



SILVERSAND VILLA

Kedungu Beach Bali

TERMS & CONDITIONS

Please read carefully. When you make a reservation with us, these conditions are deemed to have been accepted by all guests that stay at the property. Please call us (+43-6642415886) for clarification of any term.

Your booking is with SILVERSAND VILLA which is managed by Adam Jyota Management Company in Bali, Indonesia (Phone +62 85 101 76 3233, e-mail: info@adamjyota.com) who represent the private property owners.

Guests of Silversand Villa are granted a license to occupy the holiday rental property for the term of the booking; this is not a Residential Tenancy Agreement.

Summary

The property shall not be used by more than the number of guests listed on your booking, either to visit or to stay, without prior written approval. All guests should abide by our house rules:

- Ensure quiet time from 10pm to 8am
- Pets are not permitted unless specifically noted in your booking and paid for where applicable.
- Smoking is not permitted anywhere inside the property. Smoking outside in the garden is allowed only if cigarette stubs are safely extinguished in an ash tray and cleaned up.
- No commercial activity is to take place at the property. Tents, caravans and other structures are not to be erected or occupied at the property.
- The responsible renter must be at least 21 years of age, guests under 21 are of course welcome but must be accompanied by a parent or guardian.
- If you encounter an issue please contact us immediately so that we can attempt to fix it. We will not offer any compensation unless we have been afforded the opportunity to solve a problem.

Cancellation Policy

- 20% of the total rental amount will be forfeited if the cancellation is made between 15 and 29 days before start of the rental period
- Deposit forfeit - 100% of the deposit (50% of total rental amount) will be forfeited if cancelled within 14 days of arrival
- Full Charge – The total rental amount will be forfeit if the reservation is cancelled within 7 days of arrival or the guest is a no show.

The applicable amount will be deducted from the deposit / money paid, and we will refund any remaining balance to the guest. Cancellation of the arrangement due to non-payment of the balance by the due date qualifies a deposit forfeit and full charge due.

Bookings & Payment:

To proceed with a booking via our website, the following payment conditions apply:

- Deposit is due latest 30 calendar days before your check-in date.
Balance of all outstanding monies are due 14 days prior to your arrival. Our system will



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generate a reminder to your email address.

- Bookings will be cancelled if a payment is not received in accordance with the above terms.
- Fee for changes to booking: Once the booking is made *we reserve the right* to charge an additional fee of \$30 for any changes made. Refunds will only be available in line with the cancellation terms outlined above.
- Bond: As a condition of rental, guests who have not booked via an agent / online agent or paid via credit card are required to pay a Security Deposit of US\$250 (or equivalent in IDR) at check-in. It will be refunded at check-out. Other payment terms may apply to different booking websites. Please see the particular site for details.
- Credit Cards: Our booking system will save guest's credit card details in a secure account for the purpose of: 1.) Processing payments on the due date 2.) Charging the guest if: (a) A member of the SILVERSAND VILLA management team attends the property to see to an issue that is then deemed to be caused by the guest (US\$70 per callout) (b) A tradesperson attends the property to fix an issue that is deemed to be caused by the guest (invoice cost) 3.) Charging \$500 per offence should there be a credible noise complaint by the neighbours and/or the police/security are called to the property 4.) Charging \$500 per offence if there is, or there is evidence of a party or function at the property that has not been approved prior to the booking (including private parties with more than the confirmed number of guests present) 5.) Charge at cost to clean, repair or replace if there is malicious, deliberate or negligent damage to the property, pets have been allowed on furniture or in/on beds, or there is evidence of smoking inside the property. We will only charge the guests' card in accordance with our terms and conditions.
- Security Deposit: Our team inspects the villa and inventories its contents between each guest. You become financially responsible for any and all damage and loss to the property and its contents from the date and time you check in, to the date and time you check out. To avoid erroneous blame, you are required to immediately notify our team if anything is amiss when you arrive at the property. Prior to, or immediately upon, vacating the property, you must inform our team if there have been any incidents of loss or damage that have occurred during your occupancy. Your credit card may be charged at cost for repair and/or replacement if there is deliberate, malicious and/or negligent damage to property.
- Security Deposit for Events / Parties / Commercial Use - You may be required to pay a refundable Security Deposit of \$1,500 if you are booking for a private function, commercial group, retreat or event and/or if you are staying for one month or longer or at the managements discretion. The Security Deposit will be retained until our team has completed the checkout inventory and inspection. Should the property be found excessively dirty or items are missing or damaged, the cost of additional cleaning and/or the cost of repair or replacement of property will be deducted from your deposit. The remainder of your deposit that is not applied to these expenses will be refunded to you within 14 days. You remain responsible for, and will be charged for, the cost of any damage, repair, or replacement in excess of the Security Deposit.

Booking Details:

- Check in and out times: Regular check in is from 2.00pm. Check out is 11:00am. Further, we cannot guarantee that a property will be ready at the check in time. We will endeavour to have the property ready, however, circumstances may sometimes cause delays. There will be no refund or credit if a property is not ready at the said time. We may be able to offer an early check in or late check out - this will attract a charge. Paying



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however, does not guarantee that this agreement can be honoured. If we are unable to honour early check in or late check out due to a back to back booking or unforeseen circumstances, a full refund of the extra fees charged will be provided. Unauthorised early check in or late check out will be charged at a minimum of 50\$.

- **Changes to Booking:** The tariff is for the maximum occupancy number or upon prior agreement the number of guests detailed on our confirmation email. If there is a change or discrepancy, you will need to contact us to make changes and ensure that those changes are documented. By paying a deposit, the guest is reserving for specific dates. The dates and the property cannot be changed, doing so would effectively cancel the original reservation and cancellation terms will apply. However, we may be able to transfer your booking to different dates or reduce the stay, at our discretion. SILVERSAND VILLA does not offer refunds or reschedule bookings due to weather events, traffic delays or natural disasters unless there is an official travel ban issued by the Indonesian government for Bali. You are encouraged to take out travel insurance to cover such events. No refunds will be given for late arrivals, early departures or unused days of your holiday rental property reservation. It is the guest's responsibility to advise our team at least a fortnight before the stay if beds are to be split or extra beds need to be made up (if paid for). Should advice not be received within 14 days changes will not be made.
- **Guest Information & Obligations** It is a condition of your stay that you adhere to our Terms and Conditions.
- **Loss and Damage –** All damages, breakages or losses to the property, furniture and furnishing are to be reported immediately to ensure cover by Damage Protection. Should you discover a fault or breakage when you arrive, please advise us directly to avoid being charged for this damage. **Children –** No responsibility will be taken for children or pets staying at or visiting the property. Please supervise carefully, always taking into consideration fencing, pools, dams, stairs, verandahs, balconies and cleaning chemicals. **Issues during the stay –** If you encounter an issue contact us immediately so that we can attempt to fix it. We will not be able to consider compensation unless we have been afforded the opportunity to solve the problem.
- **Third party services –** Should you engage the services of a third party during your stay such as a caterer, beautician, massage therapist etc, it is your responsibility to ensure that they adhere to these Terms and Conditions, and hold appropriate Public Liability insurance.
- **Number of guests –** Each holiday property is equipped for a specific number of guests. No mattresses, tents, caravans or more cars than the property accommodates are allowed. The guest limits apply at all times during the booking. Any extra guests (this includes day visitors) above those that have been booked and paid for must be approved in writing prior to the stay. The owner has the right to charge for extra guests/visitors and to decline any request. Any unapproved excess guests/visitors may result in a party/function \$1000 fine, registration with a "bad guest" register, and/or reviews on booking sites.
- **Noise –** We have a strict 'no party' policy. Only the guests staying at the property are permitted to be present. If you wish to have visitors in addition to booked guests, you must advise us in writing prior to your stay and ensure you receive written permission. If there is, or is evidence of a party/function, you may be asked to vacate the property and there will be a charge of US\$100 made. If you or any other guest receives a warning regarding excess noise or excess guests, you may be asked to leave the property IMMEDIATELY with no refund of monies. Noise audible outside the property is prohibited between 10pm and 8am. In addition, if the police are called to the property to deal with noise complaints or excess guests, or if we receive complaint/s from the neighbours during or after your stay, a fee of \$500 per offence will be charged. Noise disruption for these purposes includes: loud



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behaviour of any type that disrupts the peace and quiet of others; intrusive or abusive language; loud music or any other sounds affecting other residents that is audible outside the boundaries of the property.

- Good neighbour policy – The property is a privately-owned home, and we enforce a good neighbour policy. Please treat the property with the same care you would use with your own residence and leave it in the same condition it was in when you arrived. You and other occupants agree to conduct yourselves throughout the stay in a manner that is respectful of and not disruptive to neighbours, traffic flow, or the community and that will not prompt complaints to SILVERSAND VILLA from the police, local council, neighbours, or neighbourhood.
- Security – To prevent theft of or damage to your personal property, you agree to close and lock bedroom doors and windows when you are not present at the property and at check out.
- Pets – Your pet is most welcome, but only for full 4 Bedroom Villa bookings. A pet surcharge will usually apply. This surcharge varies depending on the length of the stay, with a minimum charge of \$50. If you have your pet with you, it is expected that a few simple rules of courtesy are followed:
 - All pets must be approved in writing prior to the stay
 - Any mess, including outdoors, must be wrapped and placed in outside bins
 - Pet bedding must be supplied by guest
 - While we allow your pet inside, please do not allow it onto furniture or into bedrooms.
 - You agree to pay for any damage, or extra cleaning required resulting from the pet having stayed.
- Criminal Activity – Use of the property for any criminal activity is of course prohibited and may result in fines or prosecutions. This prohibition extends to use of the property's internet service, if any, for criminal activity. We will cooperate with any investigation of alleged criminal activity at the property during the stay.
- Lost property – Guests are solely responsible for their belongings whilst staying at the property and are required to take the usual steps to prevent any property loss, including locking valuables into the safety boxes and lock your bedrooms when not attended. If personal property is left behind, it is the guest's responsibility to arrange its return. If not claimed within 30 days, it will be disposed of.
- Owner Limitations of Liability Property - We have taken great care to describe your holiday accommodation to you as accurately as possible. We cannot however, accept responsibility for incorrect descriptions, errors or omissions. Substitution of property - At times, situations arise over which we have no control such as extensive repairs or maintenance. We reserve the right to offer guests alternate accommodation of a similar standard, as available, at our discretion. In the unlikely event, we will notify you as soon as possible and make every reasonable effort to ensure you are satisfied. We cannot guarantee accommodation and, should an alternative not be found, you will be refunded. You hereby agree that, in this case, you will accept the refund as an acceptable outcome.
- Wildlife - Our properties are maintained and cleaned regularly, however, wildlife is common in country and coastal areas, especially with an open air living concept. The owner do not accept liability for the unfortunate or seasonal visits of any wildlife including, but not limited to; insects, cockroaches, frogs, geckos, snakes, rodents, roaming house cats and spiders.
- Access - The SILVERSAND VILLA owner and its representatives reserve the right to enter the property at any time, without notice, to protect and/or undertake maintenance of the property. We will provide notice to the guests wherever possible.



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- **Equipment** - SILVERSAND VILLA and the owner do not accept liability or loss caused by failure of equipment and/or services out of our control, including, but not limited to, water, electricity, air-condition, gas and internet. In the event of a failure, the guest should notify our team in the first instance. Any problems that arise during the rental period that do not constitute an emergency as determined by SILVERSAND VILLA, will be remedied as fast as possible during or after the rental period, at the sole discretion of SILVERSAND VILLA.
- **Limited Liability** – To the maximum extent permitted by law, in no case shall SILVERSAND VILLA, nor its affiliates, officers, directors, employees, agents or owners be liable for any indirect, incidental, consequential, special or exemplary damages or for any damages for death, personal or bodily injury, emotional distress or damage to property, arising out of or in connection with your stay. This limitation applies to all claims for damages including negligence even if SILVERSAND VILLA has been advised of the possibility of such.
Indemnity - SILVERSAND VILLA and/or the owner do not accept liability for any personal loss or injury to the guest/s during the rental period, including that caused by events beyond our control. Events may include, but are not limited to; adverse weather, fire, flood, traffic or flight delays, war, terrorist activity, civil disobedience, or other force majeure and no refund or credit will be offered under these circumstances.