle.

Article 17 (The guest's liability)

The guest must reimburse Moodz Spa & Resort for all damage caused by his intent or negligence.

Article 18 (Jurisdiction and applicable law)

All disputes regarding the accommodation agreement between the hotel and the guest will be settled by the (district) court that has jurisdiction for the place where Moodz Spa & Resort is located and in accordance with Portuguese law.

Article 19 (Accessibility or special needs)

As Moodz Spa & Resort is located in a mountain area, it does not have social areas that are fully accessible. For more information, please visit www.moodz.pt.

Article 20 (Dispute settlement procedure)

If any dispute arises out of or in connection with this agreement, or the breach thereof, and if such a dispute cannot be resolved by negotiation, the parties agree in good faith to attempt to resolve the dispute by mediation in accordance with the Mediation Rules of the Portuguese Arbitration Association, before resorting to arbitration in connection with this agreement.

If the mediation referred to in the above article does not lead to a resolution of the dispute, the dispute arising out of or in connection with this agreement, including a dispute about the validity or existence of the agreement, will be settled by the court of Faro, Portugal.

Article 21 (Use of personal data)

Moodz Spa & Resort respects the privacy of users and is committed to protecting the confidentiality of personal information provided to us in accordance with applicable law, in particular the General Data Protection Regulation.

Privacy and personal data

The privacy policy of Moodz Spa & Resort, hereinafter referred to as the policy, applies to all data collected, resulting from the use of Moodz Spa & Resort or the website of Moodz Spa & Resort, with which the user can be identified as a natural person, and thereby gives his/her consent with regard to the processing of his/her personal data under the conditions set out in this policy.

We hope this policy helps the user understand what kind of information we collect, the reason for this collection and how we process it. Personal data is any data that can be used to identify an individual, such as name, email address, postal address, telephone/mobile number or other data necessary for Moodz Spa & Resort to provide the information or service requested from the end user.

Moodz Spa & Resort, in conjunction with its technology partners who provide features for the reservation engine and newsletter subscription, does not automatically collect personal

information. With the consent of the user, all personal information is provided through forms that serve the following purposes:

- Provision of services for bookings and reservations - enabling us to provide our services; we will treat the personal data exclusively for this purpose. In addition, the user's data will continue to be processed for all pre- and post-service communications until the entire process is completed.
- Providing communication services, clarifying doubts, suggestions and/or complaints; - conducting marketing activities.
- Marketing effects - where we keep the user informed about our news, promotions, etc.

All end users will collect non-personal data for statistical purposes, from the IP address (address indicating the location of a particular computer), the browser used, the operating system (OS) used, the number of interactions and the time a user was on the site, making no connection whatsoever between IP address, or other data that is not personal, and any user registered in our database. Moodz Spa & Resort will retain the personal data provided for the period necessary for the provision of services, invoicing and compliance with statutory obligations.

Sharing information and data protection Moodz Spa & Resort does not sell its users' personal data to third parties. Moodz Spa & Resort may transfer personal data to other companies or individuals in the following circumstances:

- When the user has given consent or when it is necessary to provide a product or service (in these cases, only the minimum information necessary to fulfil the request). Despite all efforts, Moodz Spa & Resort is unable to guarantee the complete and absolute inviolability of the security of the information in its possession and therefore calls for all precautions to be taken with regard to the protection of personal data when using the Internet.
- Right to change, rectify and delete data. We can process your personal data because you have given us permission or to fulfil an agreement. You can request for your data to be deleted.
- You have the right to request that we suspend the processing of your personal data for a period of time if you believe we are not doing so on a correct basis. Lastly, in

certain circumstances, you can require that we do not carry out any automated processing or profiling.

If you no longer want your personal data to appear in Moodz Spa & Resort's computer files, you can exercise the right to cancel and delete data at any time.

We are not required to appoint a data protection officer, so any query related to our use of your personal data should be made via our contact form on our website www.moodz.pt.

Update privacy policy.

This document is subject to change at any time, as our processing of personal data and processing services evolve. If we want to use your personal data in a way that we have not previously established, we will contact you to provide information about that use and, where necessary, obtain your consent.

If the change is material and affects how Moodz Spa & Resort uses its users' personal data, they will be notified via a notice.

See also our privacy statement, which you can download on our Downloads page.

The right to complain

If you have a complaint about our handling of your personal data, we prefer that you first contact us directly so we can resolve your complaint.

However, you can also contact the Portuguese National Data Protection Commission through its website <https://www.cnpd.pt/> or at Comissão Nacional de Protecção de Dados, Rua de São Bento no. 148-301200-821 Lisbon, Portugal.

Article 22 (Force majeure)

Neither Party is liable for any failure or delay in the performance of any obligation under this agreement due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent that such causes are beyond its reasonable control:

Force majeure, accidents, riots, war, acts of terrorism, epidemics, pandemics (including the COVID-19 pandemic and similar pandemics), quarantine, civil commotion, failure of communication facilities, failure of web hosts, failure of Internet service providers, natural disasters, government acts or omissions, changes in laws and regulations, national strikes, fire, explosions or a general lack of availability of raw materials or energy.

To remove any doubts, force majeure does not include (a) a party's financial difficulties or inability to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations under this agreement.

Article 23 (events)

These terms and conditions apply to the agreements regarding the rental and use of the facilities at Moodz Spa & Resort for holding events such as retreats and yoga classes, etc.

Any subletting or further letting of rented spaces and invitations to interviews, sales events and similar events require the prior written approval of Moodz Spa & Resort.

The customer's terms and conditions only apply if they have been the subject of an explicit prior written agreement. An agreement is concluded by Moodz Spa & Resort's acceptance of the customer's reservation request.

If the customer is not the actual organiser or if the organiser uses the services of a commercial agent or organiser acting in the capacity of the customer, the customer and the organiser are jointly and severally liable towards Moodz Spa & Resort for all obligations arising from the agreement.

Moodz Spa & Resort is liable for the obligations arising from the agreement. To the extent such exclusion is permitted by law, the customer is not entitled to any compensation.

This provision does not apply in the case of damage resulting from injury to life, body or health in cases where Moodz Spa & Resort is responsible for a breach of duty, as well as for all other damage resulting from an intentional or grossly negligent breach of duty by Moodz Spa & Resort.

In the event of malfunctions or defects in the services of Moodz Spa & Resort, Moodz Spa & Resort will endeavour to remedy the situation as soon as it becomes aware of this or has received a complaint from the customer. The customer will do everything that can reasonably be expected to help rectify the malfunction and minimise the damage. In addition, the customer undertakes to inform Moodz Spa & Resort in a timely manner of the possibility of unusually extensive damage.

Any claim against Moodz Spa & Resort expires after six months after departure, unless mandatory statutory provisions provide for longer periods.

If the number of participants changes, the customer must inform Moodz Spa & Resort of this no later than eight working days before the start of the event; the change must be approved in writing by Moodz Spa & Resort.

In the event of an increase in the number of participants, the true number of participants will be charged.

If the number of participants deviates by more than 5%, Moodz Spa & Resort is entitled to re-determine the agreed prices and to change the confirmed rooms, unless this is unreasonable for the customer.

If the agreed start and end times of the event are changed and Moodz Spa & Resort agrees to these changes, Moodz Spa & Resort may charge an appropriate fee for any additional availability of services, unless the changes are the responsibility of Moodz Spa & Resort.

Exceptions to this provision are subject to written agreement with Moodz Spa & Resort. In such cases, a contribution to cover the general costs will be charged.

- If Moodz Spa & Resort makes technical and other equipment of third parties available at the Customer's request, Moodz Spa & Resort acts in the name, under the authority and for the account of the Customer.

The customer is responsible for the careful handling of this equipment and for its proper return. The customer indemnifies Moodz Spa & Resort against all third-party claims arising from the provision of this equipment.

If the Customer wishes to use its own electrical equipment and connect it to the electricity network of Moodz Spa & Resort, written permission from Moodz Spa & Resort is required. Any malfunction or damage to the technical equipment of Moodz Spa & Resort caused by the use of the customer's equipment will be the responsibility of the customer, unless the damage is the responsibility of Moodz Spa & Resort.

Moodz Spa & Resort can calculate and charge the costs for electrical power caused by the use of the customer's equipment in the form of a flat-rate fee.

If the hotel's equipment remains unused due to the customer using his own equipment, Moodz Spa & Resort may charge a malfunction fee.

Malfunctions in the equipment made available by Moodz Spa & Resort, both technical and otherwise, must be remedied immediately. Unless Moodz Spa & Resort is responsible for these malfunctions, the customer has no right to withhold or reduce payments.

All documents and other items belonging to the client, including personal items, are taken to the event areas of Moodz Spa & Resort at the client's risk.

Moodz Spa & Resort is not liable for any loss, destruction or damage, nor for financial loss, except in the case of gross negligence or intent on the part of Moodz Spa & Resort. This provision does not apply to damage resulting from injury to life, body or health.

Decorations brought by the customer must comply with fire regulations. Moodz Spa & Resort has the right to request official documentation for this. In the absence of this documentation, Moodz Spa & Resort is entitled to remove the items brought by the customer from its premises at the customer's expense. To avoid any damage, the customer must make the necessary arrangements with Moodz Spa & Resort before setting up or fixing his items.

The documents and other items brought by the customer will be removed immediately after the end of the event. If the customer fails to do so, Moodz Spa & Resort is entitled to remove these items at the customer's expense.

The customer is liable for all damage to buildings, furnishings and furniture caused by delegates or visitors to the event, by his staff, by other third parties in the vicinity of the customer or by the customer himself.

Moodz Spa & Resort may request suitable securities from the customer (e.g., insurance, deposits, guarantees).

Changes to the general terms and conditions

We reserve the right to make changes to our general terms and conditions. You are therefore recommended to consult the general terms and conditions regularly so you are aware of the changes that have been made.

About us

Our company details can be found on the information page on our website www.moodz.pt.

Other

You can view and download all documents on our Downloads page.