

## BHM Hirer's Terms and Conditions

This Rental Contract sets out the Terms and Conditions which must be followed by the Hirer. Should the Hirer violate any of these Terms and Conditions, BHM reserves the right to terminate the Rental Contract.

### 1. AGREEMENT TO HIRE

1.1. PT Bali Homes Management ("BHM") acts as the duly empowered attorney of the property owners that it represents. The contract entered into is between the owner of the holiday accommodation ("Owner") and the holidaymaker ("Hirer").

1.2. The Hirer agrees to hire from the Owner and the Owner agrees to let to the Hirer certain holiday accommodation ("Villa") on the terms and conditions set out herein.

1.3. This Rental Contract is not valid and effective until the Hirer has submitted the booking confirmation of details in writing in the format required by BHM, and the booking has been confirmed in writing by BHM.

### 2. RATES

2.1. All rates are quoted in USD and are not inclusive of tax or service charge (unless otherwise stated). Rates are subject to change. Tax on rates is 10%. The service charge for 2010 is 5%.

2.2. Rates do not include gratuities, telephone charges, wireless internet, meals, catering, cars and drivers, or any other service, unless stated otherwise.

### 3. SEASONS

3.1. BHM divides the year into three (3) Seasons:

a. Low Season: January 09 to June 30 inclusive (excluding Easter Week and Chinese New Year week), September 16 to December 19 inclusive

b. High Season: July 01 to July 31 inclusive, September 01 to September 15 inclusive, Easter Week and Chinese New Year

c. Peak Season: August 01 to August 31 inclusive, December 20 to January 8 inclusive

The details of the Season structure applicable to the Villa which you are booking will be discussed with you at the time of making the booking.

### 4. PAYMENTS

4.1. If a booking is made more than 45 days prior to arrival, or in the case of a Christmas/New Year booking, more than 60 days prior to arrival, a deposit of 50% of the total rental amount payable

("Deposit") must be received by BHM within five (5) working days of the Hirer being provided with the relevant invoice and payment instructions.

4.2. If the Deposit is not paid as required, the booking will not be finalized and this Rental Contract will be deemed void.

4.3. Payment of the balance 50% of total rental amount payable ("Balance Due") is payable either:

a. For a Christmas/New Year booking, 60 days prior to arrival; and

b. For all other bookings, 45 days prior to arrival.

4.4. If the booking is made 45 days or less prior to arrival, or 60 days or less in the case of a Christmas/New Year booking, then the Deposit and the Balance Due must be received by BHM on the earlier of:

a. Five (5) working days from the booking being confirmed; and

b. Arrival.

4.5 If payments are not made as required herein, the Owner may cancel the booking and retain the Deposit, in which case this Rental Contract will be thereby terminated without any further notice required.

4.6 All payments must be made in United States Dollars. Payments can only be made by bank transfer or credit card. Some conditions apply and full details will be given at the time of booking.

4.7 Payment by Traveler's Cheques, other currencies or personal cheques will not be accepted.

4.8 The Hirer will be required upon arrival to sign a Waiver of Liability and a credit card authorization form which will allow BHM to charge the card with any charges the Hirer incurs whilst at the Villa. This form must be accompanied by photocopies of both sides of the credit card used (for American Express Centurion credit cards a lithograph copy or alternative will be required for legibility), a photocopy of the cardholder's passport, and written authorization from the cardholder. The Hirer and all their guests must provide their KTP cards and/or passports to the Manager on duty on arrival at the Villa for registration with the local authorities. If a Hirer refuses to sign the waiver and authorization form and/or the Hirer and/or any of its accompanying guests refuse to provide copies of passports or KTP cards as required pursuant to this clause, this is deemed a cancellation of the booking.

4.9 Security deposits are required for some villas. If required, the security deposit must be paid in full to BHM five (5) working days prior to the date of the booking, or as per Clause 4.4. and Clause 4.10. The security deposit will be refunded in full ten (10) working days after departure, unless damages are incurred/repairs need to be performed, in which case, the security deposit will be refunded, less the cost of damages incurred.

4.10 In the case of last minute bookings, where the booking is made ten (10) working days or less prior to the arrival date, BHM will accept cash (2006 or newer, unmarked United States Dollars banknotes – F series or newer only) on arrival. However, a credit card authorization form will need to be used to ensure deposit requirements are met. This form must be accompanied by photocopies of both sides of the credit card used (for American Express Centurion credit cards a lithograph copy or alternative will be required for legibility), a photocopy of the cardholder's passport, and written authorization from the cardholder. The funds will be held as security and the transaction will be reversed only upon receipt of deposited cleared funds of cash payment as agreed with BHM. The Hirer will remain liable for payment of all fees until payment is received in full by BHM.

## 5. CANCELLATIONS

5.1. Cancellation of a booking includes but is not limited to:

- a. Cancellation of one or more days of a booking;
- b. An amendment to a booking so that none of the dates of the booking once amended fall within the same dates that originally constituted the booking;
- c. Refusal of the Hirer to sign the waiver of liability and credit card authorization form, and/or failure of all guests to provide Passport/KTP cards pursuant to Clause 4.8; and
- d. Attempt by the Hirer to hold an Event at the Villa in breach of these Terms and Conditions, the General Guidelines for the Sustainable Management of Events and/or an individual Villa's Event Guidelines.

5.2. If the booking is cancelled 61 days or more prior to arrival, or 91 days in the case of Christmas/New Year bookings, the Deposit will be refunded in full, less the greater of United States Dollars \$500.00 and 20% of the total booking value. Please note that if multiple villas are booked, a cancellation fee is payable in relation to each individual villa.

5.3. Bookings cancelled less than 61 days prior to arrival, or less than 91 days in the case of Christmas/New Year bookings, and bookings cancelled due to the causes named in Clauses 5.1.c. and 5.1.d., are subject to a complete forfeiture of moneys paid.

5.4. Notice of cancellation must be received by BHM in writing via email, to your reservation agent.

## 6. CHANGES TO BOOKINGS

6.1. Changes to bookings that are made within 61 days or more prior to arrival, or 91 days in the case of Christmas/New Year bookings, can only be made with the approval of both BHM and the Owner. An administration fee of United States Dollars \$100.00 is payable by the Hirer for each change made to the booking after the booking has been confirmed. The change to the booking is dependant on the payment

of the administration fee. Requests for changes to bookings cannot always be accommodated, and an increase in the booking fee may be applicable, depending on the changes requested. Certain changes may be considered cancellations, as described in Clause 5.1.

## 7. BOOKING SIZE

7.1. Where the booking is directly through BHM and not an Agent, we provide one complimentary vehicle for your airport pickup and drop off (maximum 4 pax plus luggage). Additional pick ups and drop offs, if required, can be booked through our reservations team.

## 8. EVENTS AND PARTIES

8.1. Villas have rules governing their usage for events and parties. Normal bookings are for vacation purposes and the Hirer and/or its guests may not hold an event or function at the Villa without obtaining prior written approval from BHM. If an event is permitted at the Villa, an event fee, in addition to the local community or 'Banjar' fee, will apply. Clients should be aware that Villas are often located in residential neighborhoods and, as such, not all functions or events can necessarily be accommodated. Much depends on the sensibilities of the neighborhood's residents.

8.2. Please be aware that villa owners will not accept a booking involving a function without prior confirmation that a BHM Approved Event Organizer has been employed. BHM can recommend a suitable Event Organizer where required.

8.3. All Events held at the Villa during the Hire Period must comply with BHM's General Guidelines for the Sustainable Management of Events, which will be provided to the Hirer upon advising that they wish to hold an Event at the Villa. Certain Villas also have individual Event Guidelines, which must also be complied with. Any breach of the General Guidelines for the Sustainable Management of Events and/or an individual Villa's Event Guidelines, by the Hirer, their invitees, guests, or Event Organizer engaged by the Hirer or their agent may result in cancellation of the booking and/or termination of the Rental Contract.

## 9. LOSS AND/OR DAMAGE

9.1. The Hirer is responsible for leaving the Villa in good order and in a clean condition. The Hirer further undertakes to pay for any loss and/or damage to the Villa during the Hirer's occupation of the Villa, including for breach of the General Guidelines for the Sustainable Management of Events and/or individual Villa's Event Guidelines. BHM reserves the right to repossess the premises if the Hirer or a guest or invitee of the Hirer has caused damage to the premises.

## 10. NUMBERS IN PARTY/SUITABILITY OF BOOKING

10.1. The numbers of persons occupying the Villa must not exceed the maximum number stated in the booking confirmation. BHM reserves the right to refuse any booking which is unsuitable for the property concerned.

## 11. LIABILITY

11.1. Whilst BHM makes every effort to ensure that brochure descriptions are accurate and that the Villa meets its required standards, BHM does not accept responsibility for any alterations made to the Villa or its amenities, which are beyond its control. BHM and the Villa Owner, and their agents, employees, affiliates, authorized representatives and assigns will not accept any responsibility or liability, howsoever caused, for any injury, sickness, loss, damage, additional expense or inconvenience, directly or indirectly caused by or arising out of the use or condition of the Villa, its plumbing, gas, electrical or otherwise, and exceptional weather conditions, that is suffered or alleged to be suffered by the Hirer, their guests and/or invitees. Furthermore, no responsibility is accepted by BHM and/or the Villa Owner, or their agents, employees, affiliates, authorized representatives and assigns for the personal belongings, vehicles and contents of vehicles of the Hirer, their guests or invitees.

## 12. COMPLAINTS AND FORCE MAJEUR

12.1. If the Hirer considers that they have cause for complaint concerning the Villa, the matter should be taken up promptly with the Villa Manager, who will in turn notify BHM. BHM will not entertain complaints made after the Hirer has left the Villa, when it is unable to properly investigate the complaint.

12.2. BHM shall not be liable to the Hirer for any failure to perform any obligations under this Rental Contract due to causes which prevent it from fulfilling its obligations under this Rental Contract which are beyond its reasonable control and of a nature which it neither has the power or authority to remedy, including without limitation, acts of God, acts of civil or military disturbances, power failures, fires, floods, epidemics, wars, riots and acts of terrorism. In the event of such an occurrence, BHM shall give prompt written notice thereof to the Hirer and any time for performance of an obligation shall be extended by time equal to the length of delay attributable to such occurrence.

## 13. TERMINATION

13.1. BHM reserves the right to immediately terminate this Rental Contract in the event the Hirer breaches one or more of the Terms and/or Conditions herein.

## 14. INTERPRETATION

14.1. This Contract is governed by the laws and regulations of the Republic of Indonesia.

## 15. GENERAL

15.1. BHM strongly recommends that the Hirer and all guests obtain appropriate travel and medical insurance.

15.2. It is the Hirer's and their guests' sole responsibility to ensure that every member of the booking party holds appropriate travel documentation to comply with the Laws and Regulations of the Republic of Indonesia for entry and visitation to the Republic. BHM will not provide refunds where the Hirer or any of its guests do not hold appropriate travel documentation, if they miss their flights or travel connections, or if flights or travel connections are delayed or cancelled.

15.3. It is the Hirer's and the guests' sole responsibility to ensure that they comply with the Laws and Regulations of the Republic of Indonesia, and BHM takes no responsibility for any acts or omissions by the Hirer, their guests or invitees that are illegal or breach any Laws or Regulations of the Republic of Indonesia.