

All rentals are subject to the following Terms and Conditions

1. Praia Village, Apartment J, Vilamoura Portugal ("the Property") is offered for holiday rental subject to confirmation by Mark Gibson and Kerree Gibson ("the Owners") to the renter ("the Client").
2. To reserve the Property, the Client should complete and sign the booking form and return it together with payment of the initial non-refundable deposit (25%). Following receipt of the booking form and deposit, the owners will send a confirmation of booking detailing payments received and outstanding amounts. This is the formal acceptance of the booking.
3. The balance of the rent is payable not less than eight weeks before the start of the rental period. If payment is not received by the due date, the owners reserve the right to give notice in writing by post or email that the reservation is cancelled. The Client will remain liable to pay the balance of the rent unless the owners are able to re-let the Property. In this event, clause 5 of these booking conditions will apply. Reservations made within eight weeks of the start of the rental period require full payment at the time of booking. An additional security indemnity of £150 (or €175) is required with the balance. This is refunded in full by bank transfer or cheque within 14 days of your departure date provided the keys are returned, subject to there being no damage or breakage and no excess cleaning required. The Client is responsible for all bank charges to and from all accounts.
4. Any chargeable expenses arising during the rental period will be invoiced separately.
5. Subject to clauses 2 and 3 above, in the event of a cancellation, refunds of amounts paid will be made if the owners are able to re-let the Property, and any expenses or losses incurred in so doing will be deducted from the refundable amount.
6. We recommend the Client should have a comprehensive travel insurance policy (including cancellation cover) and to have full cover for the party's personal belongings which should include theft, loss and damage, public liability, medical emergencies and transportation delays etc. since these are not covered by the owners insurance. You are also advised to obtain European Health Insurance Card (EHIC) which enables UK residents to obtain emergency medical treatment in Portugal. This does **NOT** cover all medical procedures so charges may still apply.
7. The term of the rental is as agreed by the Owner and shall be confirmed in writing at the time of booking confirmation. **The rental period shall commence at 2.00 pm on the first day and finish at 11.00 am on the last day.** The owners shall not be obliged to offer the accommodation before the time stated and the Client shall not be entitled to remain in occupation after the time stated. If the Client does try and stay then a full day's rental will be deducted from the security indemnity. **All entries after 8:00pm will carry a €15 fee to cover an out of hour's service provide by the owners payable to the representative.**
8. The maximum number to reside in the Property must not exceed 6 without the owners' written consent.
9. The Client agrees to be a considerate tenant and to take good care of the Property and to leave it in a clean and tidy condition at the end of the rental period. It is a condition of any booking that you are responsible for any damage to the property, loss of keys (including locking yourself out) or its contents during your stay, and that you agree to pay for any

such damage. Any additional charges to be deducted from the security indemnity.

10. The Client agrees not to act in any way that would cause disturbance to those residents in neighbouring properties. Any persons in the party who have caused / are causing damage, distress, danger, annoyance, nuisance or disturbance to any neighbours or other residents in the vicinity are liable to be asked to leave or be evicted. Such action will not entitle the client or any of their party to a refund of any monies.
11. The Client shall report to the owner's agent without delay any defects in the Property or breakdown in the equipment, plant, machinery or appliances in the Property, and arrangements for repair and/or replacement will be made as soon as possible.
12. The owners shall not be liable to the Client:
 - a) For any temporary defect or stoppage in the supply of public services to the Property, nor in respect of any equipment, plant, machinery or appliances in the Property, garden or swimming pool.
 - b) For any loss, damage or injury which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of the owners.
 - c) For any loss, damage or inconvenience caused to or suffered by the Client if the Property shall be destroyed or substantially damaged before the start of the rental period and in any such event, the owners shall, within seven days of notification to the Client, refund to the Client all sums previously paid in respect of the rental period.
13. Under no circumstances shall the owners' liability to the Client exceed the amount paid to the owners for the rental period.
14. SUBLETTING. The accommodation is reserved exclusively for the people named on the booking form and no other persons whatsoever are permitted to stay there unless this has been agreed with the owners in advance. The Management Company may evict or request to leave, any persons not authorised to stay in the property.
15. We respectively request that guests do not smoke inside the apartment at all. The Management Company may evict or request to leave any persons found doing so in the property.

Please Note. This contract covers accommodation only. It does not cover flights, insurance, car-hire, airport transfers or food.

This contract shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England. Any proceedings arising out of or in connection with this contract may be brought in any court of competent jurisdiction in England.