



Terms and conditions

Thank you for visiting our web site. On this page you will find our terms and conditions that are available for consultation at any time and to any user. By using and browsing our web site you will automatically accept the terms and conditions mentioned here.

General terms

This site belongs and is operated by the company **Silêncio Místico Unipessoal Lda.**, owner of the registered brand AlgarvianRoots, representative of the tourism animation offers. This website offers visitors the possibility to make reservations and the consequent payment for AlgarvianRoots tourism services.

When purchasing a service/product, you agree that: (1st) you are responsible for reading the complete information about the service/product before committing to purchase it: (2nd) you accept a legally binding contract to purchase a service/product when you complete the payment process.

The prices we charge for our services/products are listed on the website. We reserve the right to change our displayed product/service prices at any time and correct pricing errors that may inadvertently occur.

We may, without notice, change the services; stop providing the services or any features of the services we offer; or create limits for services. We may permanently or temporarily terminate or suspend access to the Services without notice and liability for any reason or no reason.

Users

To purchase our services/products, you must be at least 18 years old and possess the legal authority, right and freedom to participate in these services.

AlgarvianRoots is not responsible for any loss or damage that is not directly related to or caused by our services. We are not responsible for any items left within our means of transport.

Booking

Booking an activity is carried out between the customer and AlgarvianRoots or between the customer and an affiliated reseller.

Our activities can be booked through our website, by phone or by email.

The cut off time for bookings is 72 hours for full-day activities or for workshops with local artists. The cut off time of reservations for guided hikes is 48 hours.

After the stipulated cut off time, reservations can only be made by telephone.

Payment is made directly on the website using **Stripe** technology through the **Pluralo** platform.

Payment for activities is made in EURO.

Reservations made through any other travel agency are decided and dealt with between the travel agency in charge for the booking and the customer, not with AlgarvianRoots.

Cancellation, return and refund policy

(1) Cancellation of the activity by the customer

Cancellation of the experience by the customer up to 48 hours before the start of the service: the customer is refunded with the full amount of the purchase.

Cancellation of the experience by the customer less than 48 hours before the start of the service: the customer doesn't receive a refund.

(2) No show

If the client(s) does not show up on the date, time and place of departure of the service indicated on the booking confirmation or subsequent communication, the client will not receive a refund.

(3) Cancellation of services by AlgarvianRoots

All activities have a minimum number of participants, depending on the activity. AlgarvianRoots reserves the right to cancel a service in case there is not the minimum number of participants, in case of adverse weather conditions, in case of a situation that jeopardizes the safety of the service (for example: forest fire, thunderstorm, storm), mechanical problem in the means of transport that makes it impossible to carry out the activity or other unforeseen circumstances of force majeure.

In case of cancellation by AlgarvianRoots, the customer has the option of choosing another date or receiving a 100% refund.

Privacy

Any content or personal data that is sent or mentioned on our website is subject to data processing and protection.

We will use the email address to inform customers about the details of the reservation, it can also be used to send information exclusively related to the development of the AlgarvianRoots tourism offers. The customer may ask to be excluded when receiving any of this information via email.

During the activities, videos or photographs may be taken in order to promote our work. If the client does not wish to appear in these records, the guide must be informed.

Other conditions, in relation to data protection, can be consulted on the website page "Privacy Policy".

Conduct and behavior

AlgarvianRoots promotes ecotourism activities in areas with important natural and cultural heritage. We expect respectful conduct in the places visited and compliance of the behavior codes. AlgarvianRoots reserves the right to interrupt or cancel an activity if the participants behaviour disturbs the normal course of activity, the activity partner, the local population, species or habitats.

Itineraries and information on the website

The time and duration information on the itineraries along each activity are only indicative. Our team is flexible to adapt to customer preferences, so activities can be shorter or longer than indicated.

We may change the duration of the itineraries without prior notice, taking into account the weather conditions.

Intellectual property, copyright and logos

The way you use this website and the contents on it is solely your responsibility and risk.

The website www.algarvianroots.com and all materials contained or transferred in there, including, without limitation, software, images, texts, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto are the exclusive property of the company **Silêncio Místico Unipessoal Lda**. Except as explicitly provided herein, nothing in these terms shall be deemed a license in or under such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works.

Accuracy and integrity of information

Although all means at our disposal are used to ensure the accuracy and integrity of the information on this website, we do not assume any responsibility if the information provided is not accurate or complete. Any modification you make to the content made available on this website will be made at your own risk and, therefore, you are responsible for monitoring such changes.

Data Transmission

All content or communication of non-personal data that you send us to this website via email or any other means, containing data, questions, comments, suggestions or similar will be treated as non-confidential data and without proprietary rights.

Access links to other websites

On our website you can find access links to other websites who don't belong to AlgarvianRoots, and AlgarvianRoots does not accept any responsibility for the content, accuracy, credibility and functionality of websites belonging to third parties. The availability of such links is made in good faith, and AlgarvianRoots cannot be held responsible for any changes made to websites belonging to third parties.

The provision of links to other websites other than AlgarvianRoots does not imply any assumption of responsibility in relation to these websites. We strongly recommend that you inform yourself and carefully read the legal information and privacy policies of all websites you visit.

License

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AlgarvianRoots is registered by Turismo de Portugal with the license RNAAT n° 245/2022.

Our activities include the insurance required by Portuguese law for the practice of tourist activity.

Limitation of Liability

To the fullest extent permitted by applicable law, under no circumstances will AlgarvianRoots be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including, without limitation, damages for lost profits, goodwill, use of data or other intangible losses, arising out of or relating to the use or inability to use the service.

To the maximum extent permitted by applicable law, AlgarvianRoots assumes no responsibility for any errors or inaccuracies of content; personal injury or property damage of any nature resulting from your access to or use of our website; and any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

Right to change and modify the Terms

We reserve the right to modify these terms at our sole discretion. Therefore, the user should review these pages periodically. Your continued use of the website or our service after any change constitutes your acceptance of the new Terms. If you do not agree with any of these terms or any future version of the Terms, you must not use or access (or continue to access) the website or the service.

Client support

The user can contact AlgarvianRoots by email (info@algarvianroots.com), by phone (+351 282 445 397) or through social networks.

Dispute resolution

In these terms, the rights and remedies provided herein, and any and all claims and disputes relating and/or the services, will be governed, interpreted and enforced in all respects solely and exclusively in accordance with the internal laws of Portugal, without respect its conflicts of legal principles. Any and all claims and disputes will be presented, and the customer consents to them being decided exclusively by a court of competent jurisdiction located in the city of Silves.

AlgarvianRoots has a complaints book that responds to Turismo de Portugal.

Complaints in writing will only be accepted within 8 days of the provision of the service in question. Following the European Union directive, only complaints that have been communicated to the supplier (guide, local agent) during the trip can be accepted. No claims are accepted in relation to circumstances beyond our control, for example. weather, traffic, mechanical failure, etc.