

# VILLA TIJTRAP – TERMS & CONDITIONS

*Revised February 2024*

The contract entered into is between the owner of the holiday accommodation and the holidaymaker, hereinafter referred to as “The hirer”. The contract is not effective until the required payment has been received and confirmation has been sent to the hirer.

## **1/ SEASONS**

We categorizes the year into three (3) seasons: High, Peak and Low season.  
Please check the seasons under Contact Us – Rates

## **2/ PAYMENTS**

A deposit of 50% of the rental amount must be received within three (3) working days after the relevant invoice and payment instructions have been given to the hirer. If a deposit is not received within this time, the booking will be cancelled. If a deposit is not received within this time, it is within the discretion of the owner to cancel the booking.

Final payment is required 45 days prior to arrival (60 days for Christmas/New Year bookings) or immediately if booking is made less than 45 days prior to arrival (or 60 days in the case of Christmas/New Years bookings). If the balance payment is not received by the due date, the owner reserves the right to cancel the booking and retain the hirer’s deposit.

In the case of bookings made 45 days prior to arrival, full payment is required within three (3) working days, or on arrival, if less than two (2) working days, whichever comes first.

All payments can be made by Bank transfer or Credit card. Some conditions apply and full details will be given at the time of booking.

Payments by Traveller’s Cheques, other currencies or personal cheques, will not be accepted.

All clients will be asked to sign a Waiver of Liability and a credit card authorization form, which will allow the Agency to charge the card any charges that clients incur while at the villa.

## **3/ CANCELLATIONS**

If the reservation is cancelled 61 days or more prior to arrival (91 days for Christmas/ New Year bookings), deposits will be refunded in full less US\$500.00 OR 20% of the total booking value (whichever is greater). Reservations cancelled less than 61 days prior to arrival are subject to a complete forfeiture of deposit to compensate the owner for the time and effort involved in making a booking and to compensate the owner for the loss of other potential bookings that have turned down once a booking has been confirmed.

Notice of cancellation must be received in writing.

Final payments are non-refundable.

#### **4/ CHANGES TO BOOKINGS**

A US\$100.00 administration fee will apply to each change after a booking has been confirmed. Changes cannot necessarily be accommodated in all cases.

#### **5/PROVISIONS AND STAFF**

Villa Tjitrap has a minimum of four domestic household staff. All our properties are fully equipped with bed linens, towels, cooking utensils etc.

#### **6/ EVENTS AND PARTIES**

Normal bookings are for vacation purposes and special permissions must be obtained for functions where the number of people in attendance exceeds 150% of the capacity of the villa. Also clients should be aware that these are private villas located in residential neighbourhoods and, as such, not all functions or events can necessarily be accommodated. Much depends on the vagaries of the neighbourhood's residents.

If you are planning to hold an event such as a wedding or any large congregation of people at your villa it would be best to bring this to the villa manager attention as soon as possible.

Please be aware that normally the villa manager will not accept a booking involving a function without prior confirmation that a function coordinator has been employed..

The villa manager have rules governing villa usage for events and parties and a surcharge of up to the equivalent of a night's rental price is applicable, in addition to a local community ('Banjar') fee.

#### **7/ DAMAGE OR LOSSES**

The hirer is responsible for leaving the property in good order and in a clean condition. The hirer further undertakes to pay for any damages or losses incurred during occupation. The villa manager reserves the right to repossess the property if the hirer or a member of the party has caused excessive damage.

#### **8/ NUMBERS IN PARTY / SUITABILITY**

The numbers of persons occupying a property must not exceed the maximum number stated in the booking confirmation. The villa manager reserves the right to refuse any booking, which, in its opinion, is unsuitable for the property concerned.

#### **9/ LIABILITY**

The villa manager will not accept responsibility for any injury, sickness, loss, damage, additional expense or inconvenience, directly or indirectly caused by or arising out of the use of the property, plumbing, gas, electrical or otherwise, and exceptional weather conditions. Further, no responsibility is accepted for the personal belongings, car, and its contents of the hirer or any member of the party during the holiday.

## **10/ COMPLAINTS**

If the hirer considers that he/she has cause for complaint concerning a property, the matter should be taken up with the Villa Manager. In such cases, if The villa manager considers the complaint valid, a partial refund may be offered. This will have to be discussed and approved by the relevant villa owner and may take several weeks to finalize. No liability shall arise beyond the refund of the monies paid. The owner will not entertain claims lodged by the hirer upon departure or after return home when it is no longer possible to investigate the complaint effectively.