

# 'Casa Montanha Mar' Terms and Conditions

## TERMS AND CONDITIONS OF HIRE FOR VILLA RENTAL

### 1. Contract of Hire

All bookings are accepted by Casa Montanha Mar - Mrs Janet Blackmore (hereinafter known as "The Villa") and are subject to these conditions which are deemed to have been accepted in full by the hirer and all persons in the party. Bookings can be made by post, or in person and would be deemed to be accepted once payment is received by us.

### 2. Deposit

A non-refundable deposit of 25% of the total cost is required to secure your booking. Your booking must be made by email, or by telephone (followed by written confirmation) and will be held provisionally for five days or until the full deposit is received by us, whichever is sooner. If your booking is made six weeks or less before the hire commencement date it must be accompanied by full payment. Should we not receive your payment within five working days then your provisional booking will be released. All payments shall be made by electronic bank transfer or sterling cheque.

### 3. Confirmation of Booking

Your booking is only confirmed on receipt of your deposit and confirmation will be sent to you by either email or post stating the balance cost and due date the final balance is to be paid.

### 4. Final Payment

The balance will be paid a clear six weeks prior to the hire commencement date by internet bank transfer, electronic bank transfer or sterling cheque. If your booking is made six weeks or less before the hire commencement date it will be deemed provisional for five days or until full payment is received, whichever is sooner. If we do not receive the balance by the fifth week prior to your rental commencement date, we shall be entitled to cancel the booking without prejudice.

### 5. Form of Payment

All payments prior to your arrival date shall be paid by either electronic bank transfer or cheque in UK Sterling, unless otherwise agreed. Bank account details will be provided once the booking form has been received.

Refund of the damage waiver deposit will be refunded to you by either internet bank transfer or cheque in UK Pounds, unless otherwise agreed.

### 6. Cancellation by Hirer

All cancellations of bookings must be made in writing and notified to and received by *The Villa* no later than six clear weeks prior to the rental period. If cancellation is prior to this deadline the deposit only will be forfeited. If cancellation is less than six clear weeks before departure, the full hire cost is to be paid. It is a condition of booking that insurance is taken out well in advance against cancellation.

### 7. Alterations and Cancellations by Us

In the unlikely event that the property (Casa Montanha Mar) becomes unavailable due to circumstances beyond the control of *The Villa*, the hirer will be offered alternative accommodation if available or a full refund of monies paid at that time. In the event that no suitable accommodation can be offered then a full refund of monies already paid for the villa rental will be refunded. Any refund is restricted to the villa hire costs and we are not liable for any cancellation or administration charges for travel arrangements, etc.

### 8. Amendment Charges

In the event you wish to alter details of a fully confirmed booking within the six week period, there will be an amendment charge of £25 per change in addition to any increase, if any, in the cost of the revised arrangement. Confirmation of the amendments must be sent by you to *The Villa* in writing or by email.

#### 9. What is Included

The property rental includes the cost of a weekly delivery of bed linen and towels (one bath towel and one hand towel per guest), end of stay clean, water, electricity, gas, maintenance of swimming pool and garden. Any defects or deficiencies must be reported within 48 hours of your arrival. After this time it will be assumed that everything is in order.

#### 10. What is Not Included

The property rental prices do not include personal, travel and cancellation insurance, travel, transportation, airport transfers. Satellite TV, video, DVD, garden furniture etc are free items, therefore the availability or function of any such item cannot be guaranteed. In most cases satellite transmission will only receive a limited number of channel and, unlike the UK, the satellite transmission can be unreliable and channels can be lost.

#### 11. Occupancy

Only persons listed on the booking form may occupy the property, and the property cannot be re-let or sublet to any other group/party or individual without the written approval of the owners.

Under no circumstances may more than the maximum number of persons (eight adults and one child), or the number specified on the booking form, occupy the villa except by prior written agreement. *The Villa*, or their representatives, reserve the right to refuse admittance to the villa to the hirer and their party if they are in breach of this condition.

Generally we do not accept animals at Casa Montanha Mar. However, there may be certain exceptions, please enquire. In such cases you must obtain written permission from *The Villa*.

#### 12. Hirer's Responsibility

The hirer is responsible for taking all reasonable care of the property and its contents. At the end of the hire period, the property and its contents, including all equipment, furniture, utensils, etc must be left clean and tidy which includes the crockery and cutlery cleaned and stored in the appropriate cupboards and ensure that the cooker, oven, fridge and microwave are clean. The hirer shall ensure that no member of the party engages in any activity in or around the villa and swimming pool which may cause damage, offence to the neighbours, pollution to the water or damage to the structure or filtration equipment, this includes unacceptable anti-social behaviour. The hirer shall also ensure that the barbecue is cleaned and that all rubbish is cleared away from the property and placed in the communal dustbins.

#### 13. Damage to Villa and its Contents

Except in the case of normal wear and tear, the hirer will be responsible for making good any damage to the villa or its contents which has occurred due to negligence, wilful damage or irresponsible behaviour on the part of those occupying the villa or their guests. Such damage must be immediately reported to *The Villa* or its representative. The cost of the replacement or damage must be paid for by the hirer to *The Villa*. A figure of £150 is held against damage to the property, furnishings, excessive cleaning requirements or unnecessary call-outs, including those outlined in section 12. above.

#### 14. Rights of Access

*The Villa*, their representatives or their sub-contractors have the right of access to the Casa Montanha Mar at any time with due regard to the convenience of the hirer for the purpose of linen changes, inspection of the property and to carry out any essential or routine repair or maintenance work.

#### 15. Responsibilities

Neither *The Villa* or their representatives can be held responsible for any circumstances beyond their control including, but not limited to, mechanical breakdown, illness, swimming pool maintenance, emptying of swimming pool for necessary maintenance, failure of any public service supply. The hirer responsible for booking undertakes that no person will suffer anything to be done which would endanger the policy of the Casa Montanha Mar's insurers in respect of the villa and its contents which might make the same void or voidable.

#### 16. Villa Arrival and Departure Times

The villa will be available for occupation from 3:00pm local time on the day of arrival and must be vacated by 10:00am on the day of departure.

#### 17. Keys, Directions and Local Contact Numbers

Villa keys and directions to the villa will be sent two weeks prior to the rental commencement, together with a local contact telephone number of a representative working on behalf of the property owner should you have any problems whilst at the villa.

#### 18. Complaints

In the unlikely event that you have a complaint about the villa or its contents whilst on holiday, it must be reported immediately to *The Villa* or its representatives who will take reasonable steps to resolve the matter on behalf and in liaison with the owner of the property. Neither *The Villa* or their representatives shall have any liability for any complaint submitted after the completion of the hire period.

#### 19. Building Work

In the event of building works taking place by local authorities, private developers or neighbours, it is important to note that we are not responsible for such work, are unable to stop such work taking place or unable to control the level of noise, neither can we be responsible for any building works that take place during a holiday.

#### 20. Force Majeur

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by 'force majeure'. In these Terms and Conditions of Hire, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with due care, foresee or avoid. Such events may include, but are not limited to, war, threat of war, civil commotion or strife, hostilities, strikes or other industrial disputes, natural disasters, fire, acts of God, terrorist activities, quarantine, epidemics, weather conditions, government action or other events outside our control.

#### 21. Insurance

The villa hire cost does not include any personal insurance cover of any kind. It is a condition of booking that insurance is taken out against cancellation and it is strongly recommended that personal accident and medical insurance is also taken out.