

# **Booking Terms & Conditions BAR1101**

## **PLEASE READ THESE TERMS & CONDITIONS CAREFULLY**

The following terms and conditions are incorporated and form part of any agreement you may make for the rental of any apartment at Reeds House ("The Apartment"). No amendments to or deletions from these terms shall be valid unless expressly accepted and confirmed in writing.

### **THE PARTIES**

1. The "Client" shall mean the persons signing the Booking Form on behalf of each and every guest. His/Her/Their signatures shall constitute acceptance of all these booking Conditions on behalf of each and every guest.
2. The "Agent" shall mean the agent offering the apartment for rent.

### **THE AGREEMENT**

3. Agreements for the use of the apartment are made between the Client and the Agent in making arrangements for the rental of the apartment and all and any services, which might, from time to time be agreed to be provided by the Agent. 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.

4. The terms and conditions for the use of the apartment shall be as contained in:
  - i) The signed Booking form and
  - ii) The signed Booking Terms and Conditions and
  - iii) The Confirmation of Payment in full or by way of Deposit received by the Agent accepting the booking Together called "The Agreement". The agreement shall not become binding until the Agent has received from the Client the Booking form duly signed together with the rental deposit hereinafter mentioned and as confirmed in writing to the Client that the booking has been accepted.

### **DEPOSITS AND PAYMENTS**

5. Payment by the Client to the Agent of a deposit equal to 25% of the total rental fee is required to confirm a booking and payment of the remaining 75% is required 60 days prior to the commencement of the booking. Payment may be made by telegraphic transfer, bankers draft or cheque. If full payment is not received 60 days prior to the commencement of the booking the Agent reserves the right to cancel the booking and the deposit will be forfeited. In the event of a booking being made that falls within the window of the 60 days full payment must be made in order to secure the booking.

### **CANCELLATION POLICY**

6. The Agent requires notice in writing seventy-five (75) days prior to the commencement of the booking in order to refund the deposit paid. The balance of the rental fee is due sixty (60) days prior to the commencement of the booking and where cancellation is made less than sixty days prior to the commencement of the booking the entire amount paid by the Client will be forfeited. Where notice of cancellation is received less than seventy-five days but more than sixty days prior to the commencement of the booking the Client will only forfeit the deposit of 25% and the Agent will refund the balance of the rental fee if already paid by the Client.

7. The Agent shall not be liable for any neglect default or failure by their servants 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.

8. The Agent shall not accept any responsibility for the Clients personal effects during the rental period or at any time thereafter whether they be left under locked conditions or deposited in the safe.

### **SPECIAL CONDITIONS**

9. During the period 15th December until 6th January bookings shall not be accepted by the Agent for a period of less than 14 nights. Payment by the Client to the Agent of a non-refundable deposit equal to 50% of the total rental fee is required to confirm such a booking and payment of the remaining 50% is required 60 days prior to the commencement of the booking. All payments for reservations during this period are non-refundable.

### **USE OF THE APARTMENT**

10. The Client may not use the apartment for any purpose other than that of a private holiday residence for the accommodation of the Client and his/her guests unless otherwise agreed in writing by the Agent. The Client shall not do or suffer to be done anything that may be or become a nuisance or annoyance to the Agent, or the occupiers of other apartments at Reeds House or that might invalidate any insurance policies effected on the apartment, and shall not bring any animals to the apartment. The Client shall not sublet or assign his rental of the apartment. On written agreement with the Agent the Client will vacate the apartment at an agreed time on the final day of the rental period.

### **CHILDREN**

11. The apartment is for the use of not more than the agreed number of adults, on special request the Agent may permit children over the age of 8 years old to stay at the apartments.

### **TIDINESS AND DAMAGE**

12. The Client shall leave the apartment and all the furniture fixtures and effects in good order and condition and shall inform the Agent or Agent's staff promptly of any damage caused to the property or its contents during occupation by the Client. The Client undertakes to pay for any damage or breakages caused by any member of the party and for any missing items.

### **SECURITY DEPOSIT**

13. Some properties require a security deposit and the deposit required will be stated on the Booking Form. This security deposit will be returned within ten working days of the guest's departure so long as no damage has been caused.

**DISPUTES**

14. In the event that any dispute or difference shall arise between the Client, and the Agents which are not resolved speedily and amicably between them, the matters in dispute shall be resolved by arbitration in Barbados in accordance with Barbados law.

**WE HAVE READ & UNDERSTOOD THE BOOKING TERMS & CONDITIONS & SIGN CONFIRMING OUR AGREEMENT Signed THE AGENT'S RESPONSIBILITIES AND EXEMPTIONS**

\_\_\_\_\_ Date \_\_\_\_\_