

# **REGULATION – EXCLUSIVE VISITS**

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#### Preamble

Parques de Sintra - Monte da Lua S.A., hereinafter referred to as Parques de Sintra, is an exclusively publicly funded company, established in 2000 following the classification by UNESCO of Cultural Landscape of Sintra as a World Heritage Site (1995). The aim of its creation was to bring together the institutions responsible for safeguarding and enhancing the Cultural Landscape of Sintra, and the Portuguese State entrusted the management of its main estates to the company, located in the Cultural Landscape of Sintra and Queluz: the Park and Palace of Pena, the Park and Palace of Monserrate, the Moorish Castle, the Convent of the Capuchos, the Garden and Chalet of the Countess of Edla and, since 2012, the National Palaces of Sintra and Queluz and the Portuguese School of Equestrian Art, headquartered in the Gardens of the National Palace of Queluz and with regular presentations in the Henrique Calado Riding Ring, on Calçada da Ajuda in Belém.

Parques de Sintra is responsible for managing these heritage assets, a task that encompasses restoration, regeneration, revitalisation, conservation, research, promotion and exploitation, opening them up to the public and enhancing their tourist value. As such, the company pays constant attention to the conservation and restoration needs of the parks and monuments under its management, in which priority interventions may be undertaken at any time.

As part of its mission to ensure the heritage it manages is enjoyed to the fullest, Parques de Sintra offers exclusive visits to the National Palaces of Pena, Sintra and Queluz, as well as to the Palace of Monserrate, at times when these monuments are closed to the public.

This document sets out the operational, technical and procedural conditions governing the exclusive visit service and applies to the visit promoter/organiser, i.e. any individual or corporate entity that books this service.

# **Article 1 - General provisions**

 Exclusive visits are defined as visits inside the monuments, outside of normal opening hours, offered exclusively to the visit organiser/promoter (individual or corporate entity) hiring the service from Parques de Sintra.



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- 2. All activities must respect the historical and cultural prestige of the chosen monument.
- 3. Parques de Sintra pays constant attention to the conservation and restoration needs of the parks and monuments under its management, in which priority interventions may be undertaken at any time. In such cases, the visit and route may be adapted and altered.
- 4. The visit organiser/promoter and the group they are responsible for must observe the visit rules and conditions in force, as well as the other regulations contained in this document.
- 5. Applications must be made in writing to eventos@parquesdesintra.pt at least 10 working days in advance.

#### **Article 2 - Timetables**

- 1. Exclusive visits operate according to the timetables set out in Annex II and only concern visits inside the monuments.
- 2. The contracted visit time must be adhered to, and any delay of more than 30 minutes will result in the visit being cancelled.
- 3. Larger groups will have to be divided for staggered entry into the monument, which must take place in accordance with the aforementioned timetable.
- 4. The timetables set out in Annex II depend on the opening hours of the monuments and may change at any time.

# **Article 3 - Consideration**

Financial consideration for the exclusive visit will be determined based on the figures set out in Annex
I to this document, excluding additional services, which will be quoted on a case-by-case basis and will
be added to the final financial proposal.



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- 2. The figures set out in Annex I include VAT at the legal rate in force (23%).
- 3. Contracting and paying for this service implies acceptance of the terms set out in this document, including the "Personal Data Protection Policy" (Annex III).
- 4. The "Application Form" (Annex IV) must be completed and submitted in the first instance.
- 5. You may be asked to complete and sign the "Declaration of Acceptance of Conditions" (Annex V), subject to evaluation by Parques de Sintra.
- 6. The Parques de Sintra Management may stipulate different amounts to those in Annex I, in case of special circumstances applying to each visit.

#### Article 4 - Visit promoter/organiser responsibilities

- 1. Visit promoter/organiser responsibilities include the following:
  - a) The presence of a group leader throughout the visit, or their representative, provided that written notice is given to Parques de Sintra at least 24 hours in advance;
  - b) Compliance with the rules of conduct contained in this document or others communicated in writing;
  - c) Compliance with all laws and regulations, including municipal ones, that may apply to the activity, and possession of all necessary permits and licenses for that purpose and the respective payment.
  - d) Groups of 10 people or more must use audio guides, for which the agency will be responsible.

#### Article 5 - Payment and cancellation

- 1. Bookings are confirmed upon payment of the base price, which relates to entry for a maximum of 10 people, as mentioned in Annex I, and pre-bookings are valid for 5 working days.
- 2. Payment must be made through Parques de Sintra's own system, by bank card or Mbway, within 24 hours.



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#### Parques de Sintra

- 3. The remaining amount, if there are more than 10 people, must be paid at least 5 working days before the visit, once the final group number is confirmed, using the payment methods mentioned in the previous paragraph.
- 4. The promoter/organiser will not be entitled to a refund in the event of cancellation, unless this is due to force majeure.
- 5. If Parques de Sintra cancels the booking, all sums already received will be reimbursed.
- 6. The National Palace of Sintra and the National Palace and Gardens of Queluz may be requested for state functions at any time. In such circumstances, events and visits scheduled for coinciding dates may have to be postponed or cancelled. Parques de Sintra assumes no liability in this event, merely undertaking to return all sums already received.

# **Article 6 - Rules of Conduct**

- 1. Everyone on the visit must respect the dignity of the monument.
- 2. No venue items should be disturbed or moved.
- 3. The verification of any conduct that, individually or collectively, is likely to affect or disrupt the normal functioning of services and access to the venues, disregard visitors, or entail using the venues for practices that are illegal or other than those requested and granted, will give Parques de Sintra the right to revoke its permission for the visit and, if necessary, suspend the visit planned or under way.
- 4. If the rules of conduct are infringed, endangering the safety of persons or property, those involved will be invited to leave the venue.
- 5. In addition, the rules of conduct include the following restrictions and prohibitions:
  - a) It is forbidden to affix, abut or attach any type of objects to the built and natural heritage;
  - b) It is forbidden to remove any existing equipment from the venues;



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- c) All equipment and lights must be turned on and off by the Parques de Sintra representative at the site;
- d) It is forbidden to consume any Parques de Sintra food and beverages found at the venue, with the exception of catering services hired from Parques de Sintra;
- e) It is forbidden to smoke in rooms on the museum route; smoking is only allowed in the places identified for this purpose with ashtrays;
- f) Waste must be placed in the appropriate containers only.
- g) It is forbidden to circulate with food or drinks in rooms within the museum route, excluding the specific room granted and defined for this purpose;
- h) Animals may not enter any of the monuments managed by Parques de Sintra, with the exception of guide dogs and assistance animals, upon presentation of evidence to that effect;
- i) Adults are responsible for accompanying and supervising minors in their care throughout the visit in order to prevent both personal injury and damage to property;
- j) It is forbidden to feed the animals in the care of Parques de Sintra.

# **Article 7- Safety and Hygiene Regulations**

- 1. The visit promoter/organiser must respect the Parques de Sintra guidelines when organising the visit group, so as not to exceed capacity or put the safety of people and property at risk.
- 2. The visit promoter/organiser should ensure that no safety objects such as fire extinguishers, fire blankets, insect killers, security barriers or security tapes are removed or moved.
- 3. It is forbidden to disconnect alarms regardless of the situation.



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# **Article 8- Vehicle Use and Parking**

- 1. The circulation of vehicles in the Park and National Palace of Pena and Park and Palace of Monserrate is subject to prior permission from Parques de Sintra.
- 2. Parques de Sintra has no private parking.

# Article 9 - Image Capture

General environment images are only permitted for private use by the individual concerned. It is forbidden to use images for other purposes, namely commercial or advertising.

# **Article 10 - Doubts and Omissions**

Any doubts or omissions arising from the application of this document will be resolved by decision of the Board of Directors of Parques de Sintra – Monte da Lua, taking into account the nature and characteristics of the buildings and spaces and the principles which guide the company's activities.





Annexes

# Annex I - Pricing

	Base price – maximum 10 people	Additional price per person
National Palace of Pena	€1050.00	€75.00
Palace of Monserrate	€1050.00	€75.00
National Palace of Sintra	€1050.00	€75.00
National Palace of Queluz	€1050.00	€75.00

- The table shows the prices approved by the Board of Directors of Parques de Sintra on 23/02/2024 (minutes no. 1011), applying from that date. Parques de Sintra reserves the right to change the prices listed at any time.
- The prices listed include VAT at the legal rate in force (23%).
- The prices listed do not include an entrance fee for the guide/group leader, who is exempt from payment.
- The prices quoted include the visit inside the monument, at the times mentioned in Article 2 of this document, excluding the hire of spaces and other additional services.



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# Annex II - Timetables

Exclusive visits operate according to the following timetables and only concern visits inside the monuments:

#### a. National Palace of Pena and National Palace of Sintra:

Before opening:	After closing:
08h30 > 09h30	18h30 > 19h30

#### b. National Palace of Queluz:

Before opening:	After closing:
08h00 > 09h00	18h00 > 19h00
	Except Thursdays, Fridays, Saturdays and Sundays
	between May and October.

# c. Palace of Monserrate

Before opening:	After closing:
08h30 > 09h30	18h30 > 19h30



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# **Annex III - Personal Data Protection Policy**

#### **1.** Corporate Presentation

Parques de Sintra - Monte da Lua, S.A. (hereinafter "Parques de Sintra"), legal entity number 505 174 839, headquartered at Parque de Monserrate, 2710-405 Sintra, is the entity responsible for the management and conservation of some of the most important cultural centres in the Cultural Landscape of Sintra.

#### 2. Purpose of the Personal Data Protection Policy

This annex aims to clarify to all data subjects information regarding the methodologies for processing personal data, complying with the provisions of the personal data protection legislation, namely, Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016 ("GDPR") and Law no. 58/2019, of 08 August 2019.

The rules set out in this document complement the Privacy Policies available at <a href="https://www.parquesdesintra.pt/pt/politica-de-privacidade/">https://www.parquesdesintra.pt/pt/politica-de-privacidade/</a>.

#### 2.1. Situations Covered by the Applicability of this Policy

This Personal Data Protection Policy applies exclusively to the collection and processing of personal data for which Parques de Sintra is responsible for the respective processing, within the scope of the services and products made available within the field of the leasing of spaces for events and providing experiences.

#### 3. Stages of Data Processing and Related Topics

#### 3.1. Processing of personal data

Within the scope of its activities, Parques de Sintra processes the personal data necessary for the provision of services and / or the supply of products, processing data such as: 1) full name; 2) citizen card or passport number; 3) address; 4) post code; 5) telephone number; 6) email address; 7) Tax Identification Number (NIF); and 8) name of the bank account holder who makes the transfer, according to the application form, which must be completed and sent by the visit promoter.

#### 3.2. Collection of Personal Data

Parques de Sintra collects personal data over the telephone, in writing or through its digital domains, guaranteeing, in all cases, strict compliance with personal data protection legislation, which is stored in specific databases created for this purpose; under no circumstances, will the data collected be used for any purpose other than that for which it was collected or given consent by the data subject.

#### 3.3. Recipients of Personal Data

Within the scope of this activity, Parques de Sintra will not communicate the personal data of data subjects. However, notwithstanding what is stipulated throughout this Personal Data Protection Policy, Parques de Sintra may communicate the personal data of the data subject, with the purpose of



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complying with legal obligations, specifically to police, judicial, fiscal and regulatory entities.

#### 3.4. Purposes of Processing and Legal Grounds

The personal data collected is based on and is intended for the management of the contractual relationship, the provision of contracted services, the suitability of services to the needs and interests of the data subject; this does not include transmission of personal data to third parties for the publication of said databases. Notwithstanding the additional information provided when data is collected, Parques de Sintra may also, provided that consent is given, use the personal data provided by the holder for other purposes, such as the dissemination of institutional information, marketing and carrying out evaluation surveys.

#### 3.5. Storage and Conservation of Personal Data

The period of time during which personal data is stored and kept varies according to the purpose for which the information is processed. Thus, and whenever there is no specific legal requirement, the data will be stored and kept only for the minimum period necessary to pursue the purposes that motivated its collection or subsequent processing, under the terms defined by law.

#### 4. Rights of Data Subjects

As holders of personal data, data subjects are guaranteed, at any time, the right to access, rectify, update, restrict and erase their personal data (except for data that is essential for the provision of services by Parques de Sintra - duly identified on the Form as mandatory data or for compliance with legal obligations to which the data controller is subject), the right to object to its use for commercial purposes by Parques de Sintra and to withdraw consent, without this compromising the lawfulness of the processing carried out under this consent, as well as the right to data portability.

#### 4.1. Use of your Rights

Communication via email: <a href="mailto:dpo@parquesdesintra.pt">dpo@parquesdesintra.pt</a>;

Written communication addressed to the data controller for Parques de Monserrate, 2710-405, Sintra.

#### 4.2. Complaint

Notwithstanding being able to submit complaints directly to Parques de Sintra, through the contacts made available for this purpose, the data subject can file a complaint directly to the Oversight Authority, which is the Portuguese Data Protection Commission (CNPD).



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# Annex IV- Application Form

Name/Name of Representative	
Company Name (if applicable)	
CC/passport number	
Country issuing the document	
Document expiry	
Address	
Company Head Office (if	
applicable)	
Post Code	
Telephone	
Email	
Tax ID	
Corporate Taxpayer No. (NIPC) (if	
applicable)	
Transfer made by (name of	
account holder):	

1. Parques de Sintra – Monte da Lua, S.A is responsible for processing and protecting the personal data collected through this form, in accordance with Article 6(1)(b) of the GDPR. In order to make use of Parques de Sintra services, the following data must be provided:

- a. First and last name(s);
- b. Company name (if applicable);
- c. Citizen's card or passport number;
- d. Country issuing the above document;
- e. Expiry of the above document;
- f. Address;
- g. Company head office (if applicable);
- h. Post Code;
- i. Telephone / mobile number;
- j. Email;
- k. Tax Identification Number;
- I. Corporate Taxpayer Number (if applicable);
- m. Name of the account holder who will carry out the transfer.

The collection and processing of the data mentioned above have the following processing purposes:



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- a. Opening of a customer file, creating a commercial process, managing invoicing and storing data in a computerised database for customer management;
- b. To ensure the management of Parques de Sintra's internal logistical process in the management of the event /experience, where data may be shared with the internal Departments of Parques de Sintra responsible for this process. There is no sharing of data with third parties, except in the exception regime present in the legal situations regulated in the General Data Protection Regulation;
- c. To allow the possibility of direct contact with the data subject by members of the Parques de Sintra events team;
- d. Possibility of further contacts to assess the experience, for internal quality management purposes.

2. The data will be kept for the period of time necessary to meet purposes described above, unless there is a definition of a different legal or regulatory period of conservation provided for by changes to the General Data Protection Regime.

3. The data subject has the right to access and rectify their personal data, as well as, within the limits of the law, to oppose its processing, determine how it is processed, withdraw consent and exercise all other associated rights. If you withdraw your consent, this does not affect the legality of any processing carried out up to that date. All data subjects also have the right to be notified, under the terms provided for by Law, in the event of a breach of their personal data, and may submit a complaint to the competent authorities (CNPD).

4. For more information about the rights attributed to the data subject and to the employee, you can consult the Parques de Sintra Privacy Policy (Article 2.5), available at: <u>https://www.parquesdesintra.pt/en/privacy-policy/</u>.

5. By providing the data, under the terms described in this document, you are confirming your consent to its processing in accordance with the aforementioned purposes, and non-consent must be expressed.

#### I therefore declare:

□ Under oath, that the information provided is true;

□ To be aware of points 1 to 5, specifically acceptance of Parques de Sintra's privacy policy and the scope and purpose of data collection in this document.

Signature and date



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# Annex V- Declaration of Acceptance of Conditions

I, ....., holder of citizen card no.. valid until ..... and taxpayer identification no. ....., as the legal representative of ...... (if corporate entity), with Corporate Taxpayer No. (NIPC) ....., with registered office at...., hereby declare the following with respect to the Exclusive Group Visits service at the monuments managed by Parques de Sintra Monte da Lua, S.A (hereinafter Parques de Sintra):

- a. The purpose of the service is to visit the monument ...... outside opening hours on \_\_\_/\_\_\_/ from \_\_\_\_\_ to \_\_\_\_\_.
- b. The visit is planned for ...... people, with a total cost of €....., (amount in words).....
- c. I accept as additional consideration for the service in question the payment of €....., (amount in words) ....., per person if the group exceeds the number of people mentioned in the previous paragraph.
- d. I accept and confirm that I have read the general conditions for the experience mentioned in point a. above.
- e. I agree to respect and apply all the rules and conditions referred to in the general conditions relating to this service.
- f. I promise to send all the required logistical information for the activity at least 5 working days before the experience.
- g. In accordance with and for the purposes of Regulation (EU) 2016/267 of 27 April 2016 (GDPR) and other applicable legislation relating to the protection of the personal data contained in the promoter's file, I hereby declare that I agree to Parques de Sintra collecting and processing of the data sent for the purposes defined in Annexes III and IV of the Parques de Sintra Regulations for the Provision of Venues for Events.

Sintra, \_\_\_(Day) \_\_\_\_\_(Month) \_\_\_\_\_(Year)



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