



TERMS AND CONDITIONS

1. BOOKINGS

Bookings and booking enquiries are to be made through www.mahasari.com.au on behalf of Villa Mahasari and the Australian owner of the property.

Villa Mahasari, having received an enquiry, will contact you within 24 hours with confirmation of villa availability, the rental rate for the enquired period and the amount of deposit required.

1.1. Villa Capacity

Villa Mahasari reserves the right to decide the number of children and adults it will accommodate in the villa.

1.2. Deposit Payable

A non-refundable 50% deposit of the total booking price is required to confirm any booking. The deposit will be paid to the Villa Mahasari Australian dollar bank account, details of which will be provided to the future guest via email.

Cash arrangements may be organized in special circumstances but 100% of the booking price must be made payable to confirm the booking.

1.3. Security Deposit

Villa Mahasari reserves the right to request the payment of a security deposit from any guest as it sees fit. The amount of security required will be dependent on the size, average age and holiday purpose of the booking group. It will not exceed \$2000.

The payment of the security deposit is required to confirm a booking where it is required. If there are no issues with damages, breakages, loss or any other payment issue, the security deposit will be refunded within 31 days of the conclusion of the guests' holiday.

Guests will have to provide a BSB and Account number for payment to be effected.

1.4. Payment of Balance

The non-refundable balance is payable 30 days prior to the guest's arrival date.

1.5. Cancellation of Booking Prior to Departure

Any payment given is non-refundable but if reasonable notice is given we are happy to transfer the booking to another stay within a 12 month period try and help accommodate the guest's circumstances.

Reasonable notice for a booking during low season is at least 45 days.

Reasonable notice for a booking during high and peak seasons is at least 75 days.

1.6. Changes to Bookings

Any request to change a booking must be made via email to info@mahasari.com.au. We will endeavor to accommodate booking changes but this will only occur subject to availability of the rental property.

The villa reserves the right at any time in its sole and absolute discretion to refuse any person as a member of an accommodation party. The villa will not be responsible under any circumstances to refund any unused portion of monies in respect to accommodation.

2. MINIMUM STAY AND RENTAL RATES

2.1. Minimum Stay

The minimum stay for:

- Low Season: 3 nights
- High Season: 5 nights
- Peak Season: 7 nights

High Season dates are between 10 December – 15 January (inclusive).

Peak Season dates are between 15 June and 31 July (inclusive).

Low season dates are all other dates.

Please note that these dates are subject to change and the relevant season dates will be accurately reflected on the Villa Mahasari website (www.mahasari.com.au). If there is a conflict between the dates stated above and the dates on the Villa Mahasari website the dates on the website will prevail.

2.2. Rental Rates

Rental rates are dependent upon the season in which the guests are travelling.

The seasons are defined by date in clause 2.1 above.

The rental rates for each season are as follows:

- High Season: \$620 per day
- Peak Season: \$650 per day
- Low Season: \$580 per day

Please note that these prices are subject to change and the relevant prices per night will be accurately reflected on the Villa Mahasari website (www.mahasari.com.au). If there is a conflict between the rates stated above and the rates on the Villa Mahasari website the rates on the website will prevail.

3. CHECK-IN TIMES

Guests will be able to check in between the hours of 1.30pm and 5.30pm. Any request for check-in outside of these hours will have to be requested and left to the discretion of Villa Mahasari management.

A request for check-in outside of these hours must be made via email.

4. CHECKOUT TIMES

Guests are required to check-out from Villa Mahasari at 10.30am on the day of their departure.

If guests have a late flight home or wish to use the Villa past 10.30am they must pay for another full-night.

5. DAMAGES, BREAKAGES OR LOSSES

Under clause 3 guests, on behalf of themselves, members of the guest group and any visitors they may invite to the villa, undertake liability to pay for the cost of any damages, breakages or losses of Villa Mahasari property.

Villa Mahasari property includes but is not limited to the villa itself, any chattels or fixtures of the property and any other vehicular property.

The balance for this damage, breakage or loss and the associated costs (including but not limited to labor costs, management costs and loss of income of the villa in the case that it has to be closed) will be deducted from the security deposit.

If the costs exceed the security deposit a claim for immediate payment will be forwarded to the guest within 31 days of their departure. If this claim is not complied with within 14 days legal action may be lodged in any Australian or Indonesian jurisdiction.

In the event that there has been no security paid, a claim for the associated and direct costs of the damage, breakage or loss will be forwarded to the guest within 31 days of their departure. Payment is immediate and if not received within 14 days of the request, legal actions may be lodged in any Australian or Indonesian jurisdiction.

5.1. Damages

Guests will undertake to pay for any damage caused to Villa Mahasari property. Damage need not be substantial for a claim for damage to be made.

It is noted that guests also undertake liability for payment of any physical or mental damage inflicted upon a member of staff of Villa Mahasari. Payment here includes but is not limited to medical treatment, loss of wages and emotional distress.

5.2. Breakages

Guests will undertake to pay for any breakages caused to Villa Mahasari property where the amount or number of breakages is excessive and beyond reason.

For example, the accidental breakage of 1- 5 plates will be considered neither excessive nor beyond reason. The deliberate breakage of any Villa Mahasari property is deemed beyond reason.

The issue of what is deliberate is left up to the discretion of Villa Mahasari Management.

5.3. Losses

Guests will undertake to pay for any losses of Villa Mahasari property regardless of excuse, reason or circumstance of the guest.

6. RIGHT TO EVICT GUESTS

Management reserve the right to reclaim the hired Villa Mahasari property and evict the guests if the hirer, members of the guests party or guests visitors caused excessive damage or noise.

The definition of excessiveness is dependent on the circumstances and is left up to the discretion of Villa Mahasari Management. It is assumed however that the behaviour will be excessive according to the standards of a reasonable person in those circumstances.

Management also reserves the right to evict guests and reclaim the hired property if the hirer, members of the guests party or guests visitors mistreat the Villa Mahasari staff or any other persons hired to complete or undertake any works relating to Villa Mahasari property or hired to perform work for the guests. Mistreatment includes but is not limited to racial remarks, derogatory or lewd behaviour in view of the staff, physical or emotional distress caused to the staff and any form of verbal abuse directed at the staff.

7. EVENTS OR FUNCTIONS

Events or functions at Villa Mahasari must be authorized.

Any guest, member of a guest party or guest visitor who holds an event or function at Villa Mahasari without the consent of both Villa Mahasari Management and Villa

Mahasari owners will be liable to pay a fine of \$500 - \$5000 depending on the size of the event or function.

Authorization for an event or function will be provided in writing via email. The only email account that has the authority to authorize such an event or function is info@mahasari.com.au.

8. RESPONSIBILITY

Management is not responsible for any loss or damage to personal equipment and property during your stay with us as digital safety boxes are installed in both bedrooms.

The villa disclaims any and all liability of guests, members of a guest group or guests visitors personal property loss or damage, as well as injury, including death, sustained by any person whilst residing at the villa or while engaged on any tour whether the loss or injury occurs as a result of breach of contractual obligations of the villa, it's staff, employees or agent.

9. PRIVACY POLICY

To complete a booking we require some personal details from guests. Villa Mahasari will only use this information in order to complete your booking and we undertake to keep personal details confidential.

9.1. Collection of data

Villa Mahasari and its affiliated website collect two types of information: personal data and non-personal data. Personal data is data that identifies you or can be used to identify or contact you. Such data includes your name, email, contact number and is only collected from you if you voluntarily submit it to us.

Like most websites, Villa Mahasari gathers non-personal statistical and other analytical information. This is collected on an aggregate basis of all visitors to our website. This non-personal data comprises information that cannot be used to identify or contact you.

This information is used to allow us improve the information we are supplying to our users and find out how many people are visiting our site. This statistical data helps us make our site more user friendly.

9.2. Use of information

Any information you provide is used by Villa Mahasari only for the purpose for which you provide it. Villa Mahasari undertakes not to disclose personal or technical information about visitors to any third party.