



Sunderland Trading Internacional Lda
(Hereafter referred to as 'Sunderland Internacional')
General Terms and Conditions

I.
Scope

1. These terms and conditions apply to booking confirmation contracts related to accommodation, namely hotel, aparthotel or apartment rooms for accommodation on a nightly basis and for all other related deliveries and performances activities provided for the client as specified in the booking confirmation.
2. The client's terms and conditions are hereby excluded. They shall only apply if expressly agreed in writing in advance.
3. The client shall furthermore be obligated to inform Sunderland Internacional without request and no later than on conclusion of contract if use of the rooms is likely to jeopardise the smooth business operation, security, or appearance of the property to the public. Otherwise, the client shall be obligated to inform Sunderland Internacional in good time of the possibility that an unusually large amount of damage may occur.
4. Moreover, the additional conditions agreed on conclusion of contract shall apply.

II.
Conclusion of contract, contract partner, limitation period

1. The contract shall come into existence with the offer and acceptance of the same. Sunderland Internacional shall be free to confirm room bookings and booked events in writing.
2. The contract partners are Sunderland Internacional and the client. If a third party placed an order for the client, the client and the third party shall be jointly and severally liable to Sunderland Internacional for all obligations arising from the booking confirmation contract, providing that the Sunderland Internacional has a corresponding declaration from the third party.
3. Use of the rooms for purposes other than accommodation, transfer of use to third parties or subletting of the rooms requires the prior written agreement of Sunderland Internacional.
4. The client shall be obligated to inform Sunderland Internacional without further request, no later than on conclusion of contract, if the booking is likely to jeopardise the smooth business operation, security, or appearance of the property to the public due to its political, religious, or other nature.
5. Messages, mail, goods deliveries, and materials of the client or for the client shall be handled carefully. Sunderland Internacional shall be entitled to charge a fee for delivery, safekeeping,



and handling which Sunderland Internacional will pass onto the client. Sunderland Internacional shall not be liable for any damage, except in case of gross negligence or malicious intent. Items left behind by the client shall be forwarded only at the request, risk, and cost of the client.

6. The client may be provided with a parking space at the property for a fee, or as otherwise agreed in the signed booking confirmation contract.

In the event of loss of or damage to vehicles parked on the property, or the contents thereof, Sunderland Internacional shall not be held responsible. Sunderland Internacional shall not be obligated to monitor vehicles or the contents thereof. Any damage must be reported to the Sunderland Internacional promptly.

7. All claims against Sunderland Internacional shall expire in principle within the statutory limitation period.

III.

Services, prices, payment, billing

1. Sunderland Internacional shall be obligated to perform the services ordered by the client and promised by Sunderland Internacional.

2. The client shall be obligated to pay the applicable or agreed accommodation prices for the room rental and the services used by him. This shall also apply for services and outlays to third parties arranged by Sunderland Internacional.

3. The agreed prices include the taxes and local duties applicable at the point of conclusion of contract. Local duties that are payable by the guest himself according to municipal law, such as visitors tax, are not included, unless otherwise specified in the signed booking confirmation contract. In the event of any changes to the statutory value added tax or the introduction, amendment, or abolition of local duties on the performance object after conclusion of contract the prices shall be adjusted accordingly.

4. If the client wishes to make retrospective changes to the contractually agreed services, Sunderland Internacional shall be entitled to amend the agreed conditions.

5. Sunderland Internacional invoices with no due date shall be payable without deduction within 10 days of receipt of invoice. Sunderland Internacional shall be entitled to declare overdue amounts payable at any time and demand immediate payment. In the event of default, Sunderland Internacional shall be entitled to demand statutory default interest, as is customary under Portuguese law. For each reminder letter after the occurrence of default the client must pay reminder costs. Sunderland Internacional reserves the right to provide evidence of and assert a higher damage. For retrospective changes to the bill made at the request of the client, Sunderland Internacional shall be entitled to charge a fixed rate handling fee.

6. If a minimum sale is agreed and this is not achieved, Sunderland Internacional shall issue an invoice for the difference.



7. The client may only offset a claim of Sunderland Internacional with an indisputable or legally effective claim.

8. Sunderland Internacional shall be entitled to demand a reasonable advance payment or provision of security at any time. The amount of the advance payment and the payment date must be agreed in writing as set out in the signed booking confirmation contract.

9. If after signing of the contract, circumstances become apparent which, in Sunderland Internacional's opinion, shed doubt on the creditworthiness of the client, Sunderland Internacional shall be entitled to withdraw from the contract or to provide the agreed services only on receipt of advance payment or provision of security.

IV.

Cancellation by the client

1. No cancellation is allowed by the client, unless in the case of force majeure or as otherwise set out in the signed booking confirmation contract.

V.

Cancellation by Sunderland Internacional

1. Furthermore, Sunderland Internacional shall be entitled to withdraw from the contract for objectively justified reasons, such as:

- a. force majeure or other circumstances for which Sunderland Internacional is not responsible which make performance of the contract impossible;
- b. provision of misleading or false details (e.g., the identity of the client or the purpose) when booking rooms;
- c. Sunderland Internacional has justified reason to believe that use of the rooms is likely to jeopardise the smooth business operation, security or appearance of the property to the public, and this does not fall under the authority or organisational sphere of the property;
- d. if there is a breach of Section II.3. 4. In the event of any justified withdrawal by Sunderland Internacional, the client shall not be entitled to any claim for damages.

VI.

Provision, handover and return of rooms

1. The client shall not be entitled to the provision of specific rooms unless this is expressly agreed in writing in the booking confirmation contract.

Booked rooms shall be available to the client from 4pm on the agreed date of arrival, or as otherwise agreed in the signed booking confirmation contract. The client shall not be entitled



to earlier availability.

2. On the agreed date of departure hotel rooms must be cleared and made available no later than 9am, unless otherwise indicated in the signed booking confirmation contract. If the guest does not ensure that the rooms are available by this time, by clearing and vacating the room, Sunderland Internacional may demand the full price for an additional day. All other claims for damages by Sunderland Internacional remain unaffected by the payment of the room price.

If Sunderland Internacional has to move guests to another hotel due to late vacation of the rooms, the client shall bear all costs incurred. This shall not form the basis of any contractual claims by the client. The client shall be free to demonstrate that the claim to a usage fee does not exist or is significantly lower.

3. Sunderland Internacional reserves the right, when necessary and in circumstances that arise as a result of any cause outside their control to alter any Booking and substitute the same with alternative arrangements of comparable quality. Sunderland Internacional shall advise the Client, in writing, of such changes together with details of the changes in question and the proposed substitute Bookings.

VII.

Liability of Sunderland Internacional

1. It is the responsibility of the Client to ensure that they and their Guests have sufficient insurance and medical cover for the Guests to cater for any unforeseen eventuality. Sunderland Internacional shall not, under any circumstances, be required to take out any insurance policy for and on behalf of the any Client in respect of the Guests and/or their goods.

VIII.

Governing law and jurisdiction

1. This contract shall be governed by the laws of Portugal from time to time and the Client consents to the jurisdiction of the Courts of Portugal.

IX.

Confidentiality

1. The Parties acknowledge that any information supplied in connection with this contract or in connection with each other's technical, industrial or business affairs which has or may in any way whatsoever be transferred shall be considered confidential and the Parties undertake, as set out hereunder, that they shall not disclose this information other than in accordance with the provisions of this contract or with the express written consent of the remaining parties.



2. The undertaking and obligations contained in this clause do not apply to information which -
- is publicly available at the date of disclosure or thereafter becomes publicly available from sources other than the Parties;
 - is already in possession of the receiving party prior to its receipt by or disclosure to such receiving party;
 - is required by law or any regulatory authority to be disclosed;
 - after being disclosed to the receiving party is disclosed by any other person to the receiving party otherwise than in breach of any obligation of confidentiality.

X. Final Provisions

1. Verbal ancillary agreements shall only be binding if confirmed in writing. Any modification or amendment to the contractual agreements or this clause, the order acceptance, or these terms and conditions must also be made in writing. Unilateral changes or additions by the client shall be ineffective.
2. The place of performance and payment for all mutual obligations is the registered office of Sunderland Internacional.
3. The exclusive place of jurisdiction for this contract shall be governed by the laws of Portugal from time to time and the Client consents to the jurisdiction of the Courts of Portugal.
4. If individual provisions of these General Terms and Conditions are or become ineffective or invalid, this shall not affect the effectiveness of the remaining provisions. Otherwise, the statutory provisions shall apply. The parties undertake to replace the ineffective provision with a provision that is effective and comes closest in meaning to that of the ineffective provision.