

TERMS AND CONDITIONS / CANCELLATION POLICY

You never know what can happen while preparing for a trip, so please read our terms and conditions carefully to ensure a smooth journey! For any information, always remember to contact us via email or phone. We always find a way to help and satisfy our kind customers!

1. Booking Terms and Conditions

- A. These terms and conditions define the rights and obligations that apply to you when you reserve a room directly at the hotel or via one of our digital channels (such as our Hotel Belvedere website, central reservation number, mobile site, or WhatsApp).
- B. You (hereinafter Guest/Customer/You/Your) will be asked to confirm your acceptance of these terms and conditions when you make a reservation.

2. Reservation/s

- A. To reserve your room please follow the instructions on the website, mobile site, or WhatsApp (as applicable).
- B. You must be at least 18 years old to make a reservation. Anyone staying at the hotel under 18 must be accompanied by an adult. A valid ID/Passport may be requested on check-in.
- C. Our Hotel accepts *Visa*, *MasterCard* and *Rede Vinti4* to secure a reservation.
- D. Please check that the details of your reservation are complete and accurate before you confirm your reservation. We will not be liable for any delay or non-performance if you provide us incorrect information.
- E. We will confirm our acceptance of your reservation by sending you an email to the email address or WhatsApp phone number that you provide during the reservation process. The contract between us for the provision of your room and any additional services added to your reservation will be formed when you receive this email confirmation from us.
- F. You are solely responsible for your choice of services and the suitability of those services for your needs. We cannot be held responsible in this respect.
- G. The Customer does not acquire the right to be provided with specific rooms.
- H. The Parties to the contract are the hotel and the Customer. If a third party placed the order on behalf of the Customer, then that party shall

be liable vis-à-vis the hotel for all obligations arising from the hotel accommodation contract as joint and several debtors together with the Customer, insofar as the hotel has a corresponding statement by the third party.

- I. Rates published online are not valid for Group Bookings. A “Group Booking” is defined as a booking for 5 rooms/suites/apartments or more with the same or similar arrival and departure date.
- J. In case of any reservation that has been identified as a Group Booking via Hotel Belvedere Website, the hotel reserves the right to:
 - contact the client in connection with special conditions and rates relating to Group Bookings.
 - refuse and cancel any such reservations if the client has not accepted the hotel’s applicable special booking conditions and rates.
 - Exceptions to this are Group Bookings which are reserved via an authorised and dedicated booking link
- K. For complaints relating to hotel reservation, please contact the hotel by email (bookings@hotelbelvedere.cv).
- L. Any claims against the hotel shall be time barred according to the applicable Cape Verdean laws and regulations.

3. Room Prices

- A. There are two types of fares:
 - I. Refundable
 - II. non-refundable.
- B. In case of refundable fare, there are various options according to the period chosen (low, medium, high season).
- C. Room prices are per room, per night and are inclusive of VAT at the applicable rate at the time of your reservation. If the rate of VAT changes between the date of your reservation and the date of your stay, we may adjust the rate of VAT but the price you pay will remain the same.
- D. Meals, beverages, and alcohol along with any other extras are not included in the room price but you may be able to add them to your reservation during the booking process or they may be available to you during your stay.

4. Cancellation

- A. To the extent the hotel and Customer agreed in writing upon a date for a cost-free cancellation of the contract, the Customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel. The Customer's right of cancellation shall expire if he does not exercise his cancellation right in writing vis-à-vis the hotel by the agreed date.
- B. The *Non Refundable Reservations* cannot be changed and/or cancelled in any way, and sums paid in advance as a deposit are non-refunded and are non-transferable. Full payment will be taken at the time of booking.
- C. A cancellation reference will be given and should be retained as proof of cancellation.
- D. If you have made a *group booking*, please check the *Cancellation Requirement for Groups*.
- E. Our right to cancel
 - I. Your breach (*we may cancel your reservation at any time with immediate effect by giving you written notice (which includes email)*) if:
 - you do not pay us when you are required to do so; or
 - you break the contract between us in any way.
- F. If we cancel your reservation where you are at fault, we reserve our legal rights in respect of your breach of contract. Where your stay had/has not yet started, the total payment made or to be made by you for such room shall be deemed a cancellation charge and is not for any service.
 - I. Events outside our control
 - We may also cancel your reservation if an event out of our control (including but not limited to industrial action, explosion, outbreak of disease, health and safety issues, fire, flooding, and failure of power and/or water supplies or emergency evacuation) means that we are unable to make your room available to you. In this case, we will contact you to let you know as soon as possible and:
 - a. if you have already paid for your room, we will refund your payment to you; or
 - b. If you have not yet paid for your room, you will not have to make any payment to us.
- G. Save as set out above, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations

that are caused by an event outside of our control. This does not affect your statutory rights.

If rooms are not used by the Customer, the hotel must apply credit for the income from renting the rooms to other parties and for saved expenses.

At its discretion, the hotel may demand the contractually agreed compensation and make a flat rate deduction for saved expenses. In this case, the Customer shall pay a percentage, determined by the applicable laws or the hotel's internal regulations, of the contractually agreed rate for lodging with or without breakfast.

Guests departing before their booked checkout date will be charged for the remaining nights of the original reservation confirmation.

We reserve the right to:

- change your room allocation and/or hotel location at any point during your stay for any reason; or
- cancel any booking(s) due to health and safety concerns or full or partial closure of the hotel. In the event we have to cancel your booking(s), we will attempt to notify you and a full refund will be processed to the same debit/credit card, though it may take a few days for the funds to reach your account.

Registration

In the application of the regulations in certain countries, Customers may be asked on arrival at the hotel to fill out a police registration card. For this purpose, Customers will be asked to provide identification so that a check can be made to decide if they need to complete the registration.

Some of our hotels have Internal Regulations for Customers and You accept to be bound by and undertake to respect these regulations.

Our hotels offer WIFI access that allows you to connect to the internet. You undertake to ensure that computing resources made available by us are not used for any illegal purposes or in any way for reproduction, representation, provision or communication to the public work or object protected by copyright or related right such as texts, images photographs (and so on) without the authorization of the copyright holder when this authorization is required.

Your information

We keep your data safe and secure. We process personal data collected by us in connection with your use of our wireless network. Full details about how we use your data are set out in our Privacy Policy. When making a reservation, including by using our , you consent (on your behalf and behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.

Occupancy

You must not exceed the maximum occupancy for the room allocated to you. We reserve the right to conduct checks on occupancy. Occupancy is not transferable.

Children under 18 are not permitted to stay in the hotel unless a parent or guardian is also staying in the hotel. We reserve the right to request valid photographic proof of identity and age, so please bring this with you, otherwise where requested you will not be permitted to stay.

Unless otherwise agreed in writing on the booking confirmation, You are entitled to check in at any time from 3:00 p.m. on the agreed arrival date. The Customer does not have the right to earlier availability.

On the agreed date of departure, You shall kindly vacate your room(s) and make it/them available to the hotel no later than 11:00 a.m. unless otherwise agreed in writing. After that time, on the grounds of the delayed vacating of the room for use exceeding the contractual time, the hotel may charge 50 percent of the full accommodation rate for the additional use of the room until 6:00 p.m. (after 6:00 p.m.: 100 percent). The Customer is at liberty to show the hotel that it incurred no or much lesser claim to use damages. The hotel shall act to remedy upon knowledge thereof or upon objection without undue delay by the Customer. The Customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage at a minimum.

Insofar as a parking space is provided to the Customer in the hotel garage or a hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is exchanged. The hotel assumes no liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property, nor the contents thereof, excepting cases of intent or gross negligence.

Wakeup calls are carried out by the hotel with the greatest possible diligence. Messages, mail and merchandise deliveries for guests are handled with care. The hotel assumes no liability in this regard but will make its best effort to deliver, hold, and for a fee forward such items (on request).

Paying for your room

If you have not paid for your room and any extras added to your booking in full at the time you make your reservation, you will need to pay on the date of departure. If payment is not made on that date, the hotel will charge the credit or debit card you used to secure your reservation.

Payment may be made by cash (with proof of identification) and credit/debit card (Visa, MasterCard, Rede Vinti4). The expiry date of your debit/credit card must be later than the end of your stay. We do not accept personal cheques.

Our liability

We accept liability for death and personal injury arising from our negligence or that of our employees and agents. We do not seek to exclude our liability for fraudulent misrepresentation by us or our employees or agents.

We do not accept liability for failure to meet any of our obligations where such failure is due to events beyond our reasonable control.

If we breach these terms and conditions for reasons within our control, we shall only be liable for losses that are direct losses and a reasonably foreseeable consequence of such breach.

Save as prohibited by applicable law, we shall not be liable whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, for any indirect or consequential losses including:

- loss of income, sales or revenue;
- loss of business;
- business interruption;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of reputation and/or goodwill; or
- wasted management or office time.

Where we are liable to you (save as prohibited by applicable law) our maximum liability to you whether, in contract, tort (including negligence) or for breach of statutory duty shall in no event exceed the price of your reservation unless applicable law otherwise dictates, in which case our liability will be limited to the maximum prescribed under applicable law.

Cancellation Requirement for Groups:

- At least 90 days before the arrival date the reservation can be cancelled without any penalty. The cancellation must be made by e-mail.

During this period (90 days) of the agreed arrival date the guest is liable for payment of the following cancellation fees.

- Cancellation no later than 45 days before the arrival date- 50% of the agreed total price;
- Cancellation no later than 30 days before the arrival date : 75% of the agreed total price;
- Cancellation no later than 10 days before the arrival date : 95% of the agreed total price;
- In case of no-show late arrival or early departure : 100% of the agreed price.

The cancellation must be made by e-mail and received by the hotel no later than stipulated dates (90,45, 30 or 10 days) before the arrival date.

2- When the guest is leaving earlier than the expected check-out date the payment is 100% including the services not used but included.

Group Travel

In case a guest decides not to keep his trip no later than 30 days before the arrival date, the person in charge of the reservation must inform by email the actual number of arriving guests to the hotel.

If a guest or all the crew decides to cancel less than 30 days before the arrival date the points 1 and 2 of the cancellation requirements will apply as we said above.

In case of cancellations the deposit or bank transfer won't be returned.

Settlement of disputes and applicable law

In the event of a dispute relating to these terms and conditions, You should first contact our customer services or the hotel of your stay to attempt to resolve the dispute amicably.

These terms and conditions and any non-contractual obligations arising in connection with them are governed by the laws of the country where the hotel is located.

The courts of the country where the hotel is located have exclusive jurisdiction to determine any dispute arising in connection with these terms and conditions, including disputes relating to any non-contractual obligations.

Website information

While all reasonable efforts have been taken to ensure the accuracy of information on our website/s, we do not accept responsibility for errors or omissions and reserve the right to amend or cancel the arrangements featured on our websites without notice. Please note that in certain circumstances, generic photographic images have been used to represent the general style of a particular hotel.

The content of the websites is our copyright and may not be copied, reproduced, published, distributed or amended for any other purpose without our prior written consent.

Trademarks used on the websites are the property of the respective owners. Hyperlinks to third party websites are provided for your convenience. We shall not be held responsible for the content or use of third-party sites.

Hotel Belvedere reserves the right to modify these terms and conditions at any time and you should therefore check these each time you make a reservation. The terms and conditions applicable to your reservation will be in place on the date that you make your reservation.

Contact us

If you require further information or have any questions regarding our website or these terms and conditions, then please write to us at booking@hotelbelvedere.cv

HOTEL INFORMATION:

Hotel Belvedere
Complexo Pombas Brancas
Madeiralzinho, Mindelo São Vicente - Cabo Verde
NIF 268943508

Bank informations:

Account name: MINDELO TURÍSTICA SOCIEDADE DE INVESTIMENTOS SA
Banco BAI
Account nº 1100027107001
NIB - 000811000002710700189
IBAN - CV64000811000002710700189
SWIFT - BAIPCVCV