



## HOLIDAY LETTING AGREEMENT

**The PROPERTY** Kings Beach Village (KBV) ("the Property")

**TELEPHONE NUMBER** 001 246 622 2315

**EMAIL ADDRESS** info@kingsbeachvillage.co.uk

**ADDRESS** Road View, St Peter, Barbados

**PAYMENT PARTNER** Sunny Villas Ltd will be taking your payment.

**DEPOSIT** A 30% non-refundable deposit is payable in advance to confirm your booking. The Agreement shall not commence until your booking has been acknowledged and accepted by KBV and the Deposit paid. Booking Confirmation will be sent to you once this occurs.

**SECURITY DEPOSIT** This is a refundable deposit taken 7 days prior to arrival, which will be refunded subject to you leaving the villa as you found it complete with all inventories supplied in good working order, clean and tidy. We reserve the right to retain the security deposit (either in part or full to cover and failure to do this, including non-return of the villa keys and towels.) We reserve the right to pursue a guest for recompense for any damages caused which may exceed the value of the security deposit and will require payment within 14 days of the day of departure.

**FINAL PAYMENT** The outstanding balance will automatically be taken from your credit card 12 weeks prior to your arrival date. Failure to pay the final balance by the 12 weeks due date may result in the loss of your booking and deposit.

**CANCELLATIONS** All cancellations must be received in writing by email to info@kingsbeachvillage.co.uk from the email address of the lead name on the booking form and will be accepted from the date that the bookings team acknowledge and confirm this. Due to the nature of email, you are advised to chase this if you have not received confirmation within 2 working days as we accept no responsibility for email communication.

In some Extenuating Circumstances Travel Credit may be applied for an alternative booking date.

**Cancellation within 12 weeks prior to the date of arrival** - 100% of the total cost.

**More than 12 weeks' notice prior to the date of arrival** - Loss of deposit.

**The INVENTORY** means the list of the Owner's possessions at the Property ("the Inventory")

THIS HOLIDAY LET AGREEMENT sets out the terms and conditions applicable to the holiday letting of the Property.

### Holiday Letting Agreement - Conditions

1. The Guest shall be entitled to occupy the Property for holiday purposes only. The Guest confirms that the Property is not their principal residence. KBV is registered with the state authorities.
2. The Guest will:
  - 2.1. Pay the Fee in accordance with this Agreement.
  - 2.2. Keep the interior of the Property in a good, clean state and condition and not damage or injure the Property or any part of it including any grounds and outbuildings.
  - 2.3. Vacate the Property by 11am (local time) on the last day of the Holiday period, leaving it in the same clean state and condition it was in at the beginning of the Holiday period, reasonable wear and tear excepted.
    - 2.3.1. Pay a late check out fee- permission must be sought if you wish to check out after 11am (local time) on the last day of the holiday period and a fee of 25% of the day rate up to 3.00pm will be payable if available. Failure to check out at the time agreed will result in a full day at the Villa Rate at RRP will be charged, without discount, together with any surcharge of putting the next guest in to temporary accommodation in a hotel of at least a 4 star.
    - 2.3.2. Check in on your day of arrival is from 3pm (local time).
  - 2.4. Keep the items referred to in the inventory in good condition and report immediately any issues on the day of arrival.
  - 2.5. Replace any breakages or damage to performance of equipment. All items should be clean and stored in the appropriate cupboards and ensure the cooker, fridge, and microwave are clean.
  - 2.6. Not remove any items belonging to the Property with the exception of beach towels which may be used around the pool and must be returned at the end of the stay or there will be a charge of \$25 per towel.
  - 2.7. Not make any alteration or addition to the Property nor do any redecoration or painting of the Property.
  - 2.8. Not do or omit to do anything on or at the Property which may:
    - a. be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises or
    - b. engage in any activity in or around the villas and swimming pool which may cause damage, pollution to the water or damage to the

structure or filtration equipment or

- c. in any way prejudice the insurance of the Property or cause an increase in the insurance premium payable for it
- 2.9. Not allow or keep any pet or any kind of animal on the Property. Further not feed or encourage any monkeys, cats or dogs on to the property.
- 2.10. Comply with state regulations, do not use or occupy the Property in any way whatsoever other than as a private holiday residence for a maximum of 2 person per 1 bed villa and 4 persons per 2 bed villas, including children. Only people on the booking form may occupy the villa.
- 2.11. Not assign, sublet, charge or part with or share possession of occupation of the Property or any part of it.
- 2.12. The local community has strict rules regarding noise that MUST be respected. It is a criminal offence to cause noise and nuisance which results in guests being unable to enjoy and relax in their villas and community life.
  - a. If a complaint is received, you will be respectfully asked to reduce the noise level.
  - b. If a second complaint is received a penalty charge of USD \$120 will be payable. This amount will be deducted from your security deposit.
  - c. If a third complaint is received, this could result in the local authorities requesting the villa to be evicted immediately, for which all costs will be borne by the guest.
- 2.13. Visitors are welcome to the Property between the hours of 8am and 11pm (local time) subject to registering with KBV and you are responsible for your visitors adhering to the booking terms.
- 2.14. In the interest of all guests, loud music in and around the villa should not be played so that it disturbs another guest. Failure to do observe the rules may involve security for which the cost will be borne by the guest and could result in immediate eviction in severe cases and/or loss of your security deposit.
- 2.15. Allow the Owner or anyone with the Owner's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair and carry out any necessary repairs.
- 2.16. Maid service will be available subject to availability between 9.00am – 4.00pm for villas that have paid for this service. 1 weekly change of linen is included in the standard price. Additional linen changes and maid service may be requested subject to availability for an additional charge.
- 2.17. Remove all rubbish and dispose of in the correct waste bin on site and all personal items from the Property before leaving.
- 2.18. No Smoking is permitted on the property or its terraces. Smoking is only allowed in the designated smoking area. Please do not throw cigarette filters or stubs in the gardens or plant pots. Failure to observe this in the Property will result in the guest being charged for all soft linen and fabric being cleaned and refumigation which will be charged at USD \$1500
3. Subject to the Guest paying the Fee and performing his/her obligations under this Agreement the Guest may peaceably use the property as a holiday residence during the Holiday period, without interruption from the Owner.
4. In the event of:
  - a. the Fee being unpaid for more than 24 hours after it is due (whether demanded or not) or
  - b. there being a breach of any other of the Guest's obligations under this Agreement,the Owner is entitled to treat the Holiday Let as cancelled by the Guest, without prejudice to any of the Owner's other rights and remedies in respect of any outstanding obligations on the part of the Guest.
5. All references in this Agreement to the singular shall include the plural and vice versa; any obligations or liabilities of more than one person shall be joint and several; and an obligation on the part of a party shall include an obligation not to allow or to permit the breach of that obligation, including through omitting to do something to prevent it.
6. Management reserves the right to accommodate you in any villa of the same type or higher than you have paid for.
7. The Property cannot guarantee that all facilities listed will always be functioning. All endeavors will be made to rectify any problems as soon as reasonably possible. No refunds or adjustments shall be made for unforeseen issues or mechanical failures, and we reserve the right to move you to another in the event that issues cannot be promptly resolved.
8. The swimming pool is used entirely at the guests' own risk and is open between 8am and 6pm (local time). No diving is allowed, and children MUST be supervised at all times. Glass is not permitted in or around the pool area at any time.
9. The villa hire cost does not include any personal insurance cover of any kind. It is a condition of booking that travel insurance is taken out against cancellation. By completing the booking form the hirer acknowledges that it is their responsibility to take out travel insurance.
10. The Property recognizes that previous or current staff, past management, previous creditors, or any related parties or by association can present potential or actual conflict of interest. Therefore, there is a policy not to permit these people on to the property without written permission of KBV.
11. In the unlikely event of a problem arising whilst you are on holiday relating to your villa, you should immediately contact KBV who will seek to resolve the matter as quickly as possible. Your satisfaction is paramount to us, and should you consider that the matter is of a serious nature, we kindly ask that you notify us by email to [info@kingsbeachvillage.co.uk](mailto:info@kingsbeachvillage.co.uk) promptly (within 24 hours) so that we can review any matters of concern.

12. The owners of the property will not be liable for loss or delay occasioned by any of the following: Strikes, Riots, Political Unrest, Hostilities, War or Threat of War, Terrorist Activity, Industrial Disputes, Fire, Flood, Technical Problems to Transport, Aircraft Grounding, Closure of Airports, Weather Conditions, Changes to Government Travel Requirements, Declared Emergencies and Epidemics or any other events beyond our control.
  
13. **DISCLAIMER Liability** - The Property is privately owned and neither the owners nor the management team accept any responsibility whatsoever for person injury, accidents, loss or damage to persons or personal effects, however caused. The owners and their agents reserve the right of entry at any time. Whilst all information supplied in the brochure/website is deemed correct to the best of our knowledge, it is understood that the information supplied is for guidance purposes only and does not form part of the contract.

The signing of the booking form by the party leader confirms acceptance of the terms and conditions set up as above and are binding on the persons listed on the booking form intended to occupy the premises.

Please tick to agree to the Terms & Conditions

