

## **Casa Idalina: Rental Terms and Conditions**

### **1. Definitions**

Owners: Alan and Carol Matthews, Lope de Vega, 36 28014 Madrid, Spain  
Manager: Ray Green, Ray Journeaux Ltd, Loulé, Algarve  
Villa: Casa Idalina, São Romão, near São Brás de Alportel, Algarve

### **2. Bookings**

- All bookings are subject to the terms and conditions specified in this document unless otherwise arranged and confirmed in writing with the Owners or the Manager.
- Email, fax or telephone bookings will be held for a period of fourteen days to allow for the completed booking form and initial deposit to be received.
- A deposit of 30% 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 before your intended arrival date, failing which the deposit may be forfeited and the reservation cancelled at the discretion of the Owners.
- Reminders for payment are not normally sent. In the event of late payment, the Owners reserve 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 £300.00 is payable when making your booking and this is held against any breakages, damages or losses.
- This deposit is returnable within 14 days after your departure if no breakages, damages or losses have occurred, and will be posted to your home address.
- If there are any breakages, damages or losses in excess of the damages deposit, the Guest must agree to reimburse the Owners or Manager in full.
- Any substantial breakages 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 Villa without compensation or claim for loss and damages from the Owners. In this event the Owners will have no further contractual obligations to the Guest.

### **4. Rental Period**

- The rental period will normally begin on Thursdays 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 Owners.
- Arrangements will be made for the Manager to supply keys for the Villa to the Guest upon arrival.

### **5. Number of Guests**

- The number of people staying in the Villa must not exceed eight, unless prior written agreement has been made with the Owners.
- The Owners reserve the right to cancel the rental if the number of people arriving at the Villa exceeds those listed on the booking form.

### **6. Services**

- Rental charges include electricity, gas and water, except in the case of long-term rentals where the charges and services provided will be agreed in advance with the Owners.
- The housekeeper will clean and tidy the Villa weekly. However, we would ask you to maintain a reasonable state of cleanliness throughout the Villa and clean all dishes and cutlery when used.
- Rubbish should be removed regularly from the Villa and deposited in one of the nearby rubbish skips.

### **7. Linen**

- Sheets, pillow cases, bed-spreads, bathroom towels, hand towels and tea towels are all provided and will be changed weekly.
- We supply towels for use around the pool but these are not to be used for the beach.

### **8. Facilities**

- Whilst every effort has been made to ensure that the descriptions of the Villa and its nearby facilities are accurate, the Owners cannot accept any responsibility or liability for any changes.
- The Owners cannot be held responsible for animals, birds or insects which may be present in or around the property.
- The use of the Villa and the amenities offered is entirely at the Guests' own risk.
- Guests and their parties leaving personal belongings in or around the Villa do so entirely at their own risk and the Owners cannot be held responsible for any injuries or losses however caused.

### **9. Alternative Accommodation**

- Reservations are made on the understanding that the Villa will be available for the dates specified. If, however, due to circumstances beyond the Owners' control, this is not possible, every effort will be made to provide alternative accommodation. Failing this, the Owners will make a prompt and full refund of all monies paid and there will be no claim against the Owners.
- In the event of the reservation being cancelled or altered for reasons of force majeure (which includes floods, storms, riots, strikes, wars and acts of God) or other events outside the Owners' control, the Owners cannot accept any liability.
- If the Guest or any person in the Guest's party falls ill while on holiday, or for any reason has to return home early, the Owners 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, the deposit paid is non-refundable as stated above in Bookings (Clause 2).
- Furthermore, if the Guest cancels the booking after paying the Balance Payment, a Cancellation Fee will be made as follows :-
  - More than six weeks before the intended arrival date : 25% of the Balance Payment
  - Between six and two weeks before the intended arrival date : 50% of the Balance Payment
  - Less than two weeks before the intended arrival date : 100% of the Balance Payment

**11. Insurance**

- The Owners strongly recommend that Guests arrange appropriate holiday insurance.

**12. Complaints**

- In the unlikely event of a complaint about the Villa, this should be reported to the Manager within three days of arrival and then confirmed in writing. Failure to act in this manner may result in the Owners 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.

21 December 2008