

Antigua Villa Vacations - Terms & Conditions

Your booking will be taken as your and your party's acceptance of the following conditions:

1. Deposit and Payments

1a If the vacation commencement date is more than 10 weeks from the booking date.

A non refundable deposit of 30% of the total villa accommodation price is required when you make your booking to secure your reservation. The balance of 70%, plus the security deposit detailed below, must be paid and cleared no less than 10 weeks before commencement of the rental period.

1b If the vacation commencement date is less than 10 weeks from the booking date.

Payment in full (100% of the total villa accommodation price), plus the security deposit detailed below, must be made when you make your booking to secure your reservation.

2 Refundable Security Deposit

Upon making the booking, the applicant agrees to pay for any damage of any kind to the property. A refundable security deposit of \$US 750 must be paid along with your final balance. This is to guard against any possible damage / loss / excessive cleaning to the property that is incurred during your rental period.

The amount, less any applicable claims will be refunded to you by bank transfer or cheque within 4 weeks of the date of your departure from the property.

3. Items not included

The price includes hire of the villa accommodation and the facilities itemised under the 'Room Only Plan'. Additional items such as the All-Inclusive Plan, insurance, excursions, flights, car hire and other forms of travel are not included in the price. All-Inclusive may be obtained at the resort at an additional cost per person of \$US90 per day (minimum three day purchase).

4. Booking Contract

By making a booking, you are considered to be the 'party leader' for the purposes of these terms & conditions and you agree to the obligations of this contract in full.

5. Booking Cancellations by You

Cancellation must be in writing by the party leader. In the event of cancellation, the following charges apply:

10 weeks or more prior to rental period - loss of deposit only

Less than 10 weeks - 100% rental charge.

For most reasons beyond your control cancellations will be covered by your travel insurance.

You are reminded of the advisability of taking out adequate travel insurance for all members of your party

6. Booking Cancellations by Us

Although it is unlikely that we will have to make any changes to confirmed arrangements, it could occasionally happen, and we will advise you at the earliest possible date. If for any reason beyond our control we are unable to provide you with the property you have booked, we reserve the right to transfer you to a similar or

better property. However, if this is not possible or you do not wish to be transferred, we will cancel the booking and refund the amount paid to us for the property, but we will not be liable for any cancellation charges for travel arrangements.

7. Number Of Guests

Should the owners or their representative find more persons living in the rental accommodation than those stated, all parties will be asked to vacate the property.

8. Insurance

It is a condition of booking that your party is covered by comprehensive travel insurance including coverage against trip cancellation and against personal injury. The appropriate coverage should be purchased at the time of the booking. Please contact your travel agent, travel consultant or insurance broker in your home country about this.

9. Behaviour & Damage To The Property

The person making the booking is responsible for the correct and decent behaviour of the party. You are responsible for any loss or damage that you or members of your party may cause to the property or its contents. You are required to report any damages to the property owners or their representative and to bear the cost of repair or replacement. Should you or any member of your party behave unrespectfully towards the property and its contents, the owners or their representatives will be entitled to ask and expect that you vacate the property immediately.

10. Pets

Normally pets will not be allowed. If you want to bring one with you, please check with us first to have authorisation. If accepted, you may be asked for an additional security deposit.

11. Valuables

Valuables left at the property are at the clients' risk. Neither we nor the owners nor their representatives will be held responsible for their loss or misplacement.

12. Party Size

Each person occupying the house, with ages, must be listed on the booking form, this includes small children. The accommodation cannot be shared; assigned or sub-let and only persons shown on the booking form are permitted to stay in the property. We, the owners or their representative reserve the right to refuse admittance if this condition is not met. Failure to comply will render the booking void and no compensation will be paid.

13. Liability

We accept no responsibility whatsoever for the death, personal injury, accidents, loss, or damage to persons or personal belongings however caused. The use of all accommodations and all amenities, including the swimming pool is entirely at the users own risk. Children must at all times be supervised by responsible adults when using the swimming pool and at no time are children to be allowed on to the deck area without adult supervision. We cannot accept any liability for any loss of rental time due to travel problems, flight delays, cancellations, terrorist acts, industrial disputes or any events, which are outside our control, including any form of Force Majeure.

14. Force Majeure

As with any other holiday, there may be circumstances completely beyond our control and contemplation, in which the property might not be available for your

booking. Examples of these circumstances include (but not limited to) destruction of or severe damage to the property. Such circumstances are referred to as "Force Majeure". In the event of Force Majeure the owners will do their best to make alternative arrangements for you where possible. If they cannot, or if alternative arrangements are unacceptable to you, then they will refund all monies paid. This will be the full extent of the owner's liability to you in such circumstances, and they shall not be responsible for any other costs connected with any such cancellation, however arising.

15. Responsibilities

The guests are responsible for the property, and are expected to take all reasonable care of it including the locking of all doors and windows whenever the accommodation is unoccupied. At the end of the rental period guests should leave the property in reasonable order including everything in the house, all walls, carpets and furnishings.

16. Code of Conduct

All clients undertake to behave with propriety and in such a manner as in no way to cause or be likely to cause damage, distress danger or annoyance to those occupying adjacent or nearby properties, property and/or any third party. The contract of any client in breach of this clause will be terminated and neither we nor the providers of the services in question will have any further contractual obligations to you.

17. Law

This contract is subject to and shall be construed in accordance with the laws of Great Britain and all parties hereby submit to the exclusive jurisdiction of the British Courts.

18. Complaints Procedure

The accommodation and services are provided by St James's Club. Please contact them or their representatives at your earliest convenience so that the situation can be resolved as quickly as possible. If this complaint relates to services provided, then it is incumbent upon you to seek a resolution while you are still in occupation of the accommodation. If you fail to register the complaint immediately, your omission will be regarded as a breach of the contract between you and the owners, who may not then assume responsibility.

Agreement To Terms & Conditions:– To Be Signed By Applicant

I have read the terms & conditions, which I understand and agree to

Signed: _____

Print Name: _____