

## Pure Shores Villa (PSV) Rental Terms & Conditions

Booking a private villa is very different from booking a regular hotel room, especially with regard to payments and cancellations. As such, please read the following rental terms and conditions carefully.

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### AGREEMENT:

The Guest named in the Reservation Confirmation agrees on behalf of all accompanying guests that:

- He/she has read, understood and accepted these rental terms and conditions and has the authority to and agrees to be bound by them, without reservation and without exception;
- He/she consents to our use of information in accordance with our privacy policy;
- He/she is over 18 years of age and, where placing an order for services with age restrictions, declares that he/she and all members of the party are of the appropriate age to purchase those services

### PAYMENT POLICY:

All payments for reservations must be made in US Dollars, unless otherwise agreed with PSV, and must be made in accordance with the payment instructions as set out in the Reservation Confirmation.

For bookings made more than 60 days before the scheduled arrival date:

- a downpayment of 50% of total rental amount is payable to confirm the booking
- the remaining 50% balance is payable not less than 60 days before the scheduled arrival date

For bookings made within 60 days of the scheduled arrival date:

- the total rental amount is payable to confirm the booking

If payments are not made on or before the due dates as specified in the Reservation Confirmation, PSV may cancel the booking without any further notice required.

Once the Guest's booking is confirmed, the price of the Guest's reservation is fully guaranteed, even if PSV changes the price on its website after the Guest's booking has been confirmed. In return for this commitment, no refunds will be made for any exchange rate fluctuations that would otherwise reduce the rental cost.

PSV reserves the right to impose any taxes or other charges which may be implemented by any government or other regulatory body, which were unknown at the time of publishing. PSV will tell the Guest promptly in the unlikely event that it becomes aware that any taxes or charges will apply to the Guest's booking.

### CANCELLATION POLICY:

#### Cancellation

If the Guest wishes to cancel a confirmed booking, written notice of cancellation must be sent to PSV. All cancellation notices received by PSV will be acknowledged in writing.

In the event that the Guest cancels a confirmed booking, 50% of the total rental amount will be refunded if the cancellation notice is received more than 60 days before the scheduled arrival date. Otherwise, the Guest forfeits 100% of the total rental amount.

If the Guest decides to leave early, the nights not spent are not refunded.

The applicable amount will be deducted from the moneys paid and/or security deposit (if any), and PSV will refund any remaining balance to the Guest.

## **Amendments**

PSV will do its best to accommodate any reasonable amendments, but the Guest should be aware that some changes may not be possible.

Please note that these amendment policies apply for regular booking periods. Special amendment terms may apply for peak/high seasons.

## **TERMS & CONDITIONS:**

### **Check-In & Check Out Times**

The standard check-in and check-out times are below.

- Check-in at 2:00pm
- Check-out at 11:00am

PSV will try to accommodate the Guest's actual arrival and departure times, subject to availability. Please advise PSV of any changes to the Guest's schedule in advance so every effort can be made to accommodate them.

### **Number of Guests**

The villa rental and its rates are based on 10 adults and 6 children below the age of 12 years old, unless otherwise specified in the Reservation Confirmation.

The number of persons (adults and children) staying at the property must not exceed the maximum number of guests that has been specifically agreed in writing and stated in the Reservation Confirmation.

PSV must be informed in advance and in writing about any other guests who were not included in the Reservation Confirmation, and an extra charge per guest per night will apply. Any changes to the number of guests must be advised to PSV as soon as possible and, where applicable, any payment required in respect of additional persons shall be made in full if the change is requested less than 60 days prior to arrival.

No pets allowed.

### **Use of Property**

All bookings are assumed to be for normal holiday purposes only, and the Guest agrees that the use of the property will be limited to this purpose unless otherwise confirmed in writing.

If the Guest is planning to hold an event, such as a wedding or party, which involves having a larger number of people at the property, or if the Guest is planning to use the property for a purpose other than holiday, an EVENT FEE and SECURITY DEPOSIT would be applicable and this must be agreed with PSV at the time of booking and in writing, as special approvals or arrangements may be required.

The Guest accepts full responsibility for any third-party suppliers and service providers that it engages and is given access to the villa and its premises. The Guest is responsible for ensuring that the villa and its premises are reinstated to their original condition and any costs incurred in this regard. For the avoidance of doubt, the section on Losses and Damages covers the Guest and all members of their party, visitors, third party suppliers and third-party service providers.

### **Additional Charges**

The Guest will be charged for food and beverage, tours and transportation, and other services consumed by the Guest that are not part of the 'Inclusions' as stated in the Reservation Confirmation. Corkage fees will apply for food and beverage brought in and consumed in the villa premises. All charges incurred will be summarised in a billing statement at the end of the stay and denominated in Philippine Peso. For payments in foreign currency, PSV reserves the right to determine the FX rate to be used for conversion and only accepts US Dollar, Euro, British Pound, Australian Dollar, Hongkong Dollar or Singapore Dollar.

Gratuities for household staff are encouraged and normal, but are left entirely to the Guest's discretion.

## **Conduct and Due Care**

The villa is our home. Please treat our villa accordingly and leave the villa, grounds, facilities and all its contents in good order and in an acceptably clean condition.

The villa is located in a quiet residential neighborhood. The Guest is asked to respect this and ensure that all guests and visitors to the property behave appropriately. The quiet hours are between 10:00 PM and 8:00 AM.

Smoking is prohibited in the villa, the dining cabana and the pool cabana. A cleaning charge of USD100 per incident will be imposed if there is evidence of smoking in the restricted areas per incident

Illegal or immoral activities including gambling, prostitution, prohibited drugs, possession or use of pyrotechnics or dangerous goods, and possession or use of firearms and other weapons are all strictly prohibited.

The Guest is responsible for the behaviour of their guests staying at the villa, as well as visitors to the property during the rental period. Should any guest(s) or visitor(s) not behave in a suitable manner, the villa manager/staff may, in their absolute discretion, require the Guest, their party and/or visitor(s) to leave the premises and/or vacate the property immediately, without compensation or refund

## **Safety & Security**

In the interest of safety, due care should be taken at the property at all times, especially with children. Suitable supervision should be given around the swimming pool, steps to the marine sanctuary, drop offs and roads, and when using all villa facilities. The Guest hereby releases PSV, its owners, agents and staff, of any claims demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of any kind with respect to personal injury while using the villa's swimming pool and surrounding structures.

The Guest is not allowed to use the kitchen equipment, for health and safety reasons. For the convenience of guests, the villa provides a fully-staff kitchen and has food and beverage menus with a wide selection of Asian and Western dishes at modest prices. PSV may impose corkage fees if the Guest brings in and consumes outside food and beverages within the villa premises. Please let PSV know should you have any special requirements and we will do our best to accommodate you.

Any Guest valuables or property left or used at the villa are at the Guest's own risk. PSV will not be responsible 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. 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.

## **Damage or Losses**

Any damage or losses caused by the Guest during the rental period, as well as any special cleaning requirements will be the Guest's responsibility and may be charged to the Guest's account and deducted from the Guest's security deposit. In cases of excessive or unacceptable loss or damage at any time during the rental period, the villa manager/staff may require the Guest and their party, including visitors to vacate the property immediately, without compensation or refund.

Guest liability for the property extends beyond the security deposit. Any damage caused to the property must be reported to the villa manager immediately and any damage cost will be deducted from the security deposit. If traveling with children, please take care that they do not use crayons and paints on the cushions and sofas. For fabric stains that cannot be removed, the villa will charge the Guest for the cost of replacement.

## **Access**

The villa and its facilities are available for the Guest's full enjoyment during the rental period. However, villa management, villa staff and contractors may need access to the property from time to time (e.g. for maintenance purposes to the house, garden, swimming pool, utilities and services, or for the purposes of providing additional services requested by the Guest, etc.). The Guest is required to give them reasonable access to the property for these purposes.

## **INDEMNITY & LIABILITY:**

The Guest waives and releases, indemnifies, holds harmless and forever discharges PSV, its owners, agents, and employees from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, including claims of negligence, with respect to personal injury, sickness, death, loss, damage to personal property, inconvenience or additional expenses that the Guest ever had or may have arising from or related to:

- residing in the villa and using its services and facilities, including but not limited to food and beverage, tours and transportation, swimming pool, steps to marine sanctuary and other surrounding structures;
- participating in events, activities, tours, transfers, including those provided by third-party suppliers;
- man-made hazards associated with the property such as slippery shower basins, tubs, staircases/steps, swimming pool facilities and natural hazards such as holes, ditches, fallen trees, branches, ice, and or other irregularities in terrain and using the terrain including walking, jogging, biking or related activities.

The Guest is responsible for their own travel, health and general insurance. PSV shall not have any responsibility or liability for:

- any physical injury, sickness, death, loss, damage, inconvenience or additional expenses incurred by the Guest, their party or visitors regardless of the cause;
- any vehicle or the contents of any vehicle used, hired or engaged by the Guest or their party during the rental period;
- inability of the Guest or any member of the Guest's party to enter the location of the property or stay at the property for all or part of the rental period as a result of failure to obtain appropriate travel or visa documentation, cancellation or amendments to travel arrangements or the missing of flights or travel connections; and/or
- any delay or cancellation of the booking as a result of war, threat of war, riot or civil strife, strike, demonstration, terrorist activity (threatened or actual), natural disaster, fire, sickness, weather conditions, action at an airport or port by any government or public authority, technical problems relating to transport and airport regulations caused by technical, mechanical or electrical breakdowns, or any technical, structural, electrical, plumbing or other problems or difficulties with the villa which make it unsafe or unusable, or any other circumstances which amount to 'force majeure' or Acts of God, or other events beyond PSV's control.

In no case will PSV individually or collectively be liable to make any payment or give any refund or compensation of any amount over and above the total rental amount paid.

## **JURISDICTION:**

This agreement will be governed by the laws of the Republic of the Philippines.

If any of the terms and conditions stated herein are or become or are deemed to be invalid, or if there is any omission from any terms and conditions, the remaining terms and conditions will remain valid and enforceable and cannot be contested.