

DATED:

(1) St. Kitts Nevis Rentals (the Agent)

(2) (Client)

PROPERTY RENTAL TERMS AND CONDITIONS

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DEFINITIONS: The Agent means St. Kitts Nevis Rentals, which is acting for each individual Property Owner, ('the Owner'), and which is empowered to enter into a contract on behalf of the Owner with the Client, who is the person in whose name the booking is made, and, in addition, all those entered on the Rental Agreement and on whose behalf the booking is made. The Client's contract is with the Property Owner.

1. BOOKING: Once a provisional booking of accommodation has been made, the signed Rental Agreement, together with the appropriate deposits, should be received by the Agent, within four days following the date of the booking being made. Only after the Agent on the Owner's behalf has posted written confirmation will the booking of accommodation become valid.

2. TERMS OF PAYMENT: This agreement must be accompanied with a deposit of 50% of the total rent and a £25 booking fee. The balance of payment must be received not less than 2 calendar months before the date of expected occupancy. The Owner reserves the right to regard the booking as cancelled if the balance of the price remains unpaid after the due date, and shall be entitled to retain any deposit paid. For bookings made less than 2 calendar months prior to arrival date, immediate payment of the total holiday cost is required. A Security Deposit may be required for some properties to cover the cost of any damages or breakages and the cost of telephone and other services. The Owner or a designated manager will handle the Security Deposit.

3. PRICES: The accommodation prices are based on the rate of exchange as at Not applicable. Prices may be increased should accommodation costs increase due to changes in the exchange rate, but no additional payments will be requested following settlement of the Final Invoice. Should surcharges imposed after the date of confirmation of the booking exceed 10% of the total accommodation cost the Client has the right to cancel the booking and we will refund in full any monies paid.

4. CANCELLATION BY THE CLIENT: Any cancellation must be made in writing by the person who signed the rental agreement. Cancellation of accommodation will apply from the date of receipt by the Agent of the written cancellation advice. The following charges will apply:

If cancellation is 2 calendar months or more before the occupancy date - forfeit of deposit.

If cancellation is within 2 calendar months of the occupancy date, or if the booking is cancelled by the Agent due to non- payment – forfeit of money already collected.

We strongly recommend all persons travelling, each obtain a personal travel insurance policy that covers them in the event of any cancellation.

5. CANCELLATION BY THE OWNER: In the very unlikely event that specific accommodation ceases to be available as booked and the Agent is unable to offer the Client acceptable alternative accommodation on behalf of the Owner or another Owner, the Owner will refund the Client all the money paid (including the deposit), and shall be under no other liability.

6. ALTERATIONS BY THE CLIENT: If the Client wishes to change the composition

of his or her party, or to alter any arrangements pertaining to accommodation, transfers, car or bike hire, or any other arrangements undertaken on their behalf by the Agent following the dispatch of the Final Invoice, a fee of £ 10.00 per alteration will be charged to cover costs incurred.

7. INFORMATION: While we make every effort to ensure that descriptions supplied are accurately reproduced, we cannot accept responsibility for errors contained therein or the results thereof. Minor differences between photographs and text and actual property may arise. If we have been informed of material changes after your booking has been confirmed we will advise you before departure.

8. YOUR RESPONSIBILITIES: Only those persons named on the rental agreement may use the property without prior agreement. In the event that the maximum number allowed at the property is exceeded without prior agreement, the Owner reserves the right to refuse or revoke the booking at their sole discretion. The Client must keep the holiday accommodation in the same state of repair and condition as at the commencement of the holiday. The accommodation must be left in the same state of cleanliness and general order in which it was found. Should any of the equipment or furnishings in the accommodation being occupied by the Client be lost or damaged the Client will be required to make immediate cash settlement with the Owner, for any necessary replacement or repair either before or after his or her departure from the accommodation.

9. AIR TRANSPORT: Please note that we do not sell or make available for sale or process the sale of air transport arrangements in connection with the accommodation described. We will, if required, refer our customers to a company with whom they can book such arrangements.

10. PERSONAL TRAVEL INSURANCE: It is essential that the Client and all members of his or her party have personal travel insurance. Please note that we do not sell or make available for sale or process the sale of travel insurance. We will, if required, refer our customers to a company with whom they can make such arrangements. The Agent cannot accept any responsibility in the event that the Client has failed to arrange travel insurance.

11. CAR RENTAL: Vehicles can be arranged in advance via the Agent. A 5% deposit will be taken on behalf of the rental company. The Agent merely arranges and does not accept any responsibility for the car rental service. The contract is strictly between the Client and the Car Rental Company, and any complaint should be addressed directly to the Car Rental Company.

12. COMPLAINTS: It should be noted that the Agent is acting only to arrange the booking on behalf of the Owner, and does not accept responsibility for the accommodation. If the Client has a complaint regarding the holiday accommodation he or she must first contact the Owner or local representative who will try to solve the problem. If, after that, the Client feels that the problem has not been resolved, the Client should within 7 days of returning from the holiday, put his or her comments in writing to the Agent, who will forward them to the Owner. The Agent will do its best to help resolve any justifiable complaints regarding the accommodation by the Client. However, it is the Client's responsibility to take the complaint up with the Owner if the Agent is unable to resolve the matter. Disputes arising out of, or in connection with the accommodation which cannot be amicably settled, must be taken up with the Owner. If the Client vacates the property before the end of the rental period without the Agent's authorisation, the Client shall lose any rights to compensation.

13. DAMAGE: Neither the Agent nor the Owner shall be responsible for the death or personal injury of the Client or any person named on the rental agreement or other person at the property unless this results from the proven negligence of the Owner, Agent or employees. The Agent and Owner shall not be liable for any loss, breach or delay due to any cause beyond their reasonable control including though not limited to an act of God, explosion, flood, tempest, fire or accident, war or threat of war, civil disturbance, acts, restrictions, regulations, bye-laws, or measures of any kind on the part of any governmental or local authority, strikes, lock-outs, or other industrial actions or disputes or adverse weather conditions. In any such case we shall be entitled to treat the contract as discharged. In the event of such discharge the liability of Agent and Owner shall be limited to the return of sums paid to them in respect of the unused portion of the holiday calculated on a pro rata daily basis less an administrative charge of £50 to cover reasonable expenses. Neither the Agent nor the Owner can be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems etc or for failure of public utilities such as water, gas and electricity. Neither the Agent nor the Owner are responsible for noise or disturbance originating beyond the boundaries of the holiday accommodation or which is beyond their control.

14. HEALTH ISSUES: It is advised that you obtain medical insurance.

15. YOUR HOLIDAY CONTACT: In the event that you experience any problems during your holiday you will be provided with a contact name and number of an Agent that looks after the property at the location.

LAW AND JURISTITION

These terms and conditions and the relationship between you and St. Kitts Nevis Rentals shall be governed by and construed in accordance with the Law of England and Wales and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

I agree to the terms and conditions of this agreement and understand that I will forfeit my deposit in the event that I cancel my reservation.

SIGNED by:

Signature:

SIGNED by:

Signature:

for and on behalf of: St. Kitts Nevis Rentals