

## Rental Terms and Conditions

Please ensure that you read all our terms and conditions carefully.

### Key Facts

**Upon provisionally confirming your booking, a non-refundable deposit of 25% must be received by us within 24 hours. Failure to send the deposit may result in your booking option being automatically released.**

**Your reservation will be confirmed on receipt of your deposit. The returning of the booking form confirms acceptance of the terms and conditions of all persons intending to occupy the accommodation.**

**The balance of the cost of the accommodation must be paid in full, no later than 10 weeks before arrival. If the booking is made within 10 weeks of arrival, the full amount must be paid at the time of booking.**

**Maximum Occupancy for each property is governed by the laws relating to the property rental licence (Alojamento Local). Please see full terms for details and additional costs.**

**Cancellations by you must be made in writing. Refunds will be determined by the length of notification. Deposits will be forfeited.**

**A refundable security (damage) deposit is required before your holiday commences.**

**All breakages or accidental damage must be reported as soon as possible. This is particularly important in relation to glass in or around swimming pools, hot tubs, and Jacuzzi's.**

**During your stay, if you lose the keys to your accommodation or lock yourself out there is a minimum charge of €120 for us to gain entry for you.**

**All additional holiday extras, including cots, highchairs, additional beds, food packs, trips, excursions, and car hire must be paid for in advance of the rental period.**

**Unless alternative arrangements have been made in advance, check in time is always after 16.00hrs on the day of your arrival. Check out time is always 10.00hrs on the day of your departure.**

These Booking Terms & Conditions and the General Booking Information contained on our web site will form the basis of your contract / agreement with Algarve Retreats UK. They apply only to holiday accommodation arrangements which you book with us and which we agree to make or provide as applicable as part of our agreement with you and no other third party. This Agreement shall be governed and construed in all respects in accordance with the laws of England. The parties hereto submit to the exclusive jurisdiction of the English Courts.

### 1. CONTRACT

From the time a that a booking confirmation dispatched and received, then a payment must be made by Credit Card or Debit Card in order to secure the accommodation. Please be advised as Algarve Retreats ("we / our / us") must pay the owner a non-refundable deposit to secure your dates - the minimum cancellation charge will always be the loss of deposit. Algarve Retreats act as agents to the holiday Principal (usually the holiday homeowner). When we collect a deposit to confirm a booking, we pay it over to the holiday Principal to ensure that the dates are held, so from that point onwards we are no longer in possession of your funds and therefore not in a position to refund them. Algarve Retreats supply the accommodation only for your booking, not the means of transportation to the accommodation unless specifically requested. We cannot be held responsible for any claims in relation to lack of access due to transportation issues or cancellation due to force majeure / Travel Disruption / UK FCO advice / Foreign government advice from your country of residence, not to travel. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. All cancellations must be made in writing as soon as possible.

### 2. BOOKING FORM

To make a booking with Algarve Retreats an online Booking Form will need to be accurately completed via our website. We require a deposit of 25% at the time of booking if the reservation is made ten or more weeks prior rental start date. Full payment is required on confirmation if the booking made is less than 10 weeks before the arrival date. Once confirmation has been sent and payment has been made deposit / balance a contract then exists. Until that time no contract or agreement will be considered to exist between us. If payment of deposit or full rental amount has not been received within 48 hours from the time of the booking confirmation being sent / received, we reserve the right to cancel the reservation with immediate effect. On all bookings a damage deposit is required, and this will vary from each property. This amount will vary from property to property and destinations. This amount depending on the values and size of the property.

Any holiday extras requested via our online booking form, with the exception of Airport Transfers must be paid for in advance of arrival in resort. All payments will be made via a payment link issued electronically by Algarve Retreats.

### **3. PARTY LEADER AND GROUP COMPOSITION**

The Party Leader is the person or agency who holds the booking and to whom all correspondence and invoices are addressed. This person has primary responsibility for the rental from the client / customer perspective. Spouses' names are not considered interchangeable. Accommodation is provided only for those on the Booking Form. Any additional persons wishing to book are required to notify us, as soon as possible and make confirmation in writing with any payment due immediately, unless we advise otherwise, but no later than 8 working days before arrival or we reserve the right to refuse any such persons and may cancel the booking. No persons other than those stated on the Booking Form or accepted at such later date by Algarve Retreats as additional persons shall be entitled to utilise and have the benefit of the accommodation and facilities of the property.

The number of people staying at the accommodation must not exceed the maximum number as shown in our website. You must inform us if your party is made up of a single sex group or the group is made up adults under the age of 30 years old, as many owners will not allow groups of this composition. If you do not inform us of any these points, we reserve the right to cancel or charge a damage deposit of up to £4000.00. Algarve Retreats will ask any person to leave the villa in a case of noncompliance. Subletting, sharing, or assigning the accommodation is prohibited. In the event that a person not named on the Booking Form or accepted as an additional person is deemed by us as agents as utilising the accommodation and facilities, we reserve the right to raise an additional charge for such accommodation use. This charge shall be at the liability of the Party Leader. Additionally, should any activity or large gathering of people other than those noted on our invoice take place (e.g. party, wedding reception) we must be informed about it at the time of booking or through our Accommodation Representative in resort beforehand. You will be charged an extra cost for cleaning / maid service / surcharge and a further security deposit may apply. Our properties are let for holiday purposes only and commercial activities may only be carried out with our prior knowledge and or with prior written approval by us. This extra charge varies depending on the property and can be deducted from your credit or debit card without further notice.

### **4. RENTAL PERIOD**

All rental periods are indicated on your Booking Form. Prices shown on our website refer to one-week rental period. The rental charge includes: the villa for the rental period; a weekly change of bed linens, bath towels; house wares such as linens, cooking utensils and china; electricity; water and hot water from taps; garden and pool maintenance; all local taxes. It does not include outgoing telephone calls; Extra Services as requested; central heating, swimming pool or hot tub heating; repairs for damages to the property caused by your party; food; travel; car rental; transfers and travel insurance; staff gratuities.

### **5. PRICE & THE PAYMENT SCHEDULE**

The price quoted on the rental invoice is the contractual rental price. Changes to the prices might occur during the year and updated information will be posted on our website. If changes occur to the prices appearing on the website, the price quoted will not change for existing reservations. The due date will be clearly stated on your confirmation invoice, if the balance is not paid in time, we reserve the right to cancel your holiday, retain your deposit and apply cancellation charges.

The payment schedule for the rental price is as follows:

If the initial reservation is received more than 10 weeks before rental start date, the completed booking form must be accompanied by a

deposit of 25% of the total invoice price within 48 hours.

The balance of total invoice will be due 10 weeks prior to rental start date.

If the initial reservation is received less than 10 weeks before rental start date, the completed booking form must be accompanied by 100% of the total Invoice within 48 hours.

If payments are not received on time, we reserve the right without prior notice to cancel the booking outright and apply cancellation charges.

## 6. METHODS OF PAYMENT

Payments can be made by debit / credit card (Visa Debit, Visa Credit, Mastercard, American Express).

## 7. PRICE GUARANTEE

Once you have made a booking and paid a deposit, we guarantee that the cost of your holiday will not change, no matter what happens to exchange rates or aviation fuel costs. The only exception is Government imposed cost increases such as VAT or a date change is applied to your booking.

## 8. DAMAGE DEPOSIT & BREAKAGES

On all bookings we will require a damage deposit and this amount will vary from property to property. Any damage caused by clients, or by any third party invited by our clients to the accommodation, shall be the joint and sole liability of the Party Leader that made the reservation. Liability under this clause shall be the cost of replacement and/or reinstatement, which will be deducted from the breakage deposit. Should the amount of breakages / damages costs exceed the amount of the deposit, an invoice for these costs together with any administrative charge and / or legal expenses incurred will be raised. Failure to pay any costs of damages that have exceeded the amount of the original damage deposit will result in your details being forwarded to a debt collection agency and an extra fee of £50 be applied to the outstanding amount. Delivery of our invoice representing the costs of replacement and / or reinstatement shall be deemed to be accepted by the clients as their liability to us under this clause.

During your stay, if you lose the keys to your accommodation or lock yourself out there is a minimum charge of €120 for us to gain entry for you.

## 8A. PRE-AUTHORISATION DAMAGE POLICY

This is a temporary hold on a specified amount against damages from the available funds on your payment card\*. Please note - this is not an actual charged amount and no funds are taken and no interest charged. Your payment card issuer may present a pre-authorisation as a pending transaction. This amount will vary from property to property and from booking to booking depending on party size and make up with their final payment.

\*Payment card can refer to a credit or debit card.

What does this mean for me?

1: We will send you reminders about the damage deposit from the time that your balance payment is due. Prior to your arrival, we require you to enter your card details on our secure payment platform. We will put a temporary hold of a pre-authorised specified amount against the available balance on your payment card.

2: When you complete your accommodation rental and confirmation of no damages or misuse of the property have been identified, the pre-authorisation funds will be released by your card issuer.

3: Depending on your card issuer, it can take up to 14 working days before this is reflected in your available account balance.

Please note:

\*Even though a pre-authorisation is not an actual charge, it can temporarily reduce the available balance on your payment card - it also does not accrue interest. Unfortunately, if we do not receive the pre-authorisation of your damage deposit prior to your arrival in resort, clients will not be able to have access to the property.

## 9. PROPERTY INFORMATION ACCURACY

Ensuring our website is accurate is as important to us as it is to our clients.

Descriptions are based on personal inspections by our representatives. We, however, cannot accept liability for any loss whatsoever and howsoever arising due to any mis-description within the website due to circumstances which are beyond our control or supervision.

There may be occasions when facilities are not available, i.e. a blocked toilet, water heaters and swimming pools may need maintenance, filters changed and there may be water/power shortages at periods of high demand. Local Authorities may give permission for services to be stopped/turned off, without warning, so that maintenance or repairs can be carried out.

Attention is particularly drawn to the possibility of building works which may be ongoing and at the time of going to press are not known to us and therefore are not referred to in the website. We do not warrant and are in no way responsible for the accuracy of any information given or statement made by our servants or agents or made by travel services other than those contained within the website.

In order to enjoy your holiday be prepared for some services not being up to U.K. or other European country standards i.e. drains, plumbing and wiring. There is also a general shortage of skilled labour and difficulties of obtaining spare parts, this means that it is not always does not always receive it as quickly as one might wish. Please note, cookers in some destinations generally do not have grills, barbecues and toasters are usually used instead.

Interiors and Exteriors of villas may change from those featured in this website. This is done to upgrade or improve the villa and where possible we will inform you but we are not responsible or liable for these changes and cannot compensate you financially for any changes or alterations to the property from the description on our website. An area described as peaceful/quiet may have barking dogs, noisy neighbours, ants or mosquitoes, etc, at the time of your holiday. Unfortunately for these and other circumstances out of our control, we cannot be held responsible though our Representatives will do whatever they can to help. Where television is advertised this may mean BBC and/or ITV and in some properties Sky TV. However, in some properties a limited selection of satellite/ TV services is available. We cannot guarantee the precise channels offered as these services change from time to time, and we may not be advised of such changes. Neither we nor the owners may be held liable for the loss of provision of these services in the case of technical issues or should services be withdrawn by the provider for any reason. Some properties have streaming connection via a smart box and this can be intermittent depending on supply. Neither we nor the owners may be held liable for the loss of provision of these services in the case of technical issues or should services.

## 10. IF YOU CANCEL OR CHANGE YOUR HOLIDAY

If you need to cancel the entire holiday, the party leader must send us a cancellation instruction in writing. This instruction must be sent to our office by email or recorded delivery. Cancellation takes effect on the date we receive your written cancellation instruction. If you fail to make payments to us on time in accordance with these Booking Conditions, we will treat this as an automatic cancellation.

If you cancel your holiday at any time after your booking has been accepted by us, then you must pay us a charge to compensate us for the expense and losses which we will incur as a result of your cancellation. The closer your cancellation is to the arrival date, the less likelihood there is of us being able to recover those costs by re-selling the accommodation at the website price. For this reason, our cancellation charges increase the closer the cancellation is to the arrival date.

Once we have received your instructions to cancel your booking and confirmation of that has been accepted by us under no circumstances are we then able to reinstate that same booking.

Algarve Retreats are not liable to refund any deposits/balances should your insurance company refuse to reimburse you due to Force Majeure / Travel Disruption / UK FCO advice or Foreign Government advice from your country of residence to which we invoiced you, not to travel.

All cancellation charges will be calculated in accordance with the table below and the total figure will be the one on your invoice including any extras as we pay in advance for these, you will be notified of this following your cancellation instructions. If, you wish to change your travel arrangements in any way once a binding contract is in place between us, (for example your chosen departure date or accommodation) we will do our utmost to make these changes but it may not always be possible and the change cannot be less than the value of the original booking.

Once deposits / balances have been paid and you wish to change accommodation, we will treat this as a new booking. Any request for changes must be in writing from the Lead Party. Where we can meet a request, all changes will be subject to payment of an administration fee based on our increased costs as a result of applicable rate changes and any costs or charges incurred or imposed by any of our suppliers.

Should a booking have to be moved due to Force Majeure / Travel Disruption / UK FCO advice or Foreign Government advice from your country of residence to which we invoiced you. We will attempt to move your booking to the closest date of your original booking and the original property were possible, but this cannot be guaranteed. The price for your amended booking will be calculated at the prevailing rate for those dates. The amount of this fee will be on your revised invoice. If you make several changes to the same booking, we will make an overall charge. You should be aware that these costs could increase the closer to the departure date that changes are made, and you should contact us as soon as possible.

Should you have any complaints / issues with your accommodation upon your arrival you must give Algarve Retreats a reasonable amount of time to rectify / resolve the problem. Should any clients of Algarve Retreats vacate said property before allowing Algarve Retreats reasonable time to rectify any issues / complaints we will not be responsible for any costs of relocation or compensation.

Cancellation charges (payable by you) are the following:

- (1) More than 70 days from arrival is deposit only.
- (2) 70 - 29 days prior to departure is 50% of total value of the invoice.
- (3) 28 - 0 days prior to departure is 100% of total value of the invoice.

Please be advised that as Algarve Retreats must pay the owner a non-refundable deposit to secure your dates - the minimum cancellation charge will always be the loss of deposit. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurance company. All cancellations must be made in writing by email or recorded or registered delivery.

Algarve Retreats provides accommodation only as supplied within our terms and conditions and unless specifically requested, we are not responsible / liable for transportation to/from booked accommodation due to Force Majeure / Travel Disruption / UK FCO advice or Foreign Government advice. Please be advised as Algarve Retreats must pay the owner a non-refundable deposit to secure your dates - the minimum cancellation charge will always be the loss of deposit. Algarve Retreats act as agents to the holiday principal (usually the holiday homeowner). When we collect a deposit to confirm a booking, we pay it over to the holiday principal to ensure that the dates are held, so from that point onwards we are no longer in possession of your funds and therefore not in a position to refund them. If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim these charges. All cancellations must be made by recorded or registered delivery or via confirmed receipt of your email.

## **11. IF WE CHANGE OR CANCEL YOUR HOLIDAY**

From time to time it may be necessary for us to make changes to or to cancel your holiday after we have accepted your booking and we reserve the right to do so. Most changes are minor, and, in all cases, we will tell you as soon as reasonably possible before the date on which you are due to depart. Occasionally we may need to make a major change. If we do, you must let us know within 5 working days if you wish to accept the change or cancel the holiday.

Where we have accepted your booking and we have to cancel it before it is due to start, for any reason other than your fault, or where you cancel the holiday because you do not wish to accept a major change by us, you can then either: (a) accept our offer of a replacement property, of a lower quality from the Algarve Retreats portfolio only (if available) and we will refund the difference in the cost; or (b) accept our offer of a replacement villa of equivalent or higher quality from the Algarve Retreats portfolio only (if available); or (c) We reserve the right, at all times, without liability, to cancel or terminate a booking in the event that the Booking Form is not fully and/or accurately completed, at the time of the booking or later. This would also apply if a booking is made without completing a Booking Form and the information given is not accurate.

If we have cause to rely upon this clause, we will not be liable to refund deposits paid. We will not pay you compensation or interest where we make a major change or cancel or in the event that we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances that are beyond our control, the consequences of which we could not have avoided even with all due care.

Should Algarve Retreats have to cancel your booking we are not liable to refund any deposits or balances should your insurance company refuse to reimburse you due to Force Majeure / Travel Disruption / UK FCO advice or Foreign Government advice from your country of residence, not to travel. Should a booking have to/or be able to be moved due to Force Majeure / Travel Disruption /UK FCO advice or Foreign Government advice from your country of residence to which we invoiced you. We will attempt to move your booking to the closest date of your original booking and the original property were possible, but this cannot be guaranteed. The price for your amended booking will be calculated at the prevailing rate for those dates. The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. We will cancel your booking if you fail to make payments to us on time in accordance with our Booking Conditions, we will treat this as an automatic cancellation.

If the Foreign & Commonwealth Office (<https://www.gov.uk/foreign-travel-advice>) advises against travel to a destination and your holiday arrangements have been affected, we will get in touch and advise you of the options open to you. Travellers are advised to read the Foreign & Commonwealth Office travel advice for the country they are travelling to, which includes a link through to the National Travel Health Network and Centre (NaTHNaC) <https://travelhealthpro.org.uk/> website that provides specific travel health advice for countries. Algarve Retreats are not liable to pay you compensation / refunds.

## **12. LOCAL ARRIVALS & ACCOMMODATION CHANGE**

We do not offer a meet and greet service at the airport, however, in some instances one of our representatives will meet you at your accommodation and introduce you to the resort and the property. If you encounter any problems our staff are available to provide assistance and support.

If you have booked transfers with us, the driver will be waiting at the airport with a board displaying your name and if you have a hire car booked with us for collection from the airport, please make your way to the car hire desk located in Carpark P4 (Faro Airport)

We will endeavour to have the house fully cleaned and ready for you on the day of your arrival. We receive many requests asking for early access and always endeavour to accommodate this wherever possible. Unfortunately, sometimes we are not able to do and therefore, our Property Managers, Housekeeping Manager and Maids are authorised to refuse entry until the scheduled access time. To avoid any disappointment or embarrassment, we would kindly ask that you do not attempt to arrive any earlier than the time stated in your arrival instructions, unless specific arrangements are in place.

Unless alternative arrangements have been made in advance, check in time is always after 16.00hrs on the day of your arrival. Check out time is always 10.00hrs on the day of your departure.

Upon arrival, if the client wishes to change the accommodation, we do not accept any responsibility to offer alternative accommodation. However, we shall endeavour to offer an alternative, but reserve the right to levy a charge for administration costs and any additional costs in offering the accommodation. Algarve Retreats will notify the client of the alternative accommodation and any additional cost. In the event that the client accepts, the client shall pay such additional cost. In the event that payment is not made we reserve the right to withdraw the offer of alternative accommodation.

## **13. PETS, ANIMALS, INSECTS**

As in all countries which enjoy warm sunny climates, you may at certain times of the year experience problems with insects particularly with ants and mosquitoes. Ants - It is advisable that food or crumbs are not left out either in kitchens or on terraces/balconies as this attracts ants and/or other unwanted insects. In some rural areas, you are expected to "drop off" your own rubbish at dustbins usually situated close by. Please ensure rubbish is disposed of quickly without causing any build up which may attract insects. Mosquitoes are also prevalent at certain times of the year and you may need to take suitable precautions especially in the evenings and during the night. Please also note that villa owners do not allow pets in our properties without prior consent.



## 14. CHILDREN'S SAFETY

Clients with infants and small children should check with Algarve Retreats if a crib, cot or highchair is available and, where applicable, what the charge is. These may not conform to safety standards and are used at the client's own risk. Please ensure that your children are not left unsupervised at any time and be especially careful with balconies, swimming pools and stairs. We can arrange for stair gates to be fitted at certain villas. Children's stair gates can be fitted subject to properties where and when this is possible (I.E.) if the property dimension of certain stairwells/staircases cannot be fitted safely this is not the responsibility of Algarve Retreats if these cannot be fitted and bookings are unable to be cancelled due to this. If this is possible there will be a small hire charge. Please enquire when booking if this is possible at your accommodation. Please note that parents are responsible for the actions of their children at all times.

## 15. HEALTH & SAFETY

This Health & Safety information, together with the Booking Terms & Conditions contained on our website, will form the basis of your agreement with Algarve Retreats. This Health & Safety information applies only to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform as applicable as part of our agreement with you. Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK. Please take the time on arrival to familiarise yourself with the safety features and layout of the accommodation. In particular if you are travelling with children, please take the time to point out to them any areas in which they should take particular care such as the pool or on balconies. If you should have any questions or concerns in this regard, our Property Managers will be happy to assist. If you have any concerns, please call her / him on the number found in your arrival instructions and in the information book which can be found in the property. We aim to ensure that all of our properties are as child friendly as possible. However, care should always be taken, especially round pool areas with supervision being given to children at all times.

Some properties are better suited than others for young children and the less mobile. We strongly advise you to fully investigate the suitability of the property before you book. Telephone us and ask as many questions as you want. If something is important to you, do not assume but discuss with a member of our team who will assist you with your query. Despite our efforts and advice given, it is ultimately your responsibility for the care and safety of the members of your group. Should you have an accident anywhere in or around the accommodation you must report this straight away to us. We will not be responsible or liable to pay you compensation for any injury or other claim of any description if it is determined that you have not taken medical / hospital instruction and retained the hospital / doctors report from where the incident occurred for the purpose of our insurance company.

## 16. SECURITY

Crime does occur and you need to have the same responsibility for your personal safety and belongings as you do at home. Be sure to close and lock all the property windows, shutters and doors at night and when you are away from the property during the day. Also, take care to secure the areas of the property not visible to you if you are around the pool. In the event of theft, report this to one of our Property Managers who will assist you with the local police. Be sure you obtain a police report covering the incident or loss, in order to make a claim on your holiday insurance. Please note we do not offer compensation resulting from activities of theft or accept any responsibility for such matters.

## 17. USE OF SWIMMING POOLS

Pools are maintained and cleaned on a regular basis. A pool net is provided, and it is normal custom for clients to remove any debris, such as leaves and twigs, between visits by the pool maintenance company.

Occasionally, due to extensive use of the pool, water in the ears can cause an ear infection, especially with children. This does not necessarily mean the pool does not have the correct level of chlorine, but it should immediately be checked out. A simple precautionary measure is to dry your ears well after you leave the pool to ensure you remove any trapped water that may become infected. If you have any concerns about your pool, contact our Property Managers immediately.

Some pools have salt-water filtration systems as opposed to using chlorine. Please ensure that the accommodation you book is suitable for your requirements regarding children and non-swimmers. Swimming pools are an essential part of the holiday for many people, but remember that, misused, they can be dangerous. However, by applying just a few simple common-sense rules you can be sure of thoroughly enjoying

your time in the pool. Make sure you know the depths of the pool, please observe our strict no diving policy, as serious accidents can be caused. Neither Algarve Retreats or the property owner will accept any liability for any claims as a result of diving accidents.

Do not run around the pool side, this especially applies to children with wet feet. Some areas may be slippery when wet. Do not go out of your depth and know your own limits. Do not swim if you cannot see the bottom of the pool. If this is the case contact Algarve Retreats as soon as possible. Heavy weather or thunderstorms can cause pools to turn cloudy. Cloudiness can also be caused by excess suntan cream / oil, especially when non waterproof types are used. Please remember that use of the poolside shower before swimming can help to keep the pool clean.

Children and fair skinned people should wear a hat and T-shirt whilst in the pool as harmful ultraviolet rays can penetrate water up to a depth of 1.5m and are reflected off the water.

Beware of dangerous surfaces, drainage channels slippery tiles or raised edges. Always supervise children and non-swimmers in and around the pool area.

Avoid swimming if you have been drinking alcohol, especially late at night. Take care with drinking glasses at the poolside. If your accommodation has a supply of unbreakable glasses, please use them.

Do not swim within 1 hour of eating - it can be fatal.

Chlorine is used in the majority of swimming pools to keep the water safe to swim in. Chlorine is a natural bleaching agent. The more the pool is used and the warmer the weather, the more chemicals are required to keep swimming pool water safe to use. This can react with certain fabrics and dyes used on them, causing them to lighten or discolour. Many items of swimwear carry warnings to this effect and Algarve Retreats will not accept any responsibility for any damage caused to client's property, whilst complying with our contractual obligations to ensure your swimming pool remains safe to use. We would advise that certain colours of blonde hair may also develop a green tinge. This reaction is natural and does not mean the chemical balance of water is incorrect. Please ensure you rinse your hair thoroughly in fresh water after using the pool. Shampoos are available both in the UK and in most supermarkets or chemists abroad which can resolve this problem.

## 18. SWIMMING POOL HEATING

Some of our pools (see individual property details) have been fitted with pool heating, making the pool 3°C to 5°C warmer at 1 pm during the day than a non-heated pool under normal circumstances at the relevant time of year and whether a pool cover is used or not. This provides the pool with a beneficial warming but does not make it a 'hot' pool. Please note that this will not necessarily mean that the pool will feel "warm" especially in the early and late parts of the year. Additionally, a pool heater will generally only be set to heat the water to a maximum of 28 Celsius (subject to the exterior ambient temperature), as temperatures in excess of this stimulate bacteria. Between October and April, the pool heating equipment may not be adequate to heat the pool to a comfortable temperature and under these circumstances, no refund will apply. Algarve Retreats cannot be responsible for any non-operational time out of our control. In the case of any malfunction, we will endeavour to rectify it as soon as possible and our liability shall not exceed £100 per villa per week in total. If the pool has a cover, please use it. It will significantly increase the temperature of the water, but care must be taken at all times when a pool cover is used to ensure the safety of users especially children.

## 19. AIR-CONDITONING

Where air conditioning is available it is either included in the property cost, or a chargeable extra. You should always check the property details on our website and if required, request this on the booking form. Air-conditioning units do sometimes fail to function and there is no guarantee that air-conditioning will be continually available and neither we nor the owners will be liable in the case of mechanical failure. When temperatures are very high in mid-summer air-conditioning systems may not deliver the ambient temperature, you expect, and we cannot guarantee the indoor temperatures. Air conditioning, whether included in the property cost, or as a chargeable extra is provided on the basis of 'normal use'. Excessive usage may incur a surcharge.

## 20. WEATHER

During unusually dry periods water shortages may occur in rural locations with the result that lawns may become scorched and wells may



malfunction slightly and produce odd smells. Likewise, sudden rains can seriously affect roads, drives and stated driving times.

## **21. FORCE MAJEURE**

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God (for example: extreme weather conditions that restrict or cease travel arrangements, internet connection, television reception), Government restrictions (including the denial or cancellation of any export or other necessary license), wars and acts of terrorism (including the cancellation of flights as a result thereof), insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected, or the failure of third parties (such as suppliers and subcontractors) to perform their obligations to the contracting party. Whilst we do not exclude or limit our liability for loss or damage sustained by clients as a result of negligence by our employees / owners or agents, this cannot extend to actions/omissions by the property owner / agent over whom we have no direct control. Nevertheless, we will offer all reasonable assistance in the settlement of any dispute which may arise.

## **22. PUBLIC SUPPLIES OR UTILITIES**

We accept no liability for failure of public supplies or utilities such as water, gas or electricity, satellite signal, internet connection/ Wi-Fi over which we have no control, nor of sewage systems, plumbing or mechanical equipment in properties, but shall use our best endeavours to arrange prompt repairs where possible. Nor shall we accept responsibility for the failure of an owner, third party supplier or their employees to provide or deliver their service where we have no direct control over that supply of mechanical equipment or delivery or the monitoring of that service.

## **23. DEATH, BODILY INJURY OR ILLNESS**

We do not accept responsibility in respect of death, bodily injury or illness of, or to the signatory to the contract and/or any other named person on the booking form, except when caused by the negligent acts and/or omissions of our employees, agents, suppliers or, subcontractors while acting within the scope of or in the course of their employment, agency, contract of supply or sub-contract.

We shall afford every assistance to a client who through misadventure suffers illness, personal injury or death during the period of the holiday arising out of an activity which neither forms part of the foreign inclusive holiday arrangements nor forms part of an excursion offered through us. Such assistance shall take the form of advice and guidance.

## **24. BEHAVIOUR & DUTY OF CARE**

We reserve the right in our absolute discretion to terminate your use of accommodation without refund or compensation with immediate effect / or in situ if your behaviour is likely, in our opinion or that of our employees, to cause distress, damage, annoyance, noise / loud music, obscene or lewd behaviour or danger to our employees or to any third party, we reserve the right to refuse / cancel any bookings that we think will be a nuisance to the owner. This would normally apply where a very large group of persons seek to book which we feel may affect the enjoyment of other holidaymakers in the location or cause undue wear and tear to the property.

No other persons are permitted to stay at the villa other than those named on the booking form and under no circumstances may more than the maximum number of persons specified in the property description occupy/attend the property for any unauthorised celebration (except by prior written agreement with us). Breach of this clause will result in cancellation of your booking and/or eviction from the property and/or additional guests being asked to vacate and, in this event, you will not be entitled to a refund. Algarve Retreats reserve the right of entry to the property at any time. You and all members of your party agree not to use or promote the property for any illegal or commercial purpose, including subletting, organised parties, photoshoots etc, breach of this clause will result in cancellation of your booking and you will not be entitled to a refund. An extra cleaning charge will be taken automatically from your damage deposit being held in the form of credit/debit/cash by Algarve Retreats if it is deemed that unnecessary extra cleaning is required and caused through negligence / drunkenness and / or vandalism. (Please also note section 25 of our terms & conditions).

## 25. COMPLAINTS AND CORRESPONDENCE

We hope that you enjoy your holiday and the services of Algarve Retreats, but if you have any complaints, we want to rectify them as quickly as possible. It is our intention that any complaint is resolved quickly and to your satisfaction. Should you have any complaints / issues with your accommodation upon your arrival you must give Algarve Retreats a reasonable amount of time to rectify / resolve any such issues. Should any clients of Algarve Retreats vacate said property before Algarve Retreats has had time to rectify any issues / complaints we will not be responsible for any costs of relocation or compensation.

In the unlikely event that you are still dissatisfied with any part of our services, our office team will ask you to record the details by way of photographs and forward these to us by email or recorded delivery within 12 days of the complaint or latest, the return date of your holiday with us. Failure to give written notification sent by email / recorded delivery within 12 days of your complaint or latest from the return date of your holiday shall result in our not being liable for any loss or compensation whatsoever or howsoever arising. Algarve Retreats will respond to your complaint within 14 days of receiving your recorded letter as a management report may be required. We can only correspond and accept complaints in written form from the Party Leader and are only able to correspond with the party leader due to the data protection act on any such matters relating to the booking.

The Party Leader is the person or agency who holds the booking, to whom all correspondence and invoices are addressed and who is responsible for the rental. We cannot accept complaints from other members in the party.

## 26. BUILDING WORKS

In most resorts, in all countries, there is new building / renovation work taking place. We take steps to try and monitor this and advise you if any building work is likely to affect your villa or apartment.

Should we consider that a neighbouring building plot or plots would seriously affect your property with either noise or dust pollution or both, then we will use our reasonable endeavours to offer you an alternative from the Algarve Retreats portfolio only. Where works or public works occur at short notice or without notice, and which are outside of the control of the owners, we cannot be held liable for any inconvenience to you, but we will ask the owners to compensate you, and if this is agreed, we will pass this on to you on behalf of the property owner.

New building work starting after publication of individual property descriptions may in some way distort our description of the accommodation, we have considered peaceful or quiet. Building or road works may be in progress nearby, a neighbour may start building a swimming pool or wall, or the local water board may decide to drill for water in the vicinity. This work may start early in the morning as it is local practice and can start at any time in the year. As it is not always possible to gauge the extent of such works, we regret we cannot advise you of the constantly changing conditions. If within 7 days of the start of your holiday we become aware of such works taking place on a plot immediately adjacent to your property (that is, an adjoining plot - not across the road or merely nearby) that in our opinion could materially spoil your enjoyment of your holiday we will advise you. You may then either a) cancel and receive a full refund for accommodation and car hire if the latter is booked with ourselves or b) change your booking to another available (subject to availability) property from the Algarve Retreats portfolio only for the same period either paying the difference if it is more expensive or receiving a refund if it is cheaper, or c) change your booking to another available property for a different period either paying the difference if it is more expensive or receiving a refund if it is cheaper or d) leave your reservation as it is and hope that there is not too much noise or dust to spoil your holiday. If you choose option (d), to stay with the reservation, it is extremely unlikely that after arrival we will be able to move you to any alternative accommodation if you suffer any inconvenience as described above, nor will any claim for compensation be accepted for any loss of enjoyment due to building or any other associated works within the vicinity of your holiday accommodation. You should note that we are not responsible for such work, are not able to stop such work taking place nor control the noise level. Nor can we be responsible for any building works that start during a holiday and under no circumstances will we pay any compensation at all in such cases.

## 27. LAW AND JURISDICTION

This Agreement shall be governed and construed in all respects in accordance with the laws of England. The parties hereto submit to the exclusive jurisdiction of the English Courts and not outside of the English courts. This applies to consumer claims that are made outside of the English Courts and its jurisdiction.

## 28. SEF FORMS REQUIRED BY LAW

Since 2015 Portugal has a law requiring anyone providing paid holiday accommodation to record the entry, exit, and identification details of all non-Portuguese nationals who use that accommodation. This law has been brought into force in Portugal since the implementation of the 1990 Schengen Agreement that aims to stop human trafficking and other illegal practices. In this case, it is specifically Article 45 of the Schengen Agreement and the recent Alojamento Local law in Portugal.

The governing body that monitors the movement of foreigners is SEF (Serviço de Estrangeiros e Fronteiras) or the Immigration and Borders Service. When staying in a hotel, guests are always asked to show their IDs at check-in. Short term rentals are also required to report guest's information to SEF - it is called the Accommodation Bulletin. When you make a reservation in a registered Local Lodging establishment, Algarve Retreats is required to report your presence and details to the Portuguese Immigration and Borders Service (SEF) within 3 days of your arrival. Algarve Retreats will always request this information via an email link to SEF prior to your arrival.

If the Short-Term Rental where you are staying does not require this information, it means it is not abiding to the law and most likely won't be able to support you in unexpected situations.

### Frequently Asked Questions

The SEF website offers a full list of FAQs in Portuguese. A translated summary is below:

Who must submit identity documents?

Each non-Portuguese person, regardless of age (and including children) shall present identity documents.

What counts as a valid identity document?

Passport/identity card or equivalent government-issued photo ID

Documents issued under the relevant agreements between the States Parties to the North Atlantic Treaty

Laissez-passer issued by the authorities of the State of nationality or the State that represents them

Flight crew license or certificate

Seafarer's identity document, when on duty

Maritime registration certificate, while on duty

Residence permit, extension of stay or the identity card given to diplomats and their administrative/ domestic staff or officials of international organisations based in Portugal and members of their families

Birth certificate or (where guests are from a country that allows a child to be entered on the passport of their parents) an entry on the parent's passport for the child, or an entry on the passport of whomever has parental authority over the child

Other documents issued by domestic or foreign authorities when, for acceptable reasons, (theft, robbery, etc.) one cannot present a passport or other document.

## 29. RESPONSIBILITY

By completing and returning the Booking Form, you and all members of your party acknowledge full awareness of these Booking Terms & Conditions and agree to accept and abide by the terms stated. We act as booking agents on behalf of named owners of the properties featured on our website.

## 30. RUBBISH DISPOSAL

On departure you should leave the property in a reasonably clean and tidy condition so that it can be efficiently prepared for the next guests. This includes disposing of all rubbish before you leave.

If excess rubbish must be cleared or excessive cleaning of the property is necessary following your stay, any charges will either be deducted from your security deposit.

### **31. PRICING ERRORS**

Whilst we make every effort to ensure the accuracy of the pricing information provided, regrettably errors may occasionally occur. When we become aware of any such error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake), within 7 days of the time of booking or as soon as reasonably possible. If a booking is already in place, you will have the choice to continue with the chosen accommodation at the corrected price or amend to a different accommodation. We reserve the right to cancel the booking if you do not wish to accept the price that applies to your accommodation or any quoted alternatives.

These terms & conditions are subject to change without notice, from time to time in our sole discretion.