

Terms & Conditions

The company Zonas Dinâmicas, Lda, representing Sagres Sun Stay – Surfcamp & Hostel shall hereinafter be referred to as “Sagres Sun Stay”, “the company”, “we/us”, or “the Hostel”.

General Hostel Rules

1. In case of any damage or loss of the material(s), the client will be required to pay according to the price/budget established by the enterprise.
2. Guests who purchase the sports packages:
 - a. Are responsible for the use of the equipment. In case of loss or damage, they must pay for the equipment purchase.
 - b. Group lessons must be composed of at least 3 people, otherwise it will be considered a private class, to which other costs will be applied.
3. Pets are not allowed inside the Hostel’s premises.
 - a. Upon previous consultation, pets may be exceptionally allowed exclusively in our Studios.
4. It is not allowed to smoke in any closed areas.
5. Guests are required to inform us of any food allergies, physical disabilities, or relevant medical conditions.
6. It is not allowed to make loud noise between midnight and 8am.
7. All guests shall follow the rules for the common spaces, ensuring a respectful and enjoyable environment for all. The Hostel will take no liability for personal belongings left unattended in the common spaces.
8. Guests must comply with all safety and hygiene norms as directed by the company and local authorities, as well as applicable contingency plans and emergency evacuation rules. These rules will be available on display at the premises of our Hostel.
9. The swimming pool is open to all guests at specific hours. Guests who use the swimming pool shall read and comply with the safety & hygiene rules stated at the pool’s entrance.
10. The common spaces are to be used exclusively by the Hostel guests. The Hostel reserves the right to change or limit the opening hours of the common spaces without prior notice, according to reasons to be established by the company.
11. Guests who do not respect the rules may be expelled by Sagres Sun Stay, in which case they will lose the right to refunds or cover for additional expenses.

Reservations and Payments

1. In order to make any kind of reservation, the clients must provide their ID/Passport/Other identification document, VAT number, their home address, mobile number and e-mail address. Occasionally, if needed, other info might be asked as well.
2. A reservation is only effective after the Hostel has given its consent to it, which will happen based on availability and after receiving the respective payment (through agencies or directly at Check-In). The confirmation e-mail will provide the client with a confirmation code and the respective included services.
3. Guests can pay with debit/credit cards (all kinds except American Express), cash or by Bank Transfer. For the latter to be acceptable, the clients must always send the proof of the transaction before their arrival, so our accountant can confirm the deposit.
4. To confirm your pre booking, we request a transfer of 50% of the agreed value, and the remaining 50% will be paid at the time of Check In. For this to be accepted the clients must send the proof of transaction. You will have 3 days to confirm your pre-booking, otherwise it will be cancelled.
5. Sagres Sun Stay reserves itself the right to alter the prices advertised in the website without previous notice.

Stays and Packages

1. In order to confirm the reservation, a 50% of the agreed value must be paid within two weeks before the client's arrival. The financial details will be supplied to the client via e-mail, as a response, after they have filled in our online form in the website.
2. In case of loss or damage to any keys/key-card provided by the Hostel to the guests, the additional cost of 10€ per key and 5 € per key-card will be charged.
3. People under 18-years-old can make a reservation provided they present a signed document containing their tutor's (mother/father/family member) express authorization. Reservations by underage people will only be accepted when accompanied by a person older than 18 and for a twin private room/studio.
4. Bed linen and shower towels will be provided for each guest in all twin rooms and studios. In the dormitories, bed linen and a duvet are included, whereas towels can be rented at the reception for EUR 2 each, subject to a security deposit of EUR 20, which will be refunded in person upon return of the towel.

Showers

1. Due to our eco-friendly sustainability compromise, to all reservations in the dormitories include one timed shower per day. Additional showers can be purchased for EUR1 per shower

2. Additional shower time will have an additional cost of 1€ per 10 minutes, which can be acquired through the automatic machines located at each shower.
3. Safety and hygiene rules must be followed as directed by the company and staff.

Check-In & Check-Out

1. Upon arriving, for Checking-In, each guest must fill in an individual registration form where their names, ID number and other data will be asked for (you can read more on this in our Privacy Policy below).
 - a. However, in certain situations (such as pandemics or other exceptional situations determined by national or local authorities), the Hostel may send said registration form via e-mail directly to the client before their scheduled arrival, so they can fill it in digitally and forward it to us.
2. Check-In time for Dorms and Twin Rooms goes from 16h until 21h.
 - a. Check-In time for Studios starts at 17h00. The client will be provided with an access code sent by e-mail, with which they can open a safe containing the key, at any time.
3. Check-out should be done until 11h00.
4. The rescheduling of the Check-Out for the following day (or later days) may be possible upon consultation, always depending on the availability and agreement on behalf of the Hostel.
5. Checking-Out one or more days before the scheduled date will not imply a refund to the client for the night(s) and/or breakfast previously paid for.

Restaurant / Bar

1. Breakfast will be available between 8h45 and 10h.
 - a. In case of no-show for breakfast previously paid for/included in the stay, the respective value will not be refunded.
2. The Restaurant and Bar will be open according to the schedule that will be posted on its doors.
3. The “lunch boxes” are included in the accommodation plus sport activity packages, having an individual cost of 5€ if the customer wishes to purchase them separately.
4. The customer must inform the Hostel regarding any allergies, intolerances or other food restrictions. The Hostel waives any liability for the consequences that may arise from the omission of such information.
5. According with the legislation in force, it is prohibited to provide, sell or make available in public places or places open to the public, regardless of commercial

objectives:

Spirit drinks, or similar, to persons under 18 years of age;

- a. All alcoholic beverages, spirits and non-spirits, to persons under 16 years of age;
- b. All alcoholic beverages, spirituous and non-spirituous, to those who are notoriously intoxicated or mentally unstable.
- c. It is forbidden for the persons referred to in the preceding paragraph to consume alcoholic beverages in public places open to the public.
- d. For the purposes of applying the previous numbers, the presentation of an identification document enabling proof of age may be required, and such a request shall be made whenever there is any doubt regarding such cases.

Water Sports & Other Activities

1. The Sagres Sun Stay – Surf Camp & Hostel works in partnership with other entities in order to provide our guests water sports experiences, such as Surf and Windsurf lessons, among others, as well as trekking and bicycle hikes.
 - a. When guests enroll in a water sport class, they will be automatically accepting the terms and conditions/safety rules stated by us and our partners.
 - b. Bicycle rental also implies acceptance of applicable terms and conditions.
 - c. During water sports classes the clients must behave according to the rules provided by the instructors, taking into account their safety and that of others'. Any accidents arising from the clients' non-compliance with directions from the instructors will be excluded from the Hostel's responsibility.
 - d. During water sports classes, the guests will be liable for any loss or damage to the materials that is done intentionally, or results from non-compliance with the instructor's rules and/or negligence.
 - e. Clients that take part in Surf/Windsurf Lessons and Surfing Equipment Rentals agree to the following **waiver**:
 - f. **Assumption of Risk** – I am aware that surfing is an activity that involves the risk of injury or even death. I freely accept and fully assume that I participate at my own risk and the company is not responsible for any risks, dangers and hazards associated with the activity.
2. When participating in an SSS Surfing lesson or Rental I hereby agree as follows:
 - a. To waive any and all claims that I have or may in the future have against SSS and to release SSS from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next-of-kin may suffer as a result of my participation in an SSS surfing rental or event due to any cause

whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care, on the part of SSS, and further including the failure on the part of SSS to safeguard or protect me from or warn me of the risks, dangers and hazards of participating in an SSS surfing lesson, rental or event;

- b. To hold harmless and indemnify SSS from any and all liability for any property damage or personal injury to any third party resulting from my participation in an SSS surfing lesson, rental or event;
- c. This Release Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- d. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Portugal and no other jurisdiction;
- e. Any litigation involving the parties to this Release Agreement shall be brought solely within the State of Portugal.

3. The Hostel also provides the rental of surf equipment.

- a. Before proceeding with the surf equipment rental, the clients must inform the Hostel whether they have any physical disabilities and/or medical conditions that may interfere with their ability to safely practice any water sports. The omission of that information excludes the Hostel's and respective partners' responsibility for any events that may follow.
- b. Upon requesting the surf equipment, the clients must leave a deposit, the value of which will depend on the kind of equipment being rented.
- c. Clients must use the rented equipments with care and good sense. The Hostel assumes no liability as to accidents involving the client and/or third persons that may happen due to negligence or wrong use of the equipment by the clients.
- d. In case of loss or damage to the equipment, the client will lose the deposit and be charged for the respective remaining value, when applicable.

4. Any other activities that take place on the Hostel premises (such as, but not limited to: yoga or other classes, massages, etc.), and that are provided by third parties, will be totally excluded from the scope of responsibility of the Hostel.

Insurance

Our hostel is insured according to the laws in force.

Accommodation Capacity

1. The Hostel will accommodate guests from the same booking in the same room/dorm whenever that is possible; however, for reservations of 2 dorm beds or more, this may not be always be guaranteed.
2. Each Twin Room has the capacity for 2 to 3 people, with the possibility of adding an extra bed depending on availability and previous consultation.
3. Children can only be accommodated in private rooms or Studios. Children are not permitted in the dormitories.
4. The Hostel does not provide cots.
5. Each Studio has capacity for 2 and 3 people respectively.

Cancellation policies

1. Any cancellations or changes to the reservations must be communicated to the Hostel via e-mail to booking@sagressunstay.com , providing your reservation number, first and last name, and stay dates.
2. Clients who book stays in our Private Twin Rooms or Dormitories may cancel their reservation up to 4 days prior to the scheduled Check-In day, in which case no costs will be charged.
 - a. For cancellations done beyond this period and until the day scheduled for the Check-In, the Hostel will charge 50% of the total cost for the scheduled reservation.
 - b. Clients who fail to show up on the Check-In date constitute a “no-show”, which will be charged for the full value of the booked stay.
3. Clients who purchase any of the Packages may cancel:
 - a. 7 days ahead, free of charge, in which case the deposit will be given back within a maximum of 30 days ; or
 - b. Until the day prior to the scheduled Check-In, for a 50% refund (deposit value);
 - c. Upon arrival and during your stay no refunds will be made except in the case of serious illness or injury.
4. The activities included in the purchased packages are not susceptible of being exchanged for a different activity.

Vouchers

Any refunds agreed to between the client and the Hostel will be made in the form of a personal and non-transmissible Voucher, valid for 2 years after its emission.

Bookings Placed Through Partner Entities

1. Sagres Sun Stay – Hostel and Surfcamp collaborates with partner entities, such as travel agencies, event organisers and promoters, and tourist entertainment companies, amongst others, to whom it is permitted to advertise and sell services provided by Sagres Sun Stay – Hostel and Surfcamp.
2. For reservations, products and services requested or acquired through partner entities, and without prejudice to the rules contained in these terms and conditions, other rules determined by these entities may be applicable, which should be consulted with these entities.
3. The Hostel will not assume any responsibility for conflicts that may arise from lack of consultation or incorrect interpretation of the rules defined by the partner entities.

Extraordinary circumstances

All the rules contained in the present Terms and Conditions regulation may be modified upon the verification of extraordinary circumstances, such as, but not limited to: states of exception or emergency, pandemics, wars, extreme weather events, among others; according to impositions, directives or recommendations issued by national, local, or community authorities. For further information, please contact the Hostel through the usual means.

Personal Data Policy

Name

Zonas Dinâmicas, Lda.
Sagres Sun Stay

VAT

514 784 040

Address

Sítio do Poço
8650-375 Sagres, Algarve – Portugal

The type of personal information we collect

We collect some personal information about visitors and users of our websites.

We aggregate information such as: user names, member names, email addresses, IP addresses, other contact details, survey responses, blogs, photos, payment information, transactional details, tax information, support queries, forum comments, content sent for the website (item descriptions) and web analysis data. We also keep personal information from job applicants (CV, application form, cover letter and interview notes).

Collection of information

When personal information is provided, we save it. We also collect it automatically as you navigate through the website or through other people when accessing to services associated.

We keep your personal information when provided by the purchase of items or services on our website

Personal information collected from others

Mostly, the information is collected directly from others (agencies or reservation websites) but sometimes it is provided by Google social networks and partners.

Use of personal information

We use personal information to fulfil the contracts, facilitating and processing transactions that take place on the website.

This is necessary for purposes which are in our, or third parties, legitimate interests. These interests include:

- providing the services described in the website;
- responding to support tickets and helping facilitate the resolution of any disputes;
- updating the clients with operational news and information about our enterprise and services (to notify about changes in our website, website disruptions or security updates);
- carrying out technical analysis to determine how to improve the websites and services we provide;
- monitoring activity on the websites (to identify potentially fraudulent activity and to ensure compliance with the user terms that apply);
- managing our relationship with the customers (answering to comments or queries submitted to us on the websites or asking for feedback or whether visitors want to participate in a survey);
improving our products and services;
- for purposes which are required by law;
- to fulfill governmental, court of law or law enforcement authorities' requests during ongoing investigations.

Information that requires you consent to be shared:

- providing marketing information about products and services which we believe may interest potential clients;
- customising our services and websites (advertisements on the website and social media – where this involves the use of cookies or similar technologies – in order to provide a more personalised experience).

Personal information storage

Our company is located in Portugal. Therefore, your personal information will be stored in Portugal.

In order to protect guests' information, we work with subcontractors and service providers who we believe maintain an acceptable standard of data security compliance.

Access to personal information

To access or correct your personal information please contact our managing department (info@sagressunstay.com).

Duration of personal information storage

We retain your personal information for as long as it is necessary to provide the services to you and others, and to comply with our legal obligations.

If you no longer wish us to use your personal information or to provide you with the Sagres Sun Stay information on our services, you can request that we erase your personal information. Please note that if you request the erasure of your personal information, we will however retain information from deleted accounts as it remains necessary for our legitimate business interests, to comply with the law, prevent fraud, collect fees, resolve disputes, troubleshoot problems, assist with investigations, enforce the terms of service and take other actions permitted by law. The information we retain will be handled in accordance with this Privacy Policy.

Cookies and web analysis

When you visit our website and social networks, there is certain information being recorded which is generally anonymous and does not reveal your identity. If you're logged into your account some of this information could be associated with you.

Information saved:

- IP address or proxy server IP address;
- the domain name requested by the user;
- the name of the internet service provider is sometimes captured depending on the configuration of the ISP connection;
- the date and time of the visits in the website;
- the length of the sessions;
- the pages which users have accessed;
- the number of times that a user has accessed our website within any month;
- the file URL looked at and the information related to it;
- the website which redirected to our website;
- the operating system users' computers have.

Making contact with Sagres Sun Stay

If you have any doubt about our Privacy Policy, please send us an email to info@sagressunstay.com.