Booking Terms & Conditions for Bayad

Booking a Villa is quite different from booking a hotel room or a packaged tour, especially with regard to payments and booking cancellations. Please do read the following booking terms and conditions including its 23 points carefully.

1. **Booking Invoice**: Upon receipt of a booking request, BLV will issue and E-mail on behalf of the OWNERS a Booking Invoice to the GUEST or his travel AGENT (if the GUEST has chosen to book through such AGENT), indicating the Villa Name, the Name of the GUEST, the Rental Beginning (Arrival Date) and Ending Dates (Departure Date), the total number of persons in GUEST's party, the services included, and the total Rental Amount including applicable taxes, if any. The Booking Invoice is generally issued by PT Luxury Bali Villas for Indonesian residents, and by BLV Luxury Villas Ltd for Non-Indonesian residents, and contains the specific and only valid version of these Booking Terms & Conditions which supersedes any other version. BLV's E-mail to the GUEST or its travel AGENT, containing the Booking Invoice is sent from the domain “@baliluxuryvillas.com” and is signed and authenticated by baliluxuryvillas.com’s public DKIM cryptographic key (http://www.dkim.org/).

2. **Booking Confirmation Deposit**: To confirm a Villa Booking the GUEST must make a Booking Deposit to BLV within 5 working days of the Booking Invoice issue date, either directly or through his travel AGENT. If the below booking deposit payments are not received in time, BLV will void the booking request. The following booking deposit amount must be received by BLV:
   - For bookings where the Arrival Date is 61 days or more after the Booking Invoice issue date, a Booking Deposit of 50% of the rental amount must be paid.
   - For bookings where the Arrival Date is 60 days or less after the Booking Invoice issue date, the total rental amount (100%) must be paid as a Booking Deposit.

3. **Balance Payment**: Where a 50% deposit applies to the booking, the GUEST must pay the remaining 50% balance of the rental amount not less than 60 days before the Arrival Date stated on the booking invoice.

4. **Booking Acceptance**: On receipt of the Booking Deposit, BLV will e-mail a Booking Deposit Receipt to the GUEST or his AGENT on behalf of the OWNERS. This is the formal acceptance by the OWNERS and BLV of these Booking Terms and Conditions.

5. **Cancellation**: A cancellation fee equal to 50% of the total rental amount will be charged on any full or partial booking cancellations made by the GUEST 61 days or more prior to the Arrival Date. If the GUEST's cancellation is made within 60 days of the Arrival Date, a cancellation fee equal to 100% of the total rental amount will be charged. If payments are not received on or before the due dates as required herein, the GUEST will be deemed to have cancelled the booking, in which case the Rental Contract will be thereby terminated without any further notice required. Please note our recommendation below to take out a travel insurance policy that would cover the GUEST in case of a cancellation due to personal unexpected circumstances.

6. **Booking Amendments**: Once a Booking Confirmation Deposit has been received, a fee will apply to each amendment made upon GUEST's request. Please note reducing the Rental Period is not an amendment but a partial cancellation. BLV and the OWNERS will do their best to accommodate any reasonable amendment, but the GUEST should be aware that some amendments might not be possible. When such an amendment is possible, related amendment fees are determined on a case by case basis. Typical fees range from 50 to 100 USD.

7. **Travel Insurance**: BLV strongly recommends that the GUEST takes out a comprehensive travel insurance at the time of booking to protect the GUEST and all those accompanying the GUEST for the full time of the GUEST and party visit against illness, including evacuation, injury, death, loss of baggage and personal items, theft, cancellation and other travel contingencies. Please note that transportation is supplied by providers who operate independently of BLV and BLV assumes no responsibility, therefore, for any loss, injury, or damage to person or property due to acts of those providers. The Villa rental contract does not include any Travel Insurance.

8. **Substitution**: In the unlikely event that the OWNERS are unable to provide the GUEST with the Property booked by the GUEST, BLV will inform the GUEST or its travel AGENT at the earliest possible date. BLV reserves the right to transfer the GUEST and their party to an alternative Property of similar type and value, in consultation with the GUEST and the OWNERS. If comparable accommodations are not available or acceptable to the GUEST, the OWNERS will refund the GUEST of all prorated rent and tax paid for the original villa. Under no circumstances shall the OWNERS or BLV liability to the GUEST exceed the amount paid to the OWNERS for the rental period.

9. **Payment Methods**: Payments can be made by Bank Wire Transfer or Credit Card Debit Authorization for Visa, Master and AMEX Card.
   - **Payment by Bank Wire Transfers**: all bank transfers must be effected in the currency indicated in the Booking Invoice. All bank transfer fees are to be charged to the GUEST's bank account or travel AGENT's bank account. The GUEST or his AGENT must e-mail a copy of the bank transfer to BLV at billing@baliluxuryvillas.com.
   - **Payment by Credit Card Debit Authorization**: available by Visa, Master and AMEX Card. BLV will apply a convenience fee for payments by Visa, Master card and AMEX card. Applicable convenience fees are indicated in the Booking Invoice. For all Credit Card Transactions BLV requires a photocopy of GUEST’s Credit Card, both front and back with the Credit card numbers printed clearly, a photocopy of GUEST’s passport picture page, together with a signed Debit Authorization Form, returned by fax or e-mail to enable BLV to complete the Credit Card transaction. All Credit Card payments in Indonesia are required under Indonesian Law to be converted into the local Rupiah (IDR) currency. Credit card payments are calculated on the banks exchange rate on the day of processing. For this reason, in periods of important currency fluctuations, BLV may advise the GUEST to privilege Bank Wire Transfers over Credit Card payments.

10. **Rental Check-in time is 2:00 pm and Check-out time is 11:00 am. BLV will work with the OWNERS to try to accommodate the GUEST’s actual arrival and departure times, subject to availability. A surcharge of 50% of the daily rate is applied for check-out from 11:00 am until 6:00 pm and full one daily rate if check-out after 6:00 pm. This surcharge will be included on the Booking Invoice. For a last minute late check-out request, if such a request can be satisfied, the payment can be settled by credit card or cash at time of departure.

11. **Price Fluctuation**: Once the GUEST’s booking is confirmed, the price of the villa rental is fully final, except if any government or regulatory body imposes new taxes which were unknown at the time of booking confirmation. BLV will inform the guest or its travel AGENT promptly in the unlikely event that it becomes aware that any such taxes will apply to the GUEST’s booking.
12. **Additional Expenses:** The cost of electricity, water, cleaning and garden supplies, and local taxes are included in rental rates. There are generally no additional costs, surcharges, taxes & service charges, staff salaries, or management fees above the price indicated in the Booking Invoice unless otherwise stated in the Booking Invoice. All villa rental rate inclusions are noted on the Booking Invoice. Typically telephone, meals, laundry and other provisioning costs will be the GUEST’s responsibility. The staff at the Property may accommodate any reasonable requests to purchase food and drinks on the Guest’s behalf, and this will be charged to the GUEST. Chefs will require an advance payment for both grocery shopping and beverages. GUEST shall pay them directly. Gratuities for household staff are encouraged and normal, but are left entirely to the GUEST’s discretion.

13. **Damages, Losses:** The GUEST is responsible for leaving the property in good order and in a clean condition. The GUEST further undertakes to pay for any damage or loss incurred during occupation. The management company reserves the right to repossess the property if the GUEST or a member of the GUEST’s party has caused excessive damage or mess to the property.

14. **Values and Security:** Any GUEST valuables or property left or used at the Property are at the GUEST’s own risk. Neither BLV, nor the OWNERS accepts any responsibility for loss of or damage to GUEST property. The GUEST is responsible for the Villa during the Rental Period, and must ensure that all windows and doors are locked securely when not on the premises, even when security staff is provided. Any act or omission by the GUEST, their party and/or visitors which may negate or prejudice the Villa’s insurance policy and/or results in loss or damage is the GUEST’s responsibility.

15. **Use of Villa & Guest Registration Form:** The Villa provided is only for the use of the persons named by the GUEST on the guest registration form without exceeding the number of people indicated on the Booking Invoice. Any booking, sharing or assigning is prohibited without prior written notice thereof to the guest and any time for termination of the stay of the GUEST concerned. In this situation, the GUEST concerned will be required to leave the accommodation or other service. BLV and the OWNERS will have no further responsibility toward such GUEST. No refunds will be granted and neither the OWNERS nor BLV will pay any expenses or costs incurred as a result of the termination.

16. **Parties or special functions at the villa:** If the GUEST is planning to hold a dinner party or special function exceeding the maximum number of guests indicated in the Booking Invoice, please ask BLV for assistance since functions or parties require special permission from the OWNERS and the local community.

17. **Security Bond:** In form of a Credit Card Debit Authorization form is necessary for any damages or unpaid telephone, food, laundry and car tour charges incurred by the guest during their stay. This security bond will be used to cover all additional expenses incurred on the guest’s behalf, and to cover the cost of replacement or repair for any loss or damage to the Villa its vehicles or its surrounds or contents caused during the Rental Period.

18. **Visa Requirements & Tourist Registration:** The GUEST and his party shall be aware at the time of booking, that for travelling to Indonesia the passport must be valid at least 6 months from the date of entry in Indonesia. Other conditions may apply. For full details of Indonesia’s Visa requirements applicable to your case, please refer to the nearest Indonesian Consulate or Embassy. The GUEST and his party shall also be aware that, as part of the local requirements, all villa guests in Indonesia need to be registered with the local authorities within 24 hours of arrival at their destination.

19. **Disclaimers:** Neither the OWNERS nor BLV will accept any liability whatsoever for accidents, personal injury, death, loss &/or damage to persons &/or personal effects however caused. Neither the OWNERS nor BLV will accept any responsibility or any liability arising from the use of the pool, the villa & its contents or surrounding areas, any vehicle or the contents of any vehicle used, hired or engaged by the GUEST or their party during the Rental Period. BLV will provide a Concierge Service to guests staying at the Villa, should you need any assistance. The Concierge Service may also send you information about products and services that BLV thinks will be of interest to you in relation to your case, please refer to the nearest Indonesian Consulate or Embassy. The GUEST and his party shall also be aware that, as part of the local requirements, all villa guests in Indonesia need to be registered with the local authorities within 24 hours of arrival at their destination.

20. **Complaints:** Every attempt will be made by the OWNERS and BLV for the GUEST to have an enjoyable stay at the Villa. Should the GUEST have a problem during the Rental Period, he must inform the OWNERS or BLV immediately who will endeavour to rectify the issue by telephone for the GUEST’s complaint to be addressed, the GUEST must communicate any problem whilst on location and also send an E-mail detailing the complaint to reservation@baliluxuryvillas.com. However, no refund or rate adjustment shall be made for unforeseen technical failures such as the supply of telephone service, internet service, pool filtration systems, hot tubs, air conditioning, television or cable service, appliances, etc. If no complaint is reported during the Rental Period, BLV and the OWNERS will assume that the Villa was the GUEST’s satisfaction and no complaint will be entertained.

21. **Privacy & Use of Information given by GUEST to BLV:** In order to process the booking, BLV needs to collect and process personal information, such as GUEST names, addresses, phones or passport numbers or scans. BLV may pass on only the necessary information to individuals, companies and organizations that need to know them to provide the included services or additional services contracted by the GUEST, or to comply with regulations (for example to the OWNERS or the Villa Staff, VIP airport assistance services, transport companies, credit/debit company or bank, mandatory Indonesian tourist registration authorities). Where you provide us with personal information, you consent to this information being used as described in this clause. BLV and its Concierge Service may also send you information about products and services that BLV thinks will be of interest to you in relation to your booking or intended booking. BLV may do this by post, telephone, SMS or email. By accepting these terms and conditions, the GUEST agrees that the above described personal information is transactional data, and agrees in BLV doing any of the things mentioned above. The GUEST can send privacy enquiries and complaints in writing to legal@baliluxuryvillas.com or by post to, BLV Luxury Villas LTD (att: Legal Dept), 677 High Rd, North Finchley, London N12 0DA, United Kingdom.

22. **Jurisdiction:** These terms and conditions, any dispute, controversy, proceedings or claim of whatever nature in relation thereto and in respect of any action to be brought pursuant to this contract or as a result of the GUEST occupation of the premises shall be governed by the laws of United Kingdom and dealt with by the Courts of United Kingdom.

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