

# Guest Terms and Conditions

## 1. Your Contract

Holidays-Ericeira Real Estate is the commercial name of RJRI – The Ericeira Real Estate, and act as the managing agent for the owners of the properties offered on this web site.

## 2. How to Make a Reservation

In order for us to accept your booking, your party leader must read these conditions. The person who signs or ‘submits’ the booking form does so on behalf of all the members of the party and binds them jointly to these terms and conditions. When you ask us to confirm your booking, we will allocate you your chosen property and confirm your reservation.

## 3. Method of Payment

Payment can either be made by credit card, or bank transfer. If paying by bank transfer we will hold your selected property for 4 business days while you arrange payment. All card transactions are billed in EUR and converted to your local currency by the card issuer at their prevailing rate. We accept Visa, MasterCard, and American Express.

## 4. Initial Payment

At the time of your booking, you will be asked to pay an initial deposit of 50% of the total rental cost of the property. When you pay the first instalment, you confirm at the same time that you have read and accepted our general terms and conditions. Holidays-Ericeira Real Estate reserves the right to cancel the booking if the first instalment of 50% of the rent has not been received within 2 business days after the reservation is made.

## 5. Cancellation Policy

If a guest wishes to cancel his/her reservation, 50% of the reservation deposit will be refunded if notice of cancellation is 60 days before the check-in date, or earlier. If the reservation is cancelled within 60 days of the check-in date, the booking deposit will not be refunded. If you made the reservation and payment through a reservation website, the rules of cancelation of the website may prevail (example Airbnb).

The remaining 50% must be paid at the arrival.

A booking is considered cancelled on the day that Holidays-Ericeira Real Estate has received a written cancellation from the guest.

## 6. Insurance Requirements

Holiday and travel Insurance, including cancellation cover, is essential for your own protection and we strongly recommend that you and all members of your party be suitably insured. If you choose to travel without adequate holiday insurance, we will not be liable for any losses however arising in respect of which insurance cover would otherwise have been available.

## 7. Damage deposit / Damage Protection Insurance

We collect a security/damage deposit. This is to cover accidental damage that may occur in your property during your holiday. Should this occur you may be asked to cover the cost of damage locally. If the guest should cause damages that exceed the value of the deposit, he/she will be liable to pay the difference as soon as the exact value of the damages has been determined and Holidays – Ericeira Real Estate has informed him/her in writing about the difference.

Groups under the age of 25 may be subject to an additional damage deposit.

The guest must ensure that the property is returned in a presentable and tidy state including the washing of dishes, cutlery, and kitchen utensils etc.; emptying of the refrigerator, the freezer, and dust bins; cleaning the barbecue; and removing rubbish/trash. This is required even though the guest has paid a final cleaning or such a cleaning is already included in the rent. Holidays – Ericeira Real Estate reserves the right to deduct any additional cleaning costs from the security deposit if the guest should not leave the property in the above-mentioned state.

A generous allowance of water and electricity is included in the rental price; however, you will be charged for abuse of these services (leaving water on/hoses open and running them for long periods of time, leaving doors/windows open when using air conditioning/heating, etc.). Water and electricity readings are taken before and after every stay in every property.

The aforementioned is for standard bookings only. If you are renting a property to hold a function, in addition to the venue fee, we will also require an additional damage deposit.

## **8. Party Size**

At no time must any more persons occupy a property than stated on the booking form, except with prior written agreement. Property owners or their agents reserve the right to refuse admittance if this condition is not observed.

## **9. Property Standards**

We have carefully selected and inspected all the properties that we advertise and we endeavour to maintain high standards. However, if you have a problem during your holiday, immediately inform the local representative who will then endeavour to put things right. If you fail to do this we cannot accept responsibility, as we have not had the opportunity to investigate and rectify the problem. Although we will make every effort to deal with problems promptly, a reasonable amount of time should be allowed for repairs to be completed by outside contractors.

Although Holidays – Ericeira Real Estate carefully inspects and controls the holiday home before each single arrival, it could occur that a defect, fault or damage is detected. In such a case Holidays – Ericeira Real Estate Customer Services should be informed in writing by email to [holidays@ericeirarealestate](mailto:holidays@ericeirarealestate) within 24 hours after arrival.

Please note that we accept no liability for intermittent failure of public supplies or utilities such as water or electricity over which we have no control, nor of sewage systems, plumbing or mechanical equipment in villas, but shall use our best endeavours to arrange prompt repairs where possible.

Inevitably, items break or require maintenance, therefore please be aware that you may encounter maintenance staff and gardeners during your stay. Please also remember that these

are people's homes – please leave the villa in a reasonably clean and tidy condition, and remove all rubbish at the end of your stay. We reserve the right to charge for extra cleaning and rubbish removal if necessary, and to charge this to your credit or debit card.

#### **10. Check in / Check out times**

Your accommodation is available after 4pm on day of arrival and must be vacated by 11am on day of departure. The maid, gardener, pool man need this time to prepare the accommodation properly for incoming guests. Although you are not required to vacate your property before 11am please be aware that staff may arrive before this time.

#### **11. Change and Non Availability of accommodation**

On rare occasions it may be unavoidable to change your chosen villa because of circumstances beyond our or the owners control; we will endeavour to inform you of this asap and offer you either alternative accommodation of similar or superior standard, a refund if nothing is suitable or discuss other options. No further claim against the owner or the letting agent for any loss suffered will be considered.

#### **12. Liability**

Holidays – Ericeira Real Estate do not accept liability for any act or neglect on the part of the owners or any other person not within their employ or their control, nor for any accident, damage, loss, injury or expense, whether to person or property, which the tenants may suffer arising out of, or in any way connected with the letting. The owner and the letting agent also accepts no liability for loss of or damage to the tenants' possessions on the owners' property, force majeure or any other unpredictable events that Holidays – Ericeira Real Estate could not have prevented.

Should a gross defect or fault be detected in a holiday home, Holidays – Ericeira Real Estate will normally offer the tenant an equivalent holiday home of the same price level. Should the alternative holiday home be of a lower price, the price difference will be refunded. Should it not be possible to find a satisfactory solution due to a lack of available properties or due to the non-acceptance of the alternative holiday home by the tenant, the total rent or a part of the rent will be refunded according to the degree of liability determined by Holidays – Ericeira Real Estate

#### **13. Discounts**

Discounts are calculated based on the severity of the problem and are given at the discretion of Holidays – Ericeira Real Estate. Discounts for future stays are restricted to September through June with Christmas, New Years and Easter periods excluded.

#### **14. Events**

We do not allow any kind of events taken place at our properties.

#### **15. Accuracy**

We endeavour to ensure that all the information on our website is accurate, however occasionally changes and errors occur and we reserve the right to correct details in such

circumstances. We make every effort to make sure that descriptions, photographs of furniture and fittings etc. are accurate, however there may sometimes be changes we are unaware of, and therefore vary from our website copy and photographs. We accept no liability should a description or a photograph be inaccurate. If a particular facility offered in a property is essential to the booking of your holiday, please ensure that we are made aware of this prior to you completing the booking confirmation pages.

## **16. On Arrival**

Immediately upon arrival at your holiday home please familiarise yourself with the layout of the property and identify any potential hazards e.g. unexpected steps, slippery surfaces, pool depths etc.

## **17. Noise**

Some of our properties are in rural locations and as such there may be farmyard noises in the vicinity. Other properties might be located in residential areas, please remember that sound travels and noise should be kept to reasonable levels especially after 10pm. Roadworks and/or building work in close proximity to our properties may occur without any prior warning, this is understandably beyond our control ... we will though endeavour to inform you should we become aware of any such works.

## **18. Native Wildlife**

Some of our properties are in rural locations or surrounded by gardens, it is possible that you might encounter some of the local wildlife i.e mosquitoes, ants, cockroaches, native rodents – fruit rats etc. Unfortunately we cannot be held responsible for their presence or control, although we make every effort to eradicate pests.

## **19. Air Conditioning**

Air conditioning means units in at least 2 areas of the villa (for example, living room and bedroom). We accept no responsibility for the breakdown of these units under any circumstances although we will always endeavour to rectify the matter as soon as possible.

## **20. Pets**

Pets are welcome at some of our properties. Please ask.

## **21. Cleaning**

The maid service will be on your day of arrival and day of departure only. Most houses do have washing machines or, should you wish, additional cleaning & laundry can usually be arranged at an additional charge.

If you are unsatisfied with the cleaning standards, we require immediate written notice upon arrival at the villa. The cleaner will return within 24 hours to rectify and clean any aspect which may have been overlooked.

## **22. Data Protection**

We take your privacy seriously. By submitting any of our forms, we will just reply to you about your enquiry. You are not subscribing to a mailing list, nor will we give out or sell your information to anyone. We hate spam, we'd like you to trust us on this one!

### **23. Governing Law and Jurisdiction**

The validity, construction and performance of this Agreement shall be governed by Portuguese Law. The Applicants and the Tenants submit to the exclusive jurisdiction of portuguese courts.

### **24. Blue Pencil Test**

If any of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms and conditions are intended to be effective, then to the extent and within the jurisdiction which that term or condition is illegal, invalid or unenforceable, it shall be severed and deleted from that clause and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

### **25. Validity**

The stated terms and conditions are valid for rental agreements made between the tenant and the home owner through Holidays – Ericeira Real Estate who acts as an agent/intermediary. The conditions and the quoted prices stated on this website are valid, excluding misprints, from May 29 2018.