



TERMS & CONDITIONS 2010



The Rental Company is the Agent (operating from the UK, renting properties for holiday purposes) acting for the Owner. The Owner means the Owner of the property being rented, who provides the Agent with the authorisation to rent (no services). The Management Company means the representative in Portugal to administer residential properties and provide all the necessary private services to the guest on behalf of the Rental Company. The Rental Guest (Client) means the interested party in renting the property for a period of occupation. Therefore, every rental agreement and contract is made between the Owner and Guest, with the Agent acting purely as the administrator and the Management Company as the Representative, providing all the necessary services.

DESCRIPTION - Both the Owner and Agent have inspected each privately owned property, making every effort to ensure that the accommodation is accurately described and fully equipped. All representations and descriptions made by the Owner or the Agent or their respective employees in advertising, letters or by word of mouth are made in good faith, but will not create any subsequent liability on them.

PAYMENTS - A 50% deposit of the total cost quoted, must be paid in full, within 7 days of booking, before a PROVISIONAL booking can be taken (until this deposit is in place, the booking remains an enquiry only and therefore it can be booked by another Guest). If for any reason the full deposit has not been made by the due date then the Agent has the right to cancel the booking and retain the deposit.

Whereafter, the Owner will be contacted and asked for authorisation to proceed with the provisional booking. The Owner has fourteen (14), days to cancel this provisional booking for whatever reason. In the event of the booking being rejected by the Owner, the Agent will make every endeavour to obtain alternative accommodation, with Guest approval, before returning the deposit paid.

Additional rental will be charged per person for the use of an extra folding bed, sofa bed (single or double) or cots. Therefore, please ask for more details before making your booking, as we may need to contact the owner of the property concerned to ensure the apartment meets with your personal requirements.

The deposit will be deducted from the total cost quoted to the Guest and the balance must be paid in full, eight (8) weeks prior to the commencement of the rental period for which the booking has been made. Once the balance has been paid the booking is CONFIRMED.

If for any reason full payment has not been made by the due date, then the Agent has the right to cancel the booking and retain any money previously paid. For bookings made less than 8 weeks prior to occupancy, payment in full is required for confirmation of booking. The Agent will contact you once fully confirmed and all monies have been received.

In order to comply with the Portuguese Law for the rental of private habitation, the total cost of rental paid is separated into three documents (a) Owner, (b) Rental Company - SAL and (c) Property Management Company - JES. Therefore, three receipts are generated from the total amount paid, with each of the three parties producing their own for accounting purposes. Please note that in-line with Portuguese Legislation, a copy of all visitors' Passports or Identity Cards will be required for all Guests over the age of 10 years and kept at Reception, this also helps us to control maximum occupancy on behalf of the Owner, which should comply with that stated over the page. In order to provide vehicle windscreen passes for the beach, all vehicle details and registrations must be provided with your booking details. May we remind you to park your cars properly, inside the parking area lines clearly indicated on the calçada (stone paving).

DAMAGE DEPOSIT - Guests are asked for a deposit against damages on arrival, and is taken as follows; **T0/T1 (1 Bedroom) = £200; T2 (2 Bedroom) = £300; T3 (3 Bedroom) = £400.** Our main concern is to ensure that the apartments remain in good condition. The damage deposit will be returned within one month of departure, if there are no damages. Occasionally, if there is something broken or damaged, the deposit will be held until such time that the item has been replaced or the problem has been resolved. Please note that Credit Cards are not accepted at Reception, only cash or normal bank cheques in Pounds Sterling or Euros (all cheques should include bank charges).

UTILITY USAGE - Electricity units are included in the rental price per week (**Studio/1 Bedroom = 200 units; 2 Bedroom = 400 units; 3 Bedroom = 600 units**). However, please note that when the Guest uses more than their allocated units of electricity, they will be asked to pay in Euros, €0,20/unit (20 cents).

HOUSEKEEPING - Maid service is provided as follows:- **LOW** - every 7 days, **MID** - once weekly, **HIGH** - three times weekly and **PEAK** - 5 times, Monday to Friday, for all apartments. Please note that there is **no** maid service during weekends (Saturday and Sunday) and on Public Holidays. Maid Service includes bedrooms, bathrooms, living room and floors. Please note that once these basic daily duties are completed the maid will vacate the apartment. Also note that the washing of personal laundry, kitchen pots/pans/dishes and the cleaning of the BBQ are not part of the daily maid service, however if there is time, attention will be given to the kitchen. In addition, please note that if the maids are turned away when they make their daily routine visit, we regret that they will not be permitted to return that day due to their scheduled work load.

CLEANING PRODUCTS - As these properties are self-catering, a 'starter pack' of cleaning products will be provided which should be sufficient to last a few days. Further supplies should be purchased by the guest as and when the products are required.

CANCELLATION - All cancellations must be made in writing by the person who made the booking. The letter must be sent by registered post, which will take effect from the date of receipt. Deposits in respect of rentals are non-refundable. In the event of a cancellation the following charges (% of total), will be made. The charge is dependant on the date the written letter of cancellation is received in relation to the commencement of the rental period:

a. More than 6 weeks	50 % (deposit)
b. Between 6 & 4 weeks	65 %
c. Between 4 & 2 weeks	80 %
d. Two weeks and less (including no-show)	100 %

The percentages above are proportions of the total cost quoted. However, the Agent will make every effort to re-book the accommodation and if successful would only request that the Provisional booking deposit be forfeited.

Please note that failure to occupy the accommodation booked or decline the property prepared upon arrival (by the Guest), will be deemed as cancellation by the Guest and the Owner reserves the right to resell all or part of the booking without prejudice to the right to collect the cancellation charges in full.

INSURANCE - Please note that there is no holiday travel insurance included in your booking, therefore you may want to take this option through your usual family broker or travel agent when booking your flights. We firmly recommend that you consider insurance cover for cancellation, personal accident & liability, medical expenses, loss of luggage, cash, documents, legal and theft etc. If you do bring valuables, please insure them individually for all eventualities, lock them away or keep them on your person at all times. Always lock away your cash or keep it in on your person, Management accepts no responsibility for any personal loss, as most of the Apartments are fitted with safes. The Agent, Owner and the Management Company are not responsible and accept no responsibility for any loss.

SECURITY - Security in São Lourenço is to a very high standard, backed up by the Quinta do Lago Security (Vigiquinta) mobile units and CCTV, to ensure everything is under control and all visitors to São Lourenço have a restful and relaxing holiday. Inside the apartment you will find a **Rental Information Guide** which contains useful information and important telephone numbers (24 hour call-out, doctors, dentists, security etc), including a full Property Inventory and the São Lourenço Owners Association (SLOA) Condominium Rules and Regulations. All apartments have security locks on the front doors, lockable shutters, secondary locks on sliding doors and windows, also safes for valuables and documents. Please set the security alarms when they are installed.

The São Lourenço Owners Association (SLOA) Condominium Rules & Regulations (available in every apartment and on Public Notice Boards) will be enforced at all times.

LIABILITY - The Agent, Owner and the Management Company are not responsible in any way for the loss or damage of any goods or personal belongings of the Guest and will be under no liability whatsoever in the event of cancellation, withdrawal or alteration of any arrangements or any losses or accidental expenses caused by reasons of war, civil strife, strikes, sickness, quarantine, bad weather conditions, natural disaster, technical problems of any description, terrorist activities, closure of airports, or any other circumstances beyond their reasonable control.

The Agent, Owner and the Management Company:-

- Will not be liable for any injury, sickness, loss, damage or additional expenses or inconvenience directly or indirectly arising out of the design, structure, use or condition of any building or premises, their approaches or contents or mechanical and/or electrical services belonging thereto or out of any defect therein.
- Will not in any circumstances whatsoever accept responsibility for loss of life, personal injury, illness, or loss or damage to luggage or personal effects or consequential loss other than for the negligence of their respective employees acting in the course of their employment.
- Cannot be held liable for any actions of any persons (other than for the negligence of an employee acting in the course of his employment) or the failure of any public service or supplies of a technical nature connected with the holiday arrangements over which they have no direct control.

Liability is limited to the provision of accommodation as booked. In the unlikely event, due to extraordinary circumstance that the accommodation should become unavailable after confirmation to you (and payment made in full), we will immediately advise you thereof.

In the event of the property being sold, every effort will be made to relocate and/or upgrade before refunding in full. Our aim will be to provide you with suitable alternative accommodation of a similar size and equal to / or better than the property booked and within a 20Km radius. If the alternative is not found, you will be entitled to a full refund of accommodation payments having been received by us.

In the unlikely event of failure of electrically supplied apparatus, the Owner or Agent cannot be held responsible, but will endeavour to assist you when possible and will ensure that any extra payment made for this service is refunded.

COMPLAINTS - In the unlikely event that you should have a complaint whilst on holiday, please immediately inform Reception, who will do their best to resolve any problem without delay. Any claim against the Owner, Agent or Management Company must be submitted in writing within seven (7) days of the completion of the rental period. For anyone wishing to record any facts or points of view, every Guest is provided with a Questionnaire which can be completed and left in Reception on departure.

UNFAIR TERMS & CONDITIONS - If any of these Terms & Conditions are deemed by a court of competent jurisdiction to be illegal, unlawful or in any way unenforceable then the court shall have the power to reduce the scope and extent of that clause to such an extent as makes the clause legal and enforceable. Should this be the case then the remaining Terms & Conditions shall continue to have full force and effect.

ARRIVAL & DEPARTURE - There are no definite changeover days (due to flights being available on most days). The apartments will be ready for arrivals by 16H30 and the departure time is 10H00. Please help us to ensure your apartment is ready for occupancy by informing us of approximate time of arrival. Should your arrival be outside normal operating hours, then you must inform Reception to ensure the apartment keys are left in a specially designed safety locking box on the apartment door. The minimum period of stay is 4 nights. Occasionally, it is possible for the Guest to vacate the apartment later and occupy earlier, please check with Reception for more details. For those Guests arriving at the airport we will arrange your transport requirements as requested, a taxi, car hire, limousine or personalised collection to assist you with all your luggage safely to São Lourenço.

ACCEPTANCE OF TERMS & CONDITIONS Please note that upon making a booking with payment, you are accepting these **GIH 2010 - Part II BOOKING - TERMS AND CONDITIONS**. In addition, please refer to **GIH 2010 Part I - WELCOME** for further information.

On behalf of everybody concerned, may we take this opportunity to **THANK YOU** for helping us to make **São Lourenço** a wonderful place to stay for all to enjoy on holiday.