

## Terms & Conditions of Rental

1. This short term vacation rental agreement is entered into on behalf of Bajacu Property (“the Owner”) for the vacation rental of Bajacu, Providenciales, Turks and Caicos Islands, British West Indies (“the Property”).
2. **Reservations and Rental Fee** - Reservations are only considered upon receipt of a completed booking form. The Owner reserves the right, in its discretion, to accept and confirm a reservation, or to reject it for any reason. Reservations shall not be deemed accepted and confirmed until the Owner notifies the client in writing. To block the dates requested, a 50% deposit is required within 5 working days following receipt of the booking form. The balance of the rental fee is due 60 days before arrival. If a reservation is made less than 60 days before arrival, the full rent is due at the time of booking.
3. In the event of any reservation not being accepted by us, all payments received will be refunded immediately.
4. On receipt and acceptance of a booking form, clients are liable for the payment of the balance of the rental and security fees. Non payment by the due date will be treated as a cancellation and we may re-let the property without reference or notice to clients, who shall remain liable for payment of the full rental amount, whether or not the Property is re-let to a third party. The Owner may, in its sole discretion, elect to make a full refund for any reservations cancelled before 60 days prior to arrival, less an administration fee of \$200. In no event, however, will a refund be made for cancellation made within 60 days of arrival. **We strongly recommend that clients obtain suitable travel insurance to guard against the cost of unexpected cancellations.**
5. The rental fee includes general power, water, cable TV, local telephone calls and airport greeting. The rental fee does not include international telephone calls (including 1-800 numbers) or pool heating all of which are measured or metered and charged separately. Damage over and above normal wear and tear is also not included. Such additional costs will be charged to your credit card, or otherwise against your security deposit, with documentation of such charges sent to you. If your security deposit, whether paid by credit card or otherwise, is insufficient to cover the additional costs, you will pay such costs upon receipt of a demand from Owner accompanied by supporting documentation.
6. **Payment and Accounts** –payment will be made by credit card or by wire transfer (routing details provided on request). Accounts (for extras) are rendered weekly and/or on departure. If payment is made by credit card the client irrevocably agrees and authorises the Owner, its servants or agents to charge his credit card with the following sums:
  - a) 50% deposit of the rental fee (at time of booking)

- b) 50% balance of the rental fee (at the appropriate date)
  - c) Any additional charges due under the terms of this agreement
  - d) Any credit card fees incurred by the Owner
7. **Security Deposit** - we ask you for a sum equivalent to 10% of the rental fee to accompany the rental fee for any breakages, damages, additional cleaning costs, extras (telephone charges etc) and any additional damage or cost otherwise due under this agreement. Any unused balance will be refunded within 45 days of departure. This deposit is payable at the time of booking.
  8. **Occupancy** - Only the persons specified on the booking form may reside in the Property with a maximum occupancy of 10 persons.
  9. **Rental Period** - Rentals are offered by the week and for a period of one week (Saturday to Saturday). Rentals occurring over the period of 23<sup>rd</sup> December to 3<sup>rd</sup> January have however a minimum rental period of 2 weeks. Rentals commence at 3.00 p.m. on the first day of tenancy and end at 11.00 a.m. on the day of departure when the property must be vacated. Failure to vacate the Property in a timely fashion may result in additional damages and penalties, deductible from the security deposit, including but not limited to any costs associated with Owner's failure to deliver the Property to subsequent clients.
  10. **Staff** – The clients agree to take good care of the Property. The rental fee includes the provision of appropriate numbers of staff for ordinary cleaning duties throughout the rental period commensurate with the number of guests but clients will be responsible for the full cost of damages or breakages and any exceptional cleaning.
  11. The rental fee also includes the services of a chef at the Property but clients are solely responsible for the payment for any food or beverages bought at their request by the staff at the Property.
  12. The Owner's staff and/or representatives may also assist clients in booking or recommending ancillary services including car rentals, taxis, tourist excursions, fishing guides, medical care, baby sitters, nannies, restaurants, shopping or other similar services which may enhance the quality of clients' vacation. It is emphasised that in providing such assistance the Owner, its staff and/or representatives do not accept any responsibility and/or liability as agent, principal or howsoever otherwise for such services booked by clients.
  13. The Owner, its staff and/or representatives are in no way responsible or otherwise liable for services beyond the normal operation of the property as a short-term vacation rental only.
  14. **Faulty Equipment** - The Owner undertakes to repair or replace any faulty equipment with all due diligence. However no claims will be entertained in respect of equipment which remains faulty for reasons beyond the Owner's control.

15. Clients acknowledge that although every effort is made to maintain the premises in good order, wear and tear on a rental property is unavoidable. Please notify the house staff as soon as possible if a problem exists. Every effort will be made in order to rectify any problem that exists in a timely manner. Please keep in mind that Providenciales, like many small islands, is without ready access to many goods and services that are readily available in the United States, Canada or Europe. Please be advised that neither the Owner nor its representative can be held responsible for problems arising from outside contracted service providers such as, for example, utility companies and public service providers including garbage pick up. Every effort will be made, though, by the Owner and its representatives to deal with these outside service providers to solve any problem that might arise in a timely fashion, however, no rebate nor refunds will be given back for lack of service that are beyond the Owner's control.
16. In the interests of others, clients must ensure that there is no unreasonable amount of noise particularly late at night.
17. **Responsibility** - The Owner, its staff and agents accept no responsibility or liability for any accident, injury, loss or damage whatsoever to clients, their guests and their belongings during the clients' stay at the Property, all of which are hereby expressly disclaimed by the Owner, its staff and agents, including but not limited to any which may arise from the use of the Property or service by the staff, in particular but not limited to use of any swimming pool on the Property, slip and fall, and loss of or damage to personal belongings however caused. Anyone using such pool does so at his or her own risk and recognizes that no diving is allowed. Clients are moreover specifically advised not to allow children to swim or play in a swimming pool or the ocean without responsible adult supervision. Clients agree to inform their guests of this clause and to bring their attention to any warning notices in the Property. In particular, the Property has a number of polished and tiled floors which can be slippery when wet and care should be taken accordingly. In no event shall the Owner, its staff or agents be liable to the clients for an amount greater than the refunds referenced in paragraph 19 below. The clients shall, jointly and severally, indemnify the Owner, its staff and agents, against any liability or cost (including reasonable attorney's fees) for injury to third parties caused by the clients during their stay at the Property.
18. **Security** – Whilst the crime levels in the Turks and Caicos Islands are low, clients should take similar precautions to those they would take at home to guard against petty theft. Accordingly, clients must lock the doors and windows when away and at night. Valuables should be placed in the safes provided in each room.
19. If for reasons beyond the Owner's control (e.g. fire damage) the Property is not available on the date booked all rents paid in advance will be refunded in full but clients will have no further claim against the Owner under this Agreement or otherwise in connection with the Property.

20. The Owner reserves the right to reasonable access to the Property for its staff and/or representatives.
21. In the event of a complaint, clients should in the first instance notify the staff at the Property so that an on the spot investigation can be made during the rental period. The Owner reserves the right to refer any unresolved complaints regarding the standard of the property to arbitration.
22. If there shall be a breach of any of these terms and conditions, the Owner's agents and/or employees may at their discretion, re-enter the property and terminate the rental without prejudice.
23. The person signing the booking form, who must be a member of the party occupying the Property, agrees to the conditions of booking on behalf of all the persons included in the booking form, who shall be deemed to be clients for all purposes of this agreement and who, by occupying the property, shall be deemed to have ratified and confirmed their agreement to be bound by all the present terms and conditions.
24. In the case of any discrepancies between these booking conditions and the advertisement these conditions shall prevail.
25. This agreement is governed by the Laws of the Turks and Caicos Islands whose Courts shall have sole and exclusive jurisdiction to hear and determine any dispute arising hereunder and from the occupation by clients of the Property generally. The clients hereby waive the jurisdiction of any other court or tribunal, regardless of any contacts by the Owner, its representatives and staff, with such jurisdiction. The clients acknowledge and agree that this provision is of the essence of this agreement and that, if they seek to bring any action hereunder or otherwise in connection with their occupation of the Property outside of Turks and Caicos, it is the parties' intent that the court or tribunal should dismiss the claim for lack of jurisdiction and competence.
26. In the event that any one or more of the provisions contained herein shall be held for any reason to be illegal, invalid or unenforceable, such holding shall not affect any other provision hereof and this Agreement shall be construed and interpreted as if such provision or provisions so held had not been contained herein.