

# Secluded Bali Villas/Kid Friendly Villas Villa Rental Terms and Conditions (as of 1/07/19)

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# Overview

Below are the standard Terms & Conditions for all our villas, namely:

- Villa Amanie
- Villa Anjani
- Bougain Villa
- Villa Champa
- Villa Daksina
- Villa Kalisha
- Villa Leana
- Villa Rene
- Villa Rosita
- Villa Rusa Biru
- Villa Talia Vashti
- Villa Wiljoba

Such Terms and Conditions shall apply to all direct guest bookings at the above villas, unless specific amendments and exceptions to these Terms and Conditions are stated in writing in an email to guests.

For guests that make a booking through an Online Travel Agent (OTA) such as AirBnB, TripAdvisor, Homeaway, VRBO, Booking.com or Agoda the following sections shall be determined and set by the OTA and the relevant sections here shall not apply:

- Booking and Payment Process
- Cancellation and Booking Amendment

## Booking and Payment Process

Upon receipt of an enquiry we will contact you (normally within 24 hours if your enquiry is via email), to confirm villa availability, villa rate (including applicable tax) and details of the deposit required to confirm the booking. Upon receiving a confirmation from you that the booking details are correct and a statement that you wish to confirm your booking, we will then hold the relevant dates for you for 48 hours pending payment. If another enquiry is received for those same dates during such 48 hour period, then we shall inform you immediately and request that evidence of payment is provided within the next 12 hours. Should you fail to provide such evidence we reserve the right to unblock the dates and offer the dates to the other guests.

### Deposit Payment

For all bookings, we require a deposit of at least 50% of the total amount due to confirm the booking.

A booking is only confirmed once the deposit amount has reached our bank account or we have been notified by our credit card processor that payment has been received, and we have responded to you via email that your booking is confirmed which we shall normally do within 24 hours of having received notice. Payment can be made via IMT (International Money Transfer) net of all bank charges to our relevant bank account. We accept payment in IDR, GBP, and THB. For IDR, and THB, we use the mid-point exchange rate on x-rates.com on the day that the request for payment is made to calculate the amount to be paid.

Alternatively, we also accept payment using a credit card or debit card through the international card processor WorldPay. All payments will however be made in GBP and there is a card processing fee of 3% for MasterCard/Visa and all debit cards, and 3.5% for American Express.

We are also able to accept payment by PayPal, but the processing fee is 5.4%.

Upon request we can also accept payment by Western Union or specialised online international transfer companies such as TransferWise.

## **Final Payment**

Payment of the final outstanding amount due is required at least 30 days prior to the date of your arrival. We will send you a final payment reminder prior to this date. Once payment has been made we will provide you with all the final details for your stay. A guest's booking is at risk if the guest fails to make payment within 5 working days of having been sent the final payment request.

## **Payment for Last Minute Bookings**

If your booking is within 30 days of your date of arrival, we require payment of the full amount to confirm the booking, and the booking is only confirmed once the full amount has reached our bank account, or our credit card processor has notified you and Secluded Bali Villas that a payment has been received, and we have then responded to you via email that your booking is confirmed which we shall normally do within 24 hours of having received payment.

For bookings made within 7 days of the date of arrival at the villa, we require payment in full prior to commencing your stay by credit card and reserve the right to refuse payment by other means, including bank transfer, and payment in cash upon arrival at the villa.

For bookings made within 24 hours of the date of your arrival at the villa, we require payment in full prior to commencing your stay by credit card or, by express agreement from Secluded Bali Villas in writing only, payment in cash rupiah (IDR) upon arrival at the villa.

## **Failure to Pay**

Where guests, or agents representing guests have failed to make final payment in accordance with the above Final Payment notice periods, then we shall have the right to treat such booking as being cancelled, and such booking shall then be subject to our cancellation policy.

Where guests, or agents representing guests, have failed to make full and final payment prior to the guests commencing their stay, then we reserve the right to refuse the guests entry to the villa, and to continue to refuse entry until such point as payment has been made.

# **Cancellation and Booking Amendment**

## **Booking Amendments/Changes**

We provide a 48 hour cooling off period for any booking made more than 2 weeks before arrival, where guests are able to amend or cancel their booking without charge.

Otherwise we reserve the right to treat any change, which results in a change in the original dates, as a cancellation of the dates and subject therefore to our standard cancellation policy below.

For the avoidance of doubt, any changes to optional extras, such as extra guests, pre-payment for meals and drinks or car-hire or transfers can be changed without penalty.

## Guest Cancellation Policy

For guest cancellations more than 180 days before the arrival date we will refund the full deposit amount (50% of the total amount) less a £50 administration fee, and less any relevant bank charges or exchange rate differences where applicable.

For guest cancellations more than 90 days prior to arrival we will refund 50% of the deposit amount paid, less a £50 administration fee, and all relevant bank charges and exchange rate differences where applicable.

For guest cancellations more than 30 days prior to arrival we will waive the obligation to pay the second payment (50% of the total amount).

For guest cancellations made less than 30 days before, there is no cancellation right, nor any right to any refund or any option to defer stay to another time.

In addition, any guests cancelling more than 60 days before arrival, shall have the option instead of a refund (if eligible) to use the deposit amount for another stay with Secluded Bali Villas within the next 12 months, provided that where the proposed stay is of less value than the value of the original stay booked, then the amount carried forward to reduce the future booking payment shall be pro-rated down accordingly (i.e. if the future booking is only of 40% of the value of the original booking, then only 40% of the deposit amount will be able to be set against the future booking).

For bookings that have been rebooked following an earlier cancellation, or for bookings that were provided free of charge (for example competition winners in charity auctions) there is no right of cancellation, nor any right to any refund or any option to defer stay to another time.

Please note that we strongly recommend that you take out suitable travel insurance to protect you against cancellation due to unforeseen circumstances, particularly travel delays and forced cancellations (such as those caused in recent years by volcanic eruptions) and ill-health, accident or sickness of you, or others in your party, or close relatives at home.

## Owner Cancellation Policy

In extremely rare circumstances an owner may inform Secluded Bali Villas prior to your arrival that the villa is no longer available for rent. This may occur due to a requirement by the owner to carry out essential emergency maintenance; or due to the sale of the villa to a new owner that does not wish to, or is unable to continue to, rent out the villa; or due to other unforeseen circumstances outside of our control.

In such circumstances, we shall offer to relocate you to similar or better accommodation at another of our villas at no additional cost to you, or where that is not possible to another villa not managed by Secluded Bali Villas that is local to the villa that is no longer available of similar or better standard. If neither of these options is possible, then we shall provide to you a full refund of any monies that have already been paid including all relevant bank charges and exchange rate differences where applicable.

# Rate Inclusions and Services

## Rate Inclusions

Our quoted rates include all applicable taxes, and the exclusive use of the villa and all its facilities, including private swimming pool and the services of the dedicated villa staff for the duration of your stay including as a minimum housekeeping, night security, in-villa cook and concierge service provided by our local villa manager unless otherwise specifically stated.

Rates also include all utilities, including water, gas, electricity, any local village payments etc.

For the avoidance of doubt unless expressly stated below or during in the booking process our rates exclude the following:

- Breakfast and other meals;
- Drinks other than water, tea and coffee;
- Airport Transfers;
- Car and Driver Hire and Fuel;
- Trips and Excursions;
- Additional services such as Massages, laundry etc.

## Food and Drink at the Villa

### Overview

All villas except Villa Daksina, have an in-villa chef/cook and provide meals and drinks. Villa Daksina provides only breakfast.

We do not aim to make money from providing food and drink at the villa, only to cover the costs of providing this additional service for guests.

The following villas charge prices that are based on the cost of groceries, and add a 20% villa service charge on top ("Menu System"):

- Villa Kalisha
- Villa Champa
- Villa Talia Vashti
- Villa Anjani

The following villas charge the actual cost of groceries, plus a % villa charge on top that varies from villa to villa ("Grocery System"):

- Bougain Villa (20%)
- Villa Daksina (20%)
- Villa Leana (20%)
- Villa Amanie (20%)
- Villa Rene (20%)
- Villa Rosita (15%)
- Villa Rusa Biru (20%)
- Villa Wiljoba (20%)

The villa charge goes to cover other costs in providing food and drink, including transport fuel and cooking gas, maintaining a stock of basic ingredients and refrigeration and ice.

For all villas (except Villa Daksina) if guests bring external meals and drinks to the villa, or request the staff to do so for them, then we reserve the right to charge guests the actual cost plus the villa charge for storing and refrigerating such meals and drink, and for the staff in preparing, serving and clearing up afterwards as well.

When guests order meals from outside of the villa without going through the staff then we reserve the right to charge an additional fee of up to IDR 20.000/guest/meal which will be added to your bill at the villa, where there is additional work for the staff in clearing up afterwards.

When guests bring drinks from outside of the villa, then we reserve the right to charge a corkage fee of IDR 2000/bottle of beer and IDR 30,000/bottle of wine and to add that to your bill at the villa.

## Breakfast

A full breakfast is able to be provided at all of our villas, and includes:

- Unlimited tea, coffee and water
- Up to 2 slices of Toast and jams/spreads
- Fresh fruit juice
- Selection of fresh fruit
- Main breakfast:
  - British Breakfast (Choice of eggs plus bacon); or
  - American Breakfast (Pancakes with fruit/syrup/chocolate sauce); or
  - Asian Breakfast (Fried Rice/Fried Noodles).
  - Healthy Breakfast (Granola, Yoghurt and Fruit Salad)
  - Children's Breakfast (Breakfast Cereal, with fresh milk (where available))

Most villas charge a fixed price for the breakfast as certain items (such as jams, spreads, sauces) are not available locally and have to be bought in Denpasar or even overseas. Standard Charge is IDR 60,000/guest (and IDR 35,000/child under 10 (with infants 2 and under free) plus the relevant villa charge / villa service charge shall be added to these amounts.

## Staff Services at the Villa

Rates for our villas do not include service charges, and tips and gratuities for good service by the staff are appreciated but are not obligatory.

Staff at our villas finish their standard working hours at 7pm, and after that time while staff are happy to help if you need it after this time for services such as babysitting, we do recommend a standard tip of IDR 50,000/hour or part of hour, for the extra hours worked, and this will be added to your bill.

## Villa Provided Car & Driver

A car and driver are included for the duration of your stay for the following villas:

- Bougain Villa – Toyota Avanza (limited and subject to staff availability)
- Villa Champa – Toyota Avanza (car and driver included)
- Villa Wiljoba – Toyota Avanza (car and driver included)
- Villa Rosita – Toyota Innova (car and driver included)
- Villa Rene (Chevrolet Captiva - Optional – Additional Fee Applies)
- Villa Leana (Chevrolet Captiva - Optional – Additional Fee Applies)
- Villa Amanie (Suzuki APV – Optional – Additional Fee Applies)

Fuel, parking fees and attraction/airport entrance fees are not included however, and these costs, together with driver overtime of IDR 50,000/hour or part of hour after 8 consecutive hours in a day will be automatically added to your bill at the villa.

The duration of car and driver use for the day shall be calculated from the time that the driver was requested by the guests to stand-by at the villa, until the expected time that the driver will return to the villa after completing the final drop-off for the day.

For the avoidance of doubt, if guests ask the driver to standby, and then do not actually use the car and driver until a later time, then the duration of car and driver use is calculated from the time that the driver first stood by, not the time that the guests first make use of the car and driver. Similarly if guests ask a driver to leave, and then to come back later, the time shall be calculated from the time that the driver is first asked to standby, and shall include any "gaps" when the driver was not required.

Airport transfers using the provided car and driver are included, provided that:

- Check-In: Pickup or transfer occurs after the standard 2pm check-in time. Driver overtime will be due and payable after 4 hours, which shall be determined based on the time that the driver leaves the villa to go to the location of the guests to be picked up, until when the driver returns to the villa, and is released by the guests;
- Check-Out: Drop-off or transfer is completed before agreed and paid for check-out time, plus 30 minutes. Driver overtime will be due and payable after 4 hours (for standard check-out time, proportionally longer for later check out times);
- Costs for the use of the villa car and driver outside of these times (for example for early pick-up or late drop-off) and for the hire of additional cars, drivers or taxis for airport transfer are extra and have to be paid by the guests.

Where guests request the in-villa driver to work after 10pm, then an additional fee of IDR 50,000/hour shall be payable and added to your bill, even if it is within the standard number of hours worked by the driver that day.

## Standard Policies and Rules

### Minimum Stay Policy

Subject to the exceptions below, minimum stay for all our villas is 5 nights for the Christmas / New Year holidays and 3 nights for high season, and 2 nights at all other times of the year for reservations made more than 30 days prior to the day of travel unless the stay is for dates adjacent to an existing booking when no minimum stay restrictions apply.

There is no minimum stay period for bookings made within 30 days prior to the day of travel. Exceptions

Minimum stay for Villa Wiljoba and Villa Rosita is 5 nights for the Christmas / New Year holidays and 3 nights at all other times of the year for reservations made more than 30 days prior to the day of travel unless the stay is for dates adjacent to an existing booking when no minimum stay restrictions apply.

### Maximum Number of Guests

Each of our villas has a standard number of guests (and a maximum number of guests) which is as follows:

- Villa Amanie – 6 guests (Max 10 adults / 10 guests);
- Villa Anjani – 6 guests (Max: 11 adults / 12 guests);
- Bougain Villa – 10 guests (Max 12 adults / 12 guests)
- Villa Champa – 4 guests (Max: 8 adults / 8 guests);
- Villa Daksina 4 guests (Max 7 adults/ 7 guests );
- Villa Kalisha – 4 guests (Max: 6 adults / 7 guests);
- Villa Leana – 6 guests (Max: 10 adults/ 12 guests);
- Villa Rene – 6 guests (Max: 8 adults / 10 guests);
- Villa Rosita – 10 guests (Max 12 adults / 12 guests)
- Villa Rusa Biru – 6 guests (Max 10 adults / 10 guests)
- Villa Talia Vashti – 4 guests (Max: 6 adults / 8 guests);
- Villa Wiljoba – 8 guests (Max – 18 adults / 19 guests).

Children aged 0 to 4 years old are able to share their parents' bed without additional charge. One cot bed shall be provided free of charge for infants at each villa, but there is an additional fee for any further cot beds and bedding of IDR 100,000/night (or £5.00/night) per each extra cot bed provided.



Infants sharing their parents' beds or sleeping in cot beds do not count towards the Standard or Maximum Number of Guests.

Children can also be accommodated by means of an extra bed, or upon request a floor mattress, however in such case they shall be considered as a guest, and any relevant additional guest fees shall apply.

We can accept more guests than the standard number of guests provided it is agreed in advance.

For all villas except Villa Wiljoba and Villa Rosita, there is an additional charge of £20/person/night for each additional guest above the standard number of guests.

For Villa Rosita there is an additional charge of USD 40/person/night for each additional guest above the standard number of guests.

For Villa Wiljoba there is an additional charge of £40/person/night for each additional guest above the standard number of guests. In addition at Villa Wiljoba, for groups of 8 persons and under there is an extra room charge of £40/night per room, for each room used as a bedroom above the standard 5 bedrooms.

Only the number of guests agreed during the booking process shall be allowed to stay overnight at the villa, unless an additional fee is paid as above. Additional guests are however able to visit during the day, provided that the maximum number of guests for the relevant villa is not exceeded.

Where there is a requirement for more than the maximum number of guests to visit the villa during the day (for example for wedding or other party) then that only be arranged where prior permission has been given by Secluded Bali Villas and an event fee may be due and payable. The Secluded Bali Villas and staff at the villa however reserve the right to turn away guests from the villa if the above limits and permissions are not complied with.

## Events

Any events have to be informed to Secluded Bali Villas (not just the local management at the villa) in advance of occurring, and for large events, this has to occur during the booking process.

### Small Events

For events at the villa that involve only guests at the villa, then the usual villa charge /villa service charge shall also apply to the actual cost of any additional food, equipment or services requested by the guests such as birthday cake, decorations, etc.

For events that involve guests not staying at the villa, but are still catered by the villa staff (normally therefore involving no more persons than the specified maximum number of guests for the relevant villa) then a Minimum Villa Charge of IDR 20,000/guest will apply to all guests instead of the villa charge / villa service charge on any food provided, and all drinks are to be ordered through the villa in the usual way (with the charge applying as per usual).

### Large Events

For large events involving more than the stated maximum number of guests for the relevant villa, and requiring external suppliers we are only currently able to do these at the following villas:

- Villa Rosita
- Bougain Villa

Large events shall only be allowed to take place if Secluded Bali Villas have been informed in advance and the guest has complied with the standard "Event Guidelines" which specifies additional obligations with respect to minimum stay, payment of an additional event fee and a security deposit, and also limitations on the total numbers of guests, live music, fireworks and until

what time the event can run to so as to comply with local government regulations. Event Guidelines shall be provided to guests upon request.

## **Guest Behaviour – House Rules**

Throughout the stay at our properties, guests are required to abide by usual rules of acceptable behaviour, including:

- To obey all local laws and regulations including, but not limited to those for drugs, alcohol, lethal weapons and prostitution.
- Not to hold parties or gatherings of more persons than those agreed during the booking process.
- To keep noise to a reasonable level, such that it does not disturb neighbours and local communities, especially after midnight.
- To treat our staff with respect, and not to abuse them in any way, including verbal, sexual or physical abuse.
- Not to bring animals or pets to the villa, unless agreed in advance.
- Not to smoke inside the villa (although smoking in the outdoor areas is permitted).
- To pay the replacement cost for any damage, and any special cleaning fees, caused either by guests, or visitors brought to the villa by guests.

In the event that guests fail to abide by these rules, then we reserve the right to refuse entry to the villa to such guests and if relevant contact the local law enforcement to take further action.

## **Damage Deposit**

We do not ask for a damage deposit from guests, however where breakages or damage occur at the villa due to the action of guests, accidental or otherwise, then we ask that you please report them to the villa manager so that we can rectify the damage as soon as possible and we do reserve the right to add the cost of replacement or repair of the item to the bill of the guest upon check out.

For the avoidance of doubt breakage/damage includes, but is not limited to, permanent staining, cigarette burns, rips, scratches or other damage to furniture and soft furnishings.

## **Special Cleaning Fees**

If staff are required to clean up vomit, excrement, urine, semen or blood (where such amounts or location are inappropriate), or any other unusual liquids or materials, then there shall be a fixed cleaning fee of IDR 500,000 per incident, or IDR 500,000 per room - if the cleaning is required in more than one room.

This shall be in addition to any costs for replacement of any items stained or damaged by such action, and in addition to the costs of any specialised cleaning required.

## **Personal Baggage and Effects**

We are not responsible for guests' baggage and personal belongings which at all times remain the responsibility and risk of the guests during a stay at our villas. We do however provide lockable electronic safes in each bedroom for guest use, and provide a key for each bedroom to the guests of that bedroom.

## **Smoking**

We have a strict no smoking policy at all our villas. This is not only because many of our guests are non-smokers, but also because our villas contain many soft furnishings and have wood and rattan roofing that are highly flammable, and so smoking inside provides a significant fire risk.

If you wish to smoke, then we do allow smoking in the outside areas of all our villas and the staff at the villas can provide ashtrays if requested.

## Travel Insurance

We strongly recommend that you take out a comprehensive travel insurance at the time of booking, to protect you and all those accompanying you for the duration of your stay against travel delays illness, injury, death, loss of baggage and personal items, cancellation and other travel contingencies.

We recommend that you ensure where possible that such travel insurance covers you for cancellation or additional costs in the event of travel delays (for example guests have in recent years been unable to fly to or from Bali because of nearby volcanic eruptions causing the airport to be closed) and covers serious illness, injury or death of immediate family members, including those not travelling as part of your holiday.

## Responsibility

Please be advised that we are not responsible for any personal injury to you or your property during your stay at our villa, or during your participation in any activities during your visit to Bali. We will not accept responsibility for any delay, additional expense or inconvenience which may be caused directly or indirectly by events outside of our control such as late arrival of international flights, extreme traffic problems and other travel delays, civil disturbances, fire, floods, unusually severe weather, acts of God, acts of government, or the failure of any machinery or equipment.

# Privacy Policy

We understand that there is a large degree of trust in any transaction that takes place on the internet for both the buyer and the seller, and that privacy can be a major concern for some guests. We commit to you therefore that any personal information that you provide to Secluded Bali Villas in the course of a booking, such as your name, contact details or any other personal information, shall remain completely private and confidential, and in no way shall we share any such information with any third parties. Very occasionally, we may contact you to make you aware of upcoming special deals. However, we do respect your right to privacy and will not send you any notices if you contact Secluded Bali Villas and ask Secluded Bali Villas not to.

# Complaints Procedure

We work hard to constantly improve the service and the standards at all our villas, and so we always welcome and indeed encourage feedback from guests on areas that we can improve on, and this has over the years led to many changes to our villas that we hope has made our guests stay at our villas even more enjoyable and memorable. If you have any feedback on our villas therefore, then please write to Secluded Bali Villas at [info@kidfriendlyvillas.com](mailto:info@kidfriendlyvillas.com) or [info@secludedbalivillas.com](mailto:info@secludedbalivillas.com).

In any venture though there can be times where things do not happen as expected. Normally this can be due to circumstances outside of our own or your control, but very occasionally we ourselves or our staff can make mistakes or fail to do something that means that you feel you have not received the service that you expected. Our business is an internet based business, and therefore our reputation is very important and so in such circumstances we would ask that you please contact Secluded Bali Villas to allow Secluded Bali Villas so that we can try and address your complaint as best we can. It is best to send Secluded Bali Villas an email to [info@secludedbalivillas.com](mailto:info@secludedbalivillas.com) or [info@kidfriendlyvillas.com](mailto:info@kidfriendlyvillas.com).

We take any complaints very seriously and commit to respond to you as soon as we can, and in any case within 24 hours. We undertake to work with you as best we can to address any complaints to your satisfaction within 48 hours of having received the complaint.