

## **VILLA BOOKING RENTAL AGREEMENT – CASA JEAN**

### **General:**

These terms and conditions (the “**Booking Contract**”) are between and shall bind the property owner or manager (“**we**”, “**us**” and “**our**”) and the holidaymaker(s) who book our property (the “**Property**”) directly through the Casa Jean website, HomeAway website, Trip Advisor website, Clickstay website (each a “**Booking**”). References to “**you**” or “**your**” are references to the person making the booking and all members of the holiday party.

**Property.** The property is located at:

St-10, 542-A  
8150-047  
Mesquita Alta  
Sao Bras de Alportel  
Algarve  
Portugal

Any Booking is subject to the Villa Booking Rental Agreement. This Villa Booking Rental Agreement and our confirmation email contain the entire agreement between us and you and forms the basis of your agreement with us so please read them carefully.

Nothing in this Villa Booking Rental Agreement affects your usual UK statutory rights. For the avoidance of doubt, you acknowledge and agree that the provider of the Property is us.

### **Making your Booking :**

A Booking can be made by you. **You can:** book the Property with us by making the payment specified in the initial quote provided to you by us, (the “**Quote**”) once we have accepted your booking request.

The Booking shall be made and this Booking Contract shall be effective once the Initial Deposit (as defined below) or full payment has been received by us and you have received an email from us confirming the Booking and including the Cancellation Policy (as defined below); .

The Booking shall be made and this Booking Contract shall be effective when we have received the full amount payable for the Property or the Initial Deposit and we have provided you with a confirmation email setting out the details of the Booking and including the Cancellation Policy.

If the Quote requires that you: make a payment in full, then you must pay the full amount for the Booking us by the due date; or pay an initial deposit (the “**Initial Deposit**”) followed by a balance payment (the “**Balance**”), then you must make both payments to us within the specified time periods. You shall be required to pay the applicable damage deposit (the “**Damage Deposit**”), cleaning fee and/or any other fees (“**Other Fees**”) as set out in the email confirmation as part of your payment in full or your Balance payment (as applicable). You should carefully check the details of the Quote or before making any payment to us regarding your Booking, as well as the confirmation email and inform us immediately of any errors or omissions.

### **Winter rentals (November – March)**

All electricity used will be charged and paid for by the guests directly to the owner at the end of the rental period. A meter reading will be taken on arrival and on departure and an email will be sent outlining the charges and method of payment.

### **Paying for your Booking:**

Where you have only paid an Initial Deposit, you are required to send to us your payment for the Balance and the Damage Deposit and/or Other Fees within a certain period prior to the arrival date specified in the email confirmation (the “**Arrival Date**”). If you fail to make the balance payment due to us in full and on time we shall be entitled to treat your Booking as cancelled by you and the Cancellation Policy (as defined below) shall apply.

The Damage Deposit may be used for any repair and/or replacement of the Property, furnishings, fixtures and fittings that are necessary after your stay.

We will return the Damage Deposit to you following the return of the keys and confirmation from our Villa Management Company that there has been no damage to the property, less any deductions in accordance with the conditions listed above.

### **Cancellation Policy:**

#### **If you cancel or amend your Booking:**

If you need to cancel or amend your Booking you must write to us or email us as soon as possible. A cancellation or amendment will not take effect until we receive confirmation from you. The cancellation policy described in your email confirmation (“**Cancellation Policy**”) applies to your Booking and we will refund any amounts due to you in accordance with the agreed Cancellation Policy.

- If only the initial deposit has been paid:
  - 50% refund of the deposit if cancelled in writing at least eight weeks before the arrival date
  - 25% refund of the deposit if cancelled in writing between 8 weeks and four weeks of the arrival date
  - 0% refund of the deposit if cancelled in writing between four weeks and the arrival date
- If the full balance has been paid on time you can receive:
  - 100% refund of any security/damage deposit paid
  - 100% refund of rental cost less the % of the initial deposit as outlined above

### **In the event that:**

Any balance required from you is not paid in accordance with the timeframes set out in the Cancellation Policy; or you do not arrive at the property within 24 hours of your arrival time

without notifying us, then we shall be entitled to treat your Booking as being cancelled by you and the Cancellation Policy shall apply.

**If we cancel or amend your Booking:**

We would not expect to have to make any changes to your Booking once it is agreed between you and us, but sometimes problems occur and we do have to make alterations or, very occasionally cancel Bookings. If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your Booking. We will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

**The Property:**

You can arrive at the Property after the time specified by us on the Arrival Date for your holiday and you must leave by the time specified by us on the departure date we give you. We will let you know these times in writing in advance of your stay.

If your arrival will be delayed, you must contact the person whose details are given on the booking confirmation email so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property.

If you fail to arrive by **midday** on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you for fees already paid to us. Please see the Cancellation Policy for further details.

**Your obligations:**

- You agree to comply with the regulations set out in any property manual at the Property and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party.
- You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition.
- You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.
- You agree to take all necessary steps to safeguard your personal property while at the Property.
- You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).
- You cannot allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property, nor can you sub-let the property at any time during the agreed rental period.

We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for any fees already paid to us in those circumstances.

- Any refund will be at our sole discretion. You agree to allow us or any representative of ours access to the Property at any reasonable time during your stay for the purpose of essential repairs, in an emergency or to ensure you are complying with this Booking Contract.

### **Complaints:**

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible. It is essential that you contact our Villa Management Company if any problem arises so that it can be speedily resolved.

It is often extremely difficult (and sometimes impossible) to resolve problems properly unless we are promptly notified.

Discussion of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence at the Property.

If any complaint cannot be resolved during your holiday, you must write to us or email us with full details within 28 days of the end of your Booking. For the avoidance of doubt, you shall always contact us if you have any complaint in relation to your Booking or the Property.

### **Limit of Liability:**

Our maximum liability for losses you suffer as a result of us acting in breach of this Villa Rental Booking Contract is strictly limited to the amounts received by us in relation to your Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaching this Booking Contract. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

Your Booking is made as a consumer for the purpose of a **holiday** and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you, any failure in relation to any payments due to the failure of a payment solution provided by a third party; and the rejection of any payment of yours by a third party payment solution provider. This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

### **Law and Jurisdiction.**

This Villa Rental Booking Agreement (including any non-contractual obligations arising under or in relation to this Villa Rental Booking Agreement) 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 exclusively dealt with by the Courts of England and Wales.

**Miscellaneous:**

You may not transfer your Booking or any rights and responsibilities under this Villa Rental Booking Agreement to any other person nor can the property be sub-let to any other person at any time during the agreed rental period.

If at any time any part of this Villa Rental Booking Agreement is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

This Villa Rental Booking Agreement, together with the Cancellation Policy and our confirmation email contain the entire agreement between us and you relating to the Booking and shall supersede any previous agreements, arrangements or discussions between you and us, whether oral or in writing.

No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between you and us prior to receiving the confirmation email except as expressly stated in this Villa Rental Booking Agreement.

Neither you nor us shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Villa Rental Booking Agreement (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Villa Rental Booking Agreement.

We will not be in breach of this Villa Rental Booking Agreement, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire, explosion or accident.

**Signed:** (Guest)\_\_\_\_\_

**Signed:** (Guest)\_\_\_\_\_

**Date:** \_\_\_\_\_