

This contract entered into is between Villa Infinity Bali, hereinafter referred as "VIB" and the holidaymaker, hereinafter referred to as "The hirer".

SEASONS

VIB categorizes the year into three (3) seasons. The three (3) season structure for pricing is as follows: LOW season, HIGH season and PEAK season as stated in the price list.

PAYMENTS

A deposit of 20% of the rental amount must be received by VIB within five (5) working days after the relevant invoice and payment instructions have been given to the hirer. Until the deposit of 20% is paid, the reservation is considered tentative and can be booked by other parties. The deposit of 20% is non-refundable.

Second payment of 40% is required 60 days prior to arrival or immediately if booking is made less than 60 days prior to arrival. If the second payment is not received by the due date, VIB reserves the right to cancel the booking and retain the hirer's deposit.

Final payment of 40% is required 30 days prior to arrival or immediately if booking is made less than 30 days prior to arrival.

In the case of bookings made less than 30 days prior to arrival, full payment is required within five (5) working days. All payments must be made in USD. Deposit and payment need to be made by Bank transfer. Payments by Traveller's Cheques or personal cheques, will not be accepted. If required, damages must be paid and will be requested by the villa manager and paid in full on the day of departure. In case of last minute bookings, where it is impractical or very difficult for the hirer to make a deposit, we will accept cash (2003 or newer, unmarked USD banknotes – F series or newer only) on arrival.

CANCELLATIONS

If the reservation is cancelled 61 days or more prior to arrival (91 days for Christmas/ New Year bookings, being from the 15th of December till the 15th of January), payments will be refunded in full less a deposit US\$500.00 OR 20% of the total booking value (whichever is greater). Reservations cancelled less than 61 days prior to arrival (91 days for Christmas/ New Year bookings) are subject to a complete forfeiture payment of 60% to compensate VIB for the time and effort involved in making a booking and to compensate for the loss of other potential bookings that have turned down once a booking has been confirmed. Reservations cancelled less than 31 days prior to arrival (61 days for Christmas/ New Year bookings) are subject to a complete forfeiture of payment. Notice of cancellation must be received by VIB in writing. Final payments are non-refundable.

PROVISIONS AND STAFF

VIB represents a team of security, F&B/housekeeping, driver, cook, 1 technician, gardener, a butler and a managing director. VIB is fully equipped with bed linens, towels, cooking utensils etc. We provide complimentary airport pickups / drop offs for our guests in one 7 seat vehicle. There is 1 car and 1 driver during 8 consecutive hours provided.

EVENTS AND PARTIES

Normal bookings are for vacation purposes and special permissions must be obtained for functions. Also clients should be aware that VIB is located in a residential neighbourhood. If you are planning to hold an event such as a wedding or any large congregation of people at VIB it would be best to bring this to our attention as soon as possible. Please be aware VIB will not accept a booking involving a function without prior confirmation. VIB has rules governing for events and parties and as a surcharge is applicable, in addition to a local community ("Banjar") fee.

DAMAGE OR LOSSES

The hirer is responsible for leaving the property in good order and in a clean condition. The hirer further undertakes to pay for any damages or losses incurred during occupation. VIB reserves the right to repossess the property if the hirer or a member of the party has caused excessive damage.

NUMBERS IN PARTY / SUITABILITY

The numbers of people occupying the property must not exceed the maximum number stated in the booking confirmation.

LIABILITY

The Management Company will not accept responsibility for any injury, sickness, loss, damage, additional expense or inconvenience, directly or indirectly caused by or arising out of the use of the property, plumbing, gas, electrical or otherwise, and exceptional weather conditions. Further, no responsibility is accepted for the personal belongings, car, and its contents of the hirer or any member of the party during the holiday.

COMPLAINTS

If the hirer considers that he/she has cause for complaint concerning VIB, the matter should be taken up with the Managing Director. He will take immediate action so no liability shall arise beyond the refund of the monies paid. VIB will not entertain claims lodged by the hirer upon departure or after return home when it is no longer possible to investigate the complaint effectively.

USE

The Hirer 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 Hirer must restrain from any act on or in the Villa which contravenes any of the laws of Bali and Indonesia.

DRUGS ABUSE

All use of drugs is strictly forbidden and VIB has every right to exclude the Hirer from further entrance to the villa without refund after drugs abuse. Use of drugs are forbidden and police will be notified in case of any abuse