

### **Quinta Sao Jose Booking Terms and Conditions:**

Across this website and in the terms and conditions of the booking, use of the words “we”, “us”, “our” refers to the owners of Quinta Sao Jose, (“the property”/ “the house”/“the villa”). The Quinta Sao Jose property refers to the house, gardens, swimming pool, fixtures, fittings and equipment provided for use at the property.

In the booking conditions, “you” and “your” means all persons named on the booking, (including anyone who is added or substituted at a later date).

We do not sell or offer travel “packages” or act as an “organiser” of packages within the meaning of Package Travel Holidays, and Package Tour Regulations do not apply to any booking you make.

**The holiday price:** Once a contract comes into existence, the price will not change. The price is payable in accordance with the booking procedures detailed on our website. The price will not change after confirmation.

We reserve the right to amend prices during the year and correct errors in website prices when we become aware of them. (This does not affect existing contracts).

**Making a booking:** Initial enquiries should be sent to us by email, (see the “Contact us” page of this website for the information required). Prior to accepting a booking, we encourage the person confirming the booking to contact us by telephone to provide an opportunity for any additional questions to be asked.

Once you are ready to make a booking, we will send you a booking form by email which must be completed, signed and returned to us by email. Once we have received your completed booking form and all the appropriate payments, we will send you a confirmation document.

**Payment:** In order to confirm your booking, a deposit of 30% of the total rental must be paid at the time of booking. Payment can be made by electronic Bank to Bank transfer. The deposit is not refundable. The balance of payment for the rental will fall due 64 days prior to your arrival at the property and should be paid by electronic bank transfer. If we do not receive all payments due in full and on time, we reserve the right to treat your booking as cancelled by you.

**Changes:** Should you wish to make any changes to your confirmed booking, you must inform us as soon as possible. We will do our best to make the changes but we cannot guarantee that we will be able to meet any requests. If the requirements of change cannot be met, your booking will be treated as cancelled by you, and you will have to pay our normal cancellation charges.

**Cancellation:** Should you have to cancel your booking, you must advise us in writing immediately. Your notice of cancellation will only be effective when it is received in writing by us. The amount of the cancellation charge is determined by the date that you notify us of your cancellation. Cancellation of a booking, even if the original booking is substituted by a revised booking results in the following charges that must be paid: Cancellation of the booking 64 days or more before the start of the rental period results in a 30% cancellation fee. Cancellation of a booking made 63 to 43 days before the start of the booked rental period results in a cancellation charge amounting to 60% of the total rent. Cancellation of a booking that occurs 42 to 29 days before the start of the booked rental period results in an 80% cancellation charge. If a booking is cancelled 29 to 0 days prior to the start of the rental period, then the cancellation fee will equate to 100% of the total rent.

**Arrival and Departure:** Access to the property is usually possible by 3 p.m local time on the first day of rental, however cleaners may still be working at this time and so we ask that guests show understanding and allow them to finish preparing the property. The property must be vacated by 11 a.m. on the day of departure. Please advise us of your approximate arrival time at the property and

departure time once your flights are confirmed. No refunds will be due if you are unable to arrive on the expected day or if you make an early departure.

**Damages deposit:** A damages deposit must be paid prior to the start of the rental period. This will be refunded at the end of the rental period unless there are any damages that become apparent or items found missing after checking the property. The amount of your damages deposit will not limit the amount of your liability for damage or destruction to the property caused by you or your party, nor will it limit your liability if any loss from the property is found to have occurred during your stay.

**Behaviour:** Signing the booking contract makes you responsible for the correct and decent behaviour of your party. Consideration should also be given to neighbours and other people. If in our reasonable opinion it is considered that you or a member of your party is behaving or has behaved in a way that is considered dangerous or results in upset and distress to a third party, or damage to the property, we are entitled without prior notice to terminate the rental period. If such a situation arises, no reimbursement will be available.

You must ensure that the property and all household items and equipment are treated with care and left in the same good condition as they are found. All damages or breakages must be reported as soon as possible. You shall be liable for any losses, breakages or damage caused to the property and its contents.

**Accommodation:** The property is booked exclusively for those people named on the booking form and no other persons are permitted to stay there unless this has been agreed with us in writing. No refund will be due in the event that the occupancy consists of fewer people than originally booked. No pets are allowed.

It is important that you are aware that the property is a private house and is not a tourist hotel or residence. Items such as dishes, cutlery, bedding and towels are all provided. Furnishing reflect the taste of the owner and the architecture reflects the style and culture of the surrounding area. Please avoid using all the heavy duty electric appliances at the same time in summer months as this can cause temporary cut off of the electricity supply. We reserve the right to have access to the property for essential maintenance in the unlikely event that a problem arises and would appreciate your patience if an unexpected problem arises.

**Cleaning:** The property will be handed over to you clean, tidy and in good order. The cleaning of the cooking facilities, crockery, cutlery and kitchen equipment is your responsibility.

**Complaints and Problems:** If any unforeseen problems arise or you have cause for complaint during the rental period, please inform us as soon as possible and give us the necessary time to resolve the problem. The sooner any notification of a problem is received, the sooner it will be possible to resolve it.

**Responsibility:** The descriptions appearing on our website are accurate and have been prepared in good faith. Small modifications may be made from time to time but these will not adversely impact on the facilities offered for rental. The photographs on our website are intended to give a good general overall impression of the standard of the property, but by the time you arrive some items of furniture may have been removed or re-positioned in a different room, or the colour of furnishings may have changed following redecoration. We do not accept liability for travel expenses, alternative accommodation or other expenses that may be incurred. We accept responsibility to ensure the property is supplied as confirmed. We cannot accept responsibility for breakdown of mechanical equipment or any interruption in services such as electricity.

**Liability:** We do not accept any responsibility or liability for acts of a third party which may disrupt or prevent a booking. The booking contract exists between us and you and is limited to the rental property. No liability can be accepted by us for any injury, illness, death, loss or damage to you or a member of your party arising out of or in connection with the use of the rental property, swimming

pool gardens or sport facilities. The use of these facilities is at your own risk. We will not be liable for any loss, damage or injury as a result of burglary.

**Force majeure:** No liability can be accepted by us where the contract is affected by “force majeure”. In the context of these conditions, “force majeure” is any event that we could not, even with due care, foresee or avoid. These events include but are not limited to war, threat of war, riot, civil commotion or strife, hostilities, industrial dispute, natural disaster, fire, acts of God, terrorist activity, adverse weather, government action, technical problems with transportation or other events outside our control.