

## **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 Limitada, 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 reserved 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. Deposit against Breakages, Damages and Losses**

- A payment of £300.00 needs to be made when making a 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 the Guests' home address.

- If there are any breakages, damages or losses in excess of the 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.

- It is essential that rubbish be removed regularly from the Villa and deposited in one of the nearby rubbish skips. Food should not be left out or uncovered as this will quickly attract ants and other insects, especially in the summer months. Surfaces in the kitchen and elsewhere should be kept clean for the same reason.

### **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.

### **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. European Health Insurance Card (EHIC)**

- If you are a resident of the EEA (European Economic Area) it is crucial that you obtain a European Health Insurance Card before you travel, it gives you automatic rights to healthcare that might become necessary during a temporary visit to Portugal and all other countries in the European EEA countries or Switzerland. Note that the EHIC replaced the E111 form in Jan 2006 and that the E111 is no longer valid.

Residents of the Channel Islands and the Isle of Man are not eligible for an EHIC.

Remember that each person in your group aged 16 or over requires a card.

- If you have an accident or suddenly become ill in Portugal, you will receive the necessary state-provided medical healthcare for a reduced cost, or often free.

You will be treated on the same terms as insured nationals of Portugal. However, the EHIC does not necessarily cover all your medical costs; it doesn't generally cover private treatment or repatriation to the UK.

- Importantly, an EHIC does not mean you are fully insured. You will still need appropriate travel insurance to ensure you are covered for all eventualities.

Many people think an EHIC will be enough and don't take out travel insurance.

### **12. Travel Insurance**

- 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.

- Many people deeply regret not taking out travel insurance, thinking that their credit card accident cover, home insurance, or private health cover is sufficient, which may not be the case.

The Owners strongly recommend that Guests arrange well in advance appropriate holiday insurance for all members of the party with a reputable travel insurance. Cover should include not only the usual cancellation or disruption to flights, medical and luggage costs etc, but also reimbursement in the event of cancellation or curtailment of the holiday in a situation which arises beyond the Owners' or Guests' control, eg. volcanic ash clouds.

The UK Foreign & Commonwealth website ([www.fco.gov.uk/en/travel-and-living-abroad/staying-safe/travel-insurance](http://www.fco.gov.uk/en/travel-and-living-abroad/staying-safe/travel-insurance)) advises about Travel Insurance as follows:

#### ***What should your travel insurance policy cover***

- *Medical and health cover for an injury or sudden illness abroad.*
- *24-hour emergency service and assistance.*
- *Personal liability cover in case you're sued for causing injury or damaging property.*
- *Lost and stolen possessions cover.*
- *Cancellation and curtailment (cutting short your trip) cover.*
- *Extra cover for activities that are commonly excluded from standard policies, such as jet skiing.*

*The policy should cover the whole time that you're away.*

#### ***Cancelling or cutting a trip short***

*A good insurance policy will cover you for cancelling or cutting a trip short. Check carefully to see exactly what you're covered for:*

- *accident*
- *illness*
- *pregnancy (unknown when you buy the policy)*
- *jury service or witness summons*
- *home emergency: fire, storm or flood, burglary*
- *redundancy*
- *strikes*
- *bad weather – affects the departure of flights and ships*

#### ***Ensure your policy:***

- *will refund the full cost of your holiday*
- *pays out if you need to cancel or cut short a trip because you fall ill, for example*
- *covers pre-paid expenses, such as excursions*
- *covers extra costs incurred to get home*

These are extracts from the advice page of the Foreign & Commonwealth website and we strongly recommend you read the full text at [www.fco.gov.uk/en/travel-and-living-abroad/staying-safe/travel-insurance](http://www.fco.gov.uk/en/travel-and-living-abroad/staying-safe/travel-insurance)

### **13. 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.

01 November 2010