

BEACH HOUSE VILLA TERMS & CONDITIONS

1. Parties

Within these Booking Terms & Conditions, 'you' and 'your' mean the party leader making the booking on behalf of all persons named on the booking. 'Us' refers to Blossom Beach Ltd. The contract is not effective until required payment and booking request has been received and confirmation has been sent to the renter.

2. Use of villa

The numbers of persons occupying a property must not exceed the maximum number stated in the booking documentation where all occupants should be detailed. Normal bookings are for vacation purposes and special permissions must be obtained for occupancy that exceeds the confirmed number. We reserve the right to repossess the property and/or withhold your deposit if the terms of this Agreement and agreed occupancy numbers are not adhered to.

3. Price Guarantee

Once you have booked and paid the deposit for your booking, we guarantee the price

4. Payment

A deposit of 25% of the rental amount must be received by us within three (3) working days of the provisional booking confirmation and payment instructions have been given to the customer. If a deposit is not received within this time, the booking will be cancelled. Final payment is required 60 days prior to arrival; or immediately if booking is made less than 60 prior to arrival. Once you have booked and paid the deposit for your booking, we guarantee the price. In the case of bookings made 56 days or less prior to arrival, full payment is required within three days (3) of invoicing, or on arrival, if less than three (3) working days, whichever comes first. If the final payment is not made in cleared funds by the required date the booking will be deemed as cancelled 7 days following the due date.

5. Payment Method

Payments must be made in the agreed currency - The following payment methods are acceptable:

- a. Bank transfer
- b. Wire transfer

6. Booking Alterations

A. CHANGES AND CANCELLATION BY US: If the Villa becomes unavailable due to circumstances beyond our control, we will endeavour to offer an alternative date or; if this is unacceptable to you, we will automatically give you a 100% refund. All monies paid will be returned unless the change or cancellation arises from reasons of *force majeure*.

B. TRANSFER OF BOOKINGS BY YOU: Should you be prevented from travelling due to serious injury or death, or serious injury or death of a close family member, jury service or similar you may transfer your booking to someone else. This transfer request will only be actioned if submitted to us in writing accompanied by the paperwork, which has already been issued, and/or any final payment which is still outstanding.

C. CHANGES TO BOOKINGS BY YOU: If, after our confirmation and invoice has been issued, you wish to change departure date or add another person(s) or in any way alter your booking, we will do our utmost to make the changes, provided that notification is received in writing from the person who signed the booking form, at least 56 days prior to arrival date.

D. CANCELLATION OF BOOKING BY YOU: You may cancel your holiday at any time, providing that the person who signed the booking form makes the cancellation and it is communicated to us in writing. As this incurs administrative costs, deposits will be refunded in full less 10% if the reservation is cancelled 90 days or more prior to arrival. Reservations cancelled less than 60 days prior to arrival are subject to a complete forfeiture of deposit to compensate us for the time and effort involved in making a booking and the loss of other potential bookings that have been declined once a booking has been confirmed. Notice of cancellation must be received by us in writing. Final payments are non-refundable.

Please note that if the reason for cancellation is covered under your travel insurance, you may be able to reclaim these charges. We strongly recommend you take out travel insurance.

E. FORCE MAJEURE: No liability can be accepted by us if we are forced to change or cancel your holiday due to *force majeure* reasons, which include, but are not limited to: war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear

disaster, fire, flood, adverse weather conditions, transportation or any other circumstances beyond our control.

7. Damage and Loss

A damage deposit of £250 (\$500) is to be paid. This amount will be added to your invoice. The full damage deposit will be refunded to you within one week of departure date, less the costs of any damage. You are responsible for leaving the property in good order and condition. You further undertake to pay for any damages or losses incurred during occupation. We reserve the right to repossess the property if you or a member of your party causes excessive damage.

8. Conduct

Your behaviour and that of your party must not be such as to create excessive noise or nuisance that affects quiet enjoyment of neighbouring properties and/or the safety of staff and neighbours.

9. Complaint

If you consider that you have cause for complaint during your stay, the matter should first be taken up with our staff who will endeavour to resolve the matter. If satisfaction cannot be obtained, you should report the matter at once to us via the contact details included in your arrival information. We will do our best to satisfy your requirements if we consider your complaint valid. We are unable to entertain claims lodged by you more than seven days after your departure.

10. Liability

The description of the villa is honest and factual. Every reasonable effort has been made to describe as accurately and fully as possible what we are offering and every reasonable attempt will be made to supply what has been described. Whilst we have made every effort to ensure that description and the villa meets the required standards, we cannot accept responsibility for any alterations beyond our control. Nor can we accept responsibility for any injury, sickness, loss, damage, additional expense or inconvenience, directly or indirectly caused by or arising out of the use of the property, including exceptional weather conditions. In the event of equipment or facility failure we will endeavour to repair or replace the same with minimal disruption to you. We are unable to accept liability for the failure of equipment and facilities or the absence of amenities described beyond our control. Further, no responsibility is accepted for your personal belongings, car, and its contents or of any other member of your party during the holiday. Nor can we accept liability for circumstances that are due to your own actions, or to the actions of a third party, or to an unusual and unforeseeable circumstance whose consequences could not have been prevented by us, even exercising all due care. Furthermore, we are unable to accept responsibility for any aspect of your vacation affected by *force majeure*. However, such eventualities may be covered by your travel insurance (see below). We cannot be held liable for loss of main services such as electricity or water supplies, nor any actions taken in the vicinity of the villa by any person(s) or authority over which we have no control.

11. Insurance

We strongly recommend that you take out an insurance policy in order to cover the cost of cancellation by you, the cost of assistance including repatriation in the event of accident or illness, or the cost of cancellation by us for reasons of *force majeure*. We strongly recommend that you protect yourself and the rest of your party by taking out adequate holiday insurance. We cannot accept liability should you later find yourself not to be adequately insured.

12. The Pool

There is to be no diving into villa swimming pool as we cannot guarantee that it is safe to do so. We cannot at any time accept liability under any circumstances for any instances that may affect any member of your group's personal wellbeing, including personal injury, illness or death caused by use of the pool.

13. The Beach

You should be aware the beach has a visible natural reef approximately 20 feet from shore which connects directly to our jetty. Diving from the jetty and within the shallow areas of the sea is prohibited. Use of any equipment such as peddle boats provided by us is entirely at your risk and we cannot at any time accept liability under any circumstances for any instances that may affect any member of your group's personal well being, including personal injury, illness or death arising from these activities.

14. Smoking

Smoking is prohibited inside the villa.

15. Variation of Terms & Conditions

Any variation in Terms and Conditions will be notified to you in writing. Should any significant change in terms and conditions be unacceptable to you, you shall have the right to refuse the variation or to cancel the booking and obtain a refund free of penalties.

17. Law and Jurisdiction

The contract is made on the terms herein. Any disputes will be governed by English Law and both parties shall submit to the jurisdiction of the English Court at all times. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings. Our liability in respect of the above on behalf of you and your party shall not exceed the total cost of the amount paid for the villa rental.