



Prime Algarve Rentals Ltd: TERMS & CONDITIONS OF HOLIDAY RENTAL

HOLIDAY RENTAL CONTRACT

Please read the terms and conditions of rental contract before signing the booking form contract of holiday rental. You are entering into a binding contract with the Owner of the holiday property you are intending to book. By signing the booking form you have legally accepted the Terms & Conditions of rental below. Upon the Agent issuing a holiday confirmation advice for the property to the Holidaymaker as Agent for the Property Owner, a legally binding contract shall exist between the Holidaymaker & the Property Owner subject to the following booking conditions.

Agent : Prime Algarve Rentals Ltd (Registered address: Unit 12, Fenlake Road Industrial Estate, Fenlake Road, BEDFORD MK42 0HB

Owners : the legal Owners or other persons for the time being entitled to the Property or its rental income.

Customer : the person reserving the Property for the Period.

Property : the property specified in the Booking Form.

Period : the period of time specified in the Booking Form for which the Customer is to occupy the Property for holiday purposes.

Booking Form : such form or document whether in written printed facsimile or electronic form produced by the Agent for the purpose of recording the particulars of the Customer, Property, Period and any other relevant or desired terms relating to the occupation of the Property for holiday purposes. (In these conditions words importing the singular shall include the plural and vice versa). Words importing one gender shall include any other gender. Where the Customer comprises more than one person the liability of all such Customers shall be joint and several. The Agent is declared and acknowledged to act purely as booking Agent for Owners & no liability shall attach to the Agent, their officers or employees for any breach of non performance of any obligation on the part of the Owners . The person who signs the Booking Form on behalf of the Customer warrants that he has full authority and power to sign it and to accept these terms and conditions on behalf of himself and any other persons comprising the Customer. The definition of the Property shall include a reference to any alternative property substituted for it if the context so requires the headings of the clauses and conditions shall not affect their interpretation.

Booking Agent : Prime Algarve Rentals Ltd arranges bookings of holiday properties as Agent for holidaymakers (The Customer). The Agent does not own or manage the property in any way and use of the property is subject to the terms of the Owners of each property. Upon the Agent issuing a holiday confirmation advice for the property to the Customer as Agent for the Owners, a legally binding contract shall exist between the Customer and the Property Owners subject to the following booking conditions.

Formation of Contract : The Contract is formed at the time when The Agent formally acknowledges in writing receipt of a booking form where the Customer has acknowledged acceptance of the Terms and Conditions as provided for on the Booking Form and confirms the booking in writing back to the Customer. (Please note that any automatic web response acknowledging that the Booking Form has been submitted is not deemed as confirmation of the booking). Payment by cheque is deemed received on clearance of such cheque and direct bank transfers on receipt of the payment into nominated bank account. Bookings cannot be accepted in any circumstances from persons under eighteen years of age and in some properties, this age limit may be higher. The Agent reserves the right to refuse any booking without providing reason for same.

Final Payment : In all of the cases, payment of the outstanding balance plus a returnable damage deposit (the amount for which differs according to the property being booked) must be paid 8 weeks before arrival. For bookings made within 8 weeks of departure, the full amount is payable on booking together with the specified returnable damage deposit. Neither the Owners nor the Agent shall be under any obligation to issue reminders for such balances due. Non payment of balance and damage deposit within the specified time period above shall entitle the owners or Agent to treat the reservation as cancelled by the Customer.

Cancellation & Forfeiture : If the customer cancels cancel the accommodation three months or more prior to the arrival date, The Agent will attempt to re-let the property for the period but no guarantee can be or is given as to the result and loss of payment(s) made may result. If the property is re-let at the full cost, then the Agent will refund the customer's deposit less an administrative fee of £75 for accommodation costing below £1500 in total or £150 for accommodation costing £1500 or above. If the customer cancels more than 12 weeks in advance, then 50% of the total cost of accommodation is charged. For cancellations received less than 12 weeks before arrival date, then 100% of the total accommodation is charged. All cancellations must be made in writing and sent to the Agent's

registered postal address.

During the period : The Customer shall not allow the property to be occupied by more persons (and where appropriate animals) than the maximum specified on the booking form. Any attempt or action of additional occupancy will result in automatic loss of the returnable damage deposit and possibly eviction without compensation. Should a Customer wish to increase the number staying in the booked accommodation after a booking form has been submitted, The Agent will try and accommodate this request providing that the maximum number of people (including children and babies) does not exceed the maximum occupancy at the property. If it is possible to accommodate additional people in the accommodation (again provided that the maximum occupancy levels are not exceeded) , then The Agent reserves the right to charge the Customer either an additional damage deposit and/or an additional fee to cover any increased costs that could be incurred such as electricity, cleaning, laundry.

The Owners and the Agent shall have the right to enter the property at all reasonable times during the day (save in the case of emergency) for the purposes of inspection and repair of the property and its equipment, fittings and contents. The Customer shall occupy the property for holiday purposes and no other.

Damage deposit: A returnable damage deposit (the amount depending on the property being booked) must be paid along with final payment for all bookings. This is held for a maximum of two weeks after departure from the property and refunded when the owner or their representative confirm that the property was left in good order subject to normal wear and tear. Refunds of damage deposits will be made by bank transfer regardless of the method of payment used to make the original booking. In the unlikely event of any serious damage we do not limit our claim to the damage deposit, and the signatory will be held responsible for all additional costs.

Customer obligations :

To pay for any losses or damage to the property, however cause (reasonable wear and tear excluded), unless the cost of making good such loss or damage can be recovered under any Householders insurance policy maintained by the Owner.

To keep the property and all furniture, fittings and effects, in or on the property, in the same state of repair and condition as the commencement of the Period, and to leave the property in the same state of cleanliness and general order in which it was found. The Owner will be entitled to retain all or part of the damage deposit and/or make an additional charge to the Customer if extra cleaning is made necessary as a result of the property being left in a dirty condition upon the Customer's departure. The owners or their agent cannot be held responsible for any personal injury, loss or damage sustained during your stay, however caused and strongly suggest that you have insurances in place to cover any losses, accidents, damage, injury, expense or inconvenience whether to person or property which may arise out of or in connection with the period. The owners, their agent or authorized representative reserve the right to visit the properties at any time and gain access to undertake essential maintenance or for inspection purposes. Tenancies normally commence at 3.00pm unless otherwise agreed, and guests are required to vacate the property by 10.00am on the day of departure. This allows the accommodation to be thoroughly cleaned and prepared for incoming guests. **Smoking and pets (the latter unless authorized in writing by the Agent) are not allowed inside any of the properties offered for rental.** Failure to comply will result in automatic loss of damage deposit and, if a continued breach occurs, the Agent and/or the Owner reserve the right to remove Customers from the property without compensation. Any additional costs incurred such as cleaning of furnishings to remove the smell of smoke or pet damage, will be borne by the Customer.

Departure : The property shall be vacated by no later than 10.00am on the last day of the period. The Customer shall be liable for any loss, claim, cost or expense arising from any failure on the part of the Customer to vacate the property in accordance with this condition.

Discrepancies : whilst the Agent and Owners take all reasonable steps to ensure the accuracy of the website and/or other marketing materials, no liability for errors or omissions is accepted. Distances and dimensions are approximate. Facilities may alter or be withdrawn. No liability shall attach to the Owners or the Agent for the consequences of the acts or omissions of persons or events outside their influences or control. In the event of any discrepancies between these booking conditions and the contents of the brochure/website these booking conditions shall prevail.

Complaints : All complaints made during the Period must be confirmed in writing to the Agent, within 7 days of the last day of the period. In the event of any problem arising on arrival or during the holiday, you should immediately bring this to our or the representative's attention. Contact details will be provided to you in advance of your holiday or on arrival. This will give us the chance to ensure your holiday is not spoilt and to enable any complaint to be investigated and an action considered, complaints must be taken up with the Agent immediately. The Agent shall refer any complaint they consider valid and justified to the relevant Owners. The responsibility for any necessary remedial action at all times shall remain with the Owners for whom the Agent acts only as Agent. If the Customer vacates the property prematurely as a result of any alleged dissatisfaction, or makes any claim upon return home from the property, and has not followed this procedure, then no liability for any subsequent claim will be accepted or correspondence entered into.

Alterations : A Customer wishing to alter a booking after the contract is formed shall forfeit the deposit paid on booking and any alteration shall be treated as a new booking and contract. Where a Customer has requested services in addition to the basic cost of occupation of the property for the Period and the cost of such services increases between the date of the booking and the start of the Period such increase cost shall be borne and paid by the Customer. If for reasons beyond the control of the Owners or Agent the property is not available for the Period the Agent will endeavour to offer alternative accommodation of a similar type and standard and at the same cost as that originally requested by the Customer. If the alternative accommodation is not acceptable to the Customer, or no

alternative accommodation can be offered, the Agent will refund in full all monies paid and be under no other liability.

Pets : Pets are only permitted by prior arrangement and confirmed in writing by The Agent. If a pet is taken to a property where pets are excluded, or the stated number/size of pets is exceeded, the Owner and the Agent are entitled to refuse entry and this will be treated as a cancellation by the Customer.

Amenities : The use of amenities where offered, such as swimming pools, tennis, fishing, golf etc. are entirely at the User's risk and the Agent/the Owner will not accept responsibility for loss or damage to the Customer's belongings, personal injury or loss of life. Availability of amenities cannot be guaranteed.

Holiday & Personal Insurances : Customers are strongly advised to take out holiday insurance to cover any eventualities that may result in you having to cancel your holiday. Equally, it is strongly suggested suggested that customers take out their own holiday insurance to cover any losses, accidents, damage, injury, expense or inconvenience whether to person or property which may arise out of or in connection with the period.

Jurisdiction : These terms and conditions shall be read and construed in accordance with the law of England and Wales and the parties hereby submit to such jurisdiction.

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