

Condições Particulares / Private Conditions

<small>(disponível para download em www.infraquinta.pt para pré preenchimento / available for download at www.infraquinta.pt to pre-fill)</small>														
<input type="checkbox"/> PROPRIETÁRIO / Owner				<input type="checkbox"/> ARRENDATÁRIO / Tenant				<input type="checkbox"/> OUTRO / Other				NºCLIENTE / Client Nr. (1)		
												NºLOCAL / Local Nr.		
DADOS DO CLIENTE / Client's Data														
NOME/Name: (2)														
MORADA/Address: <small>(Local de consumo/ Place of consumption)</small>														
C.POSTAL/Box:						LOCALIDADE			NIF/NIPC:					
						Local			Fiscal Identification					
ARTIGO MATRICIAL/House:						Nº FRAÇÃO/Fraction:								
TELEFONE/Telephone:						Email(3):								
TIPO DE CONSUMO:		<input type="checkbox"/> MORADIA		<input type="checkbox"/> APARTAMENTO		<input type="checkbox"/> EST.COMERCIAL		<input type="checkbox"/> Outro						
Type of consuming:		Vila		Apartment		Commercial Area		Other						
MORADA PARA ENVIO DE FATURA/Address To Send The Invoice/FATURA ELETRÓNICA/Electronic Invoice														
(*)NOME/Name: (Agente/Agent)														
(*)MORADA/Address:														
C.POSTAL/Box:						LOCALIDADE/Local:								
PRETENDO RECEBER FATURA ELETRÓNICA / <input type="checkbox"/>						(*) a ser preenchido apenas no caso de ser diferente da morada acima mencionada / To be filled in only if the address is different of the indicated above								
wish to receive electronic invoice														
<input type="checkbox"/> Confirmo que o Agente acima mencionado está autorizado a receber faturas / extratos, conforme previsto na cláusula das condições gerais do contrato I confirm that the above mentioned Property Administrator/Agent is authorised to receive invoices / statements, as provided in the clause of the general conditions of the contract														
MOTIVO CONTRATUAL / Contractual Nature														
Eu abaixo assinado, conheço as condições gerais do contrato de abastecimento de água e tarifário ao local aqui referido e declaro que aceito as mesmas, como fazendo parte integrante deste contrato. I, the undersigned, acknowledged the general conditions of water supply and pricing agreement in the site mentioned here and I declare that I accept it, as integrates this contract.														
CONDIÇÕES ESPECÍFICAS - OBSERVAÇÕES / Specific Conditions - Observations														
IDENTIFICAÇÃO DE / Identification Of:														
						<input type="checkbox"/> Procurador / Attorney or Proxy								
						<input type="checkbox"/> Representante / Representation								
Nome / Name						<input type="checkbox"/> Outro / Other								
ASSINATURAS / Signatures (conforme documento legal/ according to legal document)														
Infraquinta, E.M.						Proprietário - Cliente / Owner - Client								
Quinta do Lago: ___ / ___ /20__														
(1) A preencher pela Infraquinta / To be filled in by the Infraquinta.														
(2) A identificação do cliente (proprietário/arrendatário) tem de ser efetuada com base em documentos legais. The client's identification (owner/tenant) must be done with legal documentation														
(3) Obrigatório / Required														

GENERAL CONDITIONS FOR THE WATER SUPPLY AND SERVICES PROVISION AGREEMENT

"INFRAQUINTA, EMPRESA DE INFRAESTRUTURAS DA QUINTA DO LAGO, E.M.", legal entity No. 503830704, with head office in Quinta do Lago, 8135-024 Almancil, Loulé, with share capital of € 250.000,00, registered in the Conservatória do Registo Comercial of Loulé, as managing entity of the public service for water supply in its intervention area.

OWNER / CLIENT is the person or entity identified in the Agreement, who wishes to obtain the connection to the public water distribution network and other services provided by the company.

1st OBJECT OF THE AGREEMENT

- 1 – This agreement comprises the general and special conditions and its annexes and addendums.
- 2 – "INFRAQUINTA" commits itself, under the terms and conditions of the present Agreement, to provide the final connection of the water distribution network of Infraquinta's geographical intervention area to the identified consumption site, and to ensure the water supply, as well as the waste water and rain water drainage, municipal solid waste collection, hygiene and public cleaning, against payment by the client of the inherent costs and respective duties, availability of the supply service, consumptions and repairs imputable to the client.

2nd CONTINUITY AND INTERRUPTION OF THE SUPPLY

- 1 – The agreed water supply will be permanent and continuous, except for any service-related interruptions, casual circumstances, previous agreement, and security reasons or for act imputable to the client or to our supplier (Águas do Algarve).
- 2 – Under service and security-related interruptions, the following cases are, namely:
 - a) The need to ensure the maintenance and the execution of repairs to the distribution network;
 - b) Deterioration of the quality of the supplied water or anticipation of its occurrence;
 - c) Absence of health conditions in the building;
 - d) Detection of illegal connections to the public system;
 - e) Repair or replacement works in connecting extensions or in the public network in general;
 - f) Fortuitous events or force majeure, caused by unforeseeable situations, including natural and environmental causes that hinder the continuity of the supply.
- 3 – Under act imputable to the client is meant, namely:
 - a) Opposition to the free access of the technicians, duly authorized by the entity responsible for the network maintenance and consumption readings and invoicing, to the measuring device;
 - b) Failure to pay the invoice in due time;
 - c) Water supply to third parties;
 - d) Violation or vitiation of the measuring devices;
 - e) When the supply system has to be modified, changing the supply conditions between the public supply network and the irrigation network for green spaces;
 - f) Impossibility to perform the readings for more than 6 months;
 - g) Non-fulfilment of dispositions that aim to eliminate any disruption in the distribution network or in other infrastructures.
- 4 – When the interruption is caused by an act imputable to the client, "INFRAQUINTA" commits itself to re-establish the supply after the termination of the arising cause and after payment, by the client, of the inherent interruption and reconnection costs.

3rd INSPECTION

The referred connection must be preceded by an inspection of the water distribution system of the consumption site, in order to confirm the compliance to the conditions foreseen in the Construction Regulations in force at Quinta do Lago.

4th DURATION OF CONTRACT

- 1 – The term of this Agreement is one month and will be successively renewed for equal periods, without prejudice of notice of termination or dissolution, according to the Regulation for the Public Service of Water and Sewage and the legal terms in force.
- 2 – In the case of contracts made for construction purposes, its duration will be limited to the respective building permit.
- 3 – The effective date of this Agreement will be communicated by letter, to be sent by "INFRAQUINTA" to the client, after performing the inspection mentioned in the above clause no. 3 and verification Owner / Client condition.
- 4 – If the client wishes to terminate the Agreement, he/she must notify "INFRAQUINTA" in writing and in advance, with a minimum period of 15 days, in relation to the terminus of his responsibility for the duties respecting water consumption.
- 5 – "INFRAQUINTA" commits itself to make the last reading and to issue the final invoice with the respective adjustments that might exist (according to the clause no. 9 below), no later than one week after the date of the water meter removal, provided that the request, in writing, has been made by the client within the deadline indicated in the previous subparagraph.

5th MEASUREMENT DEVICES

- 1 – The water-meter devices are "INFRAQUINTA" property, who may replace them at any time, informing the client about the referred change.
- 2 – The client must not carry out any kind of interventions or modifications in the water distribution system, including the water meter, being responsible for its integrity and inviolability and for any damages it might suffer.
- 3 – The measurement devices become of immediate client responsibility, being the client responsible for any damages that the measurement devices may sustain, resulting from abnormal causes to its usual use.
- 4 – "INFRAQUINTA" may, at any moment, perform an extraordinary verification of the measurement devices.

6th READING AND DETERMINATION OF THE CONSUMPTIONS

- 1 – The water meter reading will be made on a monthly basis and the client must guarantee that the competent technicians have free access to the device.

2 – For invoicing purposes "INFRAQUINTA" will perform a monthly telemetric reading of the measurement devices, and a reading at the site at least twice a year, and with a maximum range between them of 8 months.

3 – In the absence of reading imputable to the client, the consumption may be estimated, which will have in consideration, namely, the consumptions verified in previous periods or the foreseeable consumptions of the installation. The estimated will be subject to the adjustments after the actual reading of the water meter is performed, without prejudice to the implementation of the normative foreseen in the article 51º of the Water Regulation.

4 – In the event of the water meter stops or malfunction, the consumption may be assessed through:

- a) Average consumption between two valid readings;
- b) Consumption of equal period of the former year;
- c) Average of consumption in the readings made after the installation of the water meter, in case there are no records mentioned in a) and b).
- d)

7th PRICE AND INVOICING

1 – The prices to be charged are according to the Tariff Table attached to this Agreement.

2 – The Tariff in force for the available services is published in our webpage: www.infraquinta.pt

3 – The consumptions will be charged according to the readings registered by the water meter and the respective invoices will be issued on a monthly basis, or other to adopt according to the verified consumptions.

4 – The price of one cubic meter of water may vary according to the costs of acquisition and distribution of water.

5 – The supply system is subject to a tariff structure foreseen in the article 86º and subsequent articles of the Water and Sewage Regulation.

8th PAYMENT

1 – Payment must be made within the time limit indicated in the invoice. Beyond that date, interests on arrears will be charged, according to the law.

2 – The above mentioned time limit cannot be less than **20 (twenty) days** after the invoice issuing date.- In case of payment delay that justifies the supply interruption, "INFRAQUINTA" will notify the client in writing, at least 20 days prior to the date of interruption, informing the options available to the client to avoid the supply suspension.

3 – In accordance with the foreseen in the Law, and given the functional interdependence of the services foreseen in the object to this Agreement, the non- payment implies not only the suspension of the supply, but also any other supplied services, according to the foreseen in this clause.

9th COMPLAINTS AND CONFLICT RESOLUTION

1 – Any supply and/or invoicing-related complaint must be filed in writing within **15 (fifteen) working days** (maximum) after the reason that has given rise to the complaint. "INFRAQUINTA" shall reply within **22 (twenty-two) working days**.

2 – The pending complaint does not suspend the payment time limits of outstanding invoices; in case of refund of any unduly paid amounts, it will take place subsequently, and after any credit grant.

3 – It's an exception of the stated previously, if the client requests in writing, claiming the errors of the measurement device, an extraordinary verification to the water meter, and subsequently it's confirmed that exists reasons to the client to contest.

4 "INFRAQUINTA" joined to the mechanism of alternative resolution and out-of-court conflicts through the "Centro de Arbitragem de Conflitos de Consumo do Algarve", situated in Edif. Ninho de Empresas, Estrada da Penha, 8000-131 Faro. For further informations, please see Portal do Consumidor www.consumidoronline.pt

10th DEPOSIT

1 – "INFRAQUINTA" may require a deposit under the terms of the article 84° of the Public Service Regulation for the Water Supply and Sewage.

2– Upon termination of the contract, the deposit it's returned under the terms of the article 85° of the referred Regulation.

11th APPLICABLE LAW

1 – To the Agreement is applicable the legal provisions in force, and the lack of reference to those provisions in these general conditions does not exempt the client from consulting them.

2 – This Agreement is subject to the Regulative Decree No. 23/95, of August 23rd, The Decree Law No. 194/2009, of August 20th, the Law No. 23/96 of July 26th, amended and republished by Law No. 12/2008, of February 26th.

3 – It's equally subject to the Regulation for Water Supply and Sewage and Urban Waste, notices published in D.R. II series, no. 211 and 219 published on 3rd November 2016 and 15th November 2016 respectively and available on our webpage: www.infraquinta.pt.

12th PERSONAL DATA

1 – According to the GRDP - General Regulation for Data Protection, and in case of the owner/client it's not the one managing the property (e.g. when the invoices/statements are sent to a third party) it's necessary to consent the access to the personal data to authorise that submission.

2 – Any change of the third party held by the owner/client must be notified to Infraquinta, E.M. through formulary – consent for personal data access, available at <https://www.infraquinta.pt/en/customers-area/documents/download/1125/145/24?method=view>

3 – The Law no. 58/2019 of 8 August is applicable to the contract, which ensures the execution, under the national legal order, of the Regulation (EU) 2016/679 of the European Parliament and Council, of 27 April 2016, regarding singular people protection concerning the personal data processing and free movement of such data.

4 – According to the Article no. 13 of the GRDP, the contact of the Infraquinta, E.M. Data Protection Officer is: epd@infraquinta.pt.

13th TERMINATION OF THE CONTRACT

According to the article no. 424° of C.C., "INFRAQUINTA" is empowered to transfer its position in this Agreement to CÂMARA MUNICIPAL DE LOULÉ or to any other entity which may replace it on the water supply and maintenance and on water billing in its intervention area. However, this termination will only come into force after the client has been duly informed.

**Tariffs Infraquinta, E.M. - Summary****WATER SUPPLY SERVICE**

	Availability fee for Water Supply Service €/30 days	
	Final domestic users	Non-domestic final users
1st level – meters up to 25 mm	3,0000 €	4,5000 €
2nd level – higher calibre meters 25 mm to 30 mm	100,0000 €	100,0000 €
3rd level - higher calibre meters 30 mm to 50 mm	120,0000 €	120,0000 €
4th level - higher calibre meters 50 mm to 100 mm	144,0000 €	144,0000 €
5th level - higher calibre meters over 100 mm	172,8000 €	172,8000 €

	Variable Fee for Water Supply Service (for m ³ / Month)	
	Final domestic users	Non-domestic final users
1st scale – up to 5 m ³	0,5058 €	
2nd scale – 6 to 15 m ³	0,6323 €	
3rd scale - 16 to 25 m ³	1,2392 €	
4th scale – higher than 25 m ³	1,7597 €	
Consumption of water that does not generate wastewater (irrigation and condominiums)	1,2392 €	1,2392 €
Single scale		1,2392 €

Charge of the Water Resources Rate in force, as established in DL 97/2008 of 11 June.

WASTEWATER SANITATION SYSTEM

	Availability Fee for Wastewater Sanitation System €/30 days	
	Final domestic users	Non-domestic final users
Single level	7,5000 €	9,0000 €

	Variable Fee for Wastewater Sanitation System (for m ³ / Month)	
	Final domestic users	Non-domestic final users
Single scale	0,8055 €	0,8055 €

Impact of the Water Resources Rate in force, as established in DL 97/2008 of 11 June

URBAN WASTE MANAGEMENT SERVICES

	Fixed Fee €/30 days	
	Final domestic users	Non-domestic final users
Single level	7,4321 €	8,9185 €

	Variable Fee (m ³ /month)	
	Final domestic users	Non-domestic final users
Single scale	0,6311 €	0,7573 €

Tariff Infrastructures Quality and Environment – Index per bed

Index per bed	Zone	Use of the building	Euro Value Rate/bed/mo	Weighting factor
Infrastructures Quality and	1	Residential units	6,5000 €	1,00
Infrastructures Quality and	1	Tourist accommodation and	6,5000 €	0,75
Infrastructures Quality and	1	Developments in Condominium	6,5000 €	1,00
Infrastructures Quality and	2	Residential units	2,0000 €	1,00
Infrastructures Quality and	2	Projects of tourist accommodation	2,0000 €	0,75
Infrastructures Quality and	2	Developments in Condominium	2,0000 €	1,00

The number of beds is obtained by multiplying by 2 the number of rooms in the architecture project approved by the Câmara Municipal de Loulé.

Index per area(*)

Area Index Type of fare	Zone	Use of the building	Euro Value Rate/bed/mo	Weighting factor
Infrastructures Quality and	1	Services	6,5000 €	1,00
Infrastructures Quality and	1	Commerce and restaurants	6,5000 €	1,10
Infrastructures Quality and	1	Bars	6,5000 €	1,10
Infrastructures Quality and	1	Nightclubs	2,0000 €	1,10
Infrastructures Quality and	2	Services	2,0000 €	1,00
Infrastructures Quality and	2	Commerce and restaurants	2,0000 €	1,10
Infrastructures Quality and	2	Bars	2,0000 €	1,10
Infrastructures Quality and	2	Nightclubs	2,0000 €	1,10

(*)Calculation based on the ratio of 1 extra dwellings equivalent to 40m² area | (f) the weighting factor in relation to the amount charged for each bed | (1) See value in bed table of contents for extra | (2) Calculating identical to housing areas

Formula to calculate the value of the fare: T=VxFxA. (T-value of the fare to be paid, V-value (indicated in the table of contents for extra), F-weighting factor, and the area in m²).

All figures presented in this table plus VAT at the statutory rate in force, when applicable.

It is advised to consult the price list in full on Webpage from Infraquinta. <http://www.infraquinta.pt/en/customers-area/rates>