



## **Booking Conditions**

### **1. GENERAL**

'Representative/s' means DAMCAR PROPERTIES LIMITED and 'Owner/s' means PROPERTY OWNER/S. 'Applicants' means clients applying to rent a property. 'Tenants' means Applicants when they have taken up residence.

### **2. RESERVATION**

Applicants can reserve property by e-mail or private message on the Facebook page '**Gozo Farmhouses Rentals**', but the representatives and/or the owners accept no liability whatsoever for such reservations. Applicants should note that no contract for any property exists between them and the representatives and/or the owners until the Applicants have received a signed booking form or a written confirmation by the representatives and/or the owners.

### **3. BOOKING PROCEDURE**

- a) Bookings may be accepted online or in writing when all questions have been answered satisfactorily. Unless otherwise agreed, for bookings made more than 4 weeks prior to the tenancy commencement date a deposit of 25% of the total rent must be delivered with the booking. If a booking is made less than 4 weeks before the commencement date, the full rent together with any additional charges must be paid at the time of delivery of the booking.
- b) Should the property booked become unavailable in circumstances beyond our control; the representatives and/or the owners reserve the right to provide accommodation of a similar standard on the Island without liability to them.

### **4. FINAL PAYMENT**

Once the representatives and/or the owners booking confirmation is forwarded, the Applicants are liable for the payment of the rent, or balance thereof, together with any additional charges, not later than 4 weeks before the start date of the tenancy. Non-payment by the due date will be treated as a cancellation and the representatives and/or the owners may re-let the property without reference to the Applicants who remain liable for payment of the full amount on the same basis as in the event of cancellation (see 6 below).

### **5. MALTA ECO TAX**

Payable by all local and foreign tourists from the age of 18 and over, at the rate of €0.50c per persons for each night spent on the Maltese Islands, for types of accommodation, such as hostels, guest houses, hostels, self-catering accommodations, resorts, timeshares & host families, amongst others. Capped at a maximum of €5 for each continuous stay. **This tax is not included in the price but it is paid locally at check-in to the property owner.**

## 6. CANCELLATION

Any request to cancel a booking must be sent or delivered to the representatives and/or the owners in writing, and signed by the Applicant. Our cancellation policy is as follows and is based on the date we receive the notice at our offices. We strongly recommend that you take out a holiday insurance to cover you in the event of a cancellation. The Applicant shall bear all risks associated with cancellations on his part for whatever reason.

### Notice Given (to arrival date) Cancellation Charge

More than 61 Days	Loss of Deposit
Less than 60 Days	100% Cost of Holiday

If a request for cancellation is made and there are more than sixty-one (61) days before arrival date, guests only lose the deposit given, while if the request of cancellation is made and there are less than sixty (60) days before arrival date, guests lose or shall pay the full amount of the cost of stay.

## 7. PRICE CHANGES

The representatives and/or the owners reserve the right to amend prices quoted due to errors or omissions.

## 8. METHOD OF PAYMENT

Payment may be made by cheque or Bank Transfer. In no circumstances are post-dated cheques acceptable. Any charges raised against the representatives and/or the owners by their bank for handling dishonored cheques will be passed on to the Applicant.

## 9. BOOKING FORM

The Applicant acknowledges responsibility for all the details given on the booking form or, in case of an email, for all details written therein on behalf of all persons who will occupy the property for the period for which it has been booked and that all those persons are aware of the Booking Conditions. The Applicant shall be a member of the party occupying the property and be over the age of 18 years, and is/are required to acknowledge the following:

- a) The booking form state the maximum number of persons permitted to occupy the property and grounds and the applicant commits himself to the number of persons staying at the property or at any time using the property's facilities under this booking. Any breach of this provision will constitute a breach of contract whereupon the Owners may charge from the security money or may use credit card (as per security letter) to charge extra any amount he deems right or, at his sole discretion, may even terminate the booking forthwith in which event all monies paid by the Applicant will be forfeited.
- b) Folding Bed/s, Cot/s and Highchair/s are available on request. Please book these in advance as the availability is on a first come first serve basis. Extra charges may apply.
- c) The Owners reserve the right to refuse admittance to any party if in the Owner's absolute opinion, the Applicant or any person of the group is unsuitable for the property due to age, ill health, disability, inexperience or any other good and proper reason not otherwise being a breach of these conditions. In such an event, all sums paid by the Applicant shall be repaid in full and the Contract shall be discharged without further liability on either party.
- d) The Owners reserve the right to re-possess the property at any time where damage has been caused by the Applicant or any member of the group or in the Owner's absolute opinion is likely to be caused by the Applicant or any member of the group or other person visiting the property at the invitation of any such person. In such an event, the Owners shall not be liable to make any refund whatsoever.

## 10. ELIGIBILITY

Bookings will not be made from applicants under the age of 18 years.

## 11. TENANTS' OBLIGATIONS

The Tenants agree:

- a) To pay for any losses or damages to the property including contents excluding reasonable wear and tear.
- b) To take good care of the property and leave it in a clean and tidy condition at the end of the tenancy. A fixed charge of €100 applies if property is left in a very untidy state and complete disorder.
- c) To permit the Owners and any Agents or Licensees reasonable access to the property.
- d) Not to part with possession of the Property or share it except with members of the party.
- e) Not to cause any annoyance or become a nuisance to occupants of adjoining premises.
- f) Loud music or noise is strictly not permitted at any time during tenancy and the property is not to be used for parties or similar events. Any breach of this provision will constitute a breach of contract whereupon the Owners may terminate the booking forthwith in which case all monies, including the security money paid by the Applicant will be forfeited.

## 12. RISK

- a) The use of the property or any amenity that may be provided by the Owners are entirely at the Tenant's risk and no responsibility will be accepted by the owners for any loss, damage, illness or injury to persons who make use of them or any belongings of the persons who use them.
- b) All cars and other vehicles are parked entirely at the Tenant's risk. The Owners can take no responsibility for any loss or damage to any car, vehicle or any contents thereof.
- c) The Tenant must be entirely responsible for the safety of any children staying in the property as part of the group or at their invitation.
- d) The owners can take no responsibility for any loss, illness or injury to any pet that uses the property. The use of swimming pools is entirely at the Tenant's risk. All children should be properly supervised at all times by the Tenant.
- e) The Owners are not liable to pay any compensation or to otherwise accept responsibility for any loss of damage as a result of circumstances which are beyond the Representative's or the Owner's control, such as nearby construction noise, electricity and/or water cuts, excavations, industrial disputes, natural disaster, bad weather, loss of enjoyment etc..

## 13. DURATION AND TIMES OF LETTING

Arrival and departure times vary according to each property, however they will be listed on the booking form. Tenants will be liable for any costs incurred due to any unauthorized overstay beyond the time mentioned above.

## 14. NON-AVAILABILITY OF PROPERTY

If for any reason beyond the Owners control the property is not available on the date booked (owing to fire damage for example) or the property becomes unsuitable for holiday letting, all rent and charges paid in advance by the Applicant

will be refunded in full and/or the owners reserve the right to provide accommodation of a similar standard on the Island but the Applicant shall have no further claim against the Owners.

## 15. COMPLAINTS

All complaints should be notified to the Owners immediately as they arise, so that the matter can be investigated in good time and, if necessary, remedial action taken. In no circumstances will compensation be paid in respect of complaints raised after the tenancy has ended when the Tenant has not drawn the matter to the Owner's attention, or has denied the Owners the opportunity of investigating the complaint in order to put the matter right during the tenancy.

## 16. PETS

Pets are not allowed unless with the specific written authorization from the Owners. If authorized, the tenant must bring his/her pet basket with him/her. Pets are allowed on the clear understanding that in no circumstances may they lie on the bedding or chairs. Pets must not be left unattended in properties, or elsewhere. All pet litter must be removed by tenant and we reserve the right to charge if any litter is found inside the property. Extra fee due to acceptance of pet may apply. **In the event that pets are allowed Owner reserves the right to increase the amount of Security Deposit in Clause 17 of same Booking Conditions.**

## 17. BREAKAGE WAIVER

When you make a booking with us you have the following two options in order to cover for any damages during your stay at the accommodation:

- a. For just €35 per party, breakage waiver covers you for accidental damage of loss of equipment occurring in the accommodation, so you can relax and enjoy your holiday. This non-refundable fee will cover for accidental damage up to €300; or
- b. Pay a fully refundable security deposit of €400 at check-in by a valid Visa or Master Card to cover any damage to the accommodation and/or its contents. For this option at check-in your fully-refundable deposit will be processed with a credit card machine as a pre-authorization and a receipt will be provided. Your credit card details are then stored and the amount will be refunded by not later than 28 days of the transaction date, as per your card issuing bank regulations, unless it would have been utilized to make good for any damage to the accommodation and/or its contents.

A form confirming your approval of either of the above options will have to be completed and signed at check-in. The Owner/s need to contact you within 48 hours of checkout for any damage loss found at the property.

For both options voluntary damage and/or damages caused by negligence to the accommodation and/or its contents will incur additional charges to your credit card provided on arrival. Cancellation fees are not covered by either option.

If the caution money is not paid, the Owner/s reserve the right to withdraw from the contract and claim compensation for damages.

## 18. AFTER HOURS ARRIVAL FEE

It is the Owner/s commitment to meet our clients on their arrival to Gozo and show them the way to property where he will explain all facilities, and forward helpful tips re the area to make sure you start your holidays stress free. However, clients that are arriving after normal hours will need to choose from the following 2 options to access the house;

- a. Make use of our Direct Transfers service from Airport and our driver will have key to house. (We can have car hire ready for you at property).

- b. We can send you directions from ferry to house and leave key hidden in front of main door, however, should you need assistance finding the accommodation the charges will apply as per below;

From 23:00 hours to 07:00am

€50 (fifty Euro)

## **19. INVENTORY**

An inventory is available with each property. Any discrepancy with the inventory must be reported to the Owner's within 24 hours of arrival, otherwise it will be assumed that the inventory is correct.

## **20. ACCESS**

The Owners / representatives / maintenance staff shall be allowed access to the properties at any reasonable time during the tenancy. The Owners may inspect the property at any time.

## **21. BREACH OF CONTRACT**

If there shall be a breach of any of these conditions the Owners reserve the right to re-enter the property and terminate the tenancy without prejudice to any other rights and remedies available to the Owners.

## **22. REPRESENTATIVE/S**

The representative/s are offering a service to their clients, above referred to as the 'Applicants' and/or 'Tenants'. Since the property rented belongs to the 'owner/s' and not to the 'representative/s', the representatives are only responsible for any issues occurred up to the arrival date booked by the 'Applicants' and/or 'Tenants'. Any issues during the stay must be addressed immediately and directly to the property owner/s.