



## **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 (for bookings of 4 nights and more) or equivalent to 1 night rent (for bookings less than 4 nights) 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. 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.

**6. PRICE CHANGES**

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

**7. 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.

**8. 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.

**9. ELIGIBILITY**

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

## 10. 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.

## 11. 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..

## 12. 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.

## 13. 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.

## **14. 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.

## **15. 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.

## **16. SECURITY DEPOSIT**

Applicants/Tenants are required to lodge a refundable Security Deposit of €300 on arrival, in cash / Revolut, to cover any damage to the Owners' property attributable to you that may arise.

This sum will be held to cover also any accidental losses, or damage; and additional cleaning charges which may arise if the property is left in an unsatisfactory condition. Charges for replacement items, and/or extra services may be deducted from this security deposit. The owner will replace any breakages with items of similar standard and the tenant is not allowed to replace items himself.

Should the amount due exceed the amount of €300 secured, the client will be asked to pay the difference within 48 hours of notice.

Security deposit will be released once the property is fully inspected and cleaned i.e. within 24 hours from departure.

## **17. 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.

## **18. 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.

## **19. 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.