

BOOKING TERMS & CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

The following terms and conditions are incorporated in and form part of any agreement you may make for the rental of a property managed or listed with the company. No amendments to or deletions from these terms shall be valid unless expressly accepted and confirmed in writing.

1. THE PARTIES

- a. The “Client” shall mean the person making the booking and/or signing the Booking Form and/or making the rental deposit.
- b. The “Company” shall mean Blue Sky Luxury.
- c. The “Owner” shall mean the Property Owner.
- d. The “Guest” shall mean any person named on the booking and/or staying at the property under the booking and/or obtaining the benefit of the property and the services offered by the Owner under the booking, including minors and persons under a disability.

2. THE AGENT

Agreements for the use of the property are made between the Client and the Owner. The Company acts as an Agent for the Owner in making arrangements for the rental of the property and all and any services that might, from time to time, be agreed to be provided by the Owner. With regard to ancillary services, agreements shall be made between the Client and the provider of the said services upon such terms as shall be agreed between them.

The Client accepts on behalf of himself/herself and all Guests, to be bound by these terms and conditions.

3. THE AGREEMENT

The terms and conditions for the use of the property shall be as contained in:

- a. These Bookings Terms & Conditions; and
- b. The website on which the Booking was made

together called 'The Agreement'. The agreement shall become binding when the Company and/or the Owner receives the rental deposit, hereinafter mentioned, whichever occurs first.

4. PAYMENTS

Payment by the Client to the Company is required in full to confirm a booking. Payment may be made by Wire Transfer, International money order or Credit Card. If full payment is not made within 7 days of booking, the Company reserves the right to cancel the booking and the full balance may be forfeited.

5. CANCELLATION POLICY

- a. The Company requires at least four (4) weeks notice in writing prior to the arrival of the tenants at the property in order for us to refund payments.
- b. Should a booking, made under four (4) weeks prior to the client's arrival, be cancelled, the entire amount paid by the client is forfeited.

We reserve the right to cancel the booking and any payment is forfeited if the entire balance of rental is not paid four (4) weeks prior to client's arrival date.

Please note Rates, length of stay, payment and cancellation policies vary for Christmas and New Year Bookings, Bookings in excess of 28-days, and Booking Sites.

6. SECURITY DEPOSITS

The client is required to pay a Security Deposit on arrival at the property. The precise amount of the security deposit shall be stipulated on the booking website from the Company accepting the booking. Any security deposit shall be held by the Company, as security for any loss or damage occasioned by the Client or its guests, and for miscellaneous charges that remain outstanding after departure; subject to it being established that there are no damages or outstanding charges the balance shall be refunded to the Client no later than 30 days after departure.

7. EXCEPTIONS

If for any reason other than acts of neglect or default on the part of the Owner, the client refuses, or is unable to use the property in accordance with the terms of the Agreement, the full rental fee shall be retained by the Owner.

In the unlikely event that accommodation contracted for is not available, the Company will use their best endeavours to relocate the Client to similar or better accommodation ("the alternative accommodation").

Where the Client accepts the alternative accommodation and the Booking Fee for the alternative accommodation is less than the original Booking Fee, the Client will receive a refund of the different from the Company and/or the Owner.

Where the Booking Fee is more than the original Booking Fee the different will be due within thirty days of the offer of the alternative accommodation or the day preceding the Non-Refundable Period (as defined by clause 8 hereof), whichever is later.

Where the Client declines to accept the alternative accommodation, the rental deposit and Booking Fees, if any, will be refunded but the Company and/or the Owner will not meet any costs or expenses the Client and/or Guest(s) may have incurred as a result of the cancellation or pay any compensation.

Where the Company and/or the Owner must wholly or partially cancel a Client's rental reservation as a result of "force majeure", that is any occurrence outside its control and which could not have been avoided with all due care, the Company and/or the Owner will make no refund, nor meet any costs or expenses the Client and/or the Guest(s) may incur as a result or pay any compensation.

The Company reserves the right, in its sole opinion and without reason to terminate any booking. In such a circumstance the Company will refund the rental deposit and any Booking Fees so paid but will not be liable to make alternative arrangements for other accommodation nor will it cover any costs, which the Client and/or the Guest(s) may incur or pay any compensation.

8. REFUNDS

If the Client cancels any booking for accommodation made outside the Christmas-New Year period at least 4 weeks prior to the Client's expected arrival, the Company will refund payment to the Client.

If the Client cancels any booking for accommodation within 4 weeks of the Client's expected arrival in the case of bookings outside the Christmas-New Year period, the Company shall be entitled to seize or forfeit the payment.

If the Client cancels any booking for accommodation with the Christmas-New Year Period, the Company shall be entitled to seize or forfeit the payment.

All refunds due to booking cancellations will be subject to a 10% processing fee to cover bank charges, administration and restocking fees. In the case of refunds on account of security and telephone deposits, the cost of bank charges and currency exchange fluctuations will be borne by the Client.

There shall be no compensation or refund of the payment paid for any action taken by the Company and/or Owner or their delegate under clauses 13 to 16 hereof.

9. THE COMPANY'S RESPONSIBILITIES AND EXEMPTIONS

The company does not accept any responsibility for the performance by the Client, the Owner or any third parties of their agreements or for any consequence due to their non-performance. The Company shall not be liable for any neglect, default or failure by the Company their servants, agents or representatives provided that they have acted in good faith, in the honest and reasonable belief that their acts are proper and their information is accurate and reliable.

The Company shall not be responsible for any delay, additional expense or inconvenience caused directly or indirectly by events outside of the Company or the Owner's control such as civil disturbances, fires, floods, utility outages, severe weather, acts of God, acts of Government and travel disruption.

10. SPECIAL CONDITIONS

During the period 20th December to 10th January (or any other Specially Designated period) bookings shall not be accepted by the Company on behalf of the Owner for periods of less than 7 days- unless otherwise expressly agreed. All payments for reservations during this period are non-refundable.

11. USE OF VILLA

The Client can access the property at 15:00 hours on the day the rental commences, unless otherwise specified.

- a. The Client may not use the property for any purpose other than that of a private holiday residence for the accommodation of the Client and fellow guests unless otherwise agreed in writing by the Owner. Only those persons stipulated on the booking form may reside at the property as guests. Any changes to the guests in the party must be notified to the Company.
- b. The Client shall not do or suffer to be done anything that may be or become a nuisance or annoyance to the Owner, or the occupiers of adjoining land or that might invalidate any insurance policies effected on the property, and shall not bring any animals to the property
- c. The Client shall not sub-let or assign his rental of the villa
- d. If staff is provided with the rental property, they are to work no more than 8 hours a day. Any additional hours must be requested and agreed upon by the Property Manager and the staff. If staff is required to stay later than 8:00pm, a taxi must be called to transport them to their home(s) at the Guests' expense. Overtime charges will apply. Staff is also allowed one day off a week.

- e. The Client agrees to seek permission to entertain guests in excess of the maximum occupancy* plus 50% of stated capacity. An additional fee may apply for numbers in excess of this. Failure to receive approval may result in an Event Charge being added to your bill, or you may be requested to vacate the property and forfeit your rental deposit and any balance of the Booking Fees.
- f. The Client will take suitable steps to secure the property by the appropriate use of all locks and security devices - such as alarms. The Company accepts no liability for any loss or damage of any personal items or valuables. Where safes are provided clients are advised to secure their valuables accordingly.
- g. The Client will be charged a minimum of USD \$50 for each lost or damaged key, depending on the type of lock; and USD \$100 for lost or damaged remotes.
- h. The Client will exercise due care when in the villa and ensure the appropriate supervision of children or persons with special needs - especially in the vicinity of pools or hot tubs. The Company accepts no liability for injury or damage to the client or the client's party.
- i. The Client shall not use glass or ceramic ware around the pool (if a pool is on the property). Should glass or ceramic break and fall into the pool there will be a charge of USD \$1500 for emptying, cleaning and refilling the pool.
- j. Unless previously agreed with the Company and/or the Owner the Client will vacate the villa by 12 noon on the final day of the rental period. Should the property manager be able to accommodate a late check out on the final day of the rental period, the following rates apply:
 - 1. Departure between 2:00 - 5:00pm with no meals: 1/2 day's rate
 - 2. Departure after 5:00pm with or without meals: full day's rate

12. VISITORS

All visitors are required to vacate the property by 12pm. Only registered clients and/or guests, up to the maximum allowance, can stay beyond 12pm.

13. NO PARTY & NO EXCESSIVE NOISE POLICY

The Company and/or the Owner or their delegate may evict a client and/or guest(s) if he/she/they are found to be creating excessive noise, having a party in

the property or exceeding the number of guests allowed in the property. Any such eviction will be without warning and without refund of the balance of the rental.

14. EVICTION OF A CLIENT/GUEST

The Company and/or the Owner of their delegate may evict a client/guest or visitor without warning/notice should the following conditions warrant:

- Intoxication and unsavoury behaviour;
- Overcrowding - when the number of persons in the property exceed the permitted number;
- Physical or verbal assault towards staff, residents or other clients/guests;
- Willful damage to the villa;
- Any incident for which the police needs to be called onto the premises;
- Any behaviour posing a safety threat to others;
- Ignoring advice to reduce excessive noise (music or other noise);
- Bringing onto the property illegal substances, flammable fluids or other explosives, fireworks or articles deemed hazardous to life limb or property
- Smoking within the villa or any other user of the villa not in accordance with clause 11 hereof

15. REFUSAL OF ENTRY

The Company and/or the Owner or their delegate reserves the right to refuse clients/guests who have engaged in conduct identified at clauses 13 and 15 hereof on a previous stay at any of BSL's properties.

16. RIGHT OF ENTRY

In the event that the Company and/or the Owner or their delegate has a legitimate cause for concern; if any of the provisions herein are breached and/or if the client/guest has not been seen or able to be contact over a reasonable period of time, the property may be entered by the Company and/or the Owner or their delegate.

17. TIDINESS AND DAMAGE

1. The Client shall leave the villa and all the furniture, fixtures and effects in good order and condition (fair wear and tear excepted) and shall inform the Company or the Owner or the Owner's staff promptly of any damage caused to the property or its contents during occupation by

the Client. The Client undertakes to pay for all such damage and for any missing items.

2. All breakages or lost items should be reported to the Property Manager or Guest Relations Manager prior to departure where a cost of replacement (or an estimate) will be advised. Any amount due by the Guest will be deducted during reconciliation of the Security Deposit. See Clause 6.

18. DISPUTES

In the event that any dispute or difference shall arise between the client, and the Owner or the Company or any of them which are not resolved speedily and amicably between them, the matters in dispute shall be resolved by arbitrations in Barbados in accordance with Barbados law.

19. VALUABLES

The Client agrees that any monies or other valuable, goods or vehicles that are brought in or onto the villa remain their responsibility. The Company and/or Owner will not be responsible for their safekeeping. In addition, no responsibility is taken for any property left by a client/guest at the villa (please check all wardrobes, drawers and safes before vacating the villa).

20. RECOMMENDATION

Clients are strongly advised to obtain comprehensive travel insurance for all persons in the party in the event of medical emergencies (including evaluation and repatriation), cancellation, and losses to possessions/money, personal liability and other expenses.