

**VILLAS VIRGIN GORDA
RENTAL TERMS AND CONDITIONS**

PAYMENT POLICY:

VILLAS VIRGIN GORDA requires that 50% of the rent is due at the time you secure your reservation. The balance of the rent is due no later than 45 days prior to your arrival. No-shows, late arrivals, change in number of persons, and early departures after arrival are non-refundable. (See hurricane policy, below.) No refunds will be granted unless there is a problem that cannot be cured within a reasonable amount of time, or which causes the Guest extreme and undue discomfort or serious inconvenience. Guests who abandon their villa without authority agree they have no rights to compensation. Prices at all villas are subject to change. No discounts or increases in pricing will be made once the Guest's deposit payment has been submitted.

CANCELLATION POLICY:

There is no refund during **HIGH SEASON** (November 15 – May 15) unless the property can be re-booked for the same rate and time. If the property can be rented under these conditions, 80% of the payment made will be refunded. During **LOW-SEASON**, (May 16 - November 14) if more than 45 days notice is provided, 80% of payments made will be refunded. If cancellations are made with less than 45 days notice, no payment is refunded. We strongly suggest you purchase travel insurance to cover your costs in the event you are forced to cancel.

DAMAGE DEPOSITS:

Where applicable, damage deposits are refunded within 30 to 45 days of your departure, provided there is no breakage, damage, missing items, long-distance calls charged to the villa's telephone or extraordinary clean up. **NOTE:** Most of our villas have long distance restrictions on the phone; a credit or calling card must be used for long distance calls.

LIABILITY:

VILLAS VIRGIN GORDA is acting as the agent for accommodations. Neither **VILLAS VIRGIN GORDA** nor the accommodations owner assumes any liability for property loss or damages, nor liability for injury, accidents, delay, or irregularity that may be occasioned either by reason of defect in any vehicle, or the acts of any company or persons engaged in conveying passengers to or from their villa. Transportation (airlines, rental cars and taxis) is supplied by providers who operate independently of **VILLAS VIRGIN GORDA**. **VILLAS VIRGIN GORDA** and the accommodation owner assumes no responsibility for any loss, injury, or damage to person or property because of the acts of those providers, or otherwise and Guest shall indemnify and hold harmless **VILLAS VIRGIN GORDA** and the accommodation owner for any claims for personal injury or property damage arising from the vacation rental. Guests are responsible for their villa during occupancy.

HURRICANE POLICY:

In the event of a pending hurricane, all guests **MUST** vacate their villa when instructed to do so by VILLAS VIRGIN GORDA staff. Guests will only be asked to vacate the property if local officials have deemed it unsafe. If guests are asked to vacate the property, any unused rent will be refunded. If the guests leave on their own volition, no refund of any sort will be given. It is the sole responsibility of the guest to incur any travel related expenses associated with an early departure from the villa whether they leave on their own accord or if asked to do so by the staff of Villas Virgin Gorda.

SMOKING:

Smoking is not permitted inside the villa. Please limit smoking to outside decks and patios and place all cigarette butts in ashtrays and garbage receptacles.

NO PETS:

Pets of any kind are not allowed unless prior arrangements have been made.

COMPLAINTS AND MAINTENANCE:

VILLAS VIRGIN GORDA will make every effort to keep all villas and their inventories in good working order. In case of a maintenance problem, we will strive to repair the problem as soon as possible after being notified. However, no refund or rate adjustment will be made for unforeseen mechanical failures such as the supply of electricity, water, pool filtration systems, air conditioning, telephone, television or cable service, appliances, etc. It is the Guest's obligation to report any problems or damage **IMMEDIATELY** to VILLAS VIRGIN GORDA.

ENTRY INTO VILLA:

VILLAS VIRGIN GORDA staff may enter your villa to perform any repairs as necessary. If your villa is on the market for sale, we reserve the right to allow the villa to be shown, but only by advance appointment and approval of our Guests.

SUBSTITUTION:

VILLAS VIRGIN GORDA reserves the right to substitute like or better accommodations without liability, should the villa that was originally reserved is deemed substandard by us for any reason. If comparable accommodations are not available, Guest may receive a complete refund of all monies paid for the original Villa.

ILLEGAL DRUGS AND HAZARDOUS MATERIALS:

Guests and members of their party shall not use or permit to be brought into any villa any illegal substances or articles deemed hazardous to life, limb or property.

VILLA KEYS:

VILLAS VIRGIN GORDA WILL charge Guest \$25.00 for each set of lost or mishandled keys.

CAPACITY OF VILLAS:

The total number of persons allowed in the villa at any one time is restricted to the number of persons scheduled and paid for. Should a group misrepresent themselves, they will be required to pay for the excess persons immediately, or vacate the villa without refund. Exceptions are made only for infants; if sleeping in a baby crib, they are NOT included in the villa's total head count.

QUIET ENJOYMENT AND PARTIES:

VILLAS VIRGIN GORDA maintains an atmosphere for the quiet enjoyment of Guests. We rent to family groups and responsible adults only; absolutely NO house parties or functions such as weddings are allowed without advance permission. Guests shall be sufficiently quiet and peaceful, so as not to disturb other residents of the area.

RESOLUTION OF DISPUTES:

In any dispute arising out of this rent agreement, the laws of the British Virgin Islands shall apply and the prevailing party shall recover its costs, expenses and reasonable attorney's fees. This agreement becomes binding upon receipt of your rental deposit. Your submission of a payment constitutes your acceptance and agreement to these terms, conditions, limitations and restrictions. If you have any problems or questions with any of the preceding, please be sure to contact us BEFORE you send us your rental deposit.

NOTES

No alterations to these Terms & Conditions or accompanying Invoice are valid. If changes are required, a new Invoice will be sent.