Booking Terms & Conditions for Surya Damai

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 24 points carefully.

BLV Luxury Villas Ltd (UK, Company Registration: #08416593), and PT Luxury Bali Villas (Indonesia, Company Registration: #2208177004579), further named "BLV" both act as rental agents 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 BLV, either directly or through a travel AGENT, a 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. **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 and service charges. 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 rentals where the Arrival Date is 76 days or more after the Booking Invoice issue date, a Booking Deposit of 20% of the rental amount must be paid.
   - For rentals where the Arrival Date is 75 days or less after the Booking Invoice issue date, the total rental 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 20% deposit applies to the booking, the GUEST must pay the remaining 80% balance of the rental amount not less than 75 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. **Reservation Voucher:** Confirmation details, the Villa address, contact details of the OWNERS, transfer arrangements and directions to the villa will be sent to the Guest in a reservation voucher when full payment is received. This voucher, along with the Guest's passport, need to be presented upon arrival.
6. **Cancellations** If the GUEST wishes to cancel a confirmed booking, written notice of cancellation must be sent to BLV. All cancellation notices received by BLV will be acknowledged in writing. It is strongly recommended that the GUEST and all members of the GUEST's party purchase trip cancellation insurance. Cancellation of a booking includes but is not limited to:

   - Cancellation of one or more days of a booking;
   - An amendment of a booking so that none of the dates of the booking once amended fall within the same dates that originally constituted the booking;
   - Failure of GUEST or his Party to provide the required documentation on arrival (eg. Passports or suitable identification); and
   - Attempt by the GUEST, their party or visitors to hold an event at the Property in breach of these Terms and Conditions or breach of any rules applicable to the GUEST's chosen Property.

   In the event that the GUEST cancels a confirmed booking, the following cancellation fees will generally apply:

   - 20% of the total rental amount will be forfeited if the cancellation is made more than 61 days before the start of the rental period
   - 50% of the total rental amount will be forfeited if the cancellation is made between 30 and 60 days before the start of the rental period
   - 100% of the total rental amount will be forfeited if the cancellation is made between 1 and 29 days before the start of the rental period.

   The applicable amount will be deducted from the deposit and moneys paid, and the OWNERS will refund any remaining balance to the GUEST.
7. **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. 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.
8. **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.
9. **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.

10. **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 his travel AGENT including correspondent bank charges. The GUEST or his AGENT must E-mail a copy of the bank wire transfer to billing@baliluxuryvillas.com.
    - **Payment by Credit Card Debit Authorization:** available by Visa, Master and AMEX Card. BLV's Banks will apply a convenience fee for payment by Visa and 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 facsimile 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.
11. Rental **Check-in time** is 3:00 pm and **Check-out time** is 12:00 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.
12. **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.
13. **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.
14. **Damages, Losses:** A Property is typically someone's home. The GUEST shall treat the Property rented accordingly, and leave the Property and all its contents in good order and in an acceptably clean condition.
    Any damage or losses caused 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 OWNERS may require the GUEST and their party, including visitors to vacate the Property immediately, without compensation or refund.
15. **Valuables 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.
16. **Number of Guests:** The number of persons (adults and children) staying at the villa must not exceed the maximum number of sleeping places indicated in the booking Invoice, unless specifically authorised in writing. Exceeding this number may invalidate any insurance policy on the villay. Entry or access to the villa may be refused or limited where the number of guests exceeds the stated requirement. No pets are allowed unless agreed in writing in advance.
17. **Use of Villa:** All bookings are assumed to be for normal holiday purposes only, and the GUEST agrees that the use of the Villa 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 Villa, or if the GUEST is planning to use the Villa for a purpose other than holiday, please communicate this to BLV at the time of booking, as special approval or arrangements may be required. Depending on the nature of the event, a surcharge and/or additional security deposit may be required, which will be agreed and confirmed in writing prior to confirming the reservation. Note that some Villas are in residential areas or estates, and some are subject to rules and regulations regarding their use. Therefore, it may not always be possible to grant permission for certain uses or activities due to these or other reasons beyond the control of BLV and the OWNERS. If BLV has confirmed a booking which includes an event at the GUEST's chosen Villa, in certain circumstances the GUEST must then obtain permits from the police and the local community before the event can proceed. The GUEST acknowledges and agrees that BLV, the OWNERS cannot control the issue of these permits. If the police and/or the local community refuse to issue a permit for an event at the Property, the OWNERS will refund any event fee paid by the GUEST to the OWNERS, however neither BLV, nor the OWNERS will be liable for any further refund or payment to the Guest.
18. **Conduct and Due Care**: Villas are generally located in quiet residential neighbourhoods. The GUEST is asked to respect this, and ensure that his party and visitors to the Property behave appropriately. 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. Smoking is generally prohibited unless stated otherwise in the Booking Invoice or reservation voucher. The GUEST is responsible for the behaviour of his party staying at the villa, as well as visitors to the villa during the Rental Period. Should the GUEST, his party or visitor(s) not behave in a suitable manner, the OWNERS may, in their absolute discretion, require the GUEST, his party and/or visitor(s) to leave the premises and/or vacate the villa immediately, without compensation or refund. In the interests of safety, due care should be taken at the villa at all times, especially with children. Suitable supervision should be given around pools, beaches and roads, and when using all villa's facilities.
19. **Security Deposit:** A security deposit may be payable directly to the OWNERS immediately upon arrival at the Property. The standard security deposit required for each Property is stated in the Property description; however the Owner has the right to impose different requirements on a case by case basis. Access to the Property may be refused if security deposit is not paid in full. When the OWNERS requires the security deposit to be paid in cash, or when a non-standard security deposit applies, BLV will inform the Guest in advance of the amount payable and any other conditions. The security deposit will normally be refunded at the end of the rental period, after deducting:
    - all additional expenses incurred on the Guest's behalf (e.g. additional charges for goods, services and staff which have not been directly paid by the Guest, and telephone and internet charges, if applicable) and
    - the cost of replacement or repair for any loss or damage to the Property or its surrounds or contents caused during the Rental Period. If this cost cannot be reasonably determined prior to the Guest's departure, the Owner or the Owner's Representative is entitled to withhold a reasonable estimate from the Guest's security deposit, and will return any balance to the Guest as soon as possible after the actual cost has been determined.
20. **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.

21. **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. By confirming this booking, the GUEST accepts that BLV and OWNERS are not responsible for any consequences of the GUEST's participation in any activities or excursions during his visit to Bali, including activities or excursions arranged through BLV's concierge service. The OWNERS and/or BLV will not accept responsibility or liability for inability of the Guest or any member of the Guest's party to enter the location of the villa or stay at the villa 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. The OWNERS and/or BLV will not accept responsibility or liability for any delay, additional expense or difficulties with the villa which make it unsafe or unusable, 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, or any other circumstances which amount to 'force majeure'. In the event of such an occurrence, BLV 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 BLV 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 rental amount paid. BLV 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 Consumer Protection Regulations 2000/2334 and European 97/7/EC directive (see: http://www.legislation.gov.uk and http://eur-lex.europa.eu) in respect of distance contracts.
22. **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 with the Villa during the Rental Period, he must inform the OWNERS or BLV 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 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 to the Guest's satisfaction and no complaint will be entertained.
23. **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.
24. **Jurisdiction**: This agreement will be governed by the laws of Hong Kong. In the event of controversy arising from the booking and Property rental that cannot be resolved amicably between the parties, both parties agree to exclusively refer the matter to the Singapore International Arbitration Centre to be resolved finally by arbitration in the English language. By making its booking request, the GUEST agrees that these terms and conditions have been read, understood and have been accepted and agreed to by the GUEST without reservation and without exception. If any of the conditions of this Rental Contract 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.