

## ***Villa Rental Contract - Booking Terms & Conditions***

Your Villa Rental contract is with Ember Properties.

### ***Your Villa Rental contract.***

When you make a booking with us you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. Your contract with Ember Properties is made once one of the following steps have been completed:

- We have issued a confirmation invoice to you.
- When a booking is made within 8 weeks of departure, direct by telephone and paid in full and we give you a verbal confirmation.

Your contract with us will be governed by English Law and is subject to the jurisdiction of the English Courts at all times.

### ***Paying for your holiday.***

On making your booking a deposit of 25% must be paid. The balance of your holiday must be paid at least 30 days prior to your departure date. For bookings made within 8 weeks, you must pay the full amount of the holiday when you book.

### ***Your holiday price.***

The prices on the web site were accurate at the time it was last updated. We reserve the right to change prices during the holiday season. Please contact to us to obtain the latest prices for holidays. Once you have booked your holiday, the price will not change.

### ***If you change your booking.***

If, after our confirmation invoice has been issued, you wish to change your holiday arrangements in any way, for example your chosen departure date, we will do our utmost to accommodate these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge of £20.00, plus any costs we incur from our suppliers, in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made by you.

### ***If you cancel your holiday.***

Should you wish to cancel your holiday booking, written notification must be received from the lead name on our confirmation invoice as soon as possible. The following charges will apply from the date on which written notification is received by Ember Properties to compensate Ember Properties for its estimated losses and expenses.

- More than 10 weeks prior to departure – deposit only,
- 70 – 43 days prior to departure                      30% of the cost of your holiday
- 42 – 29 days prior to departure                      50% of the cost of your holiday
- 28 – 22 days prior to departure                      70% of the cost of your holiday
- 21 – 15 days prior to departure                      90% of the cost of your holiday
- 14 – 0 days prior to departure                      100% of the cost of your holiday

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

***If we change or cancel your holiday.***

It is unlikely that we will have to make any changes to your holiday arrangements, however we do start planning arrangements many months in advance. Occasionally, we may have to make changes and correct errors and other details both before and after bookings have been confirmed. In the event of minor alterations, we will do our best to notify you before your holiday. If a significant change or cancellation has to be made to your holiday arrangements we will notify you as soon as possible. You may then:

- Accept the changed arrangements.
- Take an alternative holiday subject to availability. If the alternative is of a lower price than that originally booked the difference (if already paid by you) will be refunded. If the alternative is more expensive you will have to pay the difference.
- Cancel your booking completely, in which case we will refund you all monies paid by you.

In addition Ember Properties will pay compensation as follows.

- |  |               |
|--|---------------|
| ▪ More than 56 days prior to departure | £0 per adult  |
| ▪ 56 – 43 days prior to departure      | £10 per adult |
| ▪ 42 – 29 days prior to departure      | £20 per adult |
| ▪ 28 – 15 days prior to departure      | £30 per adult |
| ▪ 14 – 0 days prior to departure       | £40 per adult |

Note: if the substituted holiday is of a lower price than the one originally booked, we will also refund the price difference. If the substitute holiday is of a higher price we will deduct the price difference from the compensation payable.

***IMPORTANT NOTE: Compensation arrangements do not apply to circumstances beyond our control. We can cancel your holiday in the following circumstances: war, threat of war, riots, civil strikes or terrorist activity, industrial disputes, natural or nuclear disasters, fire, airport closures, bad weather conditions and similar events beyond our control.***

***Your flight arrangements.***

Transport on an aircraft is subject to the conditions of carriage of the company providing your transport. These may limit or exclude the carrier's liability to you, and limit compensation, under international conventions (such as the Warsaw convention, which concerns loss of baggage). By its contract with you Ember Properties does not enter into an agreement for carriage by air. Please note that the Civil Aviation Authority regulations allow all scheduled/charter flight times and details to be changed at any time by the airline or operator without prior notice. Ember Properties cannot be held responsible for these changes. Timings of flights given at the time of booking are provided for guidance purposes only. Check-in at all airports is usually at least 2 hours before take off. The airline may refuse check-in if you arrive late which may result in full cancellation charges being levied. Any additional costs incurred in assisting you to holiday in such circumstances will be your responsibility.

### ***Your accommodation.***

Casa do Cerro is reserved exclusively for the people named on the confirmation invoice and no other persons are permitted to stay at the accommodation unless this has been agreed with us in writing and appropriate payments made (if applicable). Should you or any member of your party be responsible for any breakages, loss or damage of any item of the property or additional cleaning has been necessary, a charge will be made locally or an invoice will be sent to you on your return to the UK. This will be deducted from your deposit where applicable. At all times during your holiday, you are expected to have consideration for your fellow holidaymakers and other third parties. If, in the opinion of ourselves, the local representative, accommodation owner or other person in authority you are, or appear to be, behaving in such a way to cause danger, distress or damage to the property, either the supplier or ourselves may terminate your holiday arrangements. In this event we will have no further liability to you and will not be responsible for any expenses you incur, any refund or any compensation. In addition you will be responsible for any additional expenses we may incur as a result of your behaviour.

### ***Special Requests.***

If you have a special request that does not form part of the arrangements described on our website please inform us in writing. We will do our best to comply but cannot guarantee to do so and it will not form part of our contracted obligations. We regret that we are unable to advise prior to departure if special requests cannot be met. Special requests made after your booking date must be confirmed in writing within seven days of the request. We will make every effort to accommodate your request and inform our local agent, however we cannot guarantee that special requests will be provided and recommend that you repeat your request to the local agent at the appropriate time.

### ***Holiday insurance***

Adequate travel insurance is essential whilst travelling or on holiday outside of the United Kingdom. Ember Properties strongly recommends that you possess adequate and sufficient travel insurance cover for you and your party prior to departure. Travel insurance is **not** provided as a part of this contract.

### ***Our liability to you.***

We accept responsibility for ensuring that your holiday arrangements, which you book with us, are supplied as described on our website. If any part of your holiday arrangements is not provided as promised, we will pay you appropriate compensation if this has affected the enjoyment of your holiday arrangements. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where they lead to death, injury or illness. Our liability in all cases shall be limited to a maximum of twice the costs of your holiday arrangements. We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, our suppliers and subcontractors, whilst acting within the scope of, or in the course of their employment in the provision of your holiday arrangements. We will accordingly pay to you such damages as might have been awarded in such circumstances under English Law. However we will not accept responsibility for any of the following circumstances,

- Events listed under ***“Important note” on page 2.***
- If you or any member of your party is at fault.
- If the fault is of someone else not connected with providing the services, which make up the holiday, which we have confirmed, to you.
- Any unusual or unexpected circumstances beyond our control, which we could not have avoided even if we had used all possible care.
- Any event, which the supplier or we could not help or prevent.
- Ember Properties shall be under no liability to you or any member of your party or to any other person or company in respect of consequential loss or damage however caused.

***Personal injury unconnected with your booked holiday arrangements.***

In the event of you, or any member of your party suffer death, illness or injury whilst overseas arising from an activity, which does not form part of your booked holiday arrangements with Ember Properties, we will offer guidance, advice and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings and within 90 days of the incident. Our consent will be given subject to you undertaking to assign any costs, or benefits received under any relevant insurance policy, to us. We limit the cost of our assistance to you or any member of your party to £3000. All baggage and personal possessions remain at all times and in all circumstances at your own risk.

***If you have a complaint.***

If you have cause for complaint whilst on holiday, this must be brought to the attention of Ember Properties representative/local agent or the villa management company immediately so that action can be taken to rectify the problem. Should the representative/local agent or villa management company be unable to resolve the matter in resort, details of the complaint must be notified to Ember Properties in writing within 28 days of the end of your holiday. Except in cases of personal injury, we will not consider any claims received outside this period.

***Passports, visas and health certificates etc.***

Various requirements as to documentation differ from country to country and from time to time. You are advised to make your own enquiries and to be responsible for ensuring that you have all the correct documentation for your chosen country or resort.

***PLEASE DOUBLE CHECK THAT YOUR PASSPORT IS IN ORDER!***

***Data Protection Policy.***

In order to process your booking and to ensure that your holiday arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your arrangements such as, villa management companies/villa owners, etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law. We will not however, pass any information onto any person not responsible for part of your holiday arrangements. This applies to any sensitive information that you give to us such as details of disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making your booking, you consent to this information being passed on to the relevant persons).

Your data controller is: Ember Properties.