



TEA TREE VILLA

SOUTH COAST, SRI LANKA

Booking Terms & Conditions for Tea Tree Villa

Booking a villa like Tea Tree 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. Lanka Luxe Living (Pvt) Ltd (Sri Lanka, Company Registration: #174425), further named "LANKA LUXE" is the owner of a furnished and staffed vacation rental villa in Ahangama, Sri Lanka known as *Tea Tree Villa* ("the Villa"). Each time a Guest confirms a booking of the Villa through LANKA LUXE, either directly or through a travel AGENT, a Rental Contract is entered into between LANKA LUXE 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, LANKA LUXE will issue and E-mail a Booking Invoice to the GUEST or his travel AGENT (if the GUEST has chosen to book through such AGENT), indicating 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.

2. Booking Confirmation Deposit:

To confirm a Villa Booking the GUEST must make a Booking Deposit to LANKA LUXE 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, LANKA LUXE will void the booking request. The following booking deposit amount must be received by LANKA LUXE:

- (i) For rentals where the Arrival Date is 31 days or more after the Booking Invoice issue date, a Booking Deposit of 50% of the rental amount must be paid.
- (ii) For rentals where the Arrival Date is 30 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 50% deposit applies to the booking, the GUEST must pay the remaining 50% balance of the rental amount not less than 30 days before the Arrival Date stated on the booking invoice.

4. Booking Acceptance:

On receipt of the Booking Deposit, LANKA LUXE will E-mail a Booking Deposit Receipt to the GUEST or his AGENT. This is the formal acceptance by LANKA LUXE of these Booking Terms and Conditions.

5. Cancellation:

The following cancellation fees may be payable:

- (i) If cancelled 14 days or less before the Arrival Date, 100% of the total rental amount;
- (ii) If cancelled between 14 days and 31 days before the Arrival Date, 50% of the total rental amount; and
- (iii) If cancelled more than 31 days before the Arrival Date, the equivalent of one night's rental amount



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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. 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. LANKA LUXE 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.

7. Travel Insurance:

LANKA LUXE 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 LANKA LUXE and LANKA LUXE 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 LANKA LUXE is unable to provide the GUEST with the Villa booked by the GUEST, LANKA LUXE will inform the GUEST or its travel AGENT at the earliest possible date. LANKA LUXE 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 LANKA LUXE 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.

- (i) 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 info@teatreevilla.com

10. Check-in and out

Rental Check-in time is 2:00 pm and Check-out time is 11:00 am. LANKA LUXE will 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.

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. LANKA LUXE 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.



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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, 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 which will include a 10% service charge. 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 LANKA LUXE, 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.

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 Booking 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 Sri Lanka. No pets are allowed unless agreed in writing in advance.

16. Quiet Enjoyment:

LANKA LUXE wish to maintain a family atmosphere for the quiet enjoyment of Guests. LANKA LUXE rent to family groups and responsible adults only. If in the reasonable opinion of LANKA LUXE, 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, LANKA LUXE 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. LANKA LUXE will have no further responsibility toward such GUEST. No refunds will be granted and neither the OWNERS nor LANKA LUXE 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 Booking Invoice, please ask LANKA LUXE for assistance since functions or parties require special permission from owners and the local community. Charges apply depending on size of function, catering company and equipment required. For larger functions, extra costs may



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apply such as special permit fees and extra staff hire. Please contact LANKA LUXE for more details & special requirements.

18. Security Bond

The company reserves the right to charge a Security Bond on or before the first day of rental for any damages or unpaid food, laundry and car tour charges incurred by the guest during their stay. This security bond will be the equivalent of at least one night's accommodation or any other amount that the company determines and 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 or its surrounds or contents caused during the Rental Period.

19. Visa Requirements:

The GUEST and his party shall be aware at the time of booking, that for travelling to Sri Lanka the passport must be valid at least 6 months from the date of entry in Sri Lanka. Other conditions may apply. For full details of Sri Lanka's Visa requirements please refer to the nearest Sri Lankan Consulate or Embassy. The GUEST and his party shall also be aware that, as part of the local requirements, all villa guests in Sri Lanka may need to be registered with the local authorities within 24 hours of arrival at their destination.

20. Disclaimers:

LANKA LUXE will not accept any liability whatsoever for accidents, personal injury, death, loss &/or damage to persons &/or personal effects however caused. LANKA LUXE will not 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 LANKA LUXE are not responsible for any consequences of the GUEST's participation in any activities or excursions during his visit to Sri Lanka, including activities or excursions arranged through LANKA LUXE's concierge service. LANKA LUXE will not accept responsibility for any delay, additional expense or inconvenience which may be 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, tsunamis, fires, floods, epidemics, wars, riots and acts of terrorism. In the event of such an occurrence, LANKA LUXE 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 LANKA LUXE individually or its owners collectively be liable to make any payment or give any refund or compensation of any amount over and above the total rental amount paid. LANKA LUXE 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 relevant protection regulations in respect of distance contracts.

21. Complaints:

Every attempt will be made by LANKA LUXE 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 LANKA LUXE, the Villa Manager or Rental Agent assisting LANKA LUXE 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 complaint to info@teatreevilla.com. However, no refund or rate adjustment shall be made for unforeseen technical failures such as the supply of internet service, electricity supply, pool filtration systems, air conditioning, television or cable service, appliances, etc. If no complaint is reported during the Rental Period, LANKA LUXE will assume that the Villa was to the Guest's satisfaction and no complaint will be entertained.



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22. Use of information given by GUEST to LANKA LUXE:

In order to process the booking, LANKA LUXE will need to collect and process personal information, such as GUEST names, addresses or passport numbers. LANKA LUXE may pass on only the necessary information to the companies and organizations that need to know them to provide the included services or additional services contracted by the GUEST (for example to the owners of LANKA LUXE or the Villa Staff, VIP immigration fast track services, transport companies, credit/debit company or bank). Where you provide us with personal information, you consent to this information being used as described in this clause. LANKA LUXE and its Concierge Service may also send you information about products and services that LANKA LUXE think will be of interest to you. LANKA LUXE may do this by post, telephone, SMS or email. LANKA LUXE is entitled to assume that the GUEST does not object to LANKA LUXE doing any of the things mentioned above unless the GUEST writes to info@teatreevilla.com or by post to PO Box 500801 Dubai United Arab Emirates.

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 United Kingdom and dealt with by the Courts of United Kingdom.

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Current general version of these T&C is at: www.teatreevilla.com