

TERMS & CONDITIONS





Monchique Resort & Spa by Flagworld Hotels

TERMS OF USE

The website hosted at www.monchiqueresort.com belongs to Monchique Resort & Spa by

Flagworld Hotels, with its registered address at Lugar do Montinho, 8550-232 Monchique, Algarve, Portugal, part of the Flagworld Group, with Tax Identification Number 500386960 (hereinafter referred to as "MRS").

These Terms of Use shall take effect upon publication and govern the User's access to and/or use of the website.

By using the website, the User confirms acceptance of these Terms of Use. If the User does not accept them, the User must refrain from using the website.

The services made available are diverse and additional terms or requirements may therefore apply. Where applicable, such terms will be provided together with the relevant services and will form part of the contractual relationship between the User and MRS when the User makes use of those services.

CONTENT

The website is a platform presenting Monchique Resort & Spa, its accommodation, facilities, services and offers. It also enables Users, among other things, to make online bookings, request contact, subscribe to newsletters and access other services made available by MRS.

USE OF THE WEBSITE

The User must comply with all policies and instructions made available in connection with the services. The User may use the website freely, provided that these Terms of Use are observed and copyright, related rights, industrial property rights, personality rights and all applicable legislation are respected.

The User is solely responsible for the use made of the website's content and features.

The following activities are prohibited, including but not limited to:

- Engaging in conduct that infringes or harms the rights of MRS or third parties;
- Using a false identity or fraudulently concealing one's identity;
- Engaging in unlawful activities or using information from the website for unlawful purposes;
- Breaching the rules, instructions or conditions governing use of the website;
- Publishing, transmitting or reproducing offensive or defamatory content, or content liable to infringe the rights or privacy of third parties;
- Compromising or attempting to compromise the security, integrity or operation of the website;
- Installing, introducing or attempting to introduce viruses, malware or any other malicious code;
- Accessing the website or its services through methods other than the interfaces and instructions provided by MRS.



CHANGES TO AND AVAILABILITY OF SERVICES

MRS seeks to provide the website's content and features with due care and diligence. However, MRS does not guarantee that the website will be entirely free from errors or continuously available. The website and its services may be affected by maintenance, IT failures, communication problems, bugs or other circumstances beyond the control of MRS.

MRS may amend these Terms of Use or any additional terms applicable to a feature, in particular to reflect legal, technical or service-related changes. The User should review the Terms of Use regularly. Amendments will be published on this page and, except where required by law or relating to new features, will not have retroactive effect.

If the User does not accept an amendment to the terms applicable to a particular feature, the User must stop using that feature.

USER RESPONSIBILITY

The User is responsible for their use of the website and must comply, in addition to these Terms of Use, with the Portuguese Copyright and Related Rights Code, the Portuguese Industrial Property Code, legislation relating to computer crime and all other applicable laws.

The User must act in good faith and in a manner that does not infringe or prejudice the rights and legitimate interests of third parties.

In accordance with Portuguese law, MRS responds to notices concerning alleged infringements of copyright or other intellectual property rights. To report a possible infringement, please email info@monchiqueresort.com or write to Lugar do Montinho, 8550-232 Monchique, Algarve, Portugal.

INTELLECTUAL PROPERTY AND PERSONALITY RIGHTS

All information, data, articles, text, images, photographs, videos, graphic elements, trademarks, logos, organisation, presentation, layout and software code accessible through the website are protected by applicable intellectual property rights and either belong to MRS or are used by MRS with the authorisation of their respective owners.

Except as permitted by these Terms of Use or by law, or with the prior express authorisation of MRS or the relevant rights holder, the User may not copy, modify, adapt, publish, disclose, distribute, sell, license or transfer, in whole or in part, the website's content or software code.

The User retains any intellectual property and personality rights they legitimately hold in content sent, published or displayed through the website, without prejudice to the authorisations necessary to provide the requested service.

LINKS TO THIRD-PARTY WEBSITES

To facilitate navigation and access to information, the website may contain links to third-party websites or services.

MRS does not control such websites and accepts no responsibility for their content, availability, security, policies, currency or quality of information. Before using third-party websites or services, the User should review and accept their respective terms and policies.



BREACH OF THE TERMS OF USE

MRS reserves the right to take the measures necessary to protect its rights, interests, systems and users.

In the event of a breach or attempted breach of these Terms of Use, MRS may, where appropriate and permitted by law, suspend or block the User's access to the website and its services, without prejudice to any other remedies available under law.

PRIVACY AND COOKIES

The processing of personal data in connection with the website is governed by the MRS Privacy Policy. The website uses cookies and similar technologies to ensure its operation, remember preferences, analyse use of the services, support booking features and, where applicable, personalise content or communications.

Where legally required, cookies that are not strictly necessary will only be used with the User's consent. The User may manage their preferences through the consent management mechanism available on the website and may also delete or block cookies through their browser settings.

Blocking certain cookies may restrict some features.

The categories of cookies, their providers, purposes and retention periods should be checked in the current version of the Privacy and Cookies Policy available on the website. In the event of any inconsistency, the information displayed in the consent management mechanism in force at the time of the visit shall prevail.

GOVERNING LAW AND JURISDICTION

These Terms of Use, as well as the relationship between the User and MRS in connection with use of the website, are governed by Portuguese law.

Any dispute arising from the validity, interpretation or performance of these Terms of Use shall be subject to the jurisdiction of the courts of the judicial district of Lisbon, without prejudice to any applicable mandatory rules, including those concerning consumer protection and territorial jurisdiction.

CONTACTS

For questions relating to these Terms and Conditions, the User may contact MRS by email at info@monchiqueresort.com or by post at Lugar do Montinho, 8550-232 Monchique, Algarve, Portugal.

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