

## DEFINITIONS.

**The Property;** Villa 17, Ocean Villas, Porto de Mos, Nr Lagos, Portugal

**The Client;** (The person renting the villa whose name and address appears on this form and all adults in the Clients party who are over 18 years of age)

**The Owner;** Mr & Mrs S R Curtis, Chapel House, Brickbridge Road, Marple, Cheshire, SK6 7BQ. TEL +44(0)161 449 7750 / +44 (0) 7810 183644

1. **CONTRACT.** The tenancy agreement shall be between the Owner and the Client.
2. **RENTS or RENTAL.** The agreed rental amount is as detailed on the Booking Form
3. **PAYMENT AND CONFIRMATION.** The Booking Form must be returned to the Owner, duly completed, within 48 hours of it being issued by The Owner. A deposit of 25% of the total rental & breakage deposit is required within 48 hours of the form being returned. The balance is payable in full two calendar months prior to the arrival date of the Client. If the Client fails to meet these requirements the booking may be cancelled and the villa made available to others
4. **CANCELLATION.** Cancellation must be made in writing (post, fax or email). In the event the Client issues a cancellation notice then the Owner will advertise the property as available for the dates previously booked by the Client. In the event an alternative booking is obtained at the same rental rates then the Owner will refund the amount paid by the Client less a £100 administration fee. The Owner reserves the right to offer the villa for a lesser rental than paid by the Client to assist in achieving an alternative booking. In this event the refund will be limited to the rental the owner has been able to achieve in order to re let the Property. If an alternative booking can not be achieved then no refund will be made to the Client except for the amount paid as a breakage deposit. The Owner reserves the right to cancel a booking at any time should circumstances arise beyond the Owner's Control. In this event the Client will be notified at the earliest opportunity and a refund will be paid in full. The refund is limited to amounts paid by the Client to the Owner
5. **BREAKAGE DEPOSIT.** A breakage deposit is required to be paid at the same time as the balance of rental is paid and in the amount detailed on this form. The Owner or its property manager will inspect the Property on or after the departure date and the cost of any breakage, including obtaining services and or carriage costs of replacement items where necessary, will be deducted from the deposit. In the event the breakage deposit is insufficient to cover damages or replacement the Owner will endeavour to repair or replace damaged items at the least cost possible and the Client will recompense the Owner in that additional sum within 14 days of request
6. **BED LINEN & TOWELS.** Clean bed linen and towels are provided. Beach and Swimming pool towels are not provided. A linen and towel change is provided as per the details noted on this form. Where optional is marked then such change is provided on request at an additional cost
7. **ARRIVAL AND DEPARTURE.** The dates detailed on this form represent the nights only. For example if your booking dates are from 1<sup>st</sup> January to 14<sup>th</sup> January then the first nights stay in on the 1<sup>st</sup> January and your last nights stay is on the 14<sup>th</sup> January, departing on the 15<sup>th</sup>. The 15<sup>th</sup> would be known as the change over date i.e. where one party is leaving and another may be arriving. Your earliest arrival and departure times are detailed on this form. The Client must not arrive earlier than the stated time and must not return to the property after the departure time. In the event the Client wishes to return after the departure time, e.g. for a forgotten item, the Client must telephone the property manager who will accompany the Client, or, where possible, attend him/herself. This is purely because other guests may have taken up residence and access by persons unknown to them may be considered a breach of their security
8. **PROPERTY & AMENITIES DESCRIPTION.** The owner has made every effort to describe the property and its amenities accurately. The Owner reserves the right to make changes to the property, where they become necessary and without prior notice to the Client. Where an amenity is of particular importance to the Client it is encouraged to note it on this booking form. Whilst item 9 of this form prevails, the Owner will endeavour to give priority to checking those specific amenit(ies) prior to the Clients arrival
9. **SERVICES & EQUIPMENT FAILURE.** Every effort is made to ensure all items of equipment are as described and in good working order. However, no guarantee is given or liability accepted for service failures or equipment breakdown which occur before or during the Clients stay. The Owner will endeavour to organise repairs or replacements and communicate with service providers in order to correct any failure at the earliest opportunity. Delays can occur particularly during the main summer season
10. **SIZE OF PARTY.** The number of adults in the Clients party must be declared at the time of booking and will be detailed on this form. The declared size of the party must not be exceeded without prior agreement in writing (post, fax or email) by the Owner. Bedrooms & en suite bathrooms will be made up in accordance with the size of the party only.
11. **NOISE AND NUISANCE.** The Owner accepts no responsibility for work taking place outside of the boundary of the villa, nor for noise and nuisance resulting from third party activity over which the Owner has no control
12. **LOST PROPERTY.** The personal belongings of the Client are their complete responsibility and no liability can be accepted for any loss or damage. Any articles left by the Client can be forwarded on receipt of a minimum handling fee of £10 plus the cost of packaging & carriage
13. **THE CLIENT OBLIGATIONS.** The Client will take all reasonable care of the villa and ensure that the property and all equipment is left clean at the end of their stay. The Client shall not do or suffer to be done in or upon the property any act or thing which may be a nuisance, damage or annoyance to nearby property residents. The tenant will pay for the repair or replacement of all furniture or household effects lost, destroyed or damaged beyond repair as a consequence of their actions. Any damage or breakages must be reported to the Owner or property manager at the earliest available opportunity. On vacating the Property and grounds at any time during their stay and on departure the Client will ensure that all windows and doors are closed with handles in the locked position where available, and that all security shutters to all doors and windows are fully lowered on both floors. The client will place rubbish in the appropriate re-cycling bags and general rubbish bags made available and remove to the complex waste area with appropriate regularity. Excess rubbish left at the property on departure will incur a service charge as will excess cleaning. The Client will not smoke inside the villa and if smoking in external areas will dispose of ash and cigarette stubs to an appropriate container and must specifically not allow smoking residue/stubs to contaminate the pool or the grounds or the adjacent areas. Failure to adhere to smoking rules may incur an excess charge for cleaning of furnishings subjected to smoke and any other removal/cleaning of smoking residue. If the Client fails to adhere to their obligations on any account the Owner reserves the right to request their immediate vacation of the Villa without refund to the Client