
TERMS OF SALE OF "A Pousada CHIC"

Article 1 – DEFINITIONS

Under these conditions, each of the expressions listed below shall have the following meaning:

1. "Customer": Natural or legal person paying for staying at the Hotel
 2. "Stay": The fact of staying at the hotel upon payment
 3. "Hotel": All the private accommodation units, public areas with the various services (reception, bar, restaurant, swimming pool, massage room, parkings, playground, kite storage)
 4. "Reservation": The act of allocating one or more accommodation unit(s) and the associated services to a customer for a set period
 5. "Deposit": Early payment of a share of the estimated amount of the stay
 6. "Reservation Form": Document completed by the customer stating his desire to apply for a number of accommodation units and any associated services for a set period
 7. "Essential Elements": services included in the stay (eg accommodation, catering)
 8. "High season": Period during which the hotel is more active. This period is set every year and is specified in the rates schedule.
 9. "Peak Season": Period during which the hotel is the most active. This period is set every year and is specified in the rates schedule.
 10. "High and Peak Season": Combination of both periods defined above
 11. "No show": Failure to honor a reservation by neither canceling or coming to the Hotel to occupy an accommodation unit on a set date.
 12. "Average season": Period during which the hotel is moderately active. This period is set every year and is specified in the rates schedule.
 13. "Off-season": Period during which the hotel is the least active. This period is set every year and is specified in the rates schedule.
 14. "Accommodations": Accommodation Units that are made available to the customers upon payment.
 15. "Customers Guidebook": Non-contractual document intending to provide synthetic information related to the hotel.
- The instructions contained in this document are given according to the state of regulation at the time of publication (2012) and may be altered according to any change(s) that could occur since its release.

Article 2 - REGISTRATION & RESERVATION

The customer must make sure to read the specified additional technical and practical information for his stay. Those information shall be delivered to him at arrival or previously sent by email on registration of his application for reservation and can also be found on our website.

Every reservation means a total agreement of the customer with the general terms of sale. These terms of sale supersede any and all other document.

2.1 - Information prior to reservation

2.1.1 - Number of guests

When making the reservation, the customer will be asked the exact number of guests, their full name and the age of the children who will stay in the accommodation with him. Indeed, each accommodation is designed and insured for a maximum number of persons, as mentioned in the description. Any excess will either be refused or charged extra.

2.1.2 - Special Situations

The customer must always inform of his health status or disability, of his/her being underage or under guardianship, etc... when making the reservation in order to define the suitability and quality of the stay.

2.2 - Reservation

All reservations must be guaranteed by a credit card number (Visa, Mastercard, American Express) The reservation becomes effective upon receipt of deposit required : 50% of total price. Reservations will only be considered firm when the deposit of 50% of the total amount of the stay is paid. If no deposit is paid, the reservation is canceled.

The reservation takes effect on receipt of the deposit and of the completed and signed reservation form.

For an individual or Agency for the payment of the balance of the stay will be in cash, 10 days before the customer entered.





Article 3 - RATES & PRICES

3.1 - Rates – Price

Our rates shall be applied to all our customers on the same date.

Prices are in reals, and shall be confirmed to the customer when making the reservation.

Indeed, rates are not legally binding and can be modified without notice until the confirmation of the reservation.

The legally binding rate is set when making the reservation. It is subject to change, within the legal and regulatory limits, according to the variations of the VAT rates, if occurring between the date of reservation and the date of final payment.

The rates are per room, per night and per week, unless otherwise stated. They include benefits and services listed on the reservation form. They do not include the additional services nor the surety deposit.

All prices, dates and conditions of stay shall be confirmed to the customer by the Hotel prior to arrival. However, in exceptional cases and according to information subsequent to the release of this document, the Hotel might need to alter benefits or rates without having to update previous records.

3.2 - Local taxes

The local taxes are collected on behalf of municipalities and, therefore, are not included in our rates. They are per night, per.

Article 4 – CHANGES TO RESERVATION

4.1 - Changes to reservation for force majeure /acts of god

In cases of force majeure (acts of god), beyond our control, or for safety or maintenance reasons, the hotel could be compelled to partially or completely make changes to its offers (total or partial closing of the site, of a common equipment, etc...). In such circumstances, the hotel will notify the customer in writing, specifically through fax or email, within the 24 hours after the date of occurrence of the events. Thereby, the contract binding the hotel to the customer will automatically be suspended from the date of occurrence of the event, with no right to compensation. If the event were to last longer than 30 days from the date of occurrence referred above, the sales contract binding the hotel to the customer could be terminated by either party, without any of the parties being entitled to claim any compensation or damages.

Such termination shall become effective on submission of the registered letter with return receipt terminating the sales contract.

4.2 – Changes made by the Hotel to essential elements

If the hotel were compelled to make changes to one of the essential elements of the stay and the customer is informed by registered letter, with return receipt, at least fifteen days before his arrival, if the hotel has the information in the time period, then the customer could either:

- terminate the contract and get an immediate and total refund,

- or accept the changes proposed by the hotel. An addendum detailing the changes shall then be signed by both parties. Any decrease in price shall be deducted from the amounts potentially remaining due by the customer and, if the payment which has already been made by the latter exceeds the price of the modified service, the overpayment will be refunded before the date of his departure.

4.3 – Changes made by the customer to essential elements

If the customer wishes to make changes to the terms of the stay (date, benefits, etc.), after confirmation of his reservation, the hotel will make every effort to accommodate him. If not possible, these changes will be considered a cancellation from the customer and the cancellation penalties will be applied according to the conditions set up below.





Article 5 - CANCELLATION - INTERRUPTION OF STAY

5.1 – Cancellation

Any cancellation shall be notified by mail, fax or e-mail. The date the cancellation letter is received will be used to determine the effective date of the cancellation.

This date will be the basis for calculating a cancellation penalty according to the hereafter penalties schedule.

The cancellation may be motivated by a force majeure (act of god), we recommend that you purchase a trip cancellation insurance.

In high, average and low season, cancellation penalties will be as following:

Cancellation up to 30 days before arrival: The deposit of 50% corresponding to the total amount of the reservation will be refunded.

Cancellation from 29 to 8 days before arrival: The deposit of 50% corresponding to the total amount of the reservation will be withheld, since the customer must pay 100% of the total amount of the reservation 30 days before arrival.

Cancellation less than 7 days before arrival: 100% of the total amount of the reservation will be charged.

In case of a "no show" or of the interruption of the stay, the customer will be charged the total cost of the initial reservation.

5.2 - Interruption of stay

The customer is not entitled to claim any damages, compensation or reimbursement if he interrupts his stay for any reason whatsoever: force majeure (act of god), minor event or convenience.

The client is solely liable to the Pousada Chic & Chic Turismo Ltda to pay the balance of the price and of the additional costs that would result from the cancellation and from the costs changing the reservation.

Article 6 – THE STAY

6.1 - Arrival and departure time

Accommodations are available to the customer from 3 pm, according to the selected formulas and to the schedule specified on the reservation form in the Customers Guidebook.

The day of departure, accommodations shall be vacated by 12 am.

If this schedule is not followed, the hotel may charge the customer an extra fee.

In case of late arrival, the customer must notify our reception desk at the earliest opportunity, no later than six hours before the expected late arrival

6.2 Ancillary expenses

All ancillary expenses (telephone, options, extra meals, etc. ... expenses not included in the reservation) will have to be paid at the end of the stay, at the reception desk.

6.3 Outside guests

The hotel is a private space and is reserved for its customers.

Any request to invite outside guests shall be sent to the reception desk for evaluation. If agreed, a voucher will be issued. In no event shall outside guests can enjoy entertainment and activities, except for an additional fee.

6.4 - Rules of Procedure

To make life easier during your stay, the rules of procedure are available at the reception desk. Please take some time to familiarize yourself with those rules and respect them.

Disturbances and nuisance: the customer is responsible for disturbances and nuisance caused by people staying in his accommodation. If a customer disturbs other customers or attempts to disrupt the integrity of the facilities, the hotel reserves the right to immediately terminate his stay, with no compensation and no prejudice to the claims for compensation that La Pousada Chic & Chic Turismo Ltda or third parties may argue against him.

Smoking is not allowed in the accommodations.

6.5 – Condition Report

The accommodations are fully equipped with television, dishes, cutlery, bedding, linen, towels. It is expressly forbidden to use the beds without sheets. In his best interest, the customer shall check the inventory and the proper functioning of appliances and bathroom fittings on arrival. It is required that the customer check and report any issues or problems to the reception desk within 48hr after his arrival. Otherwise, it will be considered that the accommodation was delivered with full equipment and the customer will not be able to establish the contrary. No request will

6.6 - Damages

The Hotel facilities and equipment shall be used as originally planned. Any damage to the spaces or destruction of furniture that adorn the hotel or the public buildings implies the strict liability of its author. The customer is personally liable for all damages and losses caused to the accommodation or to the hotel by the persons visiting or staying with him.





Article 7 - LIABILITY & CLAIMS

7.1 – Liability

The hotel cannot be held liable for damages or thefts of personal belongings that could occur in the accommodations or public areas.

The hotel shall not be held liable for nuisance resulting from events of force majeure (act of god) that could disturb, interrupt or make your stay impossible.

The customer must be able to prove that he purchased a P & C Insurance and a Liability Insurance from a reputable, solvent insurance company.

The customer is solely responsible for all goods (cars, luggage, cameras, jewelry, money, etc ...) he has in his possession. Therefore, it is his responsibility to make any decision – within the rules of the hotel – to ensure their safety.

These terms of sale have been drafted and established with the utmost attention. Nevertheless, some non-essential errors may remain but do not alter these terms.

In addition, we draw your attention to the fact that the photos are in no way binding and we assume no liability for them. They shall only be regarded as mere illustrations

7.2 - Claims

Claims will only be considered if reported immediately, in writing, to the Hotel Director, so that we can try and solve the problem with no delay. If the problem cannot be solved locally or if compensation is required, an offer will be made in writing by the Hotel Manager and shall be signed by the customer. In the absence of notification to the Director, the stay will be considered a success, and no claim will be received later.

Emergency repairs that could have to be carried out in an accommodation during the customer's stay will not result in the payment of any compensation to the latter.

If some of the benefits mentioned in the reservation form were not provided, with no fault from the customer, the latter shall be delivered a certificate by the supplier in question.

7.3 - Governing Law

The customer and the Hotel declare that this contract is subject to Brazilian law.

