

BOOKING CONDITIONS

1. INTRODUCTION

1.1. Barbados Sotheby's International Realty is the trading name of Coral Island Real Estate Ltd ("we", "us", "our"). We act as agents for the Owner of the villas and apartments ("the Property"). "You" and "your" refers to all the persons named on the Booking Form (including anyone who is added at a later date)

1.2. A contract is formed when we receive your booking form duly signed with your rental deposit. Before you sign the Booking Form you must read these Booking Conditions carefully as they form part of the contract between you and the Owner of the rental property.

1.3. These Booking Conditions apply to the rental of all properties managed and/or listed with us and by arranging accommodation through us you confirm your acceptance of these conditions to the exclusion of any other terms and conditions which you may seek to apply to the contract. There shall be no amendments to or deletions to these terms and conditions unless expressly accepted and confirmed in writing.

1.4. Your contract shall be governed by and construed in accordance with the Laws of Barbados. You agree to submit to the exclusive jurisdiction of the courts of Barbados over any claim or matter arising under or in connection with this contract with the Owner.

2. BOOKING AND PAYMENT

2.1. Reservation

2.1.1. When you make a booking we will send you a confirmation e-mail containing payment form and booking form accepting the booking and provisionally reserve your accommodation on the basis of these terms and conditions. A binding contract will not come into existence until we have received the signed Booking Form with the rental deposit (or if applicable the full payment) and we send our confirmation invoice to you. Prior to doing so, we may send you an acknowledgment of receipt of the deposit. Any such acknowledgement simply indicates that the booking has been made not that it is confirmed.

2.2. Deposits and Payments

2.2.1. Payment made by you to us of a refundable deposit equal to 25% of the total rental fee is required to confirm a reservation and payment of the remaining 75% is required **ninety (90) days** prior to your arrival for bookings during the Winter period (December 15 - April 15) and **sixty (60) days** prior to your arrival for bookings during the Summer period (April 15 and December 15). During the Peak Christmas period (December 20 – January 10) deposits are 50% of the total sum due, must be paid within

fourteen (14) days of the booking having been made and are not refundable. The 50% balance must be paid no later than **ninety (90) days** prior to arrival.

2.2.2. We reserve the right to request a deposit of 50% of the total rental fee before accepting any booking. Payment may be made by Wire Transfer, International Money Order or Credit Card (card fees applicable). Where a booking is required forty-five (45) days or less before your arrival date, full payment must be made within fourteen (14) days of the booking being confirmed to secure the booking.

2.2.3. If the booking is made within forty-five (45) days or less prior to arrival, full payment must be received before being granted access to the property. If full payment is not made within fourteen (14) days of the booking being made, we reserve the right to cancel the booking.

2.2.4 A rental deposit paid by you to us shall be held by us (subject to the terms hereof) on your behalf until acceptance of the booking is sent to you and thereafter such sums shall be held (subject to our brokerage and other proper charges) on behalf of the Owner.

2.3. Cancellation Policy

2.3.1. We reserve the right to cancel the booking in accordance with our cancellation policy outlined in the table below.

2.3.2. For winter bookings (between December 15 - April 15 **excluding Christmas/New Year bookings – See 6. Special Conditions**) the final balance of the rental fee is due **ninety (90) days** prior to your arrival at the villa. Where cancellation is made within this period a full refund of all payments will be made to you.

2.3.3. For summer bookings (between April 15 - December 15) the final balance of the rental is due **sixty (60) days** prior to your arrival. Where cancellation is made within this period a full refund of all payments will be made to you.

2.3.4. Bookings made during the Peak period are non-refundable.

2.3.4. Should a booking made under **forty-five (45) days** prior to your arrival be cancelled the entire amount paid will be forfeited.

2.3.5 In the event that there is any measure of refund due to you, the refund will be subject to a 10% processing fee to cover bank charges and administration.

3. SECURITY DEPOSIT

3.1. You are required to pay a security deposit on or before arrival at the property. The precise amount of the security deposit shall be stipulated in our Confirmation of acceptance of your booking. This security deposit shall be held by us as security for any loss or damage occasioned by you or your 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 you no later than fourteen (14) days after your departure.

4. EXCEPTIONS

4.1. If for any reason other than acts of neglect or default on the part of the Owner, you refuse or are unable to use the property in accordance with the terms of the Arrangement the full rental fee shall be retained by the Owner; provided however that should the Owner re-let the villa during the material rental period you shall be refunded the difference between the amount you paid to the Owner and the amount received by the Owner on the re-letting.

4.2. In the unlikely event that the accommodation contracted for is not available we will use our best endeavours to relocate you to similar or better accommodation. **In the event that such alternative accommodation is not acceptable, by us making a full refund of all monies paid on account of the booking we shall be deemed free of all obligations.**

5. REFUNDS

5.1. In the case of refunds due to booking cancellation and/or security and telephone deposits, the cost of bank charges and currency exchange fluctuations will be borne by you.

5.2 Any and all refunds are subject to a 10% processing fee.

6. SPECIAL CONDITIONS

6.1. During the period December 20 - January 10 (or any other specially designated period) bookings shall not be accepted by us on behalf of the Owner for periods of less than fourteen (14) days unless otherwise expressly agreed. Payment by you to us of the deposit equal to 50% of the total rental fee is required to confirm such a booking and payment of the remaining 50% is required ninety (90) days prior to your arrival. All payments for reservations during this period are non-refundable.

7. LIMITATIONS OF OUR LIABILITY TO YOU

7.1. We do not accept any responsibility for the performance by you, the Owner or any third parties of their agreements or for any consequences due to their non-performance.

7.2. We shall not be liable for any neglect, default or failure by us, our 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.

7.3. Neither we nor the Owner shall be responsible for any delay, additional expense or inconvenience caused directly or indirectly by events outside of our control or the Owner's control such as civil disturbances, fires, floods, utility outages, severe weather, acts of God, acts of Government and travel disruption.

8. YOUR ACCOMMODATION

8.1. The reserved villa shall be available to you by 3 p.m. at the earliest on the agreed date of arrival unless otherwise specified.

8.2. You may not use the property for any purpose other than that of a private holiday residence 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 us.

8.3. You 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.

8.4. You shall not sublet or assign the rental of the property.

8.5. You shall agree to seek permission to entertain guests in excess of the **maximum occupancy**. An additional fee may be applicable 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.

8.6. You will take suitable steps to secure the property by the appropriate use of all locks and security devices such as alarms. We accept no liability for any loss or damage of any personal items or valuables. Where safes are provided you are advised to secure their valuables accordingly.

8.7. You will exercise due care when in residence and ensure appropriate supervision of children or persons with special needs especially in the vicinity of pools and hot tubs. We accept no liability for injury or damage to you or your guests.

8.8. On the agreed date of departure the property must be vacated and at our disposal by 12 noon at the latest unless previously agreed with us and/or the Owner.

8.9. You shall leave the property and all the furniture, fixtures and effects in good order and condition (fair wear and tear excepted) and shall inform us or the Owner or the Owner's staff promptly of any damage caused to the property or its contents during occupation by you. You undertake to pay for all such damage and for any missing items.

8.10. 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 you will be deducted during reconciliation of the Security Deposit.

9. EVICTION OF CLIENT/GUEST

9.1 We and/or the Owner or their delegate reserve the right to evict you and/or your guest(s) if found to be creating excessive noise, having a party in the Property or exceed the number of permitted guests allowed in the Property. Any such eviction will be without warning and without refund of the balance of the rental.

9.2 We and/or the Owner or their delegate may evict you and/or your guest(s)/visitor(s) without warning or notice should the following conditions warrant:

- Intoxication and unsavoury behavior;
- Overcrowding – when the number of persons in the villa exceed the permitted number;
- Physical or verbal assault towards staff, residents or other clients/guest;
- Willfull damage to the Property;
- Any incident for which the police needs to be called onto the premises;
- Any behavior 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 Property or any other use of the Property not in accordance with clause 8 above.

10. DISPUTES

10.1. Any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with this contract and which cannot be resolved speedily and amicably between the parties the matter in dispute shall be resolved by the law courts of Barbados.

11. TRAVEL INSURANCE

11.1. It is a requirement for you and all members of your party to have adequate travel insurance (including medical, air evacuation, rescue and repatriation insurance, cancellation, losses to possessions/money, personal liability and other expenses).

11.2. It is the responsibility of you and your party to ensure that the cover provided is suitable and adequate for the trip and you and your party's particular needs.

12. **INCIDENTALS**

12.1 All incidentals arranged through Barbados Sotheby's International Realty must be settled before the guest's departure. They include, but are not limited to:

- Fast Tracking/Meet and Greet Services - Strongly suggested if the flight arrives during a high traffic period where immigration and customs lines may be longer than normal.
- Transfers from and back to the airport - Strongly suggested for new visitors or those who are not renting a car from the airport.
- Groceries - if purchased on behalf of the client. This includes the first night's dinner and first breakfast if requested. Grocery packs are available to choose from or customize.
- Baby Equipment Rentals - As required by guests.

12.2 These charges will be added to the incidental bill along with a full break down of bills for your convenience. A 15% service charge will be added to all incidental bills.

13. **EARLY CHECK-IN/LATE CHECK-OUT**

13.1 Early Arrival or Late check outs will be accommodated on a request basis only and are subject to the availability of the property to allow staff adequate time to turn around the unit.

-Standard Check in is 3pm

Complimentary (12-3pm) early check in is available only as availability allows and cannot be guaranteed until the day before.

Early check-in (10am - 12pm) is available only as availability allows and cannot be guaranteed. This will be an additional cost of US\$100.

Check- in earlier than 10am can be accommodated and guaranteed for an additional cost of 1 night stay.

-Standard Check out is 12pm

Complimentary (12-3pm) late check- out is available only as availability allows and cannot be guaranteed until the day before departure.

Late check - out (3 - 6pm) is available only as availability allows until the day before departure and cannot be guaranteed. This will be an additional cost of US\$100.

Check -out later than 6pm can be accommodated and guaranteed for an additional cost of 1 night stay.

14. CHILD POLICY

14.1 Kindly note that some properties do not allow children under the age of 12 years.

14.2 For those that do, the first child under the age of 4 is free of charge if maximum occupancy is exceeded and approved by the Agent at the time of booking. Any additional children in excess between the ages of 4 and 12 will be an additional US \$50 per day once approved. The booking agent should be notified on confirmation so that this cost can be added to the nightly rate and should be paid at the time of booking. Please be reminded that if villa rules are not respected, the property manager/owner or their representative reserves the right to refuse entry on arrival.

15. COMPLAINTS/REFUNDS

15.1 If you experience any issues in the property during your stay, it is important that you notify your property manager or booking agent immediately so that the issue can be addressed and resolved expeditiously. Any issues brought to our attention after check-out will be noted and investigated but no refunds will be given if no notification was provided during the dates booked.

16. PAYMENT

16.1 Kindly note that credit card authorization details will be required on check in for all arrivals. This will be held on file in the event of any damages or payment of outstanding incidental bills.

17. CONTACT INFORMATION REQUIRED

17.1 For safety and security reasons, in the event of natural disaster (such as hurricanes), we require an alternative method of contact including mobile number and email for the primary and secondary contact persons in your group.