

**Bed & Breakfast Cas al Cubo**  
**C.P. 1190-Z**  
**Santa Catarina da Fonte do Bispo**  
**8800-167 TAVIRA**  
**Portugal**

## **General**

These general reservation and rental conditions are part of the agreement between you (hereinafter called the guest) and us (hereinafter referred to as B&B Cas al Cubo). By submitting the required deposit the guest agrees to the terms below.

## **Reservations**

The guest can book, via Internet, email or phone. B&B Cas al Cubo will confirm the reservation by e-mail. Upon receipt of confirmation, the guest will do a down payment within 7 days after the confirmation of the reservation on the account of B&B Cas al Cubo. After transfer of the deposit, the reservation is binding. The confirmation and these conditions together are the rental agreement.

## **Payment**

A deposit of 50% of the total rent must be made within 7 days after date of confirmation to be paid to B&B Cas al Cubo, unless otherwise stated. When the payment date is exceeded, B&B Cas al Cubo has the right to consider the reservation as dissolved and to release the accommodation again for rental. Final payment of the rent should take place at the latest 4 weeks before arrival at B&B Cas al Cubo.

## **Cancellation**

Cancellation is only possible in writing. In case of cancellation, the guest will be charged the following amounts.

- Until 42 days before the date of commencement of the rental period: 50% of the rent.
- From 42 days before the date of commencement of the rental period: 100% of the rent.

If B&B Cas al Cubo, due to circumstances (including force majeure) is forced to cancel the rental, the guest will be notified in writing. The rent that is already paid will be refunded. The guest has no more and rights than the refund of the amount already paid.

## **Included in the rent**

The rent includes breakfast, normal use of electricity and water and regular cleaning of bed and bathroom linen. Your room is cleaned every other day. The guests declare that the accommodation will be used in a neat way and to leave it in an undamaged state at departure.

## **Additional costs**

For failure to use or leave the accommodation in a neat way € 30,00 will be charged as an extra cleaning fee. In case of abnormal use of electricity and / or water, an additional amount of € 10,00 per day will be charged. Under 'normal use of electricity and water' is understood the use of equipment in the chambers considering the rules made available to the guests by the hostesses.

## Arrival and departure

On the day of arrival the accommodation can be used from 16:00pm, unless agreed otherwise. On the day of departure the accommodation must be vacated by 11:00am.

Exceptions to this rule can be discussed in individual cases. A late arrival or early departure gives the tenant no right to a refund of the rent or part thereof.

## Use and liability

The guest is not allowed to have more people sleep in the accommodation than the number specified in the reservation unless otherwise agreed by B&B Cas al Cubo.

The guest declares to take good care of the property during the rental period and is liable for any damage caused during the stay. Any damage caused by act or omission of the guest shall be settled immediately. Emergencies and damages have to be reported to B&B Cas al Cubo immediately. The guest will also be liable for unreported damages.

B&B Cas al Cubo is not liable for defects and functioning of technical installations and equipment. Repair or replacement does not entitle the guest to the reimbursement of (part of) the rent. B&B Cas al Cubo will ensure that repair or replacement will take place as quickly as possible.

Smoking is not allowed. If guests smoke indoors, € 300,-- will be charged to the guest for cleaning the room.

Manuals and documentation, provided to guests in the accommodation by B&B Cas al Cubo have been made available as a service to the guest and belong to the household.

B&B Cas al Cubo cannot be held liable for personal injury or damage, theft or loss of property of the guest. B&B Cas al Cubo is not liable for any damages the guests and his companions suffer from any cause related to the accommodation.

- 1) B&B Cas al Cubo assumes no liability for:
  - a) Theft, loss or damage of any kind during or following a stay at B&B Cas al Cubo.
  - b) Break down or disabling of technical equipment and failure or closure of facilities in B&B Cas al Cubo. This also applies to the effects of external weather conditions or other force majeure, unless there is gross negligence or intent on the part of B&B Cas al Cubo.
- 2) The tenant and the person accompanying him or her are jointly and personally liable for any loss and / or damage to B&B Cas al Cubo and/or any third party as a direct or indirect result of their stay, whether caused by acts or omissions by themselves or by third parties who are in B&B Cas al Cubo due to their actions. This is the same for any damage caused by any animal and/or property which finds itself at B&B Cas al Cubo as a result of their stay.
- 3) Pets are not allowed unless otherwise agreed with B&B Cas al Cubo.
- 4) If any tenant experiences hindrance from another tenant and notifies B&B Cas al Cubo thereof, B&B Cas al Cubo is committed to take appropriate action.
- 5) Any liability of B&B Cas al Cubo is limited to the amount paid under the applicable liability insurance B&B Cas al Cubo. The liability of B&B Cas al Cubo is limited to a maximum of € 150.000,-- per event.

### Collection costs

Invoices to B&B Cas al Cubo must be paid by the tenant within 7 days of date. After this period the tenant is legally in default and B&B Cas al Cubo will charge a statutory rate of 1% per month, starting from the due date of the invoice. The costs incurred by B&B Cas al Cubo and actions related to the payment of the invoice, shall be borne by the tenant.

The extrajudicial costs are 15% on the outstanding amount (the bill) including interest, with a minimum of € 50, - plus VAT, plus an amount of € 10,-- plus VAT per sent reminder / notice that was sent before the collection process had started.

### Swimming

Children under 12 are not allowed to use the pool unaccompanied by an adult. Parents and / or guardians should ensure that if children cannot swim, they wear armbands or swim jackets.

### Price (changes)

The (total) price is set, based on the rates applicable at the time of the agreement, by B&B Cas al Cubo.

If, after setting the price, additional costs resulting from an increase in expenses and / or charges that directly relate to the property come up, they can be passed on, even after the finalization of the agreement to the tenant.

All prices quoted on the website are in euros and include the applicable VAT rate. The prices are exclusive of tax, other levies and / or taxes (administration) and other costs (whether imposed by the government) fees unless explicitly stated otherwise.

### Amendment or supplement to the agreement

If the tenant wishes to make changes to the agreement after finalization thereof, B&B Cas al Cubo is free to determine whether and to what extent changes will be accepted.

If B&B Cas al Cubo is willing to accept an amendment, a fee with a maximum of € 17.50 per change can be charged. This change fee will not be charged in case of a requested change to a more expensive period or room. When changing to a cheaper period or cheaper room the original total price remains payable.

An extension to an agreement already made, is basically possible, depending on availability and always in accordance with these terms and conditions. For the administration of these changes by B&B Cas al Cubo no additional costs will be charged. Extension of stay is possible depending on the availability. B&B Cas al Cubo is always entitled to reject.

Changes and additions may be notified in the same way as reservations. If B&B Cas al Cubo, due to force majeure, is unable to fulfill the contract in whole or in part B&B Cas al Cubo will offer a change proposal to the tenant. The amendment is deemed to have been accepted by the tenant when it has not been rejected in writing within 48 hours of offering. B&B Cas al Cubo will not be bound to pay any damages.

### Privacy

If the tenant does not wish to receive information from B&B Cas al Cubo, or objects to providing address information to third parties, the objection can be made in writing to B&B Cas al Cubo.

Portuguese law is applicable to this rental agreement.