

# TERMS AND CONDITIONS

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# 1.GENERAL INFORMATION

It is necessary to read these Terms and Conditions before making your reservation. It is important that you understand the contractual relation established when booking with Canadiano Urban Nature Hotel.

Canadiano works as a three-star hotel, providing accommodation as its main service. We can also help you with car rental and tourist entertainment activities. All services provided by Canadian Urban Nature Hotel providers are governed by Portuguese law.

How to contact Canadiano Urban Nature Hotel Customer Support service:

- By Phone by calling (+351) 296 287 421 (24 hours a day)
- By E-mail book@hotelcanadiano.com



# 2.CONTRACT

At Canadiano Urban Nature Hotel, a "booking" refers to a purchase of products or services made through Canadiano and that is accepted by us.

If you have any questions before your trip, you can get in touch with us and we will try to clarify them.

While we strive to ensure the availability and accuracy of Canadiano services, it is possible that errors may appear in the status of your booking.

Once we are aware of the existence of such events, we will do our best to inform you about it within 72 hours of completing your booking. We reserve the right to cancel your booking without any prejudice to you or Canadiano.



## 2.1 CANCELLATION

In case of post-paid reservations made via Canadiano, the customer has the possibility to cancel his reservation, without any penalty, up to 72 hours before the reservation date, if he makes an advance deposit of 50% of the reservation amount.

All cancellations made after that date will result in a penalty corresponding to an amount established in the terms of the booking. In case of no-show or cancellation on the day of arrival, the customer will have to pay the full amount of the reservation.



### 2.2.RESERVATIONS CANCELLED BY CANADIANO

Canadiano Urban Nature Hotel reserves the right to consider a reservation void in cases where there has been a technical failure during the reservation process or an attempt to manipulate the reservation by the customer.

## 2.3. CHANGES

Whenever a customer wishes to change their reservation, no fee will be charged.

If requested to change the services contracted after the trip has started and for reasons not attributable to the Canadiano Urban Nature Hotel (eg extension of nights stay, change of flight) the prices of tourist services may not correspond to those published on www.hotelcanadiano.com .



## 3.OTHER TERMS

#### 3.1. Customer Responsibilities

The customer is responsible for having all the required documents with him/her upon check-in and for verifying their validity. The customer is also responsible for the correct entry of data when making the reservation, both for him and for the people who will accompany him during his stay.

#### 3.2. Customer obligations

Customer agrees to have obligations, including, but not limited to:

• financial responsibility for all transactions carried out on your behalf;

• be at least 18 years old and have legal capacity;

• all information provided about you and your fellow travelers must be truthful;

• Canadiano cannot be used for speculative, false or fraudulent bookings;

• the transmission of threatening, defamatory, pornographic, political or racist material, or any other type of illegal material is expressly prohibited;



Customer may not modify, copy, distribute, transmit, reproduce, publish, license, transfer, sell or create derivatives of any information, software, products or services obtained through Canadiano. Additionally, the customer accepts:

- not to access, monitor or copy content or information from this website using a robot, spider or any other automatic or manual process, for any purpose, without written permission from Canadiano Urban Nature Hotel
- to not violate the restrictions of this website, nor avoid or prevent security measures imposed with the purpose of limiting access to the website;
- to not overload, in any way, the Canadiano technological infrastructure.

#### 3.3. Questions and complaints related to your reservation

Please contact our customer support team if you have any queries or complaints regarding your booking, prior to checkin.

Claims may only be considered if submitted in writing to the Canadiano Urban Nature Hotel.



#### 3.4. Using the services of Canadiano Urban Nature Hotel

Canadiano accepts no responsibility for your ability to access and use the reservation service, nor is it responsible for any interruption that may occur during your use of the service. Canadiano does not guarantee that the reservation service is completely virus free or that it does not have other properties that could cause the loss of information.

#### 3.5. Canadiano Urban Nature Hotel Website Content

Canadiano provides all the general information on our page as a guide only. Canadiano may, at any time, change any aspect of the page, its content, and the reservation service itself, including certain features, information and the database. Canadiano does not guarantee that the information is always up to date and it is the customer's responsibility to ensure that they understand and respect all relevant requirements. Canadiano does not guarantee that the information available on the website (including but not limited to prices, descriptions and dates) is free from errors or omissions, but we are doing everything possible to correct any errors or omissions that may arise, as quickly as possible.



### 3.6. Customer Reviews, Comments, Photos and Other Submissions

Customers will have the opportunity to communicate their opinions about our accommodation service through a specific form, which will be available after their stay. After returning from their trip, the customer will receive an email with a link to their questionnaire, through which they can communicate their degree of satisfaction with our services, as well as propose any improvements and/or changes. By completing the form, the customer agrees to waive any copyright in the information that he or she provides to us and the Canadiano Urban Nature Hotel may use, copy, distribute and/or publish such content in any medium and in any form. By filling out the satisfaction form, the customer undertakes to:

- be the author of everything you write in the opinion, or the copyright owner of the text;
- submit only correct information, on the date of completion;
- not enter information that could offend or cause harm to third parties;
- not to introduce false, malicious, defamatory, abusive or obscene comments, information or material, or which could be interpreted as such;
- not try to deceive or encourage fraudulent or illegal activities.



#### 3.7. Force Majeure

Canadiano will not be held accountable for any failures that may occur during the period of this contract, when these are caused by force majeure events. These include, but are not limited to: government intervention, wars, civil unrest, hijacking, fire, flood, accident, storm, strikes, terrorist attacks, or industrial action that could affect Canadiano suppliers.

#### 3.8. Currency

In general, in Canadiano, prices are expressed in euros, which is the currency used in Portugal. When estimating the price in your local currency, please take into account variations in banking courses, which may change the final price of your stay.



#### 3.9. Copyright and Trademarks

Canadiano and other product or company names, trademarks, logos, photos, videos, text and other copyrighted material mentioned on this page are the property of their respective owners. All content is protected by the copyright and intellectual property laws of Portugal and foreign jurisdictions. Unauthorized use of this content may violate current copyright, trademarks or other intellectual property laws. Material published on the Canadiano website is the property of Canadiano Urban Nature Hotel, unless it is identified as belonging to a third party.

#### 3.10. Privacy Policy

The terms of Canadiano Privacy Policy are incorporated into these terms and conditions. The customer agrees to the use of his information by Canadiano and its suppliers, in accordance with the terms and purposes set out in Canadiano's Privacy Policy. To see the complete document regarding the Privacy Policy, see the respective section on the website.



#### 3.11. Alterations to the Terms and Conditions

Canadiano Urban Nature Hotel reserves the right to modify or update the Terms and Conditions related to the use of the reservation service without notifying the customer. The current version of the Terms and Conditions will be published on the page from the day they come into effect. Continuing to use the page after changing the Terms and Conditions signifies acceptance of the changes in question.

#### 3.12. Governing Law

These Terms and Conditions constitute a contract between the customer and the Canadiano. The customer agrees that any dispute will be resolved by the Ponta Delgada Court, in accordance with the laws of Portugal. Customer further agrees that the Canadiano's failure to strictly enforce these Terms and Conditions does not constitute a waiver of this agreement.

These terms and conditions are drawn up in accordance with the legal regime applicable to hotel units as set out in Decree-Law no. 39/2008 of March 7th.

This accommodation service is offered to you by the Canadiano, based at Rua do Contador 24-A, 9500-050, Ponta Delgada, Azores, Portugal. All legal documents must be sent to this address. All correspondence relating to our Customer Service must be sent via email.



#### 3.13. Notes

Other specific conditions will be included in each booking information.

These terms and conditions may be complemented by any other special ones, as long as duly agreed by the parties.

