

Standard Example of Rental, Terms and Conditions

1. Definitions

Guest :	You, the person or group seeking to rent the Apartment.
Owner :	The principal on whose behalf the Apartment is offered for rental.
Rental Charge :	The cost of renting the Apartment for the rental period.
Rental Period :	The period from the date of arrival until the date of departure.

2. Bookings

All bookings are subject to the terms and conditions as specified in this document unless otherwise arranged and confirmed in writing with the Owner/Owners Agent or Manager, Email, Fax or Telephone bookings will be held with the prior agreement of the Owner for a period of fourteen days to allow for the completed booking form and initial deposit to be received. **A deposit of 20%** of the rental charge (**which is non-refundable**) is payable when making the reservation. The balance of the rental charge must be paid **no later than six weeks** prior to your intended arrival date, failing which the deposit may be forfeited and the reservation cancelled at the discretion of the Owner. Reminders for payment are not normally sent. In the event of late payment, the Owner reserves the right to cancel the reservation. If a booking is made **six** weeks or less from the intended date of arrival, the whole of the rental charge must be paid at the time of the booking.

3. Damages Deposit

A cheque for **£150.00** is payable when making your booking, this to be held against any breakage's or damages. This deposit is returnable within 14 days after your departure if no damages or breakage's have occurred, and will be posted to your home address. If there are any breakage or damages in excess of the damages deposit, the Guest must agree to reimburse the Owner/Owners Agent or Manager in full. Any substantial breakage or damages caused by the Guest, the Guest's family or those on the property at the invitation of the Guest, or by any unacceptable behaviour of the Guest, the Guest's family or those on the property at the invitation of the Guest may result in immediate eviction from the Apartment without compensation or claim for loss and damages from the Owner. In this event the Owner will have no further contractual obligations to the Guest.

4. Rental Period

The rental period will normally commence on **Thursdays or Saturdays** from **4.00pm** on the agreed date of arrival until **10.00am** on the agreed departure date. The rental period can only be varied in writing by and with the prior agreement of the Owner. Arrangements will be made for the manger to supply keys for the Apartment to the Guest upon arrival.

5. Number of Guests

The number of people staying in the Apartment must not exceed the number specified in the promotion of the Apartment unless prior written agreement has been made with the Owner. The Owner reserves the right to cancel the rental if the number of people arriving at the Apartment exceeds those detailed on the booking form.

6. Services

Rental charges are inclusive of electricity, gas and water charges, except in the case of long term rentals where the charges and services provided will be agreed in advance with the Owner. The housekeeper will regularly tidy the Apartment and change the linen during the course of your stay, however we would ask that you maintain a reasonable state of cleanliness throughout the Apartment and clean all dishes and cutlery when used. Rubbish should be removed from the Apartment on a regular basis and deposited in the rubbish skip on the main road.

7. Linen

Sheets, pillow cases, bed spreads, bathroom towels, hand towels and tea towels are all provided and will be changed on a regular basis. We supply towels for use around the Apartments pool, these are NOT to be used for the beach.

8. Facilities

Whilst every effort has been made to ensure that the descriptions of the Apartment and its nearby facilities are accurate, the Owner cannot accept any responsibility or liability for any changes. It should be noted that conditions in the Algarve are often quite different from those experienced in the United Kingdom and the Owner cannot be held responsible for technical problems, nor can they accept responsibility for animals, birds or insects which may be present in or around the property. The use of the Apartment and the amenities offered is entirely at the Guests own risk. Guests and their parties leaving personal belongings in or around the Apartment do so entirely at their own risk and the Owner cannot be held responsible for any injuries or losses however caused.

9. Alternative Accommodation

Reservations are made on the understanding that the Apartment will be available for the dates specified. If however, due to circumstances beyond the Owner's control, this is not possible, every effort will be made to provide alternative accommodation. Failing this, the Owner will make a prompt and full refund of all monies paid and there will be no claim against the Owner. In the event of the reservation being cancelled or altered by reason of force majeure (which includes floods, storms, riots, strikes, wars and acts of God) or other events outside the Owner's control, the Owner cannot accept any liability. If the Guest or any person within the Guest's party falls ill whilst on holiday or for any reason and has to return to their home address early, the Owner cannot be held responsible for any additional costs nor will any part of the rental charge be returned.

10. Cancellation

In the event of cancellation of the booking by the Guest(s), the deposit paid is non-refundable as stated above in clause **2. Bookings** Furthermore, if the Guest(s) cancels the booking after paying the Balance Payment, a Cancellation Fee will be made as follows :-

More than six weeks prior to the intended arrival date : 25% of the Balance Payment
Between six and two weeks prior to the intended arrival date : 50% of the Balance Payment
Less than two weeks prior to the intended arrival date : 100% of the Balance Payment

11. Insurance

The Owner strongly recommends that Guests arrange appropriate holiday insurance.

12. Complaints

In the unlikely event of a complaint about the Apartment, this should be reported to the Manager within three days of arrival and thereafter confirmed in writing. Failure to act in this manner may result in the Owner being unable to deal with the complaint. Complaints cannot be accepted after the Guest has returned home and there has been no opportunity to put matters right during the rental period.