

## Rental Terms and Conditions

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

### Key Facts

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

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

***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.***

***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.***

***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.***

***Arrivals after 19.00 are subject to a surcharge of £50.00.***

***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 8 weeks before arrival. If the booking is made within 8 weeks of arrival, the full amount must be paid at the time of booking.***

***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.***

### Refundable Security Deposit

A refundable damage deposit may be required. This is conditionally refundable on your return home. Any defects found on arrival must be reported to Algarve Retreats within 8 hours, or you will be held liable. The accommodation will be checked on your departure, any damage or excessive cleaning will be deducted from the security deposit. The security deposit will not be used against any small breakages such as crockery and for any damage caused through reasonable use. ALL SECURITY DEPOSITS CAN BE PAID AND WILL BE REFUNDED BY DEBIT / CREDIT CARD VIA THE ALGARVE RETREATS WEBSITE or can be paid in CASH on arrival.

### Cancellation

In the event of cancellation, the party leader must notify us in writing. Cancellations will not receive a deposit refund. We reserve the right to cancel the booking if full payment & security deposit has not been made 8 weeks before arrival. Additionally, if cancellation occurs within 42-29 days before departure, 30% of the total holiday cost will be charged and within 28 days before departure, the client will forfeit the total cost. We will gladly provide proof of payment for the purpose of an insurance claim.

### Cancellation or Change by Us

Whenever possible any changes will be advised without delay. Should circumstances beyond our control require the booking to be cancelled or amended, we will wherever possible offer you alternative accommodation. If you prefer a full refund of all monies paid for the rental, this can be arranged. No other incurred costs can be claimed or reimbursed.

## Amendments

If after confirming your booking you decide to alter any details, we will do our utmost to make the requested change, provided that we are informed at least 8 weeks prior to the rental commencement.

## Electricity

The cost of electricity is included in the rental for normal usage based on maximum occupancy. Any excessive usage will be deducted from the security deposit.

## Damage

All breakages must be notified immediately to Algarve Retreats. You should check the accommodation thoroughly yourself on arrival and report any loss or damage to Algarve Retreats within 8 hours of your arrival time.

## Lost Keys / Lock Outs

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.

Any amounts that require a charge to be made that exceed the security deposit amount must be paid by you within 7 days of your return home.

## Force Majeure

We cannot be liable for any loss, damage or injury arising in connection with your stay in the accommodation caused by matters outside of any reasonable control, including acts of God, war, civil disturbances, strikes or other industrial action, acts of Government or any event beyond our control.

## Arrivals and Departures

Check in time is from 16.00hrs on the day of arrival and check out time is 10.00hrs on the day of departure. However, subject to property type and availability, an early check in or late departure of up to 6 hours can be accommodated at the charges outlined below.

T1 - £50.00 if confirmed at the time of booking or €70 if paid locally in resort.

T2 - £65.00 if confirmed at the time of booking or €85 if paid locally in resort.

T3 - £75.00 if confirmed at the time of booking or €95 if paid locally in resort.

T4+ - £100 if confirmed at the time of booking or €120 if paid locally in resort.

PLEASE NOTE THAT ALL ARRIVALS AFTER 19.00 ARE SUBJECT TO A DISCRETIONARY SURCHARGE OF £50.00.

## Occupancy

Maximum Occupancy for each property is governed by the laws relating to the property rental licence (Alojamento Local).

Actual occupancy rates are specified below

1 Bed Property – 2 Pax

2 Bed Property – 4 Pax

3 Bed Property – 6 Pax

4 Bed Property – 8 Pax

5 Bed Property – 10 Pax

## 6 bed Property - 12 Pax

A maximum of two additional guests, sleeping on sofa / camp beds can be accommodated for a supplement of £15 per person per night for apartments and £20 per person per night for villas. Algarve Retreats set a maximum occupancy for each property in line with the facilities and in order to comply with our regulatory requirements. If the Guests exceed the maximum occupancy or fail to comply, Algarve Retreats reserves the right to require all Guests to vacate the property without notice and without a refund.

### **Additional Extras**

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.

### **Liability**

The Client agrees that Algarve Retreats shall not be responsible for loss or damage to property or injury or illness to the client, loss of life or consequential damages, which might occur from any cause, as long as the company does not act recklessly.

The client and his/her dependents, heirs, executors, administrators and assigns hereby indemnify and hold blameless Algarve Retreats, its members, associates, employees, representatives, organizers, helpers and agents from all liability for any or all claims whatsoever and howsoever arising and without limitation from any claim (including any consequential claim) arising from any delay, loss or damage to property, theft, or injury or illness or death or baggage or personal effects or terrorism arising from any cause whatsoever related to or occurring during their stay as long as the company does not act recklessly.

### **Insurance**

Travel and cancellation insurance is compulsory for all clients. Before a client commences their stay, he or she must arrange their own insurance with a reputable insurer, with protection for the full duration of their stay to cover personal injury, terrorism, death, medical expense, repatriation expense, loss of luggage, property damage, motor vehicle damage and the expenses associated with cancellation or curtailment of their stay.

If a client becomes ill, all hospital expenses, doctor's fees and repatriation costs are the client's responsibility. In all cases Algarve Retreats, shall not be liable for any part or full refund of the rental cost or other costs.

### **Swimming Pools / Hot tubs & Jacuzzi's**

Use of swimming pools hot tubs and jacuzzis is at your own risk. No liability will be accepted for injuries howsoever caused as a result of their use. Do not allow children to use or play near swimming pools unsupervised. Guests are reminded that no glass of any kind should be used in or around these areas. Rectification work carried out as a result of broken glass or any damage caused by glass will be recharged in full.

### **Smoking**

No smoking is allowed inside any part of the accommodation or where applicable, the internal communal areas. Smoking is usually permitted by property owners in external gardens or on balcony/terrace areas. Please check with Algarve Retreats at the time of booking.

### **Unreasonable Conduct**

Portuguese law has severe penalties for noise nuisance. Please take notice of the accommodation and/or condominium rules on your arrival. Should any unreasonable conduct be reported, or you are found to be in breach of the rules during your stay, you will be asked to vacate the accommodation at your own expense, and all money will be forfeited. Algarve Retreats decision is final. Algarve Retreats reserves the right of entry to the premises at any time.

### **Local Laws and Community/Condominium Restrictions**

All our properties are licensed and registered as rental properties with the Portuguese Tourist Board. A requirement of the license, is to ensure that the number of people staying in the property equates to those allowed by the license. It is therefore essential that only the numbers of persons on the booking form are allowed to stay in the accommodation.

To comply with Portuguese Immigration Law, we will also require the date of birth and the passport number of the lead passenger member in order to register your stay.

## Security

During your stay, whenever you leave the property, you are expected to ensure that all windows are closed, air-conditioning is switched off and that all doors are double locked. You will be held responsible for any property stolen and any damage to the accommodation if it is not left fully secure each time you leave. You should always close, double lock and check all doors, even if you leave for a short time or are located close by.

## Price Guarantee

The prices quoted are subject to change. However, the price is fully guaranteed when the deposit has been paid and the acknowledgment/receipt has been issued.

## Contract Parties and Status

This contract formed is between Algarve Retreats who are acting as the booking agents and the named client for holiday rental accommodation specified on the booking form. This contract is made in England & Wales therefore this contract will be upheld under the laws of England and Wales.

## Contract Changes

No changes can be made to this contract without agreement between both parties.