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## **Portugal Holiday Rentals LDA**

Apartado 194 2500-Caldas da Rainha

**Portugal**

Tel Office: +44 1932 354 245

Tel Mob: +44 7906 137718

Email: [info@portugalrentalcottages.com](mailto:info@portugalrentalcottages.com)  
[fabholsportugal@gmail.com](mailto:fabholsportugal@gmail.com)

## **PORTUGAL HOLIDAY RENTALS - BOOKING CONDITIONS**

1. In these booking conditions, "the Company" means Portugal Holiday Rentals Lda, of Apartado 194, 2500 Caldas da Rainha Portugal, to which address all notices required to be given to the Company shall be sent, and "the Customer" means the person in whose name the booking is made at the address set out in the relevant online Booking Confirmation Forms or any other booking documentation that is used to request bookings.
2. These booking conditions apply to the offer by the Company and acceptance by the Customer of accommodation, Holiday packages, optional extras and all facilities extended by virtue of the offer by the company with regard to the holiday property and all other associated services, package holidays and optional extras; and that the customer will, accordingly, make use of such property in addition to these conditions and subject to the terms and conditions of the Company and the ("the House Rules") as supplied to the Customer pursuant to Condition 4 below. The Company reserves the right to refuse any booking request without assigning any reason therefor.
3. The Customer is strongly advised to purchase travel and holiday insurance. The Company accepts no liability whatsoever for the adequacy or validity of such insurance as the Customer may procure with those or any other insurers. The Customer will be required to provide an insurance disclaimer upon payment of the full amount due for the holiday or the final balance thereof as the case may be.
4. Upon receipt by the Company of an email acknowledgment from the Customer confirming the contents of Booking Confirmation Form, the Company shall reserve the property and holiday extras requested for a period of five working days, whilst awaiting receipt by bank transfer and in of a sum equal to 30% (or such other percentage as the Company may specify in the booking Confirmation Form) of the rental / Holiday charge ("the Initial Deposit"). If the Initial Deposit is not received within such period, the Company does not guarantee availability of the property requested. The balance of the rental charge shall be paid to the Company in accordance with the payment instructions contained in the Booking Confirmation Forms but in any event, no less than 42 calendar days prior to the commencement of the vacation, unless the Customer shall by then have given notice of cancellation. Any failure to pay the balance by the due date may, at the Company's discretion, be considered as a notice of cancellation given, in accordance with condition 9 below. If these payment conditions are not fulfilled the Company reserves the right to refuse or cancel the booking and/or to forfeit the total charge paid by the Customer and the Customer shall have no claim against the Company for compensation or reimbursement whatsoever.
5. Booking Requests received by the Company in respect of periods where holiday commencement is due within six weeks of the date of such request, must be accompanied by payment of the full rental or holiday charge for the booked period.
6. Upon the Company receiving payment of the Initial Deposit within the period allowed for in Condition 4 or entire the rental charge pursuant to Condition 5, as the case may be, the Company will confirm in writing, by issuing the Booking Confirmation Slip, the availability and price of the requested property or holiday or associated extras and thereupon a binding contract shall exist between the Customer and the Company subject to these booking conditions.



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7. The Customer shall check the details of the Company's Booking Confirmation and notify the Company of any discrepancy as soon as possible.

8. If the Company cancels any booking at least 42 days prior to the commencement of the rental, the Customer shall be entitled to a full refund of all amounts paid, but shall have no other claim whatsoever against the Company. If the Company cancels any booking within 42 days of the commencement of the rental or is unable, after he has given a booking confirmation, to provide the accommodation or any of the other products from the special features menu originally requested by the Customer and subsequently confirmed by the Company, the Company shall be in material default of its obligations at the commencement of or during the rental period, then the Company shall use all reasonable endeavours to arrange alternative accommodation of an equivalent type and standard in a similar location. Acceptance by the Customer of such accommodation shall be in full and final settlement of any and all claims by the Customer against all parties in respect of the period of occupation of such alternative accommodation. If the Customer shall not accept such alternative, the Customer shall so advise the Company in writing, and in any event, the Customer shall not be entitled to any refund, reimbursement or claim against any party in respect of any period during which the alternative accommodation was available to him.

9. If the customer wishes to cancel a booking, then the Customer shall notify the Company immediately and in writing, and no such notification shall be effective unless and until actually received in writing by the Company. In cases of cancellations received more than 90 calendar days before the first day of the booked period, the Initial Deposit 30% will be forfeit. In cases of cancellations received between 90 and 60 calendar days of notice, 50% of the total rental charge shall be forfeit. In cases of cancellations received between 60 and 42 calendar days prior to arrival, 80% of the total rental charge shall be forfeit. In cases of cancellations received 42 calendar days or less, prior to arrival, then 100% of the amount received will be forfeit in accordance with the following table:

<u>Number of days between receipt of cancellation and first day of booked period</u>	<u>Percentage forfeit</u>
90 calendar days and above .....	30%
90 to 60 calendar days .....	50%
60 to 42 calendar days.....	80%
42 calendar days or less (Including during the period itself) .....	100%

The amount forfeit above is a genuine pre-estimate of the damage likely to be sustained by the Company as a result of cancellation. If, as a result of the above, any monies are due for payment or reimbursement, as the case may be, the debtor party shall pay the creditor the full amount due within 7 working days of the date of the notification of cancellation.

The Customer's obligation to pay (if any) or forfeit any sum following his cancellation shall stand, notwithstanding the existence of any insurance cover, it being the obligation of the Customer to make any appropriate claim in respect of cancellation fees or any other benefit. Customers are strongly advised to give full consideration to their terms of his travel and holiday insurance.



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10. The Customer's obligation to pay (if any) or forfeit any sum following his cancellation shall stand, notwithstanding the existence of any insurance cover, it being the obligation of the Customer to make any appropriate claim in respect of cancellation fees or any other benefit. The Customer is strongly advised to give full consideration to the terms of his travel and holiday insurance.

11. Whilst to the best of the Company's knowledge, the details relating to the property or holiday purchased by the customer, described in the Booking Confirmation Form were correct when published; the Company reserves the right to make alterations at any time and shall endeavour to inform the Customer of any such alterations. No right of cancellation shall arise in this event.

12. All rates in the Company's website are expressed either in £GBP or in Euros. All sums paid to the Company should be made via bank transfer to the UK bank account or Euro bank account nominated by the Company in the Booking Confirmation Form. All transfers shall be made net of bank charges and exchange commissions, any shortfall being a debt owed by the Customer to be paid either when paying any balance or at the commencement of the rental period, in cash to the Company or any nominee of the Company. Bank transfers from non-Euro / £GBP destinations, should ensure remittance of funds in Euros within the timescales set out in the Booking Confirmation Form, which stipulates the £GBP or Euro amount to be paid by the Customer.

13. Between 45 and 60 days prior to arrival at the property or taking delivery of the extra activity booked by the Customer, the Customer shall pay the full amount of the security deposit specified in the Booking Confirmation Form and in the House Rules ("the Security Deposit") to the Company or person/s nominated by the Company, who shall be entitled to hold the same as security for the performance by the Customer of his obligations under these conditions and the House Rules. The Security Deposit shall be paid in Euros by direct bank transfer into a bank nominated by the Company in the Booking Confirmation Form. The Customer will be required to sign and hand to the Company a copy of the Booking Confirmation Form, as sent by the Company. The Company may also require the Customer to sign an inventory schedule, listing some or all of the contents and fittings contained in the property. The Security Deposit will be refunded to the Customer within 10 working days of the completion of the Customer's vacation as provided in the Booking Confirmation Form. All Customers will be paid by bank transfer in the appropriate currency or as specifically agreed with the Customer. The Company will make discretionary deductions from the security deposit for any breakage or damage to the villa or its contents including decorative items, fittings, fixtures, furniture, structures, gardens, and all other items listed in the schedule of inventory or in some cases, for amounts that might be overdue by the Customer to the Company in pursuance of the terms of this agreement. The balance of the security deposit after such deductions will be duly remitted to the customer by bank transfer, as set out in this clause.

14. During the booked holiday period, the Customer undertakes:

- (a) That the number of people occupying the property will not exceed the maximum stated for the property in the description of the property in the official and other websites used for advertisement of the property;
- (b) That the property will be used solely for the purpose of a holiday by the Customer and his party;



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- (c) To allow the Company or his representatives' access to the property at any reasonable time during the period booked;
- (d) To keep the property and all furniture, utensils, equipment, fixtures and fittings in or on the property in the same state of repair and condition as at the commencement of the booking and to ensure that at the end of the period booked, the Property is left in the same state of order and cleanliness in which it was found.
- (e) To report as soon as possible to the Company or the person/s nominated by the Company any breakages or damage caused by the Customer during the period booked and to reimburse the Company with the cost of replacement;
- (f) To notify all other members of the Customer's party of these conditions; and
- (g) To arrive between 3 pm. and 7 pm. on the day of commencement of the booking and to vacate the property by 10 am on the final day of the booking unless otherwise agreed IN ADVANCE with the Company.

If the Customer arrives at the villa after 7.00 pm, causing the Company to incur any additional expenditure whatsoever in the pursuance of its obligations under the terms of this agreement, then the Company will have the right to make such deductions as necessary from the security deposit to cover such additional expenditure. In addition, If during the course of the holiday, there are any Stand-by or call-out charges resulting from incidents that lie outside the purview of the Company's obligations under the terms of this agreement, these charges shall be deducted from the security deposit after due notice is given to the Customer prior to any such deduction being made.

15. If condition 14 (a) above is infringed, an automatic surcharge of an amount equal to twice the Security Deposit will become immediately payable to the Company and or the number of occupiers exceeding the maximum number agreed, will be asked to leave. If any such surcharge is made or any occupier does not leave when asked to do so, all occupiers will be asked to leave, the booking shall be immediately cancelled and no refunds of any kind shall be paid to the Customer.

16. If the Customer shall fail to perform any obligation of his contained herein, the Company shall be entitled to deduct the full cost of any damage thereby caused from the Security Deposit.

17. All extra costs which are incurred by the Company owing to damage to contents, fixtures, fittings and infrastructure after Customer arrival at the property or arising during the stay, shall be reimbursed to the Company or person/s nominated by the Company in cash or by bank transfer, contingent upon the Company supplying suitable cost estimates to the Customer no later than the scheduled checkout day or before the due date for the refund of the Security Deposit becomes due. The Company shall otherwise be entitled to withhold all or any part of the Security Deposit and make further recovery claims upon the Customer, should the amount of the total claim exceed the amount of the security deposit held by the Company.

18. At the end of the letting / holiday, the Customer and the Company (or their representative(s) shall be obliged to complete the checkout form. Signature of the form shall bring the letting to an end and shall be conclusive evidence of the circumstances of termination. Neither party, nor the Company, shall have any claim against any other unless the same is noted on such form. If the Customer has suffered



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damage or considers the services rendered unsatisfactory, he shall detail his complaints including the value thereof in the space provided in the checkout form. Requests for compensation from the Company shall be communicated by registered post and by fax within 10 working days of the end of the letting / holiday.

19. The Company accepts no liability towards the Customer for any loss, damage or injury howsoever caused to the Customer or to the Customer's personal property, personal injury arising directly out of negligence or wilful default in the performance of their obligations hereunder only being excepted from this disclaimer.

20. The Customer is responsible to be present either at the property or designated meeting point to enable the service providers or agents of the Company to carry out their obligations and affect delivery of services in accordance with the stipulations set out in the Booking Confirmation Form. The Company will seek compensation from the Customer to reimburse service providers for any loss they shall incur due to the non-performance or non-compliance by the Customer of his obligations under this agreement. It is incumbent upon the Company to ensure that services scheduled and agreed in the Booking Confirmation Form are satisfactorily delivered by its service providers to the best of their ability and that should there be non-compliance by any service provider, then the Company shall be held liable to reimburse the Customer the full cost of the service extra purchased but not delivered, within 10 working days of the end of the holiday by bank transfer to the Customer's nominated bank account. The Company will not be liable for any further compensation whatsoever in this regard.

21. Notices hereunder shall only be valid if given in writing and sent by recorded delivery or international equivalent. The Customer acknowledges that he has not relied on any representation or warranty concerning the property booked other than as set out in writing in these conditions, the Booking Confirmation Form, and the descriptive website containing details of such property and the House Rules. Such documents constitute the entirety of the contract between the parties. These booking conditions shall be governed by and construed in accordance with English law.

22. Under the terms of this agreement, the customer is required to purchase travel, health / holiday insurance to cover their vacation that would provide sufficient financial compensation in case of theft, accidental injury or any activity that would require payment to local hospitals, clinics or health care centres. In the event of mishap, the customer is advised to produce the insurance documentation to the appropriate authorities. The company, its suppliers, partners, services providers and homeowner clients will, under no circumstances be held liable in the event of injury, accident, ill-health, death to any person in the guest list brought on by negligence of the customer or due to lack of failure of the customer to read and acknowledge these instructions. The Customer shall be required to provide an insurance disclaimer to the company to conclude the reservations process without which will render this agreement, the House Rules and the Booking Confirmation Voucher void. Any costs that do arise as a result of the above mentioned negligence shall be borne entirely by the customer.

23. It is essential that when using equipment provided at the accommodation, including kitchen electrical gadgets, electrical devices such as electrical irons and other white goods, the customer shall read the instructions where provided and shall not under any circumstances seek to voluntarily repair or re-constitute any of the above mentioned in any way. The company or its homeowner client shall not be held



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liable for any damages due to personal injury, loss of life or limb or ill health that shall result from negligence or disregard for these conditions. Any costs that do arise as a result of the above mentioned negligence shall be borne entirely by the customer.

24. It is essential that when using equipment provided at the accommodation, including sporting equipment, exercise machines, mountain bikes, bicycles, canoes, paddle boats, bouncy castles, surfing equipment, snorkelling gear, ski equipment or any such tools provided at the holiday accommodation, that the customer shall read the instructions where provided, and shall not under any circumstances seek to voluntarily repair or re-constitute any of the above mentioned in any way. The company or its homeowner client shall not be held liable for any damages due to personal injury, loss of life or limb or ill health that shall result from negligence or disregard for these conditions. Any costs that do arise as a result of the above mentioned negligence shall be borne entirely by the customer.

25. Notices hereunder shall only be valid if given in writing and sent by recorded delivery or international equivalent. The Customer acknowledges that he has not relied on any representation or warranty concerning the property booked other than as set out in writing in these conditions, the Booking Confirmation Form, and the descriptive website containing details of such property and the House Rules. Such documents constitute the entirety of the contract between the parties. These booking conditions shall be governed by and construed in accordance with English law.