



## Rental Agreement

Seahorse Retreat, No 16 Admiral's Quay, Rodney Bay, St. Lucia

Between \_\_\_\_\_ (tenant)

Of \_\_\_\_\_ (address)

And Topline Holdings Ltd (owner) of Seahorse Retreat, 16 Admiral's Quay, Rodney Bay, Saint Lucia

For dates from \_\_\_\_\_ to \_\_\_\_\_

Total Rent US\$ \_\_\_\_\_

Guest Names and Ages (if child):

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

5. \_\_\_\_\_ 6. \_\_\_\_\_

Whereas, the Tenant has agreed with the Owner to rent accommodation at No 16 Admiral's Quay for the above dates and consideration, the following applies:

1. **Deposit**

A deposit of 50% of the rent is payable upon making a booking which is refundable less a USD\$100 administration fee if cancelled more than one month prior to scheduled arrival date.

2. **Security Deposit**

A security deposit of £250 or US\$325 is required. If there are no issues, this is returned within 14 days of departure.

3. **Cancellation Policy**

If reservation is cancelled less than one month prior to arrival the deposit is non-refundable unless the property is re-let. The final balance is required one month prior to arrival.

4. **Arrival/Departure:**

Preferred arrival is by sunset and departure by 2pm on your departure day. Please confirm your arrival time, flight number and airport transfer information.

5. **Property Manager**

The Property Manager (Wilbertha King) can be contacted on +1 758 486 7965.

6. **Smoking**  
No smoking allowed inside the house.
7. **Linens**  
Bed linen and bath towels are provided and changed mid week.
8. **Housekeeping**  
The housekeeper will visit once a week to clean. She will do a load of guests' personal laundry once during each week if desired.
9. **Additional Expenses**  
Please note that electricity is very expensive in St Lucia. Therefore we respectfully request fans are turned off when you leave a room and that bedroom air conditioning is used only whilst you are sleeping. Excessive usage will be charged accordingly.
10. **Safety**  
No running on the terrace as they become slippery when wet. Nor diving in shallow end of the pool. The house is fitted with a fire alarm, carbon monoxide alarm and has a fire extinguisher.
11. **Shoes**  
Please don't wear shoes in the house as they can bring in bugs and damage the hardwood staircase.
12. **Noise Policy**  
With respect for our neighbours, no loud music nor external sound systems to be used.
13. **User's Risk**  
The use of accommodation and amenities, such as swimming pool, is entirely at the users' risk and no responsibility can be accepted for injury, or loss or damage to users' or visitors' belongings.
14. **Party numbers**  
It is not permitted to bring other people other than those in the rental party back to the villa. In no circumstances may more than six people occupy the property. The Owner reserves the right to refuse admittance if this condition is not observed. Only those listed on the booking may occupy the premises. The person who completes the booking, i.e. the lead name, certifies that he or she is authorised to agree to the Booking Conditions on behalf of all members of the party, including any changes. The lead name must be over 18 years and a member of the party occupying the property. The lead name agrees to take responsibility for all members of the party. The Owner reserves the right to refuse or revoke any bookings from parties that may in their opinion (and at their sole discretion) be unsuitable for the property concerned.
15. **Your responsibilities**  
For the whole of the period included within your booking, you will be responsible for the property and will be expected to take all reasonable care of it. The property details aim to give accurate descriptions of the properties. Should there be any specific health or mobility difficulties which may affect a party member; this must be pointed out at the initial reservation stage so that the suitability of the property can

be assessed. The property and all equipment and utensils must be left clean and tidy at the end of the hire period. No pets or animals allowed in the house at any time.

**16. Damage**

All damages and breakages are the legal responsibility of you, the Hirer, and should be notified to the Owner or Property Manager before the end of your holiday. The cost of damage or breakages shall be payable on demand. Normally, minor damage or breakages will not be charged but in circumstances where extra cleaning is required or there has been breakage or damage beyond what is reasonably to be expected, the Owner reserves the right to charge you for any additional costs incurred as a consequence and may, at their discretion, refuse further bookings. Should you find on arrival any damaged or non-working items, they must be reported to the Owner or Property Manager immediately, so that matters can be rectified. The Owner has the right to enter the property (without prior notice if this is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out). Any Damages/Security Deposits charged by the Owner and administered by the Owner themselves will be cashed on receipt to allow for bank clearance and reimbursed promptly after the holiday (less any penalties which may be incurred). The Owner reserves the right to repossess No 16 Admiral's Quay at any time, where you or any member of your party has caused damage. The Owner shall not be liable to make a refund of any remaining portion of the hire terms paid.

**17. Complaint procedure**

If you are dissatisfied with the service you receive, the Owner or Property Manager must be notified immediately, so that investigation can be carried out and any necessary action taken. In no circumstances can compensation be made for any complaints that are made after the hire has ended, or where the Hirer has denied the Owners the opportunity to try to put matters right during the Hirer's stay. The Owner cannot accept liability for happenings outside their reasonable control, such as breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, damage resulting from exceptional weather conditions resulting in loss, injury or accident. In the event of any dispute between parties it shall be governed by the jurisdiction of the English courts only and any actions shall be heard in the UK unless otherwise agreed between the parties. However, it is hereby agreed and declared that all reasonable endeavours will be used to resolve the dispute arising between you and the Owner without immediate recourse to litigation. If not mutually resolved, it is further agreed that all reasonable endeavours will be used to resolve the dispute by a formally recognised alternative dispute resolution process i.e. mediation, arbitration or expert determination. In default of such agreement, the process and appointment of the independent professional will be determined by the President for the time being of the Law Society or the Chartered Institute of Arbitrators. In either case, all parties will contribute equally to the expense of such process, and, in default these expenses shall be capable of being recovered in any subsequent litigation.

Signed: \_\_\_\_\_ by Owner,

Date: \_\_\_\_\_

Signed: \_\_\_\_\_ by Tenant

Date: \_\_\_\_\_