

Villa Joseph

**60 bahcelar Sokak, Iskele
Iskele/ famagusta**

**Rental Agreement
(Terms & conditions)**

This Rental Agreement is entered into between Robin Barry and Jane Barry (“the Owners”) and the Party Leader.

The Party Leader is the person who makes the booking and to whom confirmation of the booking is sent

Contact Details for the Owners are as follows:

Robin & Jane Barry Cypress, Woodfield Lane, HESSLE
East Yorkshire HU13 0EF
Telephone: +44(0)1482 629954
Email: robinbarry@icloud.com
Email: info@villajoseph.com

Rental Dates: Will be the dates noted on the Rental Agreement which will be emailed to the Party Leader shortly after the deposit has been received and cleared into the Owners bank account.

Rental Payment Arrangements:

Deposit Payment Due By: *immediately at time of booking*

Balance of rent
and Damage Deposit of £300.00: due eight (8) weeks before the rental period commences.

Payment can be made through our website (www.villajoseph.com) via our secure online booking system. If a booking is not made through the website the rental deposit payment must be made into the Owners bank account, details below, immediately

after confirmation of rental dates have been sent to the Party Leader by the Owners.

Payment reference	(Party leader surname)
Account name	Robin Barry
Bank	Yorkshire Bank Hessle Road HULL HU3 4BQ
Account no	27391251
Sort code	05-05-15
International transfer details	IBAN: GB08YORK05051527391251 BIC Code: YORKGB21515

Please quote the surname of the party leader as the payment reference

Total Rental Payment :	£	<i>will be advised at time of booking</i>
Rental Deposit :	£	<i>25% of total rent due</i>
Damage Deposit :	£	300.00

This will be payable into the Owners' Bank Account at the same time as the balance of the total rent payment. The Villa is made available for letting on the understanding that the property will be left clean and tidy at the time of checkout and all personal waste must be removed from the property. The Villa will be assessed immediately after Departure and any loss or damage will be reported to the Owners. If the Villa is left in satisfactory condition, the Damages Deposit will be returned to the bank account of the Party Leader within 10 days after the Departure Date. If there are any losses or damages, a fair and reasonable sum will be deducted from the Damages Deposit to make good the loss and/or damage, if more electricity than the agreed amount (£50.00 per week) has been consumed then then a charge of £0.25 per unit will be deducted from the Damages Deposit.

Additional Costs:

- Electricity (potentially) as detailed above.
- Car hire fee (if applicable) is payable at the same time as the balance of the total rent payment if renting our

car or if renting locally in Cyprus it is payable directly to the hire car operator in Cyprus

- Lost villa keys charged at £40.00
- Lost safe keys charged at £100.00
- Lost Alarm fob (for villa) £50.00
- Lost car keys charged at cost of replacing

Occupancy:

The number of guests to occupy the property will be limited to the maximum indicated at the time of booking. Under no circumstances will any additional persons be permitted to stay.

Check in time is after 5pm the Arrival Date and the Villa must be vacated by no later than midday on the Departure Date.

Description and Condition

The Owners have endeavoured to make the accommodation description as accurate as possible. Where qualitative statements are made these are simply the opinions of the Owners. The Owners cannot be held responsible for any changes made to the property and surrounding area without their knowledge. All information and prices advertised are correct at the time of writing but may be subject to change and therefore should be taken as an indicator only.

In the unlikely event that the Party Leader should feel that the cleanliness, condition or range of facilities in the Villa are not acceptable upon arrival, this should be reported to the Owners within 24 hours of arrival so that the issue can be addressed as quickly as possible. The Owners are not liable for any complaints regarding the cleanliness, condition or range of facilities made after that time.

The Owners cannot be held responsible for the service received from third parties involved in any of the Rental Party members' holiday arrangements, such as (but not limited to), airlines, insurance, car hire and airport transfers even though they may have been recommended by the Owners and/or booked by the Owners on behalf of the Rental Party members.

Reservation Conditions:

- On receiving confirmation of an intention to rent the Villa, a copy of the Rental Agreement will be sent to the Party Leader who should sign and return a copy to the Owners. The Rental Deposit must also be transferred at this time. If the owners do not receive the signed Agreement and Rental Deposit

Payment within 10 days of sending out the Agreement, the Owners reserve the right to release the Villa to an alternative Tenant.

- Online bookings are made subject to final confirmation by the Owners
- On receipt of the signed Agreement and the Deposit Payment, the Owners will confirm the reservation by email. Until the confirmation email has been sent, the reservation of the Villa is not guaranteed.
- The Rental Deposit Payment is non-refundable in the event of cancellation by the Party Leader or any member of the Rental Party acting on his/her behalf
- The Rental Deposit Payment is due at the time that the Villa is reserved and the Balance Payment is due eight weeks before the Arrival Date. In the event that the full amount has not been received into the Owners' Bank Account eight weeks before the Arrival Date, then the reservation will be cancelled and the Deposit will not be refunded. Neither the Rental Deposit nor the full Balance Payment will be refunded if the booking is cancelled within 8 weeks of the Arrival Date. The Damage Deposit will be refunded but no interest will be payable by the Owners.
- The Villa should be occupied only by those people whose names are listed on the Rental Agreement. Any changes must be confirmed in writing in advance by the Party Leader.
- If deemed necessary, the Owners reserve the right to withdraw or cancel the accommodation booking. In this unlikely event, the Party Leader would receive a full refund of all monies paid to the Owners. No compensation is payable by the Owners.
- In the case of cancellation by the Party Leader, written notice must be given and the notice is effective from the date it is received. Cancellation charges will be as follows:

▪ 8 or less weeks before arrival date	50% of the total rent
▪ 2 weeks or less before arrival date	100% of the total rent
▪ No Show	100% of the total rent

The Owners would recommend that comprehensive travel insurance is arranged to cover cancellation, ill health, personal belongings, public liability etc.

Behaviour

It is the responsibility of the Party Leader to ensure that he/she and all of the other Rental Party Members do not behave in a way which disturbs, causes offence or danger to others or which risks damage to property belonging to others. In such circumstances the Owners have the right to terminate arrangements made on behalf of the Party Leader and all of the Rental Party Members, in which case the Owners' responsibility to the entire Rental Party ceases immediately and there can be no refunds, no payment of compensation and no reimbursement of any cost or expenses incurred by Rental Party Members as a result. Furthermore, the Party Leader will be

liable to reimburse the Owners for any expenses whatsoever they incur as a result of this behaviour.

Pool / Beach Towels

We do not supply towels for use by the poolside or on the beach, please take your own towels for these purposes.

In the event of any bed linen, bath or hand towels being badly stained by sun cream or any other oils/lotions etc.(that doesn't wash out) these will be replaced and the cost will be deducted from your damage deposit. Please avoid this situation by taking your own beach/pool towels.

Alterations by the Owners

The Owners make every effort to ensure that advertised descriptions are correct. Changes to property are infrequent but can occur. The Owners reserve the right to change the description of the property or service at any time, in which case the Owners will endeavour to notify the Party Leader of all changes before the Arrival Date, if it is practical to do so. No compensation will be payable by the Owners in such cases. No claims will be accepted for costs or additional expenses incurred as a result of any changes.

Access

The Owners and/or their representatives reserve the right to visit the property at any time to undertake essential or emergency repairs and to enter the premises during the absence of the Rental Party should an emergency arise.

Liability:

- In the unlikely event that the Villa is rendered uninhabitable due to earthquake, fire etc, liability is limited to returning the total Rental Payment.
- The Owners cannot accept any liability for losses the tenant may suffer by illness, strikes, missed flights or other circumstances over which the Owners do not have any influence.
- The Party Leader and all other persons belonging to his/her Rental Party are responsible for taking care of the Villa. The Party Leader is responsible for all damages caused by him/her and any other member of his/her Rental Party.
- The Owners accept no liability whatsoever for any aspect of the arrangements and, in particular, accept no liability for any loss, personal injury or death however incurred. All Rental Party Members should be aware that the occupation of the Villa is done at their own risk and that parents are expected to look after their children at all times, especially in the swimming pool area.
- Although the Owners will use all reasonable endeavours to ensure the accuracy of all information provided and the quality and facilities of the property, they cannot accept any liability whatsoever for any problems that

occur while guests occupy the Villa. All information has been provided in good faith and no liability is accepted whatsoever by the Owners for any misrepresentation of property material or accommodation.

- The Owners or their representatives shall not be liable to the Rental Party for any defect or stoppage in the supply of public services to the property nor in any respect of any equipment, plant or appliances in the property.
- The Villa is strictly a No Smoking property and the Party Leader should ensure that no member of the Rental Party smokes inside the Villa
- No Pets are allowed at any time within the Villa
- If there is a defect, shortage, damage, danger or loss of things belonging to the Villa, the Party Leader should contact the Owners immediately who will try to resolve such things to the best of their ability.

Governing Law

All bookings made with the Owners and all matters arising from them are subject to English law and to the exclusive jurisdiction of the English law courts. The Party Leader accepts these conditions on behalf of all the Rental Party Members and is responsible for all payment due from the Rental Party. The Party Leader must be at least 25 years old. By signing this Rental Agreement the Party Leader warrants and confirms to the Owners that he/she has read these Terms & Conditions and agrees to comply with them.

Party Leader

Date

Owner

Date