



# Booking Terms and Conditions

Please read the following terms and conditions carefully before you book, as these, together with the Essential Information, form the basis of your contract with us and our obligations and your commitments are detailed below. Should you have any questions regarding these terms and conditions then please do not hesitate to ask. PAC (Portugal) Ltd is registered under the laws of England, who act as booking agent for all property owners and is part of the brand Pac4Portugal.com.

## 1. BOOKING AND CONFIRMATION

All communication must be confirmed in writing (email or by letter), including the initial enquiry, booking process and any subsequent changes or requests.

When you make a booking with PAC (Portugal) Ltd you must accept on behalf of your party these terms and conditions and by doing so you also guarantee that you have the authority to accept these terms and conditions on behalf of your party. A contract between you and PAC (Portugal) Ltd, acting on behalf of the property owner, will be made once we have received your 25% deposit and must be received within 7 days of the invoice date, or full payment if your booking is within 10 weeks of departure, along with a signed copy of the "Client Booking Form" issued to you along with invoice and we have given you written confirmation. A late booking may be subject to restricted to methods of payment i.e. Bank Transfer dependant on the time frame. This contract will be governed by English law. We will issue you with a confirmation invoice detailing all the elements of your booking. It is your responsibility to check this carefully as any changes subsequently made to your booking will be treated as an amendment or cancellation and maybe subject to a charge. If you make any special requests, and we do not confirm whether these can be met prior to booking, such requests will not be guaranteed. We will not be able to advise you whether such special requests have been fulfilled before you leave. You should check carefully the booking details and all documentation provided to you (including these booking conditions) and contact us immediately if you think any details we give you are inaccurate. The person who makes or pays for the booking must be 18 years old or over. We reserve the right to refuse single sex groups and if a single sex group booking is accepted, an additional security deposit will be required.

### **i – Payment methods within the UK**

Deposit payments can be made via Bank Transfer and we can accept debit/credit cards via Paypal at no extra charge.

### **ii – Payment methods outside the UK**

We suggest that you make a Foreign Bank Transfer (IBAN) via [Transferwise.com](https://www.transferwise.com), you can pay via bank transfer/credit card/debit card or Swift at the same very good exchange rate

## 2. BALANCE PAYMENT.

The balance of the price of your rental must be paid at least ten weeks prior to the departure date. The due date will be clearly stated on your confirmation receipt, if the balance is not paid in time we reserve the right to cancel your rental, retain your deposit and apply cancellation charges as set out in section 6 below.

### i – Payment methods within the UK

The final balance of your rental can be made via Bank Transfer and we can also accept debit/credit cards via Paypal at no extra charge.

However, your **breakages deposit** (amount set as advertised on the website for each individual property) must be made via Bank Transfers

### ii – Payment methods outside the UK

The final balance of your rental we suggest that you make a Foreign Bank Transfer (IBAN) via [Transferwise.com](https://www.transferwise.com), you can pay via bank transfer/credit card/debit card or Swift at the same very good exchange rate

## 3. PRICE GUARANTEE.

The price of your rental elements booked with us will not be subject to any surcharges after our confirmation invoice has been issued. If you obtain a quote from us for a booking but do not book it at the time, we reserve the right to increase or decrease the price at any time before you book. Property prices quoted are per property per week. Transfer prices and any additional service costs are quoted on an individual basis. All prices are quoted in Pounds Sterling (unless otherwise stated).

## 4. ALTERATIONS BY YOU.

If you wish to make any changes to your rental after it has been confirmed this must be communicated to us as soon as possible and in writing. Charges for changes or cancellations maybe applicable and are calculated from the date we receive your request or notification. We will try to assist wherever possible but cannot guarantee that any such changes can be made. If we are able to comply with your requested change an administration fee of up to £25 will be charged together with any increased costs from our suppliers. Where changes to accommodation are requested within 8 weeks of departure then cancellation charges as set out in section 6 may apply and the amended arrangements will be treated as a new booking. Cancellation charges for accommodation will not apply for name changes where a new party member is substituted for one who is prevented from travelling. In this case documentary proof of a serious reason (e.g. your own personal illness or injury, the personal illness, injury or death of a close relative, jury service or redundancy) must be provided. You must give us at least 28 days notice in writing and enclose the administration fee of £25 per person in addition to any charges or costs levied by our suppliers

## 5. ALTERATION BY US.

We reserve the right to change any rental details, including the price, before you book in which case we will tell you before the rental contract takes effect. Occasionally a change or cancellation may occur after you have booked, but before you depart. A change may be “major” or “minor”. A “major” change is one which materially affects your confirmed rental, such as a change of accommodation to a lower standard than you have booked. Any other change is “minor”. If there is a minor change before you depart we will try to let you know (although we are not obliged to do so) but you will not be entitled to cancel or receive compensation. We reserve the right to correct minor or obvious errors in your booking details at any time. If there is a major change before departure we will tell you as soon as practicable. We will then offer you the choice of accepting the change, taking the alternative accommodation (if it is more expensive you will have to pay the difference, but if it is cheaper you will receive the appropriate refund) or cancelling and receiving a full refund

## **6. COVID-19: LIMITATION OF LIABILITY:**

We both acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst on holiday.

Please note that we will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

- If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time. If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:
  - Postponing your holiday to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your holiday, as well as any increase in cost imposed by other suppliers);
  - Cancelling your holiday, in which case we will impose our standard cancellation charges as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance.
  - If this happens whilst you are on your holiday, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs for you.
  - You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the holiday, or that portion of the holiday.

You also acknowledge that the people servicing your rental will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of the holiday and all measures will be taken with the purpose of securing your safety and those around you.

## **7. CANCELLATION BY YOU.**

You, or any member of your party, may cancel your rental at any time providing that the cancellation is made by the same person who made the booking and is communicated to us in writing. If the property owner agrees to any return of monies then as this incurs administrative costs, we will retain your deposit and in addition will apply cancellation charges as shown below:

70 days or more loss of deposit

The following can only apply on or after final payment made by you on or before 70 days before arrival

Between 70 – 36 days 50%

Between 35 – 22 days 75%

Less than 21 days 100%

## **8. CANCELLATION BY US.**

We reserve the right in any circumstances to cancel your rental. However, in no case will we cancel your rental less than 10 weeks before the departure date except for failure on your part to pay the final balance. In circumstances where we are unable to provide the rental booked, we will return to you all monies paid, or offer you an alternative rental of comparable standard.

## **9. INSURANCE.**

You should take out travel insurance policy which includes cover for covid19 related items (search internet for “Portuguese Covid Travel Insurance”), before you book the parts of your trip (which includes the rental of the property). Our normal terms & conditions apply as you will have adequate travel insurance to cover aspects of your travel including Covid19.

You should provide us with the details of your policy before traveling. It is your responsibility to ensure any policy meets your needs, including the cost of cancellation by you and assistance overseas if you suffer accident, illness, or Covid19. Even with travel insurance, the individuals in your party may still need a European Health Insurance Card (EHIC) or similar if available post Brexit. Please take this and your travel insurance policy with you on holiday.

## **10. PASSPORTS, VISAS AND HEALTH REQUIREMENTS.**

British citizens require a valid full passport and and post Brexit need to follow advice of the foreign office regarding any visa needed for travel to Portugal. If you do not have valid documents you will not be able to travel. The carrier may be subject to a fine if you try to travel without the correct documentation and we reserve the right to recover any such charge from the passenger. For citizens of other countries, up to date information on passport, visa and health requirements should be obtained from the Portuguese Embassy. We will require the passport details of those listed on the Client Booking Form, as these details now have to be submitted to the Portuguese authorities with the dates of your stay in the country.

## **11. YOUR ACCOMMODATION AND SAFETY.**

You undertake to accept the rental accommodation allocated to your booking and to take responsibility and exercise reasonable care in respect of your accommodation and its equipment and facilities. It is our aim at PAC (Portugal) Limited that your rental is safe and trouble free. We are actively working to raise safety standards of accommodation overseas and will, of course, do our best to ensure that. In return we ask that you be mindful of your own duty of care and give thought to your own and other members of your party’s safety whilst you are away. Local regulations may mean that the layout and services within the accommodation are different from those to which you may be accustomed. Accommodation compliance is always with respect to local regulations. The accommodation provided must only be used by the person(s) shown on your booking confirmation and subletting, sharing or assignment is prohibited. The maximum number of occupants for each accommodation unit detailed in our descriptions should under no circumstances be exceeded. Our staff and property owners are instructed to refuse admission or evict as necessary to comply with this condition. Likewise, if in our opinion, you are, or appear to be, behaving in such a way as to cause disturbance or annoyance to third parties, or causing damage to the property, we may terminate your rental. In this situation we will have no further liability to you and you will be responsible for any extra expense you incur as a result. You will also be responsible for meeting any claims for damage or breakages.

## **12. ENGLISH LAW AND JURISDICTION.**

The contract between us and any matters arising from it will be governed by and construed in accordance with English law and are subject to the jurisdiction of the Courts of England and Wales.

## **13. COMPLAINTS.**

In the unlikely event that you do encounter a problem you must immediately notify the property manager and ‘our local representative’ or our UK office to try to resolve this problem at the time. If there is an identified problem at your accommodation we reserve the right to access the property to rectify any problem and allowances must be made by you for any local conditions regarding the reasonable time taken to rectify the problem. A failure to notify us, or allow us, or our suppliers to rectify the problem, will reduce or negate any claim for compensation that you may wish to make. Please bear in mind that complaints raised on your return from holiday are rarely resolved satisfactorily and we will not deal with any complaint that has not been reported to our local representatives unless there is a valid reason for not doing so. All complaints must be made in writing within 28 days of your return, to us at 3 Richmond Court, Hatfield, Hertfordshire, AL10 8XS. We reserve the right not to deal with any complaints received more than 28 days after your return.

## **14. LIABILITY.**

Information about properties in this website is provided by the property owners and as such PAC (Portugal) Ltd cannot accept liability for its accuracy. We act as agents for the property owners and the payments received are on behalf of the property owners. When booking rental properties through PAC (Portugal) Ltd any contractual responsibilities arise entirely between you “the client” and the property owner. You should ensure that you are satisfied with all of the rental arrangements prior to making a booking through us. You must also be aware that bookings are based on the description of the property on PAC (Portugal) Ltd and not of any third party websites, where slight differences may occur.

## **15. DATA PROTECTION.**

PAC (Portugal) Ltd will not supply any personal client information to any 3rd party excepting that which is required by a supplier to process your booking. You can also read our [privacy policy online](#).

## **16. GENERAL.**

Bookings are made subject to the terms and conditions of property owners/agents for whom PAC (Portugal) Limited act as agents. The law regarding accommodation for persons with disabilities varies from country to country and we cannot guarantee that all accommodation, transport and amenities will be equipped and suitable for wheelchair users or disabled persons. The general information contained within the brochure and on our website, together with the Essential Information, also form part of PAC (Portugal) Ltd conditions of booking.

## **17. Privacy Statement**

The information we obtain from the rental client is not shared with any third party without prior consent, except for the property management company responsible for the property in question, property owners and the “Car Hire”, “Transfer” or “Ticket Agent” company where applicable. You can also read our [privacy policy online](#).