Booking Terms & Conditions for Haweri Estate

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.

PT Haweri Resort Developments (Company Registration: #4014081951101971), further named "HAWERI" acts as booking agent for the Villa and its Owners or their representatives further named "OWNERS" in arranging the bookings for furnished and staffed vacation rental villas. Each time a Guest confirms a booking of a Villa through HAWERI, either directly or through a travel AGENT, a direct Rental Contract is entered into between OWNERS for the provision of an accommodation for the agreed rental period, and the Guest in whose name the booking is made, further named the "GUEST". The GUEST must be at least 18 years of age at the time of booking, and guarantees that it has the authority to accept on behalf of himself and all members of his party these Terms & Conditions. If the Booking confirmation is done through a travel AGENT chosen by the GUEST, it is deemed that the travel AGENT has informed the GUEST of these Terms & Conditions, and the travel AGENT guarantees that the GUEST has agreed to them.

1. **Proforma Invoice:** Upon receipt of a booking request, HAWERI will issue and E-mail on behalf of the OWNERS a booking Proforma 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 Arrival and Departure Dates, the Enquiry/booking reference, the Proforma Invoice number and date, the total number of persons in GUEST's party, the services included, the Total **Booking Amount** including applicable taxes and service charges , the Payment Notes, and the Booking Terms and Conditions. The Proforma Invoice is generally issued by PT Haweri Resort Developments for Indonesian & non- Indonesian residents, and contains the specific and only valid version of the Booking Terms & Conditions which supersedes any other version. HAWERI's E-mail to the GUEST or its travel AGENT, containing the Proforma Invoice is sent from the domain "@haweri.com".
2. **Booking Confirmation Deposit:** To confirm a Villa Booking the GUEST must make a **Booking Deposit** to HAWERI within 5 working days of the Proforma Invoice issue date, either directly or through his travel AGENT. If the below booking deposit payments are not received in time, HAWERI will void the booking request. The following booking deposit amount must be received by HAWERI:
   - For bookings where the Arrival Date is 91 days or more after the Proforma Invoice date, a Booking Deposit of 25% of the Total Booking Amount must be paid.
   - For bookings where the Arrival Date is 90 days or less after the Proforma Invoice date, the Total Booking Amount (100%) must be paid as a Booking Deposit.

   The Payment of the Booking Deposit constitutes the acceptance by the GUEST of these Booking Terms & Conditions.
3. **Balance Payment:** Where a 25% deposit applies to the booking, the GUEST must pay the remaining 75% balance of the Total Booking Amount not less than 90 days before the Arrival Date stated on the Proforma Invoice.
4. **Booking Acceptance:** On receipt of the Booking Deposit, HAWERI 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 HAWERI of these Booking Terms and Conditions.
5. **Cancellation:** A cancellation fee equal to 25% of the Total Booking Amount will be charged by the OWNERS on any full or partial booking cancellations made by the GUEST 91 days or more prior to the Arrival Date. If the GUEST's cancellation is made within 90 days of the Arrival Date, or in case of no-show, a cancellation fee equal to 100% of the Total Booking 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. When a Voucher/Credit-Note with a value exceeding the cancellation fee was redeemed and applied as payment to the booking cancelled by the GUEST, the full value of the applied Voucher/Credit-Note will be charged as cancellation fee and forfeited by the GUEST. 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 that reducing the Rental Period is not an amendment but a partial cancellation. A change of dates, with no overlap with the originally booked period is also not an amendment, but a full cancellation. HAWERI 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.
7. **Travel Insurance:** HAWERI 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 HAWERI and HAWERI 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, HAWERI will inform the GUEST or its travel AGENT at the earliest possible date. HAWERI 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 HAWERI 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 or Master Card.
   - **Payment by Bank Wire Transfers:** all bank transfers must be effected in the currency indicated in the Proforma Invoice. All bank transfer fees are to be charged to the Guest's bank account or his travel AGENT including correspondent bank charges. The GUEST or his AGENT must E-mail a copy of the bank wire transfer to info@haweri.com.
   - **Payment by Credit Card Debit Authorization:** available by Visa, Master Card. HAWERI will apply a convenience fee for card payments. Applicable convenience fees are indicated in the Proforma Invoice.
10. Rental **Check-in time** is 2:00 pm and **Check-out time** is 11:00 am. HAWERI 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 Proforma 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. HAWERI 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 Proforma Invoice unless otherwise stated in the Proforma Invoice. All villa rental rate inclusions are noted on the Proforma 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 losses 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. **Valuables and Security:** Any GUEST valuables or property left or used at the Property are at the GUEST's own risk. Neither HAWERI, 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 valuables are kept locked in the safety box provided by the villa, 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 total number of persons indicated on the Proforma Invoice. Subletting, sharing or assigning is prohibited and will be deemed as a breach of contract and all guests may be asked to leave the villa without any claim for compensation. Any persons not named on the guest registration form will, in all cases, be asked to leave the Villa by the Villa Manager. The GUEST shall use and occupy the Villa as a private residence only, and for no other purposes, including business, trade or professional use. Illegal and immoral practices in the Villa are strictly prohibited. The GUEST must restrain from any act on or in the Villa which contravenes any of the laws of Sumba and Indonesia. No pets are allowed unless agreed in writing in advance.
16. **Conduct and Due Care**: The GUEST must respect the Villa and its neighbourhood, and ensure that his party and visitors to the Villa behave appropriately. OWNERS rent to family groups and responsible adults only. If in the reasonable opinion of the OWNERS or HAWERI, the GUEST or any member of his party behaves in such a way as to cause or be likely to cause danger, unlawful behaviour, upset or distress to any third party or damage to property, HAWERI and the OWNERS are entitled, without prior notice, to terminate the stay of the GUEST concerned. In this situation, the GUEST concerned will be required to leave the accommodation or other service. HAWERI and the OWNERS will have no further responsibility toward such GUEST. No refunds will be granted and neither the OWNERS nor HAWERI will pay any expenses or costs incurred as a result of the termination.
17. **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 Proforma Invoice, please ask HAWERI for assistance since functions or parties require special permission from the OWNERS and the local community. Charges apply depending on size of function, catering company and equipment required. For larger functions, extra costs may apply such as special permit fees and extra staff hire. Please contact HAWERI for more details & special requirements.
18. A **Security Bond** in form of a Credit Card Debit Authorization Form may be requested from the guest 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.
19. **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.
20. **Disclaimers:** Neither the OWNERS nor HAWERI will accept any liability whatsoever for accidents, personal injury, death, loss &/or damage to persons &/or personal effects however caused. Neither the OWNERS nor HAWERI will accept any responsibility or any liability arising from the use of the pools, 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. By confirming this booking, the GUEST accepts that HAWERI and OWNERS are not responsible for any consequences of the GUEST's participation in any activities or excursions during his visit to Sumba, including activities or excursions arranged through HAWERI's concierge service. The OWNERS or HAWERI will not accept responsibility for any delay, additional expense or inconvenience which maybe caused directly or indirectly by events outside of their control such as late arrival of international flights, including without limitation, acts of Gods, acts of civil or military disturbances, acts of Government power failures, fires, floods, epidemics, wars, riots and acts of terrorism. In the event of such an occurrence, HAWERI shall give prompt written notice thereof to the guest and any time for performance of an obligation shall be extended by time equal to the length of delay attributable to such occurrence. In no case will HAWERI or the OWNERS individually or collectively be liable to make any payment or give any refund or compensation of any amount over and above the Total Booking Amount paid. HAWERI does not provide "Package Holidays" that would include non-local transport such as flights or ferries. When applicable, the GUEST is deemed to be aware of GUEST's rights under the Indonesian Consumer Protection Regulations.
21. **Complaints:** Every attempt will be made by the OWNERS and HAWERI for the GUEST to have an enjoyable stay at the Villa. Should the GUEST have a problem with the Villa during the Rental Period, he must inform the OWNERS or HAWERI immediately who will endeavour to rectify the issue. In order 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 complain to info@haweri.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, HAWERI and the OWNERS will assume that the Villa was to the Guest's satisfaction and no complaint will be entertained.
22. **Privacy & Use of information given by GUEST to HAWERI**: In order to process the booking, HAWERI needs to collect and process personal information, such as GUEST names, addresses, phones or passport numbers or scans. HAWERI 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. HAWERI and its Concierge Service may also send you information about products and services that HAWERI thinks will be of interest to you in relation to your booking or intended booking. HAWERI 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 HAWERI doing any of the things mentioned above. The GUEST can send privacy enquiries and complaints in writing to info@haweri.com or by post to, PT. Haweri Resort Developments (att: Legal Dept), Jalan Setiabudi, Simpang Siur Square B5, Kuta- Bali 80361, Indonesia.
23. **Jurisdiction**: These terms and conditions and 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 the Republic of Indonesia and dealt with by the Courts of Indonesia.