

GENERAL CONDITIONS OF ALGARVE RENTALS

1. General

1. These General Conditions apply to all bookings made via Algarve Rentals. If and in so far as a specific holiday accommodation is subject to provisions other than the provisions of these General Conditions, the other provisions shall prevail.
2. The tenant is expected to realise that the holiday accommodation is private property and is at all times required to conduct himself accordingly.
3. Under these general conditions, the rented accommodation is defined as the holiday accommodation rented by the tenant, if applicable including: parking space, garden, swimming pool, tennis court, other buildings and structures such as a guesthouse, inventory, tools and all (movable) items of property forming a part of the premises.
4. Under these general conditions, the tenant is defined as the person(s) entering into the rental agreement and/or the person(s) for or on behalf of whom the tenant enters into the rental agreement.

2. Reservations and payment

1. The landlord has the right to adjust quoted prices, with the proviso that the booking date and the commencement date of the booked/reserved rental period are separated by a period of 12 months or more.
2. The rental agreement takes effect as soon as the landlord receives the booking form (via the Internet) and confirms the booking in writing or after written confirmation of the booking by the landlord if the booking was made by telephone, subject to the resolutive condition that the owner informs the tenant within 24 hours after receipt of the booking form that rental during the period in question is, for whatever reason, not possible. If and in so far as this resolutive condition is invoked by the landlord and the tenant then incurs a loss, the landlord hereby disclaims all liability, unless the loss in question is incurred due to wilful recklessness or deliberate intent on the part of the landlord.
3. All confirmed bookings are final and cannot be cancelled. The Dutch Distance Selling Act, and in particular the reflection period stated therein, does not apply to trips booked via the Internet. In the aforesaid Act, an exception is made for the tourism sector on account of the specific nature of services provided, in accordance with the European Distance Selling Directive, which also makes an exception for services relating to lodging, transport, restaurant establishments and leisure activities.
4. Reservations run from Friday to Friday, unless stated and agreed otherwise.
5. Quoted rents are payable per week, unless specified or agreed otherwise.
6. The landlord will have had to receive a deposit from the tenant to the amount of 25% of the full rent by no later than 14 days after receipt of the confirmation, unless agreed otherwise between the tenant and the landlord.
7. The remaining 75% of the payable rent must be deposited into the bank account of the landlord by no later than 8 weeks prior to the stay, unless agreed otherwise between the tenant and the landlord.
8. If a booking is made 8 weeks or less prior to the stay, the full rent must be paid (by telephone transfer) as a lump sum.
9. The tenant will automatically be in default of payment if he fails in the timely payment of any amount owed by him, in which case the landlord will send the tenant a formal notice of default. If the amount owed has still not been received by the landlord within 7 days after the date of notice, the rental agreement will be considered to have been cancelled, in which case the landlord will be entitled to charge the tenant a cancellation fee as described in Article 5 of these General Conditions.
10. After payment of the rent in full, and approximately 3 weeks prior to the commencement of the rental period, the tenant will be sent the travel documents by post or e-mail, including a route description to the

holiday accommodation and the name and telephone number of the house manager. The house manager will hand over the key(s) and a copy the applicable arrangements and particulars to the tenant upon arrival.

3. Amendment by the tenant

1. Should the tenant wish to amend the rental agreement entered into, this will only be possible with the explicit approval of the landlord. The rental agreement cannot be amendment as from and within 4 weeks prior to arrival. The landlord is entitled charge a fee for changing an already made booking.
2. If the tenant changes his booking within 4 weeks prior to arrival, then the cancellation conditions referred to in Article 5 become applicable.

4. Amendment by the landlord

1. The landlord has the right to amend the rental agreement for compelling reasons due to which compliance with the rental agreement can not reasonably be demanded (for example due to the sale of the holiday accommodation or an unforeseen circumstance rendering the premises unfit for rental), as well as on account of circumstances of force majeure. Circumstances of farce majeure at any rate include war, strikes, natural disasters, exceptional weather conditions and demise of the owner. In such cases, the landlord will endeavour to offer the tenant another location comparable in quality and price, without falling short in compliance with his commitment. If no other location can be offered, the already paid rent will be reimbursed. The landlord disclaims all liability for any other and/or additional losses and/or losses due to delay, unless the loss in question is incurred due to wilful recklessness or deliberate intent on the part of the landlord.

5. Cancellation

1. If the tenant wishes to cancel the rental agreement, the rent will either be partially reimbursed by the landlord or not be reimbursed at all, depending on the term within which the cancellation was made. The tenant will in that case have to invoke his cancellation insurance.
2. All cancellations by the tenant must be made by e-mail (addressed to the landlord) and by telephone (to the house manager).
3. The landlord has the right to cancel the rental agreement if the tenant is in default and/or in all relevant cases referred to in these general conditions.
4. If a cancellation is made before the commencement of the term of 8 weeks prior to the stay, the tenant will be obliged to pay 50% of the total rent.
5. If a cancellation is made within the term of 8 weeks prior to the stay, the tenant will be obliged to pay the full amount of the rent.
6. If a cancellation is made before the end of the term of the stay, the full amount of the rent will remain payable.

6. Travel insurance and cancellation insurance

1. The tenant can take out a travel insurance and/or cancellation insurance via his insurance agent.

7. Additional costs

1. Unless stated otherwise, the rent includes water and electricity consumption to the extent that such consumption is in line with commonly accepted standards. In the case of long-term rental during the winter season, the rent does not include electricity consumption, which is then charged to the tenant on the basis of actual consumption. The tenant is in that case required to pay a deposit for electricity consumption prior to the commencement of the rental period.

8. Arrival and departure

1. The standard day and time of arrival is on Friday, after 3 pm, unless agreed otherwise between the landlord and the tenant. The standard day and time of departure is also on Friday, before 10 am, unless agreed otherwise between the landlord and the tenant.
2. If the tenant arrives or expects to arrive after 9 p.m. he will be required to inform the house manager accordingly, in which case he will be charged an expense fee of € 25.-, to be paid to the house manager there and then in cash.

9. Number of persons

1. The agreed number of persons using the holiday accommodation may not be exceeded, unless explicitly agreed with the landlord, in which case the landlord will be entitled to charge additional costs. If more than the agreed number of persons stay the night, the tenant will automatically be in default of compliance with his obligations under the rental agreement, in which case the tenant will also be liable for compensation.
2. The landlord and the tenant hereby set the loss incurred by the landlord due to noncompliance with the prohibition referred to under Paragraph 1 of this Article, at € 150.- per day for every person more than the agreed number of permitted persons. This provision constitutes a penalty clause and applies without prejudice to the landlord's right to demand compliance and/or (additional) compensation of whatever nature.
3. Rental to young people (18 to 26 years old) is only possible for the locations Conchas, Aveiros 10 and Aveiros 26, subject to a maximum of 4 persons per location and subject to payment of a deposit of € 500.-.

10. Final cleaning

1. The final cleaning is included in the rent, unless agreed otherwise. Prior to departure, the tenant is required to leave all outdoor spaces, including garden, (roof)terrace, balcony and kitchen, behind clean and tidy and to leave all towels and bed linen behind in the hall. Household waste, empty bottles, etc. must be deposited in waste containers in public streets, failing which the landlord or the owner will be entitled to partially retain the deposit on account of additional cleaning expenses.

11. Deposit

1. The payment of a deposit is required in all cases. The deposit will be reimbursed within 14 days after departure, subject to deduction of possible additional costs and/or compensation for possible losses caused by the tenant (for example cleaning costs, damaged items, repairs). The amount of the deposit is stated in the rental agreement.

12. Swimming pools (only applicable to Casa as Videiras and Praia dos Aveiros).

1. As a rule, the swimming pools can be used throughout the year. In respect of Videiras, the swimming pool can on request and against additional payment, be re-heated during the winter season or whenever deemed necessary.
2. Children younger than 14 may only use the swimming pool if accompanied by one or more adults and are required to always wear a life jacket while swimming. Neither the landlord or the owner can ever be held liable for accidents in or around the swimming pools.

13. Pets

1. As a rule, pets are not allowed, with the exception of specific cases in which explicit permission from the landlord or the owner is required.

14. Miscellaneous

1. Smoking in the holiday accommodation is prohibited.
3. In so far as a copy of the house rules is present in the accommodation, the tenant will be required to strictly comply with each of those house rules. Copies of the applicable house rules are present in the respective holiday accommodations. The house rules form an inextricable part of these general conditions and the rental agreement entered into between the user and the landlord or the owner.
4. Any tenant who causes such a nuisance as to seriously impede or possibly impede what the landlord or the house manager consider to be a normal, pleasant stay in the holiday accommodation, can be expelled from the premises by the house manager if the landlord cannot reasonably be expected to further comply with the rental agreement. All corresponding costs will in that case be charged to the tenant(s) in question if and in so far as the consequences of the nuisance can be attributed to him/them.

15. Indemnification

1. If the holiday accommodation sustains damage of whatever nature or to whatever extent as a result of or during the tenant's stay, the tenant will be obliged to compensate the owner for the damage in question as well as for all consequential losses.
2. The tenant indemnifies the landlord against all damages and losses sustained by third parties in a manner other than described in Paragraph 1 of this Article for which the landlord is held responsible and within the framework of which the landlord is found to be liable for compensation.

16. Liability

1. Save for in case of wilful recklessness or deliberate intent on the part of the landlord, the landlord disclaims all liability for damages or losses of whatever nature ensuing from and/or relating to the tenant's stay in the holiday accommodation.
2. If and in so far as the landlord is found to be liable for compensation, the amount of the then payable compensation will be limited to the amount of the rent, unless the damage or loss in question is sustained due to wilful recklessness or deliberate intent on the part of the landlord.
3. The landlord explicitly disclaims all liability for or relating to:
 - a) photographs, brochures and other promotional material published or issued by or under the responsibility of third parties;
 - b) obvious errors and/or shortcomings on the website or in other publications;
 - c) the functionality and use of Wi-Fi and Internet connections. The landlord cannot guarantee the functionality of such facilities present in the holiday accommodation. The absence or malfunctioning of Internet and Wi-Fi connections cannot be attributed to the landlord.
4. Any damage sustained by the holiday accommodation during the tenant's stay will be contributed to the tenant, unless the tenant is able to provide evidence to the contrary. The landlord hereby stipulates that the tenant will be obliged to compensate the landlord for all damages sustained by the holiday accommodation during the tenant's stay. The tenant is required to have a valid third party insurance and to submit a copy of the corresponding insurance policy to the landlord if so requested.
5. The landlord disclaims all liability for any loss ensuing from deviations within or on the premises and/or or local discomforts, unless those deviations and/or discomforts affect the essentials of the rental agreement, in which case the loss in question will be limited to the direct loss. Any form of consequential loss is explicitly excluded. Any liability on the part of the landlord is furthermore limited to the amount of the rent.
6. Building activities
The holiday accommodation rented by the tenant lies within an existing urbanisation, within which, in principle, no inconvenience is to be expected due to new construction developments. The landlord nevertheless disclaims all responsibility and liability for any inconvenience caused by or relating to

new construction initiatives, changed plans and renovations to the surrounding residences or premises. The landlord furthermore disclaims all liability for disruptions in, and the possible shortage of, electricity, gas and water supply.

17. Interest and collection costs

If the tenant fails to comply with any of his financial obligation towards the landlord, he will additionally be obliged to pay interest to the amount of 1% of the principal sum per month or part of the month. The tenant will furthermore be obliged to pay all extrajudicial collection costs, with a minimum of € 50.-.

18. Complaints

1. Complaints during the stay must be reported to the landlord or the house manager in writing or an other suitable form within 24 hours, so that fitting measures can be taken. If the complaint is not suitably addressed, the tenant will have to submit the complaint to the landlord in writing within 4 weeks after the tenant's return to his country of residence, stating all relevant details.
2. If the tenant does not comply with the term stated in Paragraph 1 of this Article, he loses his right to compensation, in so far as such a right to compensation exists.

19. Choice of law

1. All disputes with the landlord are subject to Dutch law. Notwithstanding the provisions of Article 17, all disputes can be presented to the authorised court.