

TERMS AND CONDITIONS

1. Background

These are the Terms and Conditions under which Exquisite Homes (hereinafter referred to as “we”, “us” or “ourselves”) agree to provide rented holiday accommodation to you (“the Client”). Christine Wagstaff is the sole trader of Exquisite Homes.

2. Definition

2.1 The following terms shall have the following meanings for the purposes of this agreement:

“**Accommodation**” means the property to be provided to the Client for the Holiday Period.

“**Booking Form**” means the Booking Form (*attached or in the “Tariff” section in the Exquisite Homes website*) specifying the Client’s true details and the Accommodation to be provided during the Holiday Period.

“**Cancellation**” is defined in Clause 6.

“**Deposit**” is the non-refundable payment of £100/\$100 per week of the Holiday Period (more specifically defined in Clause 14).

“**Holiday Period**” means the period of time between 4:00pm on the Arrival Date (specified on the Booking Form) and 11:00am on the Departure Date (specified on the Booking Form).

“**Payments**” means payment as agreed between the parties.

“**Rental Cost**” means the payment due from the client to ourselves for the provisions of the Accommodation for the Holiday Period.

3. Appointment

The Client appoints us to provide the Accommodation as described in the Booking Form for the Holiday Period in return for the Payment.

4. Our Obligations

4.1 Accommodation to be provided by us.

4.2 We agree to provide the Accommodation (any any optional extras) specified on the Booking Form for the Holiday Period.

5. The Client’s Obligations

In consideration of the services to be rendered by us under this agreement, the Client agrees:-

5.1 To make the Payments (as set out at Schedule 1) promptly.

5.2 To adhere to our requirements in relation to arrival and departure (ie the Accommodation will be available at 4:00pm on the day of arrival and must be vacated by 11:00am on the day of departure).

5.3 That only those persons named on the Booking Form shall reside at the Accommodation during the Holiday Period.

5.4 To refrain from smoking inside the villa (as this is strictly a non smoking villa) and to refrain from bringing pets of any kind on to the villa premises.

6. Cancellation

The Client may cancel this agreement at any time before the Holiday Period (“Cancellation”), although the Client shall then be liable to pay us the following:-

6.1 Where Cancellation is notified in writing more than 60 days prior to the commencement of the Holiday Period, the Client shall forfeit the Deposit only.

6.2 Where Cancellation is notified in writing between 30-60 days before the commencement of the Holiday Period, the Client shall be liable to pay to us 50% of the Rental Cost together with the deposit.

6.3 Where Cancellation is notified in writing less than 30 days prior to the commencement of the Holiday Period, the Client is liable to pay to us the total rental cost together with the Deposit.

6.4 The Client shall notify us in writing as soon as possible of its intention to cancel.

7. Disclaimer

7.1 We or any of our representatives shall not be liable to the Client for the death of or injury to the Client or loss or damage to the client's property unless due to negligence and/or failure of ourselves to perform its obligations under this agreement or under the Law of England and Wales and the United States.

7.2 For the avoidance of doubt, none of the Payments include the cost of appropriate travel/holiday insurance, and the Client is **strongly** advised to take out appropriate cover.

7.3 In particular, we wish to draw to the attention of the Client that where the Accommodation includes a swimming pool and spa, care must be taken and children must be supervised at all times. The swimming pool and spa **must not be used** in the event of a storm, hurricane, lightening conditions and any other such adverse weather conditions.

7.4 The Client's Accommodation may be situated on developments which consist of both residential and vacation homes. We shall not be liable to the Client for any noise, nuisance or inconvenience suffered as a result of any ongoing construction work being carried out.

8. Amendments to Booking Form

We reserve the right to make a charge of £10.00/\$10.00 per alteration to the Booking Form should any of the details require amending after completion. Should this be the case the Client must notify us in writing of any relevant changes and we will use all reasonable endeavours to ensure that such changes can be accommodated.

9. Interest

All sums due from the Client to ourselves which are not paid on the due date (without prejudice to the rights of ourselves under these Terms and Conditions), shall bear interest at the annual rate of 4% over the base lending rate at HSBC Bank Plc.

10. Force Majeure

Both parties shall be released from their respective obligation in the event of a force majeure event. In these conditions force majeure means any event which we could not even with all due care and attention foresee or avoid. Such events are likely to include national emergency, war, strikes, riots, political unrest, industrial disputes, fire, flood, prohibitive government regulations, extreme weather conditions or any other causes beyond the reasonable control of the parties, or either of them renders the performance of this agreement impossible whereupon all monies due under this agreement shall be paid immediately and in particular, the Client shall immediately pay to all arrears of payments due.

11. Severance

If any provision of this agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining provision of this agreement shall remain in full force and effect unless, in our discretion, decides that the effect of such declaration is to defeat the original in which event shall be entitled to terminate this agreement by giving 30 days notice to the Client and returning any Payments received.

12. Proper Law and Jurisdiction

This agreement shall be governed by English Law and US Law in every particular including formation and interpretation shall be deemed to have been made.

Any proceedings arising out of or in connection with this agreement may be brought to any Court of competent jurisdiction in England and Wales and the United States.

The submission by the parties to such jurisdiction shall not limit the right of ourselves to commence any proceedings arising out of this agreement in any other jurisdiction it may consider appropriate.

13. Waiver

The failure by either party to enforce at any time or for any period of any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

14. Third Party Rights

A party who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 or similar Act in U.S. Law to enforce any terms of this agreement.

A. Deposit

This is a payment of £100.00/\$100.00 per week of the Holiday Period, non-refundable in the event of a Cancellation (see Clause 6) , and payable upon completion of the booking form.

B. Rental Cost

As specified in the Booking Form, and payable 12 weeks prior to the commencement of the Holiday Period.

C. Security Bond

This is a payment of £200.00/\$200.00 payable upon completion of the Booking Form in relation to loss or damage occurring during the Client's stay at the property. The Security Bond will be refunded after a satisfactory report from the management company within 14 days of completion of the Holiday Period. Should loss or damage be caused by the Client to the Accommodation be of a value in excess of the Security Bond, then the Client shall fully reimburse us of any outstanding amounts within 14 days of the completion of the Holiday Period.

I hereby agree to abide by the terms and conditions as stated above.

Signed:.....
Lead Name of Party

Dated:.....

Name in block caps:.....