



## **Mammee Bay Villa Booking Terms & Conditions**

### **1. Parties**

Within these Booking Terms & Conditions, 'you', 'your' and 'customer' means the party leader making the booking on behalf of all persons named on the booking. 'us' and 'we' refer to Oasis Places who act as booking agents on behalf of the villa owners that it represents. 'The Owner' means the person or company with responsibility for the rental property, 'The Villa'. This Contract is between you and The Owner and subject to the terms herein. We reserve the right to repossess the property without any refund to you if the terms of this Agreement and agreed occupancy numbers are not adhered to.

The contract is not effective until required payment has been received and confirmation has been sent to the customer.

### **2. Use of Villas**

The numbers of persons occupying a property must not exceed the maximum number stated in the booking confirmation.

Normal bookings are for vacation purposes and special permissions must be obtained where number of people in attendance exceeds that noted on the booking form.

Please see Villa information to confirm whether your villa is staffed, non-staffed or staffing optional. Where your villa is staffed the Villa information will detail the villa staff complement.

### **3. Price Guarantee**

Once you have booked and paid the deposit for your booking, we guarantee the price

### **4. Payment**

A deposit of 25% of the rental amount must be received by Oasis Places within seven (7) days after the provisional booking confirmation is made and payment instructions have been given to the customer. If a deposit is not received within this time, the booking will be cancelled. Final payment is required 56 days prior to arrival; or immediately if booking is made less than 56 prior to arrival. Once you have booked and paid the deposit for your booking, we guarantee the price. In the case of bookings made 56 days or less prior to arrival, full payment is required within seven (7) of invoicing, or on arrival, if less than seven (7) working days, whichever comes first. Oasis Places may also provide an additional contract relating to additional vacation services booked subsequently to the Villa booking. The Contract is not effective until required payment has been received and confirmation sent to the customer.

### **5. Payment Method**

Payments must be made in the currency quoted. Payments are subject to a 2% handling fee. The following payment methods are acceptable:

- a. Credit Card
- b. Debit card
- c. Banker's Draft
- d. Cheque
- e. Money or Postal Order
- f. Wire transfer

### **6. Booking Alterations**

- a. Changes and Cancellation by us:

If the Villa becomes unavailable due to circumstances beyond the owner's control, we will endeavor to offer an alternative date or; If this is unacceptable to you, you will be entitled to a 100% refund. All monies paid will be returned unless the change or cancellation arises from reasons of Force Majeure.

**b. Transfer of bookings by you:**

Should you be prevented from traveling due to serious injury or death, or serious injury or death of a close family member, jury service or similar you may transfer your booking to someone else. This transfer request will only be actioned if submitted to us in writing accompanied by the paperwork, which has already been issued, and/or any final payment which is still outstanding together with a fee of £20.00/\$40.00 to cover our costs for making the transfer and/or any additional sum required by a supplier for effecting the change.

**c. Changes to bookings by you:**

If, after our confirmation and invoice has been issued, you wish to change departure date or add another person(s) or in any way alter your booking, we will do our utmost to make the changes, provided that notification is received in writing from the person who signed the booking form, at least 56 days prior to arrival date. This will incur an amendment fee of £20.00/\$40.00 in addition to the increase, if any, in the costs of the revised arrangements. This amendment fee will be applied each time we issue an amended confirmation/invoice. No refund will be made for unused accommodation or services.

**d. Cancellation of booking by you:**

You may cancel your holiday at any time, providing that the person who signed the booking form makes the cancellation and it is communicated to us in writing. Reservations cancelled by you are subject to a complete forfeiture of deposit to compensate Oasis Places for the time and effort involved in making a booking and to compensate the owner for the loss of other potential bookings that have been turned down once a booking has been confirmed. Notice of cancellation must be received by Oasis Places in writing. Final payments are non-refundable. If you wish to rebook your villa for another date, we reserve the right to levy cancellation charges as shown: -

<b>Period Prior to Arrival Date</b>	<b>Cancellation Charge</b>
90 days or more	10% of deposit
56 – 89 days	25% of deposit
55 – 30 days	40 % of payment
29 – 20 days	50 % of payment
19 – 10 days	75%
Less than 10 days	100%

Please note that if the reason for cancellation is covered under your travel insurance, you may be able to reclaim these charges.

**e. Force Majeure:**

No liability can be accepted by Oasis Places or Villa owners if we are forced to change or cancel your holiday due to Force Majeure reasons, which include, but are not limited to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, flood, adverse weather conditions, transportation or any other circumstances beyond our control. If, before your arrival there is a minor change, We will do our best to inform you although We are under no obligation to do so, nor are we obliged to pay compensation.

**7. Damage and Loss**

A damage deposit of £250 / \$500 is normally requested for each villa rental. Some villas have higher damage deposits, details can be found in the specific villa information. This amount will be added to your invoice. All customers will be asked to sign a Waiver of Liability and a credit card authorisation form, which will allow Oasis Places to charge to the card any charges that customers incur while at the villa. The Full damage deposit will be refunded to the customer within four (4) weeks of departure date less the costs of any damage. The customer is responsible for leaving the property in good order and condition. The customer further undertakes to pay for any damages or losses incurred during occupation. The owner reserves the right to repossess the property if the customer or a member of the party has caused excessive damage with no offer of refund.

## **8. Complaint**

If the customer considers that he/she has cause for complaint concerning a villa represented the matter should first be taken up with the villa representative. If satisfaction cannot be obtained, or if the customer's complaint relates to services provided by Oasis Places, the customer should report the matter at once to our office and in such cases, we will do our best to satisfy your requirements if Oasis Places considers the complaint valid. Oasis Places will not entertain claims lodged by a customer more than seven days following departure when it is no longer possible to investigate the complaint effectively.

## **9. Liability**

The description of the villas we represent and services coordinated contain statements representing our honest belief that the facts shown are correct. Every reasonable effort has been made to describe as accurately and fully as possible the services offered and every reasonable attempt will be made to supply what has been described. Whilst Oasis Places makes every effort to ensure that descriptions are accurate and that properties meet its required standards, Oasis Places cannot accept responsibility for any alterations made to the property or its amenities, which are beyond its control. Nor can it accept responsibility for any injury, sickness, loss, damage, additional expense or inconvenience, directly or indirectly caused by or arising out of the use or condition of the property and its appearances, plumbing, gas, electrical or otherwise, exceptional weather conditions or owner's negligence. Further, no responsibility is accepted for the personal belongings, car, and its contents of the customer or any member of the party during the holiday. Oasis Places, their partners and suppliers, have to the best of their knowledge and capabilities provided a safe environment, and by accepting the conditions of booking you and all members of your party are accepting that the Oasis Places, partners, suppliers and owners will not at any time accept liability under any circumstances for any instances that may affect any member of your group's personal well being, including personal injury, illness or death. Nor can Oasis Places accept liability for circumstances that are due to your own actions, or to the actions of a third party, or to an unusual and unforeseeable circumstance which consequences could not have been prevented by Oasis Places or their suppliers, even exercising all due care. Furthermore, Oasis Places is unable to accept responsibility for any aspect of your vacation affected by Force Majeure, however, such eventualities may be covered by your travel Insurance. Oasis Places cannot be held liable for loss of main services such as electricity or water supplies, nor any actions taken in the vicinity of your accommodation by any person(s) or authority over which we have no control. Similarly, you should be aware that there might be occasions when an advertised facility is either modified or not available. Such situations may be dictated by local circumstances, breakdown of machinery and/or the necessity for maintenance, unsuitable weather conditions, fuel shortages, power cuts and other circumstances beyond our control. If we are advised of this we will endeavor to inform you in advance, but cannot be held liable in such circumstances.

Your Flight: We are unable to accept responsibility for any aspect of your holiday affected by your flight arrangements as the agreement is with the airline and is beyond our control, even where we have arranged this on your behalf. For any specific requirements relating to your flight such as pre - bookable services for meals, pre-allocated seating and any other special needs you should arrange this directly with the airline.

## **10. Insurance**

We strongly recommend that you take out an insurance policy in order to cover the cost of cancellation by you, the cost of assistance including repatriation in the event of accident or illness, or the cost of cancellation by us for reasons of Force Majeure. We strongly recommend that you protect yourself and the rest of your party by taking out adequate holiday insurance. We cannot accept liability should you later find yourself not to be adequately insured,

## **11. Protecting your Payments**

Oasis Places will protect all monies paid by the customer for cancellation or failure to perform due to insolvency.

## **12. Villa & Pools:**

There is to be no diving into villa swimming pool as we cannot guarantee that it is safe to do so. We cannot at any time accept liability under any circumstances for any instances that may affect any member of your group's personal well being, including personal injury, illness or death caused by use of the pool

## **13. The Beach**

You should be aware the beach has a visible natural reef approximately 30 feet from shore allowing shallow bathing depth and causing naturally occurring sand banks. Diving within the shallow areas of the sea is advised against and we cannot

at any time accept liability under any circumstances for any instances that may affect any member of your group's personal well being, including personal injury, illness or death.

**14. Pets**

If you are vacationing with your pet you must inform Oasis Places prior to booking your villa.

**15. Smoking**

Smoking may be prohibited inside some villas. You should check villa information for relevant permissions.

**16. Additional Services**

The Contract is extended to include additional services agreed between the you and Oasis Places following booking, payment and confirmation of the additional services, clauses 3, 4, 5, 6, 8 & 9 of Terms & Conditions apply.

**16.Variation of Terms & Conditions**

Any variation in Terms and Conditions will be notified to you in writing. Should the significant change in terms and conditions be unacceptable to you, you shall have the right to refuse the variation or to cancel the booking and obtain a refund free of penalties.

**17. Law and Jurisdiction**

The contract is made on the terms herein. Any disputes will be governed by English Law and both parties shall submit to the jurisdiction of the English Court at all times. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings. Our liability in respect of the above on behalf of you and your party shall not exceed the total cost of the amount paid for the villa rental.