

DATE: MAY 6, 2009

## Section 1 - Arrival, registration and keys

- (1) On arrival the apartment keys can be obtained from the key safe - details will be provided. Guests may visit but only if advised to Erika Mountain henceforth referred to as the Agent prior to the tenancy commencing. Visiting guests may have to pay directly to Jardins do Golfe Management to use the pool & garden areas. The rental property is a **non-smoking** property.
- (2) The rental property is fully equipped and furnished.
- (3) Bed and bath linen and beach towels are included in the price. **Unless otherwise specified.**
- (4) The Tenant will receive 2 sets of coded magnetic key cards for the pool area and 2 sets of keys for the apartment for the duration of the rental period.

## Section 2 - Arrival and Departure

- (1) The check in time on the arrival day is 2.30pm unless previous arrangements have been made
  - (2) The departure time on the day of departure is 10.30am unless previous arrangements have been made
- At the end of the rental period the Tenant is to vacate the property leave the keys in the apartment as per instructions on the back of the front door & in the welcome manual. Tenant should leave the property in similar condition to that in which it was found. Any additional cleaning costs incurred by the Agent may be passed on to the Tenant at her sole discretion.

## Section 3 - Cancellation and Early Termination

- (1) If the Tenant terminates this contract before the arrival date and doesn't name a replacement that accepts the same terms, they are responsible for paying the following penalty, as long as a further rental is not possible:  
Termination - ALL cancellations including those upto 8 weeks before arrival will have a £100 administration fee per property which will be deducted from the refunded rental fees.  
  
Cancellation refunds:  

Up to 8 weeks before arrival	No loss except administration fee
4-8 weeks	50% of rate refunded
2-4 weeks	25% of rate refunded
Less than 2 weeks	No refund

All cancellations have a £100 administration fee per property which will be deducted from the paid amount. Refunds will be made by cheque within 14 days of written notification of the tenants intention to terminate the contract.  
The Advertiser can thereafter let the property to someone else.
- (2) If the Tenant terminates their stay before the departure date for any reason, they are still obliged to pay the full rental price.
- (3) Termination must be made in writing. The date of termination is considered to be date the document is received by the Agent.

## Section 4 - Liability and Responsibilities of the Tenant

- (1) The rental property including the furniture, fittings and effects, in or on the property, in the same state of repair and condition as the commencement of the rental period. The property is to be left in the same state of cleanliness and general order in which it was found.
- (2) The Tenant is held responsible for the actions of other people in their party. The Tenant is liable for any damaged goods, damage to the property or damage to anything else related to the property (e.g. public areas), whether caused by themselves or their accompanying guests.
- (3) During the rental period: the Tenant shall not allow the property to be occupied by more persons than the maximum specified for the property on the Rental Contract. The Owners and their Agents 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, cleaning and repair of the property and its equipment, fittings and contents. The Tenant shall occupy the property for holiday purposes and no other.
- (4) The tenant must dispose of their rubbish on a daily basis in the refuse area provided at the back of the Jardins do Golfe condominium.
- (5) The tenant is requested not to change the temperature control in the fridge/freezer, it has been set at an optimum level. If the fridge/freezer has been found to have been tampered with and subsequently the freezer has over frosted, the Owner can pass additional cleaning costs onto the tenant.
- (6) The tenant is requested not to use 'fake tan' whilst in the apartment. 'Fake tan' stains the sheets, towels and soft furnishings in the apartment. If at the final inspection it is found that 'fake tan' has been used, the additional associated costs of cleaning and laundry or replacing the damaged linens will be passed on to the tenant.
- (7) On arrival all fixtures and furnishings are deemed to be in good working order and fit for purpose. Faults that are found during the rental period are to be reported to the Agent immediately. Failure to report any faults will be deemed to have been caused by the tenant. The tenant will be liable for the cost of the repair.
- (8) **Animals are not allowed.**
- (9) Smoking is **not permitted** within the apartment or balcony. Any breach of this condition will entitle the owner to withhold the entire security deposit. Smoking is **permitted** in the communal areas, at the poolside area and within the gardens.
- (10) Tenants are requested **not** to leave the air conditioning / heating on in the apartment when they out of the premises. When using the cooling/heating please close windows and doors to optimize the efficiency of the cooling/heating. If it is noted by management that the guests are not in the apartment and the air conditioning is on the guests may be liable for the additional cost which will be deducted from the security deposit or if it occurs more than once the management may remove the remote controller for the unit from the apartment.
- (11) House rules: the Tenant agrees to follow the house & condominium rules:
  - Tenants are not permitted to occupy the entrances, staircases, terraces, landing areas and other common areas, even temporarily, with any kind of furniture or temporary obstructions.
  - Tenants are not permitted anywhere within the condominium, including pool and garden area to engage in activities which may disturb the comfort and tranquility of owners and other guests in Jardins Do Golfe.
  - No glasses or glass bottles are permitted in the pool area.
  - Diving is not permitted in the pool.
  - There is no lifeguard on duty poolside. Parents must supervise their children at all times in the pool area. Life jackets are provided free of charge for children's use in the apartment.
- (12) The tenant agrees to complete the following before departing the apartment:
  - Empty the refrigerator of any unwanted food & beverages
  - Take all rubbish out to the garbage area at the back of the Jardins do Golfe condominium
  - Wash and dry up any used kitchen items and return to the cupboards
  - Lock all doors and close all windows
  - Return all furniture to its original placement as on arrival
  - Leave keys in the apartment as per instructions.
- (13) The Owner and the Agent does not accept responsibility for accidents, loss or damage incurred while staying at Jardins Do Golfe. The use of amenities where offered, such as swimming pools, tennis, golf, snack bar etc. are entirely at the user's risk. Availability of amenities cannot be guaranteed.
- (14) The Owner and the Agent do not accept responsibility for loss or damage to the customer's belongings, personal injury or loss of life.
- (15) It is strongly recommended that the tenant obtains appropriate holiday and travel insurance at the time of booking the apartment.

## Section 5 - Contract Wording and Clause

- (1) Changes and alterations to this contract are required to be in writing.
- (2) If any of the legal requirements set out in this contract are inoperative or impractical, or become so after completion of the contract, the effectiveness of the remainder of the contract will not be affected.
- (3) The guest is bound to the conditions of contract by means of payment of the rental money.