



HORTA VERMELHA
RENTAL CONTRACT
RULES, TERMS AND CONDITIONS

Before Your Stay

Bookings

Any booking is only effective after payment of minimum 50% or 100% of the rental amount (reservation payment), depending on the days in advance. The Guest is advised that until having proof of such payment, any other effective booking in one or more coincident days will have priority. The remaining 50% rental amount must be paid until 30 days before the rental check-in date. Non-payment is considered as a cancellation. Bookings in advance of less than 30 days before check-in date must be paid fully, 100%. Bookings may be accepted until 8 days in advance, relative to check-in date. The Managers may not accept bookings with less than 8 days in advance.

Bookings made on third party platforms will be subject to the terms and conditions agreed through these platforms.

By booking for being a Guest at Horta Vermelha, each Guest and respective co-Guests are accepting this Rental Contract and the Rules, Terms and Conditions.

Confirmation

The Managers/Housekeeper will confirm the Guest's payments and reservation in writing or by email within 7 days after having received the booking deposit.

Cancellation by the Guest

Any cancellation until 30 days before check-in date implies a cancellation cost of 50% of rental amount; after 30 days before check-in date, it implies a cancellation cost of 90% of rental amount; on the check-in date, it implies the cost of the full rental amount. These cancellations are effective by written email, which sending date is considered as reference.

Cancellation by the Managers

If, for any reason beyond the Managers' control, the property is not available on the date booked (owing to fire damage or any accident, for example), or if the property is unsuitable for rental, all rent and charges paid in advance by the Guest will be refunded in full. The Guest shall have no further claim against the Managers. The Managers will do his/her best to inform the Guest as soon as possible and even suggest an accommodation alternative.

Changes due to the Guest

Requests by the Guest for alternative accommodation and/or dates will be treated as a cancellation of the initial booking, either before or during a stay. However, in case of cancellation prior to arrival and if within 30 days the Guest requests a new booking for an identical reservation, also at identical season (high, medium or low), a credit of 100% of the initial payment shall be granted in the form of a new substitution booking.

During Your Stay

Arrival

Guests should arrange the time-of-arrival with Managers/Housekeeper, in advance. Upon arrival, the Cottage keys, a wireless phone and the First Aid Kit will be handed to the Guest. The Managers/Housekeeper will be paid the Security Deposit, and this Agreement will be signed. The Guests will be accompanied to their Cottage, being guided through rooms and main areas of the farm, along with being given a simple map.

Security Deposit

Upon arrival, Guests must provide the Managers/Housekeeper with a refundable deposit of 50-100€ for coverage of any possible damage to any item or part of item, unusual necessary cleaning or loss. Failing its payment thereof the rental period, will be considered as dissolving the Rental and the Rental Agreement. If there is no damage or unusual cleaning charges, the Guest is entitled to the entire deposit.

Early Departure

If a Guest chooses to leave prior to the end of the agreed rental period, he/she must inform the Managers/Housekeeper 24 hours prior to their departure. Once such notice has been provided, the rental will cease accordingly. This does not prohibit the Managers from renting the Cottage for the unused period of time, nor is there a guarantee that any portion of the Guest's rent will be refunded.

Occupancy

Each Cottage is set-up to a maximum sleep of four (4), adults and/or children, with the possibility of two (2) extra Guests whose accommodation has been agreed and paid for upon booking. The sleep of non-authorised or non-accounted for Guests is considered as over-occupancy. Over-occupancy is a serious violation of the Rental Agreement and may result in a charge against your Security Deposit or immediate termination of occupancy without refund.

Parties and other events

Apart from the normal use of each cottage, whose function is accommodation, small private events, such as birthday parties and the like between guests are understood to be part of their normal use, provided that they are close to the cottages or inside them. Parties or events near the the recreation tank or in the fields are expressly forbidden, for safety against drowning, electric shock and fire. Small private events have to follow these Rules, Terms and Conditions, as well as the Portuguese Law, applicable also inside Horta Vermelha. Other types of parties or similar events are not allowed in Horta Vermelha, and the entrance of third parties not accommodated in Horta Vermelha is forbidden. Not following these obligations is a serious violation of the Rental Agreement and may result in a charge against your Security Deposit or immediate termination of occupancy without refund.

Vehicle Access

Any Guests' vehicles up to two (2) are allowed in and around the Cottages, following the signs. These are not allowed into the remaining areas of the farm.

Keys

The Guest is held responsible for the keys of his/her Cottage, front gate and lock, as well as Meeting Room (if rented). A charge will be required for any lost keys, covering the necessary change of locks.

Damage and Responsibility on Guests' Property

The Guests and his/her co-Guests are held responsible for their personal property, either portable or not, including their vehicles or pets. The Managers accept no liability for loss of or damage to the Guests' possessions inside Horta Vermelha.

Indemnity and Risks to Guests

The Guest undertakes to indemnify and hold the rental property Managers harmless against any damage and all loss, claims, causes of action, demands and/or costs and expenses that may be incurred by the Guest or by any party in relation to the Cottage rental. The Guest understands that the Managers/Housekeeper will not be liable whatsoever for any loss or any injury to the Guests and co-Guests, due to anything in the property and surrounding farm (including the recreation tank, spring, stream or trees), during the rental term, however caused. The Guests acknowledge that the property and its content are provided for their own use, at their own risk.

Damage and Responsibility on Horta Vermelha Property

The Guests and his/her co-Guests are lawfully responsible for any damages to or in the Cottage where they are staying, as well as in the surrounding farms/property. In such case, any damages need to be reported by the Guests directly to the Managers/Housekeeper. Reparation or replacement costs will be paid immediately by the Guest directly to the Managers/Housekeeper, or deducted from the Security Deposit.

Personal Items Left Behind

Guests should remember to take all of their personal items when checking out. If requested, the Managers/Housekeeper will retain any forgotten items.

Safety and Regulation

All electrical appliances and installation are secure and follow safety standards. Each Cottage has a ionised-water fire extinguisher, a fire blanket, and is linked through an alarm system, in case of fire emergency. Guests are provided contacts to Emergency Services (112, local Police and Firemen), in both Cottages and Meeting Room. The unnecessary use of any equipment will imply loss of the Security Deposit and possible cancellation of accommodation, with no compensation to the Guests. Both Cottages are fully compliant with the rules, strict control and licensing of Rural Tourism in Portugal, "Turismo de Espaço Rural – Casas de Campo".

Accidents and Injuries

Each Cottage has a First Aid kit, available to the respective Guest. There is also a large First Aid Kit at the Reception. In case of severe accident or injury, Guests should immediately call emergency numbers.

After Your Stay

Leaving the Cottage

The Guest agrees to leave the Cottage, including all furniture, fixtures, and decoration items in the same state of repair and condition that it was in, upon the start of the rental period. The things present inside and outside the Cottages need to be in its original place (as on arrival). Cooking and serving sets need to be washed.

The Managers/Housekeeper will observe the Cottage overall conditions, all objects and furniture present (as in the Cottage Inventory), preferably before the Guest departs. The Guest is aware that the Managers/Housekeeper is entitled to charge extra costs if anything is broken, damaged or missing, or if unusual cleaning is required.

Check Out

The Guests must make sure to adhere to the check-out time of 12 a.m., unless otherwise indicated on your booking confirmation form. This provides the necessary time for cottage maintenance and preparation for the next cottage guests. Any check-outs later than that time will imply a cost to the Guest equivalent to a night stay, with no right of stay.

Keys

At the end of the stay Guests must either leave their keys directly to the Managers/Housekeeper or in the mail box at the entrance (according to what was mutually agreed). Failure to do so may result in delays in checking new guests in. In case these are not returned in due time, failing Guests will be charged an amount in their Deposit.

Phone and First Aid Kit

The wireless phone and the First Aid Kit will be handed back to the Managers/Housekeeper, either directly (with the keys) or left in the Cottage (according to what was mutually agreed). Failure to do so may result in deficient service for new Guests. In case these are not returned in due time, failing Guests will be charged an amount in their Deposit.

Invoices

The Managers/Housekeeper will issue one or more invoices for any stay, paid service and buy, at Horta Vermelha, including any deduction on the Security Deposit. These may be handed in on departure or electronically through email.

Amenities, Their Use and General Rules**Food Supplies**

Horta Vermelha will provide their Guests with breakfast supplies for the first days: coffee, tea, sugar, milk, butter, local jams, cheese and bread (for the remaining days, breakfast and all meals are autonomously managed by the Guests).

Depending on the season and availability, the Guest may request the delivery of a box of fresh locally produced vegetables for an agreed extra fee.

Linen, Towels and Soap

Clean bed linen and towels are provided, along with extra blankets and pillows. Horta Vermelha also provides soap and shower gel, with natural herbal, spices, fruit or vegetable aromas. Toilet paper is also supplied for the toilet.

Furniture and Equipment

The Guests agree to use all furniture and equipment in a safe and responsible manner.

Kitchens

The kitchens are fully equipped with gas cooker and oven (fully certified), microwave, fridge, crockery and cutlery, for the Guest's fully independent use.

Gas Cylinder

There is a 6kg gas cylinder, placed and signalled under the kitchen cabinet. Its use has been verified and certified. Nevertheless, the Guests are asked for particular care not to leave any gas open without flame. In case of leak, Guests should immediately air the place, leave the Cottage and call the firemen.

In the situation of gas depletion, the Guest should contact the Managers/Housekeeper, in order to allow the substitution of the cylinder (with another available at Horta Vermelha).

Heating

All rooms, kitchens and bathrooms have modern low-consumption electrical oil-heating, and the living rooms have safe and efficient wood burners.

Wood Burners

Guests must not leave any fire unattended or any wood burner door open. The kitchen fireplaces are not for use with any fire (the chimneys are closed). Their unauthorized use will imply that the Guest will automatically forfeit their Security Deposit.

Electricity, Wood, Gas and Water Consumption

Wood is provided and included in the rental, as well as electricity, gas and water. This is accepted for use on a fair basis. The firewood is stored outside, in the places indicated by the Managers/Housekeeper. It should be dealt with care, since it may carry biting insects.

Water

The water in the Cottages is provided by the municipality water company and, therefore, it is safe for both drinking and bathing. Due to its natural properties, the water in this area is quite hard. Because of this, Guests are encouraged to use the filter jar available in the kitchen, preferably only for drinking (it will taste better!) or prepare hot drinks (this will also avoid damage to the electrical appliances).

Toilets

The septic system is very effective. However, it will clog up if improper materials are flushed. The Guests MUST NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clogs the septic system, the Guest could be charged damages of up to 200€, independently of the Deposit.

Communications

Both Cottages have independent wireless phones, providing free access to land phone numbers, on a fair basis. These must not leave the premises, ever. Access and use to the Horta Vermelha's WIFI Internet network is also included in the lodging price, as long as its use is for legal purposes and is on a fair basis. Horta Vermelha practices a no-TV or no-DVD policy (Guests may bring their own if they wish).

Property Grounds

Guests have access to the property grounds, are allowed to pick herbs, fruit and berries, at their exclusive responsibility and on a fair basis. They should follow the provided map and be aware that walking in the fields requires appropriate clothing and footwear, as well as attention to possible risks.

Recreation/Irrigation Tank

The farm's irrigation tank may be used as a refreshing, recreation or biological tank. It is built and kept according to old construction knowledge. Its water is always running, from the local well and spring, not being subject to any chemical treatment or control (at the moment). All children must be kept under close vigilance. The Managers have made all electrical appliances safe to avoid electrical injury. They will also keep the tank naturally clean, especially during the summer months. All Guests accept that maintenance and cleaning of the tank may imply temporary inability for them to use it. The Managers will previously inform the Guests of the planned maintenance and cleaning hours.

DURING NIGHT-TIME, NO CONTACT with water is allowed. Guests must strictly follow these rules for safety against drowning and electric shock, and for the correct use of the tank.

The season for recreational use of the pond, as well as preparing the surrounding area for Guests, is from early June to late September.

Stream (Ribeira)

People or pet access to the stream bed is forbidden, especially in the area below the bridge at Horta Vermelha. The Ribeira is a protected area and can also be dangerous. There are slippery rocks and a large waterfall (indicated with a sign). There can be strong currents and flash floods, in the case of sudden rains.

Unfortunately, the Ribeira de Borba can at times run polluted, and there isn't yet enough culture of respect for it, further upstream. This means there may exist unknown debris and a formal complaint to the Borba Town Hall may be justified. Whenever this is the case, Horta Vermelha asks their Guests for help in formally complaining to the Town Hall (via email).

Activities

Guests have preference in the participation in possible extra activities at Horta Vermelha (e.g., bird-watching, photography workshops, and walking tours).

Inventory

A complete inventory is available, in the Cottages and Meeting Room/Reception. Any discrepancies are to be reported to the Managers/Housekeeper upon arrival, otherwise the inventory list will be deemed to be correct.

Cleaning

As a rule, for longer stays Cottages are cleaned, linen and towels are changed once a week, at the convenience of the Guests. The Cottages are always cleaned after every Guest check-out. Other arrangements are possible, being subject to additional payment by the Guests.

The Guests agree to leave the Cottage tidy without major messes to be dealt with, not to be charged an extra cleaning fee.

Maintenance

The Managers/Housekeeper make every effort to meticulously maintain the Cottages and their contents. Just like in the Guest's home, however, unexpected failures or faults may occur. If something is not in proper working order, the Guests are asked to contact the Managers/Housekeeper to report the problem. They will attempt to correct the problem as quickly and as reasonably as possible. Any resulting temporary inability to use any facility, including for exceptional cleaning, does not incur in any fault in delivering our Services and any reimbursement.

Garbage Disposal

Horta Vermelha is in favour of recycling and asks Guests to be enthusiastic about caring for the environment. Guests are asked to take their garbage with them and deposit it at the garbage container at the end of the road (on the left hand-side, before the supermarket). Recyclables (glass, paper and plastic) may be left behind, in the Cottages in the appropriate containers.

The disposal or any rubbish in the fields is not allowed.

Smoking

Smoking is not permitted inside any of the Cottages or at the Reception/Meeting Room. It is permitted in other outdoor areas, provided that exceptional care is taken and no cigarettes butts are left in the fields. Guests must use the designated smoking sand-pots, on the front porch, for disposal. They must not put out cigarettes on any other surface, or ground, or leave any unattended.

The careless action of a Guest may inadvertently cause a fire. If there is any evidence of smoking inside or of careless smoking in any area, the Guest will automatically forfeit their security deposit.

Making Fire Outside

It is absolutely prohibited to make any fire outside the Cottages.

Barbecue

Guests can use the coal barbecue upon request, strictly following instructions and using the pebble areas outside the Cottages and previously wetting the area, to avoid starting a fire. The barbecue must never be left unattended, when in use.

Care for Plants, Trees, Birds and Animals

All Guests will refrain from doing any unnecessary harm to plants, trees, birds and animals naturally present at Horta Vermelha. Acting otherwise means paying harm to the property.

Insects and Creepy-Crawlies

Guests are warned that in Horta Vermelha there is a rich abundance of insects and creepy-crawlies (such as bees, wasps, spiders, centipedes, toads, salamanders and frogs), especially during the Spring and Summer months. This is, in fact, evidence of a healthy environment as these are usually very sensitive to pollution. To the Managers/Housekeeper's knowledge there has not been any evidence of serious poisonous insects or creepy-crawlies around the Cottages. Nevertheless, the Guests should take heed with large spiders, centipedes, wasps and toads. Generally speaking, they will not injure if not bothered. The geckos seen at Horta Vermelha are not poisonous and should be left alone. They keep the place clean of other insects.

Guests may anyhow open all windows at any time, since the existing window insect nets prevent insects from coming into the rooms. As to front doors, Guests are advised to keep them closed, if insects are a concern. The climate around this area is normally dry and not prone to mosquitoes. Nevertheless, if Guests are particularly sensitive to mosquitoes/flyes, they should consider using a mosquito repellent spray, particularly while sitting outside enjoying the sweet summer nights.

Pets

Pets are permitted inside the Cottages, in the first entry rooms (kitchen), also for sleeping overnight. These are allowed outside the Cottages, in the property, and have a dedicated shelter, outside but very close to the Cottages, for an extra fee. Booking in advance is required, on a first-come, first-served basis.

Guests' pets must never be left alone, or possibly without a leash, inside the Cottages or around the property/farm area. Managers and staff do not hold any responsibility on any sort of interaction that might occur between guests' pets and other pets and existing animals on the farm or Cottage grounds. Equally, their owners are totally responsible for their or other people's safety, and any related damage, injury or loss. Animals that are considered dangerous are not authorised at Horta Vermelha.

Unknown Strangers

The grounds of Horta Vermelha may be illicitly crossed by strangers, since it is a region where for many years locals have maintained the habit of doing so. Although very rare, in such event the Guest should not antagonize such people, but keep attentive, register the fact and participate it to the Managers/Housekeeper.

Farming Activity

Agricultural management of the farm, by its nature, can also imply the entrance of Farming Staff not directly linked with the Cottages. The Horta Vermelha Managers/Land Owners and Staff may access Horta Vermelha, for agricultural activities, at any time. The Managers/Land Owners/Housekeeper will try to always previously participate such activities to the Guests.

Final Issues

Bookings and Guests From Third Party Platforms

Where there is an overlap in conditions set out on third party platforms (regarding payment, security deposit, cancellation, compensation), through which the Guests have made the booking, the conditions agreed through those platforms shall prevail.

Force Majeure Clause

Guests are reminded that the Managers/Housekeepers cannot be held responsible for natural disasters and other events out of their control. Guests should undertake adequate travel insurance to cover them in the event of such circumstances.

Questions and Openness

The Guest should contact the Managers/Housekeeper for any further questions. They have prepared and manage Horta Vermelha for their Guests. They do their best to guide all Guests in making their stay at Horta Vermelha Cottages a fond long-lasting experience to repeat.

Guests' Suggestions

All Guests' suggestions for improving the service and their well-being are welcome.

April 2023