

TERMS AND CONDITIONS OF
SHORT-TERM VACATION RENTAL AGREEMENT

1. This short-term vacation rental agreement ("the Rental Agreement") is entered into by the Owner for the vacation rental of Bajacu, Providenciales, Turks and Caicos Islands, British West Indies ("the Property") with the Client, as named above and which expression includes all guests named on the reservation request form and all persons staying at the Property during the rental period.
2. Reservations are only accepted and confirmed upon receipt of a final signed Rental Agreement that will be provided to the Client upon receipt of this reservation request from.
3. The rental fee will be as set out above.
 - 51% of the Rental Fee plus 10% of the Rental Fee (being the service charge) shall be paid upon signing of this Rental Agreement. This sum shall be a prepayment against the total amount due and owing pursuant to the terms of this Rental Agreement.
 - The balance of the Rental Fee (49%) plus 12% of the Rental Fee (being the government tax) is due 60 days before arrival.
 - If this Rental Agreement is dated less than 60 days before arrival, the full Rental Fee plus 10% (of the Rental Fee) service charge and 12% (of the Rental Fee) government tax is payable upon the signing of this Rental Agreement.
4. Non-payment of the sums set out in clause 3 by the due date will be treated as a cancellation and the Rental Agreement will be terminated. Upon cancellation and termination, the Owner may re-let the Property without reference to the Client who remains liable for payment of the amount then due.
5. The Client must provide the Owner with written notice of cancellation. If the Owner received this notice at least 60 days' prior to arrival, then at the Owner's sole discretion the Client may be entitled to a refund of the Rental Fee and service charge paid with the Owner permitted to retain 20% of the Rental Fee. No refunds will 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. The Owner agrees and acknowledges that any government tax paid on the Rental Fee is non-refundable if such Rental Fee is forfeited by the Owner.**
6. In the event of any reservation not being accepted by the Owner, all payments received, from the Client, will be refunded within five (5) working days of the Owner not accepting the reservation.

7. In the event of the Owner entering into a binding agreement for the sale of the Property the Owner has the right to give 90 days' prior written notice of termination of this Rental Agreement and shall immediately refund to the Client all amounts paid to the Owner which shall be the Owner's full and sole liability under this Rental Agreement. The Client permits the Owner or its agents to enter and show the Property to any potential purchasers, upon reasonable notice and only once in every 7 day period.
8. The Rental Fee includes general power, water, cable TV and Wifi. The Rental Fee does not include damage over and above normal wear and tear.
9. All payments shall be made by wire transfer (routing details provided on the invoice). Accounts (for extras) are rendered whilst the Client is at the Property and in any event on or prior to Departure.
10. Only the persons specified on the booking form may reside in the Property with a maximum occupancy of 12 persons of the age of 3 years or older. Children under the age of 3 years do not count towards the maximum occupancy for the Property.
11. Rentals are for a minimum of one week (Saturday to Saturday), except during the period of Christmas/New-Year where the minimum is 10 days. Rentals commence at 3.00 p.m. on the first day of occupancy/arrival 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 including an additional day's rental fee, which the Client hereby agrees may be charged pursuant to clause 9 and such further damages including but not limited to any costs associated with the Owner's failure to deliver the Property to subsequent clients.
12. The Client agrees to take good care of the Property and the Client must ensure that the Property and all furniture, fixtures and effects remain in the same condition as when the Client checked into 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 the Client will be responsible for the full cost of damages or breakages and any exceptional cleaning.
13. The Rental Fee also includes the services of a Chef at the Property but the Client is solely responsible for the payment for any and all food and beverages.
14. The Owner's staff and/or representatives may also assist the Client in booking or recommending ancillary services including car rentals, taxis, tourist excursions or other similar services which may enhance the quality of the Clients' vacation. It is emphasized that in providing such assistance the Owner, its staff and/or representatives does not accept any responsibility and/or liability as agent, principal or howsoever otherwise for such services booked by the Client.
15. 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.

16. The Owner undertakes to repair or replace any faulty equipment located at the Property with all due diligence. However, no claims will be entertained in respect of equipment which remains faulty for reasons beyond the Owner's control.
17. The Client acknowledges that although every effort is made to maintain the Property in good order, wear and tear on a rental property, such as the Property, is unavoidable. The Client should 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. The Client should 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, but not limited to, 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.
18. In the interests of others, the Client must ensure that there is no unreasonable amount of noise particularly late at night. Furthermore, the Client cannot carry out any illegal activity at the Property or any activity that could be reasonably considered a nuisance or annoyance to the Owner or the occupants of neighbouring land.
19. The Owner, its staff and/or representatives accepts no responsibility nor liability for any delays, accidents, injuries, losses or damages whatsoever to the Clients, their belongings or the Property, during their stay at the Property howsoever caused.
20. Whilst Providenciales is safe, the Client is advised and agrees to keep their valuables in the safes located at the Property and for all doors at the Property to be locked at night.
21. The client agrees and acknowledges that, without limitation and inter alia:
 - (i) the swimming pools;
 - (ii) the golf carts;
 - (iii) the beach; and
 - (iii) the polished and/or tiled floors

are inherently dangerous and use of the same are entirely at the Client's own risk.

With regard to the swimming pools no diving is allowed and children are not permitted to swim or play in the swimming pools or the ocean without responsible adult supervision.

With regard to the golf carts children are not permitted to drive the same. Use of the golf carts whilst under the influence of drugs or alcohol is prohibited. The Client shall be fully liable for the full cost of repairing all damage sustained to the golf carts or to third parties or property owing to the use of the golf carts.

The Client also recognises that the Property has polished and/or tiled floors which can be extremely slippery when wet and particular care should be taken accordingly.

The Client agrees to inform their guests of this clause and to bring their attention to any warning notices in the Property.

22. The Owner shall not be liable for any damages, losses or injuries caused by conditions outside of its control including, without limitation, any fire, flood, hurricane, tsunami, war, revolution, terrorism or change of law, regulation or government policy.
23. The Client shall, jointly and severally, indemnify and hold harmless the Owner, its staff and agents, against any liability or cost (including reasonable attorney's fees) for injury, death and/or property damage caused by the Client during the stay at the Property.
24. The Client shall, jointly and severally, indemnify and hold harmless the Owner, its staff and agents, against any liability or cost (including reasonable attorney's fees) which may arise out of or in connection with the Client's use and occupancy of the Property.
25. If for reasons beyond the Owner's control (including, without limitation, any fire, flood, hurricane, tsunami, war, revolution, terrorism or change of law, regulation or government policy) the Property is not available on the date booked all monies paid in advance will be refunded in full but the Client will have no further claim against the Owner.
26. In the event of a complaint, the Client 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.
27. In the case of any discrepancies between these booking conditions and the advertisement these conditions shall prevail.
28. If there shall be a fundamental 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 Agreement, without prejudice to any entitlement on the Client's part to damages whereupon the Client and guests shall forthwith vacate the Property.
29. 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 Client hereby waives the jurisdiction of any county other court or tribunal, regardless of any contacts by the Owner, its representatives and staff, with such jurisdiction. The Client acknowledges and agrees that this provision is of the essence of this Rental Agreement and that, if they seek to bring any action hereunder or otherwise in connection with their occupation of

the Property outside of the Turks and Caicos Islands, it is the parties' intent that the court or tribunal should dismiss the claim for lack of jurisdiction and competence.

30. 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.
31. The Owner reserves the right at all times to have reasonable access to the Property for its staff and/or representatives.