

# **TERMS AND CONDITIONS FOR USE OF THE SINTRA YOUTH HOSTEL**

**Approved by the Municipal Council on July 19<sup>th</sup>, 2022.**

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## **Terms and Conditions for Use of the Sintra Youth Hostel**

### **PREAMBLE**

Whereas:

- The Municipal Council of Sintra entered into a subconcession contract with Infraestruturas de Portugal Património on 7 April 2016 for the two residential buildings with the purpose of establishing the Sintra Youth Hostel;
- The Sintra Youth Hostel is located in two buildings next to Sintra railway station, in a very central and easily accessible area;
- Since 2016, a lot of work has gone into making use of a site that had been abandoned in the middle of Sintra;
- A new central location and valuable municipal facility has been created for the Municipality of Sintra;
- The facility in question is *"well adapted to its surroundings and adds value to the area"*;
- The Sintra Youth Hostel is expected to be ready for use by the end of 2022;
- It is important to establish a set of rules governing its use not only for the benefit of its users, but also of the municipal council staff who are employed there.

Therefore, the Municipal Council of Sintra at its 19<sup>th</sup> meeting held on July 19<sup>th</sup>, 2022, under the provisions of paragraph *k*) of section 1 of Article 33 of the Legal Regime approved by Law No. 75/2013 of 12 September, approves the **Terms and Conditions for Use of the Sintra Youth Hostel**.

Thus:

## **CHAPTER I - General Provisions**

### **Article 1**

#### **Legal qualification**

The following Terms and Conditions for Use of the Sintra Youth Hostel, hereinafter referred to as the Terms and Conditions, are drawn up under and in the use of the powers of the Municipal Council provided for in paragraphs *k*) and *ee*) of section 1 of article 33 of the Legal Regime approved by Law No. 75/2013, of 12 September.

### **Article 2**

#### **Purpose**

The purpose of these Terms and Conditions is to regulate the use of the Sintra Youth Hostel, hereinafter referred to as the "Hostel ", a municipal facility managed by Sintra Municipal Council.

### **Article 3**

#### **Subjective scope of application**

1 - The subjective scope of these terms and conditions applies:

- a) To municipal council staff employed at the Hostel;
- b) To users of the Hostel.

2 - Any person, regardless of age, is permitted to use the Hostel.

#### **Article 4**

##### **Management of the Terms and Conditions**

1 - Management of the terms and conditions is the responsibility of the Municipal Council of Sintra through the Tourism and Equipment Management and Touristic Points of Interest Division and is undertaken in current terms by municipal council staff assigned to the Hostel.

2 - Municipal council staff members referred to in the previous paragraph shall act in a sensible manner regarding the application of the terms and conditions and shall be prepared to explain and guide guests regarding how to comply with the rules.

#### **CHAPTER II - Accommodation Policy**

#### **Article 5**

##### **Hostel opening hours**

1. Opening hours of the Hostel's facilities are as follows:

- a) *"Check In"*: from 3:00 p.m. to 12:00 a.m. (after this time, visitors are attended by the *"Night Auditor"* and check-in is formalised when the reception desk opens again the next day at 8:00 a.m.).
- b) *"Check Out"*: before 12:00 p.m.;
- c) Room cleaning: from 12:00 p.m. to 6:00 p.m., access to rooms may be limited during this period;
- d) Period of Silence: from 12:00 a.m. to 8:00 a.m.;
- e) Hostel Cafeteria: 8:00 a.m. to 10:00 p.m.

2. Opening times and services mentioned in this article may be changed without prior notice for operational reasons upon the decision of the Chairperson of the Municipal Council.

## **Article 6**

### **Check in**

1 - When staying at the Hostel, the guest must present a legal identification document at "*check in*".

2 - All children or young people under the age of 16 (sixteen) must be accompanied by an adult responsible for them or present an authorisation issued for that purpose.

3 - When "*checking in*", guests must fill in an admission form, which must contain the following information:

- a) Accommodation information:
  - i. Date and time of arrival;
  - ii. Expected date and time of departure;
- b) Guest information:
  - i. Name;
  - ii. Nationality;
  - iii. Gender;
  - iv. Identification Document;
  - v. Address and Country;
  - vi. Email contact;

4 - The form mentioned in the previous paragraph must contain a statement from the guest that they are aware of and accept the following terms and conditions and that they assume responsibility for any damage caused either intentionally or negligently at the Hostel or to its facilities and other items made available to them, as well as authorising the processing of their personal data.

5 - The form must be signed by the guest and will be kept by the Hostel for a period of six months after the guest has "*checked out*".

## **Article 7**

### **Data protection**

1 - All collection and processing of personal data within the scope of application of the following terms and conditions complies with Regulation (EU) 2016/679, of the European Parliament and of the Council, of 27 April 2016 (General Data Protection Regulation, hereinafter referred to as RGPD) and the Data Protection Regulations of the Municipality of Sintra, approved by the Municipal Assembly of Sintra on 17 September 2018.

2 - The processing of personal data of all guests aged 16 and over, which takes place under the terms of article 6 of the RGDP, must be subject to prior and express authorisation.

3 - Processing of personal data of children under the age of 16 must be subject to prior express authorisation by the holder of parental responsibility of the child taking into account the technology available, under the terms of Article 8 of the RGPD.

## **Article 8**

### **Check out**

1 - When "*checking out*", all outstanding fees for accommodation and other services included in the price list of the Hostel approved by the Municipal Council of Sintra must be paid in full or be paid at the time of check out by the guest.

2 - The Hostel accepts payment in cash or by credit card, debit card, or bank transfer.

## **Article 9**

### **Reservations and Rooms**

1 - Reserving a "*bed*", when available, gives the customer the right to use a bed in a shared room.

2 - Shared rooms are shared with other guests, who may or may not belong to the same group, and the allocation of a "*bed*" is the responsibility of the Hostel.

3 - Reserving a "*private room*" gives the customer the right to use the respective room in privacy, regardless of the number of beds that will be occupied, up to the maximum number of existing beds.

4 - Double room reservations for adults - accompanied by children up to 16 years old - on the check out date, require an "*extra bed*" or cot to be booked. Both the double room and the extra bed or cot are subject to availability at the Youth Hostel and may incur additional costs.

5 - The occupation of double rooms allows, at most, the placement of one extra bed or cot, which may incur additional costs to the reservation, and will be subject to the availability of the extra bed or cot.

6 - Use of the "*extra bed*" service gives the guest the right to use an extra bed to increase the basic accommodation capacity of a double room.

7 - The "*extra bed*" has the dimensions of a single bed, without safety rails and is generally a foldable divan bed.

8 - The Hostel is not responsible for any falls or accidents suffered by guests as a result of poor or inappropriate use of either the bunk beds, "*extra bed*", or cots.

9 - The reservation policy for the Hostel including confirmation, alteration, and cancellation conditions, enables any individual person, provided they are 16 years of age or over, or any corporate body, to acquire accommodation services through reservation, or others, under the terms of the following paragraph.

10 - Confirmation of reservations for individual customers is subject to payment of services by the deadline date shown in the booking information.

11 - Total or partial cancellation of reservations referred to in the previous paragraph taking place outside of the free cancellation period indicated in booking information does not confer the right to a refund.

12 - Group customers are considered to be those whose reservations include 10 or more people.

13 - Booking confirmation for group customers is subject to payment of a partial amount of the booking before the deadline shown in booking information.

14 - Total or partial cancellation of confirmed reservations does not confer the right to a refund.

15 - No changes can be made to bookings less than five days before and including the date of arrival.

16 - No-show of the guest on the "*check in*" date will result in the cancellation of the booking and will not give them the right to a refund.

17 - Refunds are given using the same payment method.



## **Article 10**

### **Basic and Complementary Services and Equipment**

- 1 - The towels provided to guests are for use exclusively at the Hostel.
- 2 - Bed linen and towels are changed by housekeeping every time a guest leaves and every three days if the guest's stay is longer than that, except in extraordinary and unforeseeable circumstances.
- 3 - The Hostel Kitchen and Laundry, when available, enable individual guests to prepare light meals and take care of their clothes, according to the specific rules posted on the premises.
- 4 - All rooms have "wi-fi".
- 5 - The power sockets at the Hostel are 220 V.

## **Article 11**

### **Environmental Restrictions and Good Practices**

- 1 - Under Law No. 63/2017, of 3 August, it is not permitted to smoke or light fires in the closed spaces of the Hostel. This includes smokeless and electronic cigarettes, pursuant to paragraph 3, of Article 4 of the law.
- 2 - Animals are not allowed to enter or stay in the facilities, except for the assistance dogs referred to in Decree-Law no. 74/2007, of 27 March.
- 3 - Eating or drinking is not permitted in the rooms.
- 4 - Towels or other clothing/objects may not be placed on window railings or balconies.

5 - Guests must adhere to the following good environmental practices:

- a) When using the toilet, please consider whether it needs to be flushed or not;
- b) If your towel is clean, please do not throw it on the floor, but rather hang it on the towel rack instead;
- c) Brush your teeth with the tap turned off;
- d) If you find a dripping tap, please inform the Hostel reception;
- e) When using the shower, please turn off the tap if possible whilst using soap;
- f) Always turn off lights when they are not needed;
- g) Unplug equipment that is fully charged from the mains;
- h) Close the bedroom window whenever air conditioning is on;
- i) Please refrain from using air conditioning when comfort conditions are met;
- j) Turn off the television using the button on the device instead of putting it on "stand by";
- k) If you find any broken equipment, please inform the Hostel reception;
- l) Please do not put clothes and towels that are not dirty in the wash;
- m) Please do not touch cutlery and crockery that you are not going to use;
- n) Please try to avoid producing waste;
- o) Separate rubbish properly (put the recyclable waste in the recycling bins and all other waste in the bathroom bins);
- p) Please do not drop litter;
- q) Flat batteries may not be disposed of in the rubbish bin; there is a collection point at the reception area.

## **Article 12**

### **Guest personal belongings**

1 - The Municipal Council of Sintra is not responsible for the personal belongings of guests left behind either in the rooms or common areas of the Hostel.

2 - Personal belongings left in the rooms or common areas are removed after "*check out*" and can be picked up at reception within 30 days by whoever can prove to be the legitimate owner.

3 - Unclaimed items under the terms of the preceding paragraph shall be declared forfeited to the Municipality, upon resolution of the Municipal Council, and shall be transferred to the Welfare Bank.

### **Article 13**

#### **Guest Responsibility**

Guests of the Hostel are responsible in civil and criminal terms, if applicable, for any damages they cause.

## **CHAPTER III - Final Provisions**

### **Article 14**

#### **Interpretation and the bridging of gaps**

Any gaps and interpretative doubts arising in the application of these terms and conditions shall be addressed or resolved in accordance with the relevant law and the spirit of these terms and conditions, by means of a substantiated order from the Chairperson of the Municipal Council.

### **Article 15**

#### **Entry into force**

1 - The present terms and conditions shall come into force five days after they are made available on the website of the Municipal Council of Sintra at [www.cm-sintra.pt](http://www.cm-sintra.pt) and at the reception of the Sintra Youth Hostel.

2 - Without prejudice to the provisions of the previous paragraph, the terms and conditions must also be available in the common areas of the hostel and a summarised version will be available in the rooms.