



KING FISHER VILLAGE  
HIDEAWAY BY THE SEA

# GENERAL TERMS AND CONDITIONS

These terms and conditions govern the contractual relationship between you and King Fisher Village SA, Santo Amaro Abade, Ponta de Atum, Próximo da Praia, 7110 Cidade do Tarrafal, Ilha Santiago, Cabo Verde, NIF 274 215 101; below called King Fisher Village.

## 1. General provisions

These General Terms and Conditions (hereinafter referred to as GTC) apply to the rental of hotel rooms, as well as to all other related services and deliveries of the King Fisher Village to its customers. All offers of the King Fisher Village are based on these GTC. They form an integral part of every contract. Amendments to these GTC require an expressly written agreement between the parties.

## 2. Reservations

### 2.1 Confirmation and conclusion of contract

A contract is concluded between the customer and the King Fisher Village if

- a) an offer of the hotel has been reconfirmed in written form by the customer or
- b) an enquiry from the customer has been confirmed in written form by the hotel, or
- c) a booking has been made directly at the King Fisher Village by telephone, e-mail, via the hotel's own homepage or another booking platform.

### 2.2 Modification of bookings

Changes to the content of the contract are only binding once they have been confirmed in written form by the hotel or the corresponding booking platform.

## 3. Booking via tour operators

For bookings made through a tour operator, the GTC of the respective tour operator apply.

## 4. Cancellation conditions

### 4.1. Best daily rate

A cancellation of the room reservation is possible up to 48 hours prior to arrival at no charge. In case of later cancellation or early departure, the agreed room rate will be charged for the first or following night of the originally planned stay.

### 4.2 Non-refundable rate

This rate is not cancellable and not refundable and must be paid completely at the time of booking. The following credit cards are valid as a guarantee for a room reservation: Visa and Mastercard.

## 5. Unavailability

Should it not be possible for the King Fisher Village to provide the customer with a room of the same value as reserved for unexpected reasons, the customer will be accommodated in a room of the next higher category. If no room is available at the King Fisher Village, the King Fisher Village will arrange for a substitute room of at least equal value at another hotel. Furthermore, the King Fisher Village will cover the costs for the transportation including the luggage and a phone call so that the customer can announce his new address.

## 6. Costs in case of no-show

Reservations are normally considered definite when confirmed by King Fisher Village. In case of a no show, the customer will be charged 100% of the first night.

## 7. Payment conditions

### 7.1 Best daily rate

Payment by credit card or in cash upon arrival.

### 7.2 Non-refundable rate

Payment by credit card at the time of booking.

### 7.3 Invoices

If payment by invoice has been agreed, this is due within 30 days of the invoice date without deduction. The services invoiced shall be deemed to have been provided in full and in accordance with the regulations if the organizer does not report any complaints within the payment period. The King Fisher Village reserves the right to request a deposit of 50% of the agreed services. For reservations with a foreign billing address or reservations from abroad, a deposit of 100% of the reserved services can be claimed. No invoices can be sent abroad. If the organizer is in default with the payment of the deposit, the hotel is entitled to withdraw from the contract in accordance with section 8 of these GTC. The deposit will be charged from the total amount in the cases of clauses 4 and 5 of these GTC. In case of default, the King Fisher Village reserves the right to charge the costs for reminders, address investigations and credit checks including the fees of a lawyer. The booking party declares its consent to the charging of these costs, also insofar as these are not or only partially refundable according to legal provisions.



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## 8. Withdrawal by the King Fisher Village

The hotel is entitled to withdraw from the contract at any time for important reasons. Important reasons are in particular official requirements and prohibitions, safety aspects and cases of force majeure as well as other circumstances beyond the hotel's control or influence. In these cases, the hotel will assist in organizing suitable replacement capacity. The King Fisher Village may also withdraw from the contract under the following conditions:

- a) There is reasonable cause to believe that the bookers are endangering the smooth operation of the business, the safety or the reputation of the hotel or its guests.
- b) The hotel determines that reservations have been booked under misleading or false indication of material facts or of a purpose other than that communicated.
- c) Third parties who have been involved in the organization of the event by the hotel at the instigation of the organizer are completely or partially prevented from providing the service. The hotel shall declare its withdrawal as soon as it becomes aware of the reasons justifying this and shall inform the organizer without delay. The organizer cannot assert claims for damages against the King Fisher Village in any of the aforementioned cases.

## 9. Liability / Duty of care / Conduct

The hotel room is to be used by the customer with the utmost care. The customer or the company must pay for any damage to property that occurs. The King Fisher Village rejects any liability for theft etc. and in relation to services of third parties.

### 9.1 Theft

The King Fisher Village is not liable for theft or damage to objects brought in by the customer. This also applies to vehicles parked in the parking lots.

## 9.2 Equipment

In so far as the hotel provides technical or other equipment for the customer or procures such equipment from third parties, it shall act on behalf of and for the account of the customer. The customer shall be liable for the careful handling as well as the return and shall indemnify the hotel against all claims of third parties arising from the provision.

## 9.3 Further

In all other respects, the hotel shall only be liable for intent and gross negligence.

## 10. Other terms & booking conditions

Further terms and booking conditions may apply. The customer will receive additional details with the booking confirmation and / or via direct contact with the King Fisher Village.

## 11. Place of jurisdiction

All agreements concluded with King Fisher Village under these General Terms and Conditions shall be governed exclusively by Cape Verde law. The parties agree that Praia, Santiago, shall be the exclusive place of jurisdiction for any disputes regarding the contractual relationship or its initiation, supplementary agreements or these General Terms and Conditions.

## 12. Media

Advertisements in the media containing references to the event booked at King Fisher Village require the prior written consent of the hotel.

## 13. Addition

Should any provisions of these GTC be invalid or void, this shall not affect the validity of the remaining provisions. These shall be replaced by a permissible provision which corresponds as far as possible to the sense and purpose of the invalid provision.