

**Blue Paradise, Blue Sky
South,
Copeland Bay,
St Patrick's Grenada, W.I.**

COTTAGE RENTAL TERMS AND CONDITIONS

ACCEPTANCE OF TERMS AND CONDITIONS

When a reservation for Blue Paradise is made, the **Owner**, Michel Orts of 15 Rue Alexandre Mari, Nice, France through his manager, John Carrington of Turnbull Hill PO Box 3309, Road Town, British Virgin Islands and c/o Mrs Enid Charles, Archibald Avenue, St George's, Grenada, will email you the undersigned, the **Guest**, a copy of these Terms and Conditions for the rental of the **Property** which comprises the cottage, Blue Paradise, its exclusive pool, its surroundings and the use of the common area of Blue Sky South namely the driveway and staircase down to the beach.

The Terms and Conditions of this cottage rental will be considered binding from the time that the Owners receive your deposit. In sending the deposit the Owners assume that you have acknowledged the Terms and Conditions of the cottage rental and that you accept and agree to any limitations, terms and conditions. If you have any questions or queries on any of the terms and conditions please ensure you contact us before you send your deposit.

This Agreement must be signed by each Guest over the age of eighteen who is to use the cottage and the Guest warrants that it is signed by him as agent for persons under the age of eighteen and that the terms of this agreement is binding on such persons.

PAYMENT POLICY

Deposit and Final Balance

When you express a definite interest in booking the cottage, your reservation status will be entered as tentative. In order to secure your cottage reservation you must send a deposit of 25% of the rental amount. This is payable via credit card on www.paypal.com to the paypal account carrington233@yahoo.com or by any other method of which the Owner will inform you. You will be billed in US dollars. If the Owner does not receive the deposit within 7 days of your confirmation of your interest in the booking, the Owner will assume that you do not wish to go ahead with the booking and will at its discretion cancel the tentative reservation and offer the cottage for those dates to third parties.

Following receipt of your deposit the Owner will upgrade your status to **confirmed** on the www.homeaway.co.uk website and you will receive an email confirming receipt of the payment and the upgrade of your status. You will be able to view the upgraded status on the website.

The balance of the rental fee together with the security deposit must be sent no later than 45 days prior to your arrival. This amount is also payable in US dollars via www.paypal.com. If you wish to make any changes to dates of your stay the Owner will require notice in writing before the changes are made.

The Owner's local mailing address is c/o Mrs Enid Charles, Archibald Avenue, St George's, Grenada, W.I.

CANCELLATION POLICY

On receipt of your deposit your reservation is confirmed. This deposit is refundable only at the Owner's discretion. The Owner will generally refund it if it is able to get an alternative rental for substantially all the days of your rental.

If the reservation is cancelled after the full payment has been made but more than 21 days before the commencement date of your visit, the Owner will refund 70% of the full rental. If it is cancelled up to 21 days in advance of your arrival the Owner will refund 50% of the total rental.

The Owner reserves the right to retain 100% of the rental for no shows or early departures save for valid personal emergencies in which case 75% of the unused rental will be refunded.

DAMAGE DEPOSIT

A damage deposit of \$300 is payable together with the final balance. This sum will be refunded to you via www.paypal.com within one week of the date of the end of your stay, providing that there has been no damage to the property or its contents. If the property is left exceptionally dirty (requiring extra cleaning) or there has been damage to any items in the cottage during your stay, a cleaning cost of \$75 and/or the replacement cost of the damaged items will be deducted from the Deposit and the remainder, if any, will be returned to you.

ARRIVAL

It is the responsibility of the Guest to provide details, including airline, flight numbers and arrival and departure times to the Owner at least one week before his arrival. You will be met at the airport on your arrival by our agent. You will be given the welcome package which includes the inventory for the cottage, guide for use of the cottage, driving directions for the cottage from the airport, keys, a pre-paid mobile phone for your use while in Grenada and a bluetooth speaker for use with your mp3 player. You should as early as possible verify that all items on the inventory are at the cottage as you will be responsible for any missing items. You will be met at the airport on your departure and should return the keys and mobile phone.

LIABILITY

The Owner of the cottage accepts no liability for any loss or damage to personal property or personal injury or death that may result to any person or property by or from any cause whatsoever during the period of the Guest's use of the cottage or common areas or any equipment in the said property. The Owner also accepts no liability for any accident, delay or irregularity occurring in the act of conveying passengers to or from their cottage by independent transportation operators. This can be taken to include taxis, hire cars, ferries and airlines.

The Guest is solely responsible for the security of the cottage and its contents, including the Guest's property, for the duration of their stay. The Guest must ensure all doors and windows are locked if the property is left unattended within the cottage. The Guest is also asked to observe any warnings or cautions as outlined by the property representative on arrival in Grenada and are asked to take special care of young children in the pool at the cottage.

The Guest hereby agrees to indemnify and hold harmless the Owner and its directors and officers against all claims, demands, contentions, liabilities, losses, attorney fees, costs and expenses arising from any cause of action, whether damage or loss or property or personal injury or loss of life including

consequential damage thereto made by third parties, including children of the Guest or persons invited onto the cottage by the Guest

MAINTENANCE

The Owner makes every effort to ensure that the property and appliances are in working order. If a maintenance issue does occur every effort will be made to rectify/repair the issue as soon as possible after the problem has been reported. The Owner appreciates any problems being reported immediately using the telephone numbers on the guide. It is the responsibility of the Guest to report any issue immediately. The Owner will not, however, provide any compensation for failure of *devices* or services such as electricity supply, telephone service, water, pool filtration systems, hot tubs, air conditioning, television or cable service (when applicable), internet service, appliances etc.

SPECIAL REQUIREMENTS

If the Guest has special requirements such as the need for baby cribs or a particular configuration of the beds in the second bedroom, the Guest should inform the Owner of these requirements no later than 14 days before the date of his arrival and the Owner will use its best endeavours to accommodate these special requests.

If the Guest requires housekeeping services, cleaning, laundry or cooking during his stay, this can be arranged at a price of US\$30 per day which is payable directly to the housekeeper. The Guest should request this *service* no later than 14 days before the date of his arrival.

If a Guest requires assistance with arranging car rental or transfers to and from the airport, the Owner will arrange this through local service providers and payment should be made directly to these persons.

NO PETS

The Guest may not bring any pet or animal to the property without prior consent of the Owner. This consent must be confirmed in writing prior to your *arrival*. If any evidence is found of an animal or pet being on the premises during the Guest's stay the Guest will be asked to leave the property with immediate effect. The entire rent and damage deposit will also be retained and the Owner will reserve the right to recover for any damage caused to the property by the pet.

The cottage is rented as a non-smoking area and smoking is allowed only on the open deck or on the grounds and common areas. The Guest will be charged a cleaning fee of \$300 if there is evidence of smoking within the cottage.

STANDARD AMENITIES

Blue Paradise comprises two large air conditioned bedrooms with ensuite bathrooms. One bedroom has a king-sized bed and the other a kingsized bed that can be re-configured as two twin beds, a fullkitchen with stove refrigerator, and washing machine,a living/dining room, bed. There is also outside deck with a dipping pool, below deck pump room with clothes lines. Blue Paradise is equipped with linen (including beach towels), furniture, and kitchen equipment for up to four persons.

There is water and electricity from the mains and wlf service. There is no cable television *service* in the area but public television is available. Utilities are included in the rental price. Please remember that on small islands electricity is extremely expensive and the Owners ask that you ensure that the air-

conditioning units are turned off when you are leaving the cottage. The Guest may at his option leave on the external lights at night but these should be turned off in the morning upon waking. The pool light should not be kept on for more than one hour at a time as the transformer for this light is very sensitive. Water is a precious resource in the Islands and should be used accordingly. There is an emergency water supply, which is activated by manually turning on the pump in the pump room area, in the event of any loss of water from the mains which should be sufficient for at least 3-4 days normal use by 2 adults. Please report any loss of water from the mains to our local manager immediately.

CLEANING

All properties are cleaned and prepared before the guests arrive. Please let us know if you have any special cleaning requirements. The cottage is rented on a fully self-catered basis. The Owners will be pleased to organise any housekeeping services for you at an extra cost.

DRUGS AND HAZARDOUS MATERIALS

Guests are prohibited from bringing illegal drugs and hazardous materials especially inflammable fluids such as gasoline, kerosene, naphtha or benzene. This also includes any items that may be considered threatening to life or limb. Any use of illegal drugs at the cottage will be immediately reported to the local police.

ENTRY BY OWNER

The Owner reserves the right to enter the property to provide any repairs or maintenance that are deemed necessary on an emergency basis during your stay. The Owner will do its best to provide reasonable notice of such entry and seek to work in accordance with your holiday schedule.

KEYS

The Guest will be provided with the keys for the cottage and pump room on their arrival. The Guest will be charged at a rate of \$35 per key for any lost or mishandled key.

QUIET ENJOYMENT

Blue Paradise is situated on the beach as part of the Blue Sky South development. All beaches in Grenada are public beaches but because of the location of Blue Sky South, it is rare to find other persons using the beach area immediately in front of or adjacent to the development. The Guest should respect the right of enjoyment of the occupants of the other two cottages and other persons using the beach while enjoying your stay at Sue no.

RESTRICTED USE

The total number of people allowed on the property is restricted to the number that have been paid for and scheduled for. This is based on 2 persons sharing one bedroom. If the group has been misrepresented in any way the difference in rates is payable immediately or the guests will be immediately evicted with no refund.

RATES

The Guest will have been informed of the rental rates for the period of his stay prior to execution of this agreement. Rates are subject to change without notice but any change will not affect confirmed bookings at the cottage.

THE WEBSITE

The Owner is not responsible for any omissions, typing errors or incorrect information that may be on the website, www.homeaway.co.uk notwithstanding its effort to ensure that the site is accurate and up to date. Property details are subject to change without notice.

LAW AND JURISDICTION

This agreement is governed by the laws of Grenada and the courts of Grenada shall have exclusive jurisdiction over any dispute or difference arising thereunder. Both Owner and Guest hereby submit to the jurisdiction of the courts of Grenada for this purpose and agree to waive any claim that such courts do not constitute the proper forum for the resolution of such disputes or differences.

The Guest hereby agrees to the terms and conditions outlined above for the rental of Blue Paradise, Blue Sky South, St Patrick's, Grenada for the period _____ to _____

Signed _____ Print Name _____ Date _____

Print full Physical (and mailing, if different) address

Signed _____ Print Name _____ Date _____

Print full Physical (and mailing, if different) address