



General Terms and Conditions

Silver Seahorse Garden Retreat
Consolação, Peniche, Portugal
Operator: Eloquent Sound Unipessoal LDA
Avenida da Praia da Consolação
2525-431 Peniche, Portugal
VAT No.: 518814564

These General Terms and Conditions apply to Eloquent Sound Unipessoal LDA, operator of the Silver Seahorse Garden Retreat (hereinafter referred to as the "Hotel").

The following terms govern the conclusion of accommodation contracts (room rental as well as catering and event-related services), the provision of guest rooms, event spaces and group allotments, as well as all related services and deliveries provided to the guest.

Any differing terms and conditions of the guest shall not apply.

1. Conclusion of the Accommodation Contract

The reservation of one or more guest rooms, as well as the agreement on additional services, becomes binding for both parties upon written confirmation by the Hotel.

For individual reservations, a telephone or electronic booking (e-mail) is also sufficient.

2. Participant / Name List

For group reservations, the Hotel is entitled to request a list of participants.

3. Prices and Payment Terms

a) The agreed prices include the applicable Portuguese VAT (IVA) and all applicable taxes.

For reservations made more than 4 months in advance, the Hotel reserves the right to adjust prices by up to 10% (e.g. due to increases in energy costs or inflation).

The Hotel may request a deposit of up to 30% of the total amount.

Invoices are payable immediately without deduction, unless otherwise agreed.

Payment is made upon arrival in cash or by accepted credit or debit card (e.g. Visa, Mastercard). In the event of late payment, statutory default interest under Portuguese law shall apply. If there are outstanding amounts, the Hotel may refuse access to other guests belonging to the same booking party.

b) The guest may only offset claims that are undisputed or legally established.

4. Reservation Changes / Cancellations (Individual Bookings)

a) Changes and cancellations must be made in writing (e-mail is sufficient). The relevant date is the date of receipt by the Hotel.

The following cancellation conditions apply:

- up to 30 days before arrival: free of charge
 - 29 to 7 days: 50%
 - 6 to 2 days: 80%
 - 1 Tag vor Anreise oder Nichterscheinen: 100 %
- (This also applies in cases of force majeure)

b) Rebookings are generally free of charge, where possible.

For packages, events or special services, a processing fee of up to 10% (max. €150) may be charged.

Tickets and admission passes are non-refundable (100% cancellation fee).

c) Entitlement to a specific room only exists if confirmed in writing.

Check-in: from 3:00 PM

Check-out: by 11:00 AM

After 11:00 AM, additional charges may apply:

- until 4:00 PM: daily rate
- from 6:00 PM: full overnight rate

Rooms must be occupied by 8:00 PM unless a later arrival has been communicated.

The Hotel may provide equivalent alternative accommodation if necessary.

5. Credit Check

The Hotel is entitled to carry out credit checks for certain payment methods.

For this purpose, data may be transmitted to relevant credit agencies, insofar as permitted by applicable law.

6. Group Reservations

For bookings of more than 10 rooms, the conditions stated in the reservation confirmation shall apply.

As a general rule:

Free reduction of up to 5% up to 7 days before arrival

Cancellation terms:

- up to 6 weeks: free of charge
- up to 4 weeks: 30%
- up to 2 weeks: 50%
- up to 3 days: 80%
- thereafter: 100% (including catering)

The guest must submit a participant list no later than 48 hours before arrival.

7. Valuables

Valuables may be stored in the hotel safe, subject to availability.

The Hotel assumes no liability for loss, except in cases of intent or gross negligence.

8. Data Protection

Personal data is processed exclusively in accordance with applicable legal provisions (GDPR and Portuguese data protection law).

Further information can be found in the Hotel's privacy policy.

9. Liability

The guest is liable for all damage caused by themselves or their accompanying persons.

The introduction of dangerous or illegal items is prohibited.

The Hotel shall only be liable in cases of intent or gross negligence.

No liability is assumed for damage to vehicles, bicycles or personal belongings unless caused by fault of the Hotel.

10. Technical Equipment

The use of personal technical equipment must be reported.

In the case of above-average energy consumption, a fee of up to €250 may be charged.

11. Termination by the Hotel

The Hotel is entitled to terminate contracts at any time if:

- the guest disrupts operations
- safety risks arise
- the reputation of the Hotel is adversely affected

This also applies in cases of force majeure.

12. Place of Jurisdiction

The place of jurisdiction, insofar as legally permissible, is the registered office of the Hotel in Portugal.

13. Final Provisions

Should any provision be invalid, the validity of the remaining provisions shall remain unaffected.

Any side agreements must be made in writing.

House Rules (Excerpt)

- Quiet hours from 10:00 PM
- Consideration for other guests
- Careful handling of inventory
- No smoking in rooms (minimum fine: €250)
- Pets only upon prior request (fees may apply)
- No pets in the breakfast area
- A cleaning fee may be charged in case of excessive dirtiness