

Casa Bela Villa

Vale Da Telha, Aljezur, Algarve, Portugal www.villa-holidays-portugal.com
casabela@villa-holidays-portugal.com

Rental Terms & Conditions

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Introduction

We hope that your holiday in our villa will be enjoyable, comfortable and safe - we have made every effort to ensure that you can get the most from your stay. These Terms and Conditions are designed to clearly explain the rules and provide information in respect of your booking. Everything is straight forward and common sense but for the avoidance of any potential future problems or ambiguity, and as a condition of your booking you will be required to sign a copy of these terms and conditions on behalf of your group or family. In so doing, you fully accept legal responsibility on behalf of yourself and your group to adhere to the terms and conditions contained within this document.

Booking Terms & Conditions

1) Booking Conditions

1.1 Bookings will be accepted for groups of up to six persons plus one infant up to 2 years of age.

1.2 Bookings will not be accepted for single sex groups of more than two persons, where the majority of persons are under the age of 25 years.

1.3 Bookings will be confirmed only upon the receipt of a deposit as specified under the "Payments – Deposit" section below; an original signed and dated copy of this Rental Agreement document; and a fully completed booking form specifying the full names, dates of birth and addresses of all those intending to stay in the villa. Only those persons specified on the booking form will be allowed to use the villa, swimming pool and gardens.

1.4 The balance payment must be made no later than 6 weeks prior to departure (45 days). We reserve the right to cancel a booking if the full balance payment has not been received within this timeframe. Please see the Payments – Balance section below.

1.5 In making a booking you acknowledge that the villa is located in it's own grounds with roof terrace, swimming pool, garden, play and kitchen equipment etc., just like any typical home, these items and facilities could present a specific hazard for children. In making this booking you accept full responsibility for the conduct and safety of your children and all those within your group or family, whilst staying in the villa.

1.6 The accommodation is booked on a self-catering basis.

1.7 You understand that prior to arrival you are required to pay a security/damage deposit of £250. This will be returned to you, less any liability, after the Management Representative has inspected the property at the end of your visit.

The deposit is NOT applied toward rent; however, it is fully refundable within 14 days of departure, provided the following provisions are met:

- No damage is done to the property or its contents.
- No charges are incurred due to illegal activity.

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- All debris, rubbish and discards, including cold fireplace and barbecue ash are placed in rubbish bags and deposited at the nearest waste point.
- Soiled dishes are placed in the dishwasher and cleaned.
- All keys are returned to the management representative or key safe and the villa is left securely locked.
- All additional charges accrued during the stay are paid for prior to departure.
- No linens or towels are lost or damaged.
- No early arrival or late departure.
- The renter is not evicted by the owner (or representative of the owner) or the local law enforcement.

1.8 You understand that it is compulsory through EC law for you and your group to have adequate travel insurance. You will need to arrange this yourself. At the time of writing we understand that it is also recommended for each traveller to have an E111 form. You need to ensure that your entire group adheres to these legal requirements.

2) Booking Method

2.1 Bookings run in weekly blocks from Saturday to Saturday. However, if you wish to stay for a different period, e.g. 10 days rather than 7, please send an email with your request, and we will try our best to accommodate you.

2.3 Print this rental agreement document and send it to us signed, along with a completed booking form and your deposit or full payment, as specified in the Payments section below. Once these items have been received we will confirm your booking.

2.4 Paying the balance on time is your responsibility. If we have not received your balance payment within 6 weeks of arrival (45 days), as specified in the Payments – Balance section below, we reserve the right to cancel your booking.

Payments

1) Deposit

1.1 If you cancel your booking within seven days of receiving our written confirmation, we will refund the balance of any money you have paid us. However, your reservation deposit is non-refundable after this period.

1.2 The reservation deposit required is 25% of the total price for the stay you require with a minimum deposit of £150.00.

1.3 Your reservation deposit is payable at the time you make your booking. Your booking will not be confirmed until the payment has reached our bank.

1.4 If your booking is made within two calendar months of departure, the full price shown for the total number of weeks you require, is payable at the time of booking.

Example only – bespoke form will be provided for completion before confirmation of booking

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2) Balance

2.1 For bookings made more than two calendar months prior to departure your balance payment must reach us by no later than 6 weeks (45 days) prior to departure.

2.2 For bookings made within two calendar months of departure, the full price is payable with booking.

3) Payment Methods

3.1 Payment should be made by direct bank payment to the bank details advised by us.

3.2 Alternatively you can pay online using your credit or debit card through the PayPal secure online payment system but this will attract a 3% surcharge. If you prefer to use PayPal then please let us know and we will send you a PayPal invoice.

Cancellations, Refunds and Liabilities

We accept that from time to time it becomes necessary to cancel a holiday, or shorten the number of days/weeks booked prior to departure. We will endeavour to help in these circumstances, but please make sure you fully understand the following points.

1.1 All cancellations, either in part or full, must be advised, **as soon as possible**, by email or text. The cancellation is not accepted until we respond, we will attempt to do this within 48 hours.

1.2 The deposit paid is forfeited in all circumstances.

1.3 For cancellations made up to a maximum of six calendar weeks prior to departure, assuming full payment has been received by us, a refund of 70% of the full price paid will be made. This payment will be made within one calendar month of receipt of written notification of the cancellation.

1.4 For cancellations, either in part or full, made up to a maximum of four calendar weeks prior to departure, a refund of 50% of the full price paid will be made. This payment will be made within one calendar month of receipt of written notification of the cancellation.

1.5 For cancellations, either part or full, made within four weeks of departure no refund will be made.

1.6 Our maximum liability for losses you suffer as a result of us acting in breach of these terms and conditions is strictly limited to any losses which are a foreseeable consequence of us breaking the agreement such as the cost of the group's flights up to a total of £2500. Losses are foreseeable where they could be contemplated by you and ourselves at the time your booking is confirmed by us. This does not include or limit in any way our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

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General Terms and Conditions

1) Key Collection and Return

1.1 Keys should be collected from, and returned to the Management Representative. Their location and telephone contact details will be advised before departure. Access to the villa is from **4.00 p.m.**

1.2 Should you lose or break your key, please contact the Management Representative immediately for a replacement. Do not attempt to gain entry to the villa without a key. A second replacement of the key will be charged for.

1.3 When you leave the villa at the end of your stay, please leave sufficient time for the Management Representative to inspect the villa before you seek to return your key. This should be no later than **10.00 a.m.** on the day of departure, unless agreed otherwise at the time of your booking or with ourselves.

2) Management Company Contacts

2.1 The Management Representative is your first point of contact. Their full location and contact details will be provided to you well before your departure

2.2 Any issues with regard to keys, property maintenance, repairs and laundry should be directed to the Management Representative during your stay.

3) Complaints

3.1 We fully expect that you will enjoy your holiday, and be very happy with the accommodation and amenities etc. However, should you feel you have reason to make a complaint then please make contact immediately. Ideally you should personally contact the local Management Representative by phone, in person or via email so that they can try to resolve the issue for you there and then. Please be assured that we do want you to be pleased with your holiday so cannot be held responsible for any matter not brought to our attention during your stay.

3.2 If the problem is not resolved to your satisfaction locally during your holiday, then please contact us in writing within 28 days of your return date.

3.3 If for any reason you find dissatisfaction with the service or conduct of the Management Company during your holiday, the owners can be contacted through the details provided on this document.

4) Linens, Cleaning & Laundry Facilities

4.1 The Management Representative will change the Bed Linen, Bathroom Towels and Tea Towels once every week.

4.2 Should additional laundry be required, you should contact the Management Representative. There will be an additional charge for this.

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4.3 No towels belonging to the villa must be taken to the beach, or out of the villa. You must provide your own Beach Towels.

4.4 The villa is equipped with a washing machine. You may use this as appropriate. The instructions for use of the machine are in one of the kitchen drawers, handbook, and on the sticker adjacent to the machine.

4.5 A clothes line with pegs are provided for use outside.

4.6 An iron and ironing board is provided. These should be located and replaced in the utility area. Please use the iron responsibly and ensure that it is switched off and unplugged when unattended.

4.7 The Management Representative will arrange to clean the villa once per week. In between those times, you are responsible for keeping the villa generally clean and tidy. General cleaning products, waste paper bins, a broom, dustpan and brush, a mop and bucket and dishcloths etc are all provided.

4.8 The villa is fitted with a dishwasher, you may use this as appropriate. Please do not wash or use any inappropriate materials in the dishwasher. The instructions for use of the dishwasher are located in one of the kitchen drawers and handbook.

5) Smoking

5.1 Smoking is **Strictly Prohibited** - Guests should not smoke cigarettes, electronic cigarettes, cigars or pipes in the villa under any circumstances.

5.2 The smoking or taking of illegal substances on the premises is absolutely prohibited.

5.3 For those who wish to smoke we would ask that this be conducted outside, all cigarette butts should be fully extinguished and disposed of in the ashtrays provided. Ashtrays should be emptied into the rubbish sacks before departure.

5.4 Any damage to furniture, drapery or linen caused by ash or burns from cigarettes, cigars or pipes, will be charged for at the full replacement cost for the item.

6) Fire

6.1 The villa is equipped with smoke detectors. These are battery operated. Should any of the batteries run low, as indicated by a loud intermittent single beep, please let the management company know immediately, so that the batteries can be replaced.

6.3 In the event of fire, immediately ensure that all occupants leave the villa safely, and then contact the Emergency Services by dialling 112, the International Emergency Services Number. Then phone the Management Representative, and finally the owners.

6.4 The villa is equipped with a Fire Extinguisher & blanket, whilst this may be used in an emergency, *you should not under any circumstances endanger your life or any of your group by attempting to put out a fire.*

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7) Swimming Pool

7.1 The villa has its own 8m x 4m Swimming Pool that is 1.8m deep at one end. The pool is close to the villa so poses a danger to young children in particular so it should be treated with respect, for your group's own safety, it is recommended that all children are supervised at all times.

7.2 No wet swimwear or people, should be allowed on interior furniture or carpets etc. at any time.

7.3 All guests should shower to remove sand and excessive sun cream before entering the pool. Sun cream causes lots of problems to all swimming pool systems, it discolours the water, tiles and blocks filters too. Failure to remove sun cream may stop the pool functioning and prevent use of the pool during your stay. If children are going to spend a lot of time in the pool, we recommend using rash vests as these prove very useful in the sea too! We also recommend using one of the modern spray on high protection dry oil sprays such as those by Calypso as these are none greasy and excellent on the beach.

8) Villa Security

8.1 The villa and surrounding area is relatively secure, crime rates are extremely low but it is your responsibility to ensure that your personal possessions and those belonging to the villa are kept securely. CCTV is fitted to the front of the villa to enhance your security, it only monitors the driveway and gates, it can be disconnected if you wish, please ask our representative to do this – do not attempt to do this yourself.

8.2 The front door has deadbolts, which are engaged by turning the key through two full turns to the right. Always fully lock all doors when leaving the villa.

8.3 You need to be aware that the front door cannot be opened from the outside without the key. Always ensure that you have the key with you before closing the door.

8.4 There are numerous sets of French/Patio doors and windows in the villa. Always ensure that these are closed and locked before leaving the villa. Always test the patio doors after locking them to ensure that the locks have engaged properly.

8.5 All the windows and patio doors have external shutters, we recommend that you close the shutters whenever you leave the villa during your stay, and certainly on departure. The shutters are also an excellent means of keeping the villa cool in the summer, and warm in the winter.

8.6 There are fly screens on all French doors and windows, they are delicate so please take care when using them.

8.7 The French doors and windows have bolts on the inside of the shutters, do not attempt to open the shutters without first drawing back these bolts. These are accessed by opening the windows and fly screens from the inside.

8.8 There is a combination safe for your valuables located in two of the wardrobes. This is for your use during your stay. The instructions for operation are on top of the safe, with a spare copy in the handbook. **Please note** - It is important that the safe is left open when you leave, in readiness for the next guests

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8.9 You agree to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property.

9) Inventory and Damage

9.1 The Management Representative will complete an inventory as part of their inspection before you arrive and leave at the end of your holiday.

9.2 On satisfactory completion of their inspection, the Management Representative will advise us and we will refund your “damage” deposit.

9.3 If there are any minor breakages during your stay, e.g. a glass or plate, please advise the Management Representative when they carry out their inspection, so that any items broken can be replaced for the next guests.

9.4 If there are any major accidental breakages, or failure of equipment through normal wear and tear during your stay, please advise the Management Representative and ourselves immediately so that they arrange to either repair or replace any such item.

9.5 For the avoidance of doubt, the owners reserve the right to charge the full replacement cost for any item of furniture, fittings, equipment, linen, towels or drapery which they, or the appointed Management Representative consider to have been damaged wilfully or unreasonably during your stay.

9.6 The theft of any item belonging to the villa will not be tolerated, and will in all cases be reported to the relevant authorities.

10) Noise

10.1 It is a condition of the villa rental that all guests respect the right of other local residents and guests to peace and quiet.

10.2 Please play any music and conduct any entertainment or games in a manner that is respectful to residents and guests of other villas.

10.3 In the case of persistent nuisance on the part of any of your group staying in the villa, the owners and Management Representative reserve the right to ask the whole group to leave.

10.4 Should you have reason to complain about noise from other villas, and you have been unsuccessful in asking for your right to peace and quiet to be observed, please refer these to the Management Representative so we can try to resolve the issue.

11) Pets – Pets are not allowed at this villa.

12) Environmental

12.1 Electricity, Water and Gas is included in your rental but please use these responsibly and minimise use where possible. The Portuguese are very environmentally friendly and the villa is located

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in the Costa Vicentina National Park so please respect the environment by leaving only footprints from your visit.

13) Refuse and Rubbish

13.1 You are responsible for keeping the villa clean and tidy on a day to day basis.

13.2 The villas in Vale Da Telha are not equipped with wheelie bins as we have in the UK. Instead, there are large green skip/dumpster style bins at various locations around the area. The nearest will be advised by the Management Representative.

13.3 The Portuguese encourage recycling. There are glass, plastic and paper recycling bins at various locations around the area. The nearest will be advised by the Management Representative.

13.4 Please ensure that you empty the fridge and cupboards of all perishable foodstuffs before you leave.

14) Departure - vacating the villa at the end of your holiday.

14.1 Guests must vacate the villa by **10.00 a.m.** on the day of departure to allow the Management Representative sufficient time to prepare the villa for the next guests.

14.2 Please allow sufficient time in your itinerary for the Management Representative to inspect the villa before you leave.

14.3 Please ensure that all lights, electrical equipment, taps and showers are switched off.

14.4 Please ensure that you return the keys to the Management Representative. If the Management Representative or their cleaners are not in the villa at the time you leave, you must observe all of the locking up procedures as shown under section 8 above.

15) Law

The contract between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of England and Wales.

Casa Bela is our own families' holiday home, we want ourselves and our guests to enjoy staying there. Please don't worry about the fine detail of these T&C's, everything is common sense and our own families use the villa on the same basis. This document is to help you plan your trip, to ensure that both sides understand what is expected and what is included in your stay.

There will be a handbook within the villa which will explain exactly how things work and how to get the best from your stay.

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Declaration

I / we* have read and understood both the Booking and General Terms and Conditions contained within this document.

I / we* accept full responsibility to ensure that the Terms and Conditions contained within this document are understood and observed by all those members of our group who will be staying at the villa.

I / we* understand that failure to observe or adhere to the Terms and Conditions contained within this document could result in the cancellation of our booking, the curtailment of our holiday in the villa or forfeit of the booking or damage deposit.

** Please delete as appropriate*

Name of Lead Guest(s)

Signed..... Signed.....

Date of Signature(s) / /15

Please return a signed copy of this form with your completed booking form and deposit / full payment as appropriate, to the address below.

If you have any doubts or questions then please let us know, we will try to answer them immediately.