

Terms and Conditions

(Bed and Breakfast)

Introduction

At Xhale Azores transparency is a way of life.

We recommend you carefully read all the clauses contained in this section. If you do not agree to abide by these terms and conditions, please suspend the booking process.

Reservations, Cancellation and Refund Policy

Reservations

Reservations can be made directly through Xhale Azores Website.

A reservation is considered complete when all required information is provided during booking and the guest has agreed to our Terms and Conditions.

We accept Credit Cards, Multibanco and MBWAY; all Prices are in Euros.

Room Availability

10 Suites

1 Apartment

Xhale Azores reserves the right to assign rooms according to occupancy. We can not guarantee room selection however we will do our best to accommodate special requests.

Payment Terms

Non-Refundable Rate: A credit card. MBway or multibank is required to guarantee the reservation, and the total amount of the reservation will be charged at the time of booking.

Standard Rate: A credit card. MBway or multibank is required to guarantee the reservation, the total amount of the reservation will be charged at the time of booking. If reservation is cancelled - please see cancellation policy for refund.

Weekly rate: A credit card. MBway or multibank is required to guarantee the reservation Standard Rate applies.

For all rates, the credit card is needed at check-in, a pre-authorization of credit card may be required at check-in for any additional charges during your stay. This may include damaged or lost/stolen items.

Cancellation Policy

Non-Refundable Rate: Non-refundable in case of cancellation,

Standard Rate: Allows cancellations and changes free of charge, up to 72 hours before the arrival date. After 72 hours, the amount of the first night is charged.

No-show: The full amount of the reservation is charged.

Check In and Check Out Times

Check in time: 3:00 pm local time.

Check out time: 11:00 am local time.

*Baggage Storage is available at no additional fee.

Early check-in (prior to 10:00 am) has an additional fee of €25/person. If you arrive between the hours of 7am-10am, we invite you to have breakfast in our Grata Café.

Pets

Pets allowed upon request, Deluxe One Bedroom Apartment with Ocean View (Double or Triple) only, since there is limited availability, it will be on a "first reserved, full payment" basis only.

Dogs and Cats only, maximum of 10 kg

Rate: €25 / day

Regulation: Mandatory presentation of the Pet Identification Document / Pet Passport (within the EU) or health certificate (to enter in EU), containing the following information sealed and signed by a veterinarian:

Identification by microchip

Rabies vaccination (after placing the microchip and in animals older than 12 weeks)

Treatment against multilocular Echinococcus 1 to 5 days before entering Portugal certified by the veterinarian.

If Pets are left alone in the room, any / all damages caused by the Pet will be charged to the owner. This includes but not exclusive to loss of revenue due to damages.

Pets are not allowed to be in the common Food & Beverage areas of the hotel (bar, restaurant, breakfast area), swimming pools or gardens.

It is not allowed to feed your pet with food collected in the common restaurant spaces of the hotel (bar, restaurant, breakfast area).

The use of a dog leash is mandatory.

Any damage (personal or material) caused by your pet, will be the responsibility of the owner, exempting the hotel from any judicial or extrajudicial claim that may arise and the replacement of the damaged object will be charged to the credit card provided upon check-in.

In case of noise or inconvenience caused by your pet, the hotel reserves the right to cancel the client and pet stay.

The pet is not allowed to use the rooms to bath or showers.

It is not allowed to use the towels or sheets to clean your pet.

The reception staff remains at your entire disposal for any further inquiries. Enjoy an extraordinary stay with your pet.

General Health Provisions

Children

Children under the age of 16 can not be left unattended in a room. They must always be accompanied by an adult.

No Smoking

Smoking is prohibited including cigarettes, cigars, and e-cigarettes. Guest may be asked to leave the premise if they smoke within the Hotel premises.

Allergies and Dietary Restrictions

Our nutritional meals are served Buffet Style, if you have a special request, please contact us beforehand to see if we can accommodate.

Medical Conditions

Guests must advise Xhale Azores of any medical conditions you may have.

Guests are completely responsible for their medical conditions and associated medications.

There are health centers and Hospital on the Island if required (20-30 minutes) drive.

Xhale Azores is not responsible for medical consultations or medications.

Mental Health

Guests must advise Xhale Azores of any mental health issues.

Guests are solely responsible for consulting with their own Therapist, Doctors, or other Healthcare providers.

Xhale Azores is not responsible for providing consultation or support.

Applicable Law and Jurisdiction

Xhale Terms and Conditions are governed by applicable Portuguese Law, in the Portuguese Republic.

Limitations of Liability

Damages and Theft

Guests will be held liable for any damages or theft caused directly by them personally with exception of normal wear and tear.

Theft

Xhale Azores LDA will not be liable for any theft within its property (hotel and/or parking lot)

Force Majeure

In the case of an extraordinary event (irresistible / unforeseeable), Xhale s will not be liable for any contractual obligations due to such event.

Examples of Force Majeure: Government or public sector strikes, natural disasters (flood, fires, storms, earthquakes), Infrastructure failures (transportation, roads)

Hold Harmless/Indemnity

Xhale Azores LDA, its employees and agents will be held harmless of any claims or liabilities resulting from Hotel guest participate in activities such as but not limited to: swimming, hiking, yoga, cycling etc.

Xhale Azores LDA, its employees and agents will be held harmless of any claims or liabilities for loss or damage, personal injuries or death, or for loss from delay arising out of the acts, omissions or negligence of Hotel guests.

Please note that the Hotel's swimming pool is not a recreational pool but rather a relaxation pool, with limited capacity where diving or jumping is not permitted. Swimming pool is unattended and therefore caution and safety is the responsibility of Hotel guests.

Any children under the age of 16 must be accompanied and supervised / monitored by an adults.

“Spa Circuit” Guests can use all of the Spa facilities and equipment (Sauna, Turkish Bath, Aroma Therapy Shower and Gym).

OPENING HOURS

SPA: Daytime – 7am-10pm

MASSAGES : Consult us to check availability.

The sauna and Turkish bath cannot be used by anyone under 16 years of age.

Maintain silence and comply with all rules for using space/equipment. The Hotel reserves the right to request your immediate departure in case of non-compliance with them.

Food Allergies and Intolerances

Hotel Guest must advise Xhale Azores LDA of any food allergies or Intolerances.

Xhale Azores LDA and it's employees will be held harmless if Hotel guest neglects to advise

Intellectual Property (IP)

All rights are reserved. The Website and all its contents, including without limitation, articles, opinions, other texts, lists, user manuals, photographs, drawings, images, video or audio clips or marketing texts, as well as brands, logos, domain names, and any other elements that may be covered by proprietary rights (including source codes) and/or other types of intellectual property rights (hereinafter “ **Material** ”), are the property of Xhale Azores LDA or third parties and are protected against use , copying or disclosure not authorized by national laws and international treaties relating to intellectual property rights.

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The User may, however, view and display the content of the Website and/or the Material on the screen of a computer or other electronic device, store such content in electronic format on disk (but not on a server or on a memory device connected to the Internet) or print a copy of such contents for your personal and non-commercial use, however you must maintain all information related to intellectual property rights.

Access to the Website does not grant the User any rights over the content made available by Xhale Azores LDA.

Personal Data Protection

Xhale Azores LDA is committed to ensure the protection of your personal data. Our obligation and duty are to protect personal data, keeping it secure, taking necessary measures to prevent its alteration, loss, unauthorized use and/or access in accordance with regulations.

Xhale Azores LDA will only use personal data with your consent and authorization.

The data will only be used for the following purposes:

- Processing of reservations and special events.
- Complaints and Claims
- Statistical and market analysis
- Communication – Promotions and direct marketing, SMS, Social Media and Email
- Feedback to provide / improve customer experience.

Representations and Warranties

The Guests and Users acknowledge and declare that:

A) read and understood these Terms and Conditions.

B) will refrain from reproducing, duplicating, copying, selling, reselling or by any means commercially exploiting the Website or its contents, or part thereof, as well as refraining from using or reproducing the brands or any intellectual property rights of Xhale Azores LDA

C) will not publish or use false, insulting or defamatory information.

D) will refrain from using, directly or indirectly, the services or the Website for purposes that are contrary to the law or that do not comply with these Terms and Conditions.

E) will not propagate viruses, spyware, adware, rootkit, backdoor or Trojan viruses or other similar computer threats.

F) will not use software or other automatic or manual mechanisms to copy or access control of the Website or its content.