

# Sunset Reef Villa (Part of the C. J. Property Group)

## Booking Terms & Conditions

### 1. Parties

Within these Booking Terms & Conditions, Sunset Reef Villa Management and the 'customer' means the party leader making the booking on behalf of all persons named on the booking form.

The contract is not effective until the required 30% deposit payment has been received and confirmation has been sent to the customer.

### 2. Use of Sunset Reef Villa

The numbers of persons occupying the property must not exceed the maximum number stated in the booking confirmation.

Normal bookings are for vacation purposes and special permissions must be obtained for functions where the number of people in attendance exceeds 150% of the capacity of the villa.

### 3. Price Guarantee

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

### 4. Payment

A deposit of 30% of the rental amount must be received by Sunset Reef Villa Management within seven (7) days after the provisional booking confirmation is made 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. In the case of bookings made 60 days or less prior to arrival, full payment is required within seven (7) of invoicing, or on arrival, if less than seven (7) working days, whichever comes first. Sunset Reef Villa Management may also provide an additional contract relating to additional vacation services booked subsequently to the Villa booking. The Contract is not effective until required payment has been received and confirmation sent to the customer.

### 5. Payment Method

Payments must be made in either USD \$; GB Pounds £; or Euro's, at the relevant exchange rate on booking - The following payment methods are acceptable:

- a. Credit Card - All card payments are subject to a 2% handling fee.
- b. Debit card
- c. Banker's Draft
- d. Cheque
- e. Money or Postal Order
- f. 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 together with a fee of \$70.00 or equivalent, £ or Euro's to cover our costs for making the transfer and/or any additional sum required by a supplier for effecting the change.

#### 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 party leader, at least 60 days prior to arrival date. This will incur an amendment fee of \$70.00 or equivalent, £ or Euro's in addition to the increase, if any, in the costs of the revised arrangements. This amendment fee will be applied each time we issue an amended confirmation/invoice. No refund will be made for unused accommodation or services.

#### D. Cancellation of booking by you:

You may cancel your holiday at any time, providing that the party leader makes the cancellation and it is communicated to us in writing. As this incurs administrative costs, deposits will be refunded in full less 25% if the reservation is cancelled 90 days or more prior to arrival.

Reservations cancelled less than 59 days prior to arrival are subject to a complete forfeiture of deposit to compensate Sunset Reef Villa Management for the time and effort involved in making a booking and the loss of other potential bookings that have been turned down once a booking has been confirmed. Notice of cancellation must be received by Sunset Reef Villa Management in writing. Final payments are non-refundable.

Our cancellation levy charges are as shown:

Period Prior to Arrival Date	Cancellation Charge
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90 days or more	25% of deposit
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60 - 89 days	50% of deposit
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59 - 30 days	65 % of payment
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Less than 29 days	100%
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Please note that if the reason for cancellation is covered under your travel insurance, you may be able to reclaim these charges.

#### E. Force Majeure:

No liability can be accepted by Sunset Reef Villa Management if we are forced to change or cancel your holiday due to Force Majeure reasons, which are included, but 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. If, before your arrival there is a minor change, we will do our best to inform you although we are under no obligation to do so, nor are we obliged to pay compensation.

#### 7. Damage and Loss

A damage deposit of one nights booking fee is normally requested. for each villa rental. This amount will be added to your invoice. The Full damage deposit will be refunded to the customer within two (2) weeks of departure date less the costs of any damage. The customer is responsible for leaving the property in good order and condition. The customer further undertakes to pay for any damages or losses incurred during occupation. Sunset Reef Villa Management reserves the right to repossess the property, at any time, if the customer or a member of the party has caused excessive damage or disruption.

#### 8. Complaint

If the customer considers that he/she has cause for complaint concerning Sunset Reef Villa Management the matter should first be taken up with the villa on site representative. If satisfaction cannot be obtained, or if the customer's complaint relates to services provided by Sunset Reef Villa Management, the customer should report the matter at once to our office and in such cases, we will do our best to satisfy your requirements if Sunset Reef Villa Management considers the complaint valid. Sunset Reef Villa Management will not entertain claims lodged by a customer more than seven days following departure when it is no longer possible to investigate the complaint effectively.

#### 9. Liability

Every reasonable effort has been made to describe as accurately and fully as possible the services offered and every reasonable attempt will be made to supply what has been described. Sunset Reef Villa Management, Whilst makes every effort to ensure that descriptions are accurate and that properties meet its required standards, Sunset Reef Villa Management cannot accept responsibility for any alterations made to the property or its amenities, which are beyond its control. Nor can it accept responsibility for any injury, sickness, loss, damage, additional expense or inconvenience, directly or indirectly caused by or arising out of the use or condition of the property and its appearances, plumbing, gas, electrical or otherwise, exceptional weather conditions. Further, no responsibility is accepted for the personal belongings, car, and its contents of the customer or any member of the party during the holiday. Sunset Reef Villa Management, their partners and suppliers, have to the best of their knowledge and capabilities provided a safe environment, and by accepting the conditions of booking you and all members of your party are accepting that the Sunset Reef Villa Management, partners, and suppliers will not 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. Nor can Sunset Reef Villa Management 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 which consequences could not have been prevented by Sunset Reef Villa Management or their suppliers, even exercising all due care. Furthermore, Sunset Reef Villa Management is unable to accept responsibility for any aspect of your vacation affected by Force Majeure; however, such eventualities may be covered by your travel Insurance. Sunset Reef Villa Management cannot be held liable for loss of main services such as electricity or water supplies, nor any actions taken in the vicinity of your accommodation by any person(s) or authority over which we have no control. Similarly, you should be aware that there might be occasions when an advertised facility is either modified or not available. Such situations may be dictated by local circumstances, breakdown of machinery and/or the necessity for maintenance, unsuitable weather conditions, fuel shortages, power cuts and other circumstances beyond our control. If we are advised of this we will endeavour to inform you in advance, but cannot be held liable in such circumstances.

Your Flight: We are unable to accept responsibility for any aspect of your holiday affected by your flight arrangements as the agreement is with the airline and is beyond our control, even where we have arranged this on your behalf. For any specific requirements relating to your flight such as pre - bookable services for meals, pre-allocated seating and any other special needs you should arrange this directly with the airline.

#### 10. Insurance

Sunset Reef Villa Management requires and strongly recommends that you take out an insurance policy in order to cover the cost of cancellation by you or the cost of assistance including repatriation in the event of accident or illness. Sunset Reef Villa Management strongly recommends that you protect yourself and the rest of your party by taking out adequate holiday insurance. Sunset Reef Villa Management cannot accept liability should you later find yourselves not to be adequately insured.

#### 11. Protecting your Payments

Sunset Reef Villa Management will protect all monies paid by the customer for cancellation or failure to perform due to insolvency including repatriation.

#### 12. Villa & Pools:

There is to be no diving into the villa swimming pool. Sunset Reef Villa Management 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 caused by use of the pool.

#### 13. Pets

If you are vacationing with your pet you must inform Sunset Reef Villa Management, prior to booking the villa.

#### 14. Smoking

Smoking is strictly prohibited inside the villa.

#### 15. Additional Services

The Contract is extended to include additional services agreed between you and Sunset Reef Villa Management following booking, payment and confirmation of the additional services, clauses 3, 4, 5, 6, 8 & 9 of Terms & Conditions apply.

#### 16. 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 costs 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.

C.J. Property Group;  
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