



## TERMS & CONDITIONS

This provides our standard terms and conditions of rental for guests. Palm Tree Vacation Homes, hereinafter referred to as the Company, or the owner of the property, hereinafter referred to as the Owner, offers the short term rental of a property, to the person of 21 years or over named as the Party Leader, hereinafter referred to as the Guest, under the terms set out below.

### Acceptance

The Guest agrees and acknowledges that payment of the rental sum to the Company will signify their full acceptance of these Terms & Conditions.

### Payment

The Guest agrees to pay the Total Rental Fee as set out on the booking confirmation by the due date. Final and full payment is due 60 days prior to arrival. In the event of late payment, or failure to pay, the Company reserves the rights to levy the cancellation penalty charges against any money that the Guests have paid in advance and cancel the booking of the Guest. Where the money paid in advance is insufficient to cover the cancellation penalty, the Company reserves the right to exercise any legal remedies to pursue the amount owed by the Guest. The Company reserves the right to amend rates at any time. Pre-existing reservations, where the Guest has made a payment, will remain at the pre-increase price.

### Rental Period

The guest agrees, and the Company permits the Rental Period to begin and end on the dates shown as the Rental Period (as shown on the booking confirmation)

### Check In & Check Out

Upon check-in a guest must present a photo ID along with a valid Credit Card. Check In to the Property is after 4pm on the date of the arrival as shown on the Booking Confirmation. At the sole discretion of the Company, any Guest arriving to collect keys before that time may be refused. Within 24 hours of arrival to the Property, the Guest agrees to complete the Guest Registration Form and return the signed form to the offices of the Company within one working day. Failure to return the Registration Form will be deemed confirmation that the Guest accepts the Property as found, and accepts responsibility for all damages or loss found at the Property on departure of the Guest.

Check Out is on the date of departure as shown on the Booking Confirmation and Guest Registration, at 10am. All keys must be returned to the office of the Company on the date of departure within 1 hour of check out time. In the event that the keys are not returned then the Guest will pay a \$50 key charge. Should the Guest require a late check out, the Guest must have agreed such a departure time with the Company no less than one day prior to the departure date. In the event that it is found that the Guest has not departed the Property on the date of departure, at the due time, then the Guest will incur a minimum charge of one night's accommodation at the published Palm Tree Vacation Homes rate

### Basis of Rental

Properties offered for short-term rental through the Company are provided on a self-catering basis. The company provides a small starter supply of toilet paper and soap. Once these items are used, it is the Guests responsibility to replenish them.

### Service Level

The company makes all efforts to maintain each property and its equipment in good working order. If a problem is found with housekeeping the management company must be notified immediately, do not assume responsibility to clean the unit. We will have housekeeping inspect and rectify the problem. Failure to notify us at the beginning of your stay will omit the possibility of a new clean/compensation. The Company agrees to a Service Level for the remedy of any problems found at the Property, either on arrival of the Guest, or during the Rental Period, as follows. The Company agrees to provide a reasonable response time to remedy problems that, at the sole discretion of the Company, constitute emergencies, which would affect the safety of the Guest. Any problems arising during the Rental Period at the Property that do not constitute an emergency as determined by the Company will be remedied during or after the Rental Period, based on the severity of the problem, at the sole discretion of the Company.

Wherever commercially possible, repairs are performed within 24 hours, but sometimes delays are inevitable. No refunds are granted for malfunctioning mechanical or electrical equipment including (but not limited to): inoperable appliances, air-conditioning units, pools and/or spas. No refunds will be given for unfavorable weather, early departure, utility service interruption, construction, or maintenance issues. Additionally, there are no refunds for faulty recording or playback equipment, TVs, audio, telecoms, cable reception, computer equipment or internet access.

### Accidental Damage

The Guest agrees that the Party Leader remains responsible for all loss from the Property or its inventory during the Rental Period, this includes the moving of items to other properties. The Guest must complete and return the Rental Agreement Form (provided on arrival) within one working day. Again, failure to return the Registration Form will be deemed confirmation that the Guest accepts the Property as found, and accepts responsibility for all damages or loss found at the Property on departure of the Guest.

The Guest agrees that the Company or the Owner can charge additional fees to cover:

- Early arrival or late departure charges
- Non-return of keys
- Loss or breakages of items
- Smoking in the property
- The moving of items to other properties
- Damage to the Property or its equipment
- Unauthorized Pets
- Un-returned Rental Agreements

Smoking and Pets are not permitted in the Property. Guests with pets are advised to place their pets at another facility. Neither the Company nor the Owner of the Property can be held liable for any loss or injury to a pet while staying at the Property, or for any action taken by the pet or pet owner against third parties. In the event that a Guest brings a pet to the Property, the Company will levy a charge of \$100 per bedroom per week to the credit card of the Guest,

to pay for additional sanitation and cleaning on the departure of the Guest and pet. Failure to pay the charge described above, or refusal, will result in the eviction from the Property, and loss of all rental money paid.

### **Cancellation**

The Guest may cancel their booking at any time up to or during the Rental Period. In the event that the Guest exercises their right to cancel, the Company will levy the following cancellation policy penalty rates of the Total Rental Fee (amount shown on booking confirmation)

- Up to the Balance being due, \$50 administrative fee
- Between 60 and 45 days prior to arrival, 25%
- Between 44 and 30 days prior to arrival, 50%.
- Between 29 and 15 days prior to arrival, 75%.
- Less than 14 days prior to your arrival, **NO REFUND**.
- Failure to cancel your reservation **in writing** will result in us reserving the right to keep the entire rental fee.

Cancellations at any time when the rental period falls over Holidays and Peak Seasons are subject to a 100% of the total rental fee penalty, if cancelled within 30 days.

The Company regrets that it is unable to waive any of the cancellation charges above, whatever the circumstances.

### **Limitation of Liability**

The Company makes all reasonable efforts to provide advice and information. This information can be found in the home folder at the Property. It is the responsibility of the Guest to ensure that they have read and understood the contents and advice given following arrival at the Property. The Company is willing to provide any and all further information pertaining to the Property providing the Guest has first read the home folder. In addition the Company states the following:

The Company and/or the Owner will not release the physical address of the Property to the Guest prior to the collection of the keys and directions to the property on arrival. This is a security measure.

The Company and/or the Owner do not accept liability for equipment failure and or services in the Property. In the event of failure of equipment, the Guest must notify the Company immediately so that the Company may elect to affect a remedy to the failure.

The Company and/or the Owner do not accept liability for lost or stolen personal property of the Guest from the Property during the Rental Period. The Company provides information and advice in the home folder in an advisory capacity only, with no guarantee or promise of security. In the event that property of the Guest is lost or stolen, the Guest should advise the appropriate authority. The Company and/or Owner is also not responsible for any left items, if any items are left, if found, will be returned at expense of the Guest (min \$15 charge).

The Company or its representatives may enter the Property at any time, without notice, for the purpose of protection and/or maintenance of the Property. Wherever possible, the Company will provide notice to the Guests prior to such entrance.

The Company and/or the Owner accept no liability for personal loss or injury to the Guest during the Rental Period. The Guest must ensure that they have adequate insurance cover. The Company provide information and advice in the home folder to the Guest in an advisory capacity only, with no guarantee or promise implied, even when the Guest makes use of any advice given by the Company or its representatives

The Guest must ensure that Children are supervised at all times. It is the policy of the Company that all Children under the age of 18 years are not left in rental accommodation un-supervised during the Rental Period.

The Company and/or the Owner do not accept any liability for the acts or omissions of any agent. These include but are not limited to, airlines, car-hire companies, travel agents, ticket agents, homeowners, or utility providers.

The Company and/or the Owner do not accept liability for failure of pool heat to provide adequate heating where pool heat is provided via an electrical heat pump, and where the outside air temperature drops below 55 degrees Fahrenheit. Electrical heating pumps do not operate effectively below this temperature, and failure of such devices to heat the pool is outside of the Company's control, and is regarded as an act of nature.

The Company and/or the Owner do not accept liability for acts of violence, nature, fire, flood, war, civil disobedience, riot, or other force majeure that may have a deleterious effect on the Guest.

The Company does not accept liability for removal of the Property from the marketplace, or transfer of the Property to another company by the Owner that result in the Property becoming unavailable for the Rental Period. Wherever such an event occurs, the Company will offer the Guest a suitable alternative accommodation of equal quality subject to availability. In the event that the Guest refuses the offered alternative property, then the Guest may cancel the booking, and the Company will refund the Total Rental Fee, less the applicable cancellation penalty.

Failure to comply with any of the terms herein will, at the sole discretion of the Company, result in the eviction of the Guest from the Property, without recompense or refund.

