

Cassia 25: Terms and Conditions

1. The property known as Cassia 25 (the “**Property**”) is offered for holiday rental subject to confirmation by the Owner to the renter (the “**Client**”)
2. To reserve the Property the Client should complete and sign the booking form and return it together with a deposit of 50% of the total property rental. Following receipt of the booking form and deposit the Owner will send a letter of confirmation which is the formal acceptance of the booking.
3. The balance on your holiday (50%) is due no later than 4 weeks prior to the first day of your arrival date.
4. The monies paid are refundable on the following basis:
 - Less than 4 weeks before start of holiday: no refund
 - 5-8 weeks before start of holiday: 25% of total property rental
 - 9-12 weeks before start of holiday: sum equal to deposit paid less admin fee of USD250
5. A refundable security deposit of USD500 is also payable four weeks before the date of your arrival. This will be refunded within 28 days of the final day of your stay on the basis of no damage. Charges for damage are strictly at repair or replacement cost. This security deposit does not limit the Client’s liability to the Owner and all cost for damage will be claimed against the Client.
6. The maximum number to reside in the Property must not exceed 4 unless the Owner has given prior written permission. Sub-letting of the Property is strictly forbidden.
7. No pets are allowed at the Property
8. The villa is a strictly non-smoking villa (inside)
9. The rental period shall commence at 4pm on the first day and finish at 10am on the last day. The Owner shall not be obliged to offer the accommodation before the time stated and the Client shall not be entitled to remain in occupation after the time stated except by prior agreement. All times are quoted in local Barbados time.
10. When left empty all windows and the front door must be closed and locked.
11. The Client agrees to be a considerate tenant and to take good care of the Property.
12. The Client agrees not to act in any way which would cause disturbance to the residents of neighbouring properties.
13. The Client is responsible for any accident or personal injury arising from any action of a member of the Client's party. The Client's party is defined to be the Client and persons staying at the Property and any person invited onto the premises by the Client.
14. The Client shall report to the Owner without delay any defects in the Property or breakdown in the equipment, plant machinery or appliances in the Property and arrangements for repair or replacement will be made as soon as practically possible.
15. The Owner shall not be liable to the Client:
 - For any temporary defect or stoppage in the supply of public services or availability of RWM amenities (incl. but not limited to Golf, Gym, swimming pool, Beach Club)
 - For any loss damage or injury which is the result of adverse weather conditions, riots, strikes or other matters beyond the control of the Owner.
 - For any loss damage or inconvenience caused or suffered by the Client if the Property shall be destroyed or substantially damaged before the start of the rental period and in any such event the Owner shall within seven days of notification to the Client refund all sums previously paid in respect of the rental period.
16. Under no circumstance shall the Owner's liability to the Client exceed the amount paid to the Owner for the rental period.
17. This contract shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England. Any proceedings arising out of or in connection with this contract may be brought in any court of competent jurisdiction in England.

19 January 2014