



## VILLA KALUA – TERMS & CONDITIONS

*Revised September 2018*

### **Close To Arrival and Departure Policy (CTA/CTD):**

CTA and CTD policies applied for:

- Balinese Nyepi Day
- 30th December – 02nd January (New Year Eve)

### **Children/Extra Person Policy**

- Maximum additional 1 (one) child under 4 year old FOC inclusive breakfast when sharing bed with parents
- Maximum additional 1 (one) child under 12 years old in extra bed sharing room with parent at additional charge at USD 35 net/night inclusive breakfast
- Maximum additional 1 (one) adult (13 years old above) per room with extra bed is at USD 50 net /night inclusive breakfast

### **Check In/Check Out**

Check in time is 15.00 and check out time is 12.00 Noon.

Late check-out up to 17.00 is chargeable at 50% of the room's rate. Late check-out after 17.00 will be charged at 100% of the room's rate.

**Additional Services (Only valid for Short term rentals (less than 30 days); for long term stay: on request case by case)**

### **F&B:**

“Family service” style (all guests share same appetizer / main course / dessert):

F&B grocery shopping will be invoiced at cost plus an additional 20%++ from market price. This option is available for stays of more than 3 nights.

“Restaurant style”: fixed price menu from our fine dining restaurant based in Seminyak (order at least 3 hours in advance).

For dinner and/or lunch with resident guests and outside guests: special set menu (maximum guests: 2 times the villa's capacity) is

Cooking service (“family service” package or “restaurant style” package) between 10:00 – 12:00 P.M will be charged as above plus USD 50++ extra cost.



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**Airport transportation is available at USD 35+ +/ car per one way (4 pax + luggage)**

**Kids/Children Services**

The Villa welcoming family to have their family time in Bali. To offer smooth experience to guests, we would highly appreciate if you could provide us further information for the special requests. We are able to provide extra services at small additional charges such as: Pool Fence, Kids Playground or Inflatable Swimming Pool Tubes.

**Bedding Configuration**

All bedrooms at the Villa are available with Hollywood Beds (Twins or Double Bed) configuration. Kindly forward us with bed configuration needs.

**Special Dietary Requirement**

The Villa are open with special dietary requirement. Please mention your dietary requirement with the Guest Experience Specialist

**Event Requirement**

The Villa are welcoming an events requirement. The amount for event fee is 1 (one) night stay charge (based on season). This fee not including the Banjar (Balinese Local Community) Fee. Banjar Fee is USD. 500,- per events (subject to changes). The Villa will sending General Terms and Condition on separate documents for full event requirements.

**Reservation**

Booking will be based on "First Come, First Serve" basis. Booking confirmation will be send with cut-off date 5 (five) days to complete payment instruction. Failure to complete payment instruction will lead release of reservation automatically by system. In the case of released booking, rebooking will be subject to availability.

**GENERAL TERMS AND CONDITION**

Booking a villa is very different from booking a regular hotel room, especially with regard to payments and cancellations – do please read the following conditions carefully.

**Payment**

The Guests must make the appropriate deposit payment to TLS Travel Group Ltd within 5 working days of availability confirmation. If the required deposit payment is not received within the 5 working day period, TLS Travel Group Ltd reserves the right to void the Agent's booking request. The following deposit payment applicable to the Property must be received by TLS Travel Group Ltd:



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- For rentals beginning more than 75 days after the date of the booking request – a deposit of 25% of the total rental amount is payable
- For rentals beginning 75 days or less after the date of the booking request – the total rental amount is payable as a deposit
- Where a 25% deposit applies to the booking, the Guests must pay the remaining 75% balance not less than 75 days before the scheduled arrival date.

### **Additional Cost**

The cost of electricity, mains water, cleaning and garden supplies and local taxes are included in rental rates. There are generally no additional costs, surcharges, taxes, staff salaries, or management fees above the price quoted unless special event fees requirement.

Rates do not include gratuities, telephone, fax and telegram charges, car rental, groceries, soft drinks and/or liquor, personal items and expenses due to any other third parties, and any excessive cleaning required upon departure (such as upholstery or rug shampooing, etc) or replacement of breakage's.

### **Security Deposit**

A security deposit of USD. 1,500,- per villa is payable directly to the villa manager immediately upon arrival at the Property. The standard security deposit required for each unit stated in the Property description. Access to the Property may be refused if security deposit is not paid in full. When the security deposit is required to be paid in cash, or when a non-standard security deposit applies.

The security deposit will normally be refunded at the end of the rental period, after deducting:

- All additional expenses incurred on the Guests' behalf (e.g. additional charges for goods, services and staff which have not been directly paid by the Guest, and telephone and internet charges, if applicable) and
- The cost of replacement or repair for any loss or damage to the Property or its surrounds or contents caused during the Rental Period. If this cost cannot be reasonably determined prior to the Guest's departure, PT. Aguila is entitled to withhold a reasonable estimate from the Guest's security deposit, and will return any balance to the Guest as soon as possible after the actual cost has been determined.

### **Damage or Losses**

The Property is typically someone's home. Please treat the Property rented accordingly, and leave the Property and all its contents in good order and in an acceptably clean condition.

Any damages or losses caused during the Rental Period, as well as any special cleaning requirements will be the Guest's responsibility and may be charged to the Guests' account and deducted from the Guest's security deposit. In cases of excessive or unacceptable loss or damage at any time during the Rental Period, the villa owner may require the Guest and their party, including visitors to vacate the Property immediately, without compensation or refund.



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### **Access**

The Property and its facilities are available for the Guests' full enjoyment during the Rental Period. However the management, or other staff and contractors may need access to the Property from time to time (e.g. for maintenance purposes to the house, garden, swimming pool, utilities and services, or for the purposes of providing additional services requested by the Guest, etc.). The Guests' is required to give them reasonable access to the Property for these purposes.

### **Number of Guests**

The number of persons (adults and children) staying at the Property must not exceed the maximum number of sleeping places indicated in the booking confirmation and reservation voucher, unless specifically authorized in writing. Exceeding this number may invalidate any insurance policy on the Property. Entry or access to the Property may be refused or limited where the number of guests exceeds the stated requirement. No pets are allowed unless agreed in writing in advance.

### **Use of the Property**

All bookings are assumed to be for normal holiday purposes only, and the Guests' agrees that the use of the Property will be limited to this purpose unless otherwise confirmed in writing.

If the Guests' is planning to hold an event, such as a wedding or party, which involves having a larger number of people at the Property, or if the Guests' is planning to use the Property for a purpose other than holiday, please communicate this to TLS Travel Group Ltd at the time of booking, as special approval or arrangements may be required. Depending on the nature of the event, a surcharge and/or additional security deposit may be required, which will be agreed and confirmed in writing prior to confirming the reservation. Note that some Properties are in residential areas or estates, and some are subject to rules and regulations regarding their use. Therefore, it may not always be possible to grant permission for certain uses or activities due to these or other reasons beyond the control of TLS Travel Group Ltd.

If TLS Travel Group Ltd has confirmed a booking which includes an event at the Guests' chosen Property, in certain circumstances the Guest must then obtain permits from the police and the local community before the event can proceed. The Guest acknowledges and agrees that TLS Travel Group Ltd, cannot control the issue of these permits. If the police and/or the local community refuse to issue a permit for an event at the Property, TLS Travel Group Ltd will refund any event fee paid by the Guest, however TLS Travel Group Ltd will not be liable for any further refund or payment to the Guest.

### **Conduct and Due Care**

Our properties are located in quiet residential neighborhood. The Guest is asked to respect this, and ensure that all guests and visitors to the Property behave appropriately. Illegal or immoral activities including gambling, prostitution, prohibited drugs, possession or use of pyrotechnics or dangerous goods, and possession or use of firearms and other weapons are all strictly prohibited. Smoking is generally prohibited unless stated otherwise in the booking confirmation or reservation voucher.



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The Guest is responsible for the behavior of the guests staying at the Property, as well as visitors to the Property during the Rental Period. Should any guest(s) or visitor(s) not behave in a suitable manner, the management may, in their absolute discretion, require the Guest, their party and/or visitor(s) to leave the premises and/or vacate the Property immediately, without compensation or refund

In the interests of safety, due care should be taken at the Property at all times, especially with children. Suitable supervision should be given around pools, beaches and roads, and when using all the Property's facilities.

### **Valuables and Security**

Any Guest valuables or property left or used at the Property are at the Guest's own risk. TLS Travel Group Ltd doesn't accept any responsibility for loss of or damage to Guest property. The Guest is responsible for the Property during the Rental Period, and must ensure that all windows and doors are locked securely when not on the premises. Any act or omission by the Guest, their party and/or visitors which may negate or prejudice the Property's insurance policy and/or results in loss or damage is the Guest's responsibility.

### **Price Fluctuation**

Once the Guest's booking is confirmed, the price of the Guest's reservation is fully guaranteed, even if TLS Travel Group Ltd changes the price on its website after the Guest's booking has been confirmed. In return for this commitment, no refunds will be made for any exchange rate fluctuations that would otherwise reduce the rental cost.

TLS Travel Group Ltd reserves the right to impose any taxes or other charges which may be implemented by any government or other regulatory body, which were unknown at the time of publishing. TLS Travel Group Ltd will tell the Guest promptly in the unlikely event that it becomes aware that any taxes or charges will apply to the Guest's booking.

### **Cancellations**

If the Guest wishes to cancel a confirmed booking, written notice of cancellation must be sent to TLS Travel Group Ltd. All cancellation notices received by TLS Travel Group Ltd will be acknowledged in writing. It is strongly recommended that the Guest and all members of the Guest's party purchase trip cancellation insurance.

Cancellation of a booking includes but is not limited to:

- Cancellation of one or more days of a booking;
- An amendment of a booking so that none of the dates of the booking once amended fall within the same dates that originally constituted the booking;
- Failure of all Guests to provide the required documentation on arrival (eg. Passports or suitable identification); and
- Attempt by the Guest, their party or visitors to hold an event at the Property in breach of these Terms and Conditions or breach of any rules applicable to the Guest's chosen property.

In the event that the Guest cancels a confirmed booking, the following cancellation fees will generally apply:



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- 25% of the total rental amount will be forfeited if the cancellation is made between than 90 days before the start of the rental period
- 50% of the total rental amount will be forfeited if the cancellation is made between 46 days and 89 days before the start of the rental period
- 100% of the total rental amount will be forfeited if the cancellation is made between 1 and 45 days before the start of the rental period.
- Shortening of stay for any reason can be considered as a cancellation and charges may apply.

### **Amendments**

TLS Travel Group Ltd will do its best to accommodate any reasonable amendments, but the Guest should be aware that some changes may not be possible. Charges may also apply. Note a shortening of stay for any reason is considered as a cancellation.

In the unlikely event that TLS Travel Group Ltd is unable for any reason (including the sale of a property and force majeure) to provide the Guest with the Property booked by the Guest, TLS Travel Group Ltd reserves the right to transfer the Guest and their party to an alternative property of the similar type and value, in consultation with the Guest. If the price of the substituted Property is less than the original booking, the difference will be reimbursed to the Guest. If the price of the substituted Property is higher than the original booking, the difference may be charged to the Guest. If, however, after considerable effort by TLS Travel Group Ltd, no alternative of similar type and value is available and / or no agreement can be reached between the Guest and TLS Travel Group Ltd, then either TLS Travel Group Ltd or the Guest may opt to cancel the booking and this Rental Contract. In that event, TLS Travel Group Ltd will refund the Guest all monies paid, without further compensation.

### **Complaints**

Every attempt will be made for the Guest to have an enjoyable stay. If the Guest should have a problem during the Rental Period, please inform TLS Travel Group Ltd immediately who will endeavor to put things right. In order for the Guest's complaint to be addressed, the Guest must communicate any problem whilst on location. If no complaint is reported during the Rental Period, TLS Travel Group Ltd and the Owner will assume that the Property was to the Guest's satisfaction and no complaint will be entertained.

### **Provisions**

Self-catering accommodations require that the Guest supply all provisions and consumables necessary for daily living. The staff at the Property may accommodate any reasonable requests to purchase provisions on the Guest's behalf, and this will be charged to the Guest's account with additional 20% grocery fees.

### **TLS Travel Group Ltd's Responsibility**

The descriptions, assessments and/or ratings of the Property's and surrounding locations that TLS Travel Group Ltd publishes or gives to the Guest are provided in good faith and in the belief that they are accurate based on the latest information received. However, TLS Travel Group Ltd cannot be held responsible for any modifications to the surrounding locations beyond the Property. Where TLS Travel Group Ltd publishes or refers to descriptions, assessments and/or ratings of the Property either by TLS Travel Group Ltd or by third



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parties, these ratings are for information purposes only and TLS Travel Group Ltd will not be held responsible for any reliance placed on these ratings.

**Disclaimers of TLS Travel Group Ltd**

TLS Travel Group Ltd does not accept any responsibility or liability for:

- any physical injury, sickness, death, loss, damage, inconvenience or additional expenses incurred by the Guest, their party or visitors regardless of the cause;
- any vehicle or the contents of any vehicle used, hired or engaged by the Guest or their party during the Rental Period; inability of the Guest or any member of the Guest's party to enter the location of the Property or stay at the Property for all or part of the Rental Period as a result of failure to obtain appropriate travel or visa documentation, cancellation or amendments to travel arrangements or the missing of flights or travel connections; and/or
- any delay or cancellation of the booking as a result of war, threat of war, riot or civil strife, strike, demonstration, terrorist activity (threatened or actual), natural disaster, fire, sickness, weather conditions, action at an airport or port by any government or public authority, technical problems relating to transport and airport regulations caused by technical, mechanical or electrical breakdowns, or any technical, structural, electrical, plumbing or other problems or difficulties with the Property which make it unsafe or unusable, or any other circumstances which amount to 'force majeure' or Acts of God, or other events beyond the TLS Travel Group Ltd's control.
- Should cancellations incur due to government warnings of force majeure and, TLS Travel Group Ltd's reserves the right to charge a 50% cancellation fee.
- Guests who decide to postpone their stay due to force majeure sanctioned by government warning, can do so free of charge. Re-bookings period are based on room availability and reflect to seasonal of staying period.
- Postpone/amendment due to force majeure sanctioned by government can be adjusted at latest 6 months from original booking date.

**Jurisdiction**

This agreement will be governed by the laws of Indonesia. In the event of controversy arising from the booking and the Property rental that cannot be resolved amicably between the parties, both parties agree to exclusively refer the matter to the International Arbitration Centre to be resolved finally by arbitration in the English language.