

1. INTERPRETATION

In these Booking Terms, unless the context otherwise requires, the following expressions have the following meanings:

"Arrival Date" means the date on which the Guest(s)' stay at Mãe Terra is due to commence.;

"Booking" means the reservation by the Customer of accommodation and any other products and services detailed in the Booking. "Booking Details" means the details of the Booking including the number of Guests, the Arrival Date and duration of the Guest(s)' stay at Mãe Terra and any other products and/or services to be included in the Booking;

"Charges" means the charges payable by the Customer in connection with the Booking;

"Customer" means the person who makes the Booking;

"Guest" means the Customer

2. BOOKINGS

2.1. Customers can make a Booking:

2.1.1. Bookings can be made directly with Sascha Schalkwijk via mail sschalkwijk@yahoo.com

2.2. When making a Booking, Customers will be required to provide identification information including, but not limited to, the name, contact telephone number and email address of the Customer.

2.3. No request for a Booking shall be deemed to be accepted unless and until Sascha Schalkwijk confirms its acceptance and provides a booking confirmation.

2.4. Mãe Terra Retreats uses reasonable endeavours to accommodate any request from the Customer to change the Booking Details. Mãe Terra Retreats shall not be obliged to refund any part of the Charges for the original Booking if the cost of the amended Booking is less than the original Booking.

2.5. No Guest may re-sell or transfer all or any part of a booking. Mãe Terra Retreats reserves the right to cancel any Booking if it has reasonable grounds to suspect that a Guest is in breach of this clause.

3. FEES AND PAYMENT

3.1. The customer may incur additional charges for services such as additional treatments

3.2. Customers will be informed of Additional Charges before they are incurred.

3.3. Bookings will be subject to the Customer making payment of the Charges in full in advance.

3.4. Any Additional Charges must be paid either as they are incurred or, at Mãe Terra Retreat's option, at check out.

3.5. The Charges include Value Added Tax (if applicable) at the time the Booking is made. Should the rate of Value Added Tax be increased, Mãe Terra Retreats will be entitled to adjust the Charges accordingly.

3.6. The Customer is responsible for any bank charges and foreign exchange fees in relation to payment of the Charges or the Additional Charges. In the event of a chargeback, Mãe Terra Retreats reserves the right to re-charge the Customer for the costs it incurs.

4. CANCELLATIONS

4.1. The Customer will be informed of the cancellation policy at the time of making the Booking.

4.2. Where the Customer fails to give sufficient notice of cancellation or fails to arrive (no show) at the Retreat, the entire Booking will be deemed cancelled and the Customer must pay the Resort an amount equal to the Charges for the full stay.

4.3. Mãe Terra Retreats may at any time cancel the Booking without liability if:

4.3.1. the payment details provided by the Customer are invalid and the Customer fails to provide alternative valid details;

4.3.2. the information provided by the Customer in relation to the Booking is misleading or false (for example in relation to the identity of any Guest);

4.3.3. Mãe Terra Retreats reasonably believes that fulfilling the Booking might negatively affect the reputation or operation of Mãe Terra Retreats due to the fault of the Customer or because the performance of any of Mãe Terra Retreats obligations would expose Mãe Terra Retreats to civil or criminal proceedings of any kind, whether because the purpose of the stay is unlawful or otherwise; or

4.3.4. Mãe Terra Retreats repays to the Customer any advance payment made in relation to the Booking.

4.4 In addition, Mãe Terra Retreats may at any time cancel the Booking if the retreat booked become unavailable due to circumstances outside Mãe Terra Retreat's control (including without limitation, extreme adverse weather, industrial action, epidemic or pandemic, any law or any action taken by a government or public authority, natural disaster), in which case Mãe Terra Retreats will (at its election) either offer the Customer a refund or the option to rebook for a different date(s) (subject to availability) at no additional charge.

4.5. Mãe Terra Retreats has the right to claim damages caused by the customer and the right to deny further access to the premises.

5. HOUSE RULES

5.1. All Guests must comply with Mãe Terra Retreats's house rules, which are available here.

5.2. Valid photo identification for all Guests in the form of a Driver's Licence, Passport or National ID card is required at check-in.

5.3. Guests must conduct themselves in a reasonable and responsible manner at the Retreat and must not act in any way which may disturb other guests. Failure to adhere to this requirement may result in Guests being asked to leave the Retreat in which event all Charges and Additional Charges shall become immediately payable by the Guest or Customer

5.4. At Mae Terra you can not consume nor be intoxicated by alcohol or any other substance.

5.5. Smoking is only permitted in the designated smoking areas. Mãe Terra Retreats reserves the right to charge a fee of at least €250 (or equivalent in local currency), or a higher amount where Mãe Terra Retreats suffers loss as a result of a Guest's actions.

5.6 Cigarettes may not be thrown on the ground as the fire hazard is really high in Portugal. Use ashtrays at any time to keep the environment clean and safe.

5.7. Bonfires are strictly forbidden due to the fire risks in this area.

5.8. The Customer will be responsible for any loss, damage or extra cleaning at the house caused by the Guests. Mãe Terra Retreats reserves the right to charge the Guest or Customer, reasonable costs of repairing, cleaning or replacing any property of Mãe Terra Retreats which is damaged, soiled or lost by a Guest or where a room is left in a condition which requires extra cleaning.

5.9. Age Restrictions and Accompanying Policies:

5.9.1 Mãe Terra Retreats strictly prohibits bookings from individuals under the age of 18 unless accompanied by a parent or legal guardian. The following guidelines apply: Accompanied Under 18's: Individuals under the age of 18 can only stay at the retreat when accompanied by a parent or legal guardian.

5.10. It is every Guest's responsibility to ensure that it has adequate and appropriate insurance coverage for the Booking.

6. DISABLED GUESTS

6.1. To ensure we can assist our guests, we need the Customer to inform us at the time of making the Booking if any Guest has special requirements because of a disability.

7. LIABILITY

7.1. Nothing in these Booking Terms purports to limit or exclude Mãe Terra Retreats liability for:

7.1.1. death or personal injury caused by the negligence of Mãe Terra Retreats or its employees, subcontractors or agents;

7.1.2. fraud or fraudulent misrepresentation; or

7.1.3. any other matter for which it would be illegal for Mãe Terra Retreats to limit or exclude its liability.

7.2. Mãe Terra Retreats shall not be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

7.2.1. any loss arising from or in connection with loss of revenues, loss of profits, loss of contracts or loss of business or failure to realize anticipated savings;

7.2.2. any loss of goodwill or reputation; or

7.2.3. any indirect or consequential losses suffered or incurred by any Guest, arising out of, or in connection with the retreat or any other matter under this Agreement.

7.3. Mãe Terra Retreats, their agents, contractors or employees are not liable for any loss, damage, destruction or injury which may be caused to the assets, property or any item of equipment, furniture, stock or the like, brought onto Mãe Terra Retreat's premises by a Guest.

7.4. The aggregate liability of Mãe Terra Retreats in respect of any loss or damage suffered by a Guest arising out of, or in connection with the Booking, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall in no event exceed the Charges.

7.5. Notwithstanding the foregoing, nothing in the Agreement shall be construed as excluding or restricting either party's liability for death and/or personal injury caused by its, its employees' or its agents' negligence or for any fraud.

8. PERSONAL DATA

8.1. Use of your personal data is subject to our Privacy Policy.

9. GENERAL

9.1 The Customer's rights as a consumer under applicable consumer protection legislation from time to time in force shall not be affected by these Booking Terms.

9.2. Mãe Terra Retreats may assign its rights and obligations under the Booking and these Booking Terms to another person or organization without notice to, or consent from, the Customer.

9.3. Mãe Terra Retreats may, from time to time, change these Booking Terms without notice. However, the version of these Booking Terms in force at the time of the Booking will continue to apply. Customers are advised to check the Website for the latest version of these Booking Terms before making a Booking.

9.4. No failure by Mãe Terra Retreats to enforce these Booking Terms shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Booking Terms.

9.5. If any provision of these Booking Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Booking Terms and the remainder of the provision in question shall not be affected.

9.6. These Booking Terms (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Portugal and the Courts of Portugal will have exclusive jurisdiction to deal with any disputes (including in relation to non-contractual matters) arising in connection with them provided that Mãe Terra Retreats shall also have the right to enforce these Booking Terms in the country of the Customer's residence and/or the country of the Resort.

9.7. A person who is not a Guest will not have any rights, in connection with a Booking.

End note: We recommend you take out a travel and cancellation insurance for your trip. No alcohol or any other intoxicating substances shall be provided to Guests.

We welcome all, regardless of race, nationality, gender, gender identity, age or ability. Thank you for choosing Mãe Terra Retreats. We hope that you have a wonderful stay!