ACCOMMODATION RENTAL BOOKING FORM

for



Managed by

Away From It All Antigua

Away From It All Antigua Ltd is a fully registered Antigua Company.

Away From It All Antigua Representatives

Amy Roberts – (001) 268 464 7112 antigua2amy@gmail.com

HOW TO BOOK

* Please complete this booking form, sign and e-mail to antigua2amy@gmail.com.
* A 50% deposit is required to book your accommodation and accept your booking form.
* The final 50% balance is due 10 weeks before arrival.

Effective January 1st 2021, the government of Antigua & Barbuda requires the collection and payment of an Antigua & Barbuda Sales Tax (ABST) of 14% which includes an accommodation tax of 10.5% and a Tourism Accommodation Levy of 3.5%.

**Please note, the deposit must be paid in US Dollars and should be sent by completing the Credit Card section or requesting bank transfer instructions for our bank.**

**PLEASE READ THE BOOKING CONDITIONS BELOW CAREFULLY BEFORE SUBMITTING THIS FORM.**

|  |
| --- |
| **BOOKING INFORMATION** |
| **ACCOMMODATION NAME:** | **Agave Landings Antigua** |
|  |
| **ACCOMMODATION TYPE:** | **To Be Completed by Owners** |
|  |
| **PRIMARY GUEST NAME:** |   |
|  |
| **NAMES OF OTHER GUESTS:** |  |
|  |
| **FULL POSTAL ADDRESS:** |  |
|  |
|  |
| **EMAIL ADDRESS:** |  |
|  |
| **TEL:** (Home/cell) |  | **TEL:** (Day/Work) |  |
|  |
| **TOTAL IN PARTY:**  |  | **No. OF ADULTS:**  |  | **No. OF CHILDREN:** |  |
|  |
| **ARRIVAL DATE:** |  | **TIME:** |  | **DEPARTURE DATE:** |  | **TIME:** |  |
|  |
| **LENGTH OF STAY:** (nights) |  |
|  |
| **FLIGHT ARRIVAL TIME:**  |  | **AIRLINE NAME & FLIGHT NUMBER:** |  |
|  |
| **FLIGHT DEPARTURE TIME:** |  | **AIRLINE NAME & FLIGHT NUMBER:** |  |
|  |
| For flight arrivals after 5pm, we request that you utilize our taxi service to arrive at the property, as the roads in Antigua are narrow and challenging to navigate, especially during the night time. This will ensure your timely and safe arrival to the property.  |
|  |
|  ***CHECK IN TIME: 3:00 PM CHECK OUT TIME: 12:00PM\* (Noon)****\*Please note that in the rare event where we have guests arriving to stay in your accommodation the day of your departure, your check out time will be moved to 10am. If known, we will notify you at the time of booking or as soon as possible thereafter. Arrangements can be made to keep your luggage secure at the Away From It All office up until 4pm.* |
| **DO YOU REQUIRE A LATE CHECK OUT?** (Yes/No) |  |
|  |
| **A late check out to stay up until can be booked (subject to availability) at US$60.00 for standard occupancy. Each additional person is US$10.00. We recommend this be done at the time of booking.** |
|  |
| **BASIC RATE PER NIGHT:** | **To Be Completed by Owners** |
|  |
| **TOTAL COST INCLUDING ALL TAXES, UTILITES, AND FEES:** | **To Be Completed by Owners** |
|  |
| **DEPOSIT DUE NOW:** (Non Refundable if cancelled within 10 weeks of arrival) | **To Be Completed by Owners** |
| **ANTIGUA & BARBUDA SALES TAX (ABST):** (14% required by gov’t) | **To Be Completed by Owners** |

|  |
| --- |
| **CREDIT CARD & SECURITY DEPOSIT INFORMATION** |
| **NAME ON CARD:** |  |
|  |
| **CARD TYPE:** (Visa or MasterCard Only)  |  | **EXP DATE:** |  |
|  |
| **CARD NUMBER:** |  |
|  |
| **Please note, all credit card transactions are charged in Eastern Caribbean Dollars (ECD) at a rate of 2.7 ECD to 1 USD. As such, your Card Company may impose a foreign exchange fee.****Please also note, some banks/credit card issuers may require pre-authorization for overseas transactions.**  |
|  |
| **SECURITY DEPOSIT:** (paid on arrival via cash or credit card) | US$300.00 |
|  |
| **FORM OF PAYMENT FOR SECURITY DEPOSIT:** (Cash or Credit Card only) |  |
|  |
| **Security deposits can be paid by cash or a credit card details/imprint can be taken. See section 10 below for additional details.** |

|  |
| --- |
| **OTHER REQUESTS** |
| **DO YOU REQUIRE TRANSFERS TO AND FROM AIRPORT?** (Yes/No) |  |
|  |
| **Please note, we strongly recommend the use of a taxi rather than a rental car if you will be arriving at night. Transfers are US$35.00 for up to 4 persons and are not included in the price of the accommodation. They must be paid directly to the taxi driver.** |
|  |
| **SERVICE REQUESTS:** (i.e. pre-shopping services, travel cots, etc..) |  |
|  |
|  |
| **Please note, it is best to plan and make requests for additional services or facilities early to avoid disappointment.** |
|  |
| **WOULD YOU LIKE DETAILS TO PRE BOOK A RENTAL CAR/CAR HIRE?**  (Yes/No)  |  |
|  |
| **WOULD YOU LIKE DETAILS OF DAY TRIPS THAT CAN BE BOOKED IN ADVANCE?** (Yes/No) |  |

SIGNATURE OF GUEST DATE

**I confirm that I am over the age of 21 and agree to all booking conditions stated below. I also agree to pay the balance no later than 10 weeks prior to departure.**

### **BOOKING CONDITIONS**

#### PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

The following terms and conditions are incorporated in and form part of any agreement you may make for the rental of a property managed or listed with the Company (“The Accommodation”). No amendments to or deletions from these terms shall be valid unless expressly accepted and confirmed in writing.

**THE PARTIES**

1. The “Client” shall mean the person signing the Booking Form. Their signature shall constitute acceptance of all these Booking Conditions on behalf of the Client and each and every guest on whose behalf they warrant their authority to sign.
2. The “Company” shall mean Away From It All Antigua Ltd
3. The “Owner” shall mean The Accommodation owner

**THE AGENT**

4. Agreements for the use of The Accommodation are made between the Client and the Owner. The Company acts as an Agent for the owner in making arrangements for the rental of The Accommodation and all and any services which might, from time to time, be agreed to be provided by the Owner. The Company and The Owner are not parties to any additional services that may be arranged upon request of The Client. Agreements for additional services not provided by the Owner shall be made solely between The Client and the provider of the services.

**THE AGREEMENT**

5. The terms and conditions for the use of the villa shall be as contained in:
(1) The signed Booking Form and
(2) These Booking Conditions and
(3) The confirmation from the Company accepting the booking

Together called “The Agreement”. The agreement shall not become binding until one of the following steps have been completed: a). A confirmation invoice has been issued to the Client by the Company. b). When a booking is made within 10 weeks of departure on holiday, direct by telephone and paid by debit/credit card and the Company gives the Client verbal confirmation. c). If the booking is made on the Company’s website and the Client opts to pay at the time of booking, the time of the first payment.

When the Client makes a booking, the Client guarantees that the Client has the authority to accept and does accept on behalf of the Client’s party the terms of these booking conditions. The Client must be at least 21 years old to make a booking with the Company. This Agreement is governed by Antiguan Law and is subject to the jurisdiction of the Antiguan Courts at all times.

**DEPOSITS AND PAYMENTS**

6. Payment by the Client to the Company of a deposit equal to 50% of the total rental fee is required to confirm a reservation and payment of the remaining 50% is required 10 weeks prior to the Clients arrival. The Company reserves the right to request a deposit of 50% of the total rental fee before accepting any bookings. Payment may be made by credit card, telegraphic transfer, or international money order. Where a booking is requested 10 weeks or less before the Clients arrival date, full payment must be made to secure the booking. If full payment is not made 10 weeks prior to the arrival of the Client, the Company reserves the right to cancel the booking and the Client shall forfeit the deposit paid. A rental deposit paid by a Client to the Company shall be held by the Company (subject to the terms hereof) on behalf of the Client until acceptance of the booking is sent to the Client and thereafter such sum shall be held (subject to the Company’s brokerage and other proper charges) on behalf of the Owner.

**CONFIRMATION**

7. It is the Client’s responsibility to check the confirmation invoice and all other documents received from the Company, upon receipt of same. The Client must contact the Company immediately if any information appears to be incorrect as it may not be possible to make changes later. The Company are responsible for providing The Accommodation rental confirmed to the Client. If the Client should cancel or alter said booking later on, the Client may have to pay an amendment charge. The Company reserves the right to refuse the Client’s amendment.

**CANCELLATION POLICY**

8. The Company requires Notice in writing 10 weeks prior to the arrival of the Client at The Accommodation in order to refund a deposit paid. The balance of rental fee is due 10 weeks prior to the Client’s arrival at The Accommodation and where cancellation is made less than 10 weeks prior to the Client’s arrival the entire amount paid by the Client will be forfeited.

**COMPANY CHANGES OR CANCELLATION**

**9. I**t is unlikely that the Company will have to make any changes to the Client’s Villa arrangements, however, as planning for accommodation rentals is made many months in advance, occasionally, the Company may find it necessary to make changes, due to unforeseen factors including, (though not exclusively), errors in the brochure or on the website, or change of circumstances in ownership of The Accommodation, both before and after bookings have been confirmed. The company reserves the right to cancel the booking without prejudice 10 weeks prior to the arrival of the client at The Accommodation. In the event of minor alterations, the Company will notify the Client before the Client travels. If a significant change or cancellation has to be made to the Client’s accommodation rental the Company will notify the Client as soon as possible. The Client may then: a) accept the changed accommodation rental; b) take an alternative accommodation subject to availability. If the alternative is of a lower price than that originally booked, the difference (if already paid by the Client) will be refunded. If the alternative is more expensive, the Client will have to pay the difference; or c) the Client may cancel said booking completely, in which case the Company will refund the Client all monies paid less the 5% administration fees for any changes the Client may have made.

SECURITY DEPOSIT

10. On signing this agreement The Client is liable for up to 100% of damages including damages over and above the amount of the security deposit for any damages and breakages that occur during The Client’s stay. The credit card provided for the security deposit acts as guarantee for the amount. The Client is required to check the Accommodation on arrival and notify The Company within 24 hours of any issues found. The Client will be notified with in 7 days of departure of any damages or breakages found and will be billed accordingly with funds automatically taken from the credit card provided as a security deposit. If breakages or damages occur whilst the Client is occupying the Accommodation, the Client is required to contact The Company representative immediately so that the issues can be resolved before the Client’s departure.

**EXCEPTIONS**

11. If for any reason other than acts of neglect or default on the part of the Owner, the Client refuses, or is unable to use the Accommodation in accordance with the terms of the Agreement, the full rental fee shall be retained by the Owner provided, however that should the Owner re-let the Accommodation during the material rental period, the Client shall be refunded the difference between the amount paid by them to the Owner and the amount received by the Owner on the re-letting.

**THE COMPANIES RESPONSIBILITIES AND EXEMPTIONS**

12. The Company does not accept any responsibility for the performance by the Client, the Owner or any third parties of their Agreements or for any consequences due to their non-performance. The Company shall not be liable for any neglect, default or failure by the Company their servants, Agents or representatives provided that they have acted in good faith, in the honest and reasonable belief that their acts are proper and their information is accurate and reliable. The Company does not accept liability for any unusual or unexpected circumstances beyond the Company’s control which the Company could not have avoided even if the Company and their representatives had used all possible care.

13. Away From It All Antigua Ltd acts only as Agents for accommodations and assumes no responsibility for property loss or damage, nor liability for injury, accident, delay or irregularity which may be occasioned either by reason or defect in any vehicle or the acts of any company or persons engaged in conveying passengers to or from their accommodations. If for any reason beyond its control (i.e. sale of the Accommodation), Away From It All Antigua Ltd is forced to cancel the booking made by the client, or their agent, best efforts will be made to offer another accommodation of equivalent standard upon approval by the Client. If the price of the alternative accommodation is less, the difference will be refunded to the Client. If the price is higher, the Client is required to pay the difference. If, however, no agreement can be reached, both parties shall be entitled to cancel this Agreement. Away From It All Antigua Ltd shall be liable solely to refund the rental price paid to the Client; no other amounts shall become due.

**USE OF THE ACCOMMODATION**

14. The Client may not use the Accommodation for any purpose other than that of private holiday residence for the accommodation of the Client and their guests (named on the confirmation invoice) unless otherwise agreed in writing by the Owner via the Company. The Client shall not do or suffer to be done anything that may be, or become, a nuisance or annoyance to the Owner, or the occupiers, of the adjoining land, or that might invalidate any insurance policies effected on the Villa, and shall not bring any pets to the Accommodation unless specifically stated, by the Owner, that this is acceptable. The Client shall not sub-let or assign his rental of the Accommodation. Unless previously agreed with the Company and/or the Owner, the Client will vacate the Accommodation by 12 noon on the final day of the rental period unless a longer stay has been agreed in writing.

**TIDYNESS AND DAMAGE**

15. The Client shall leave the Accommodation and all the furniture, fixtures and effects in good order and condition (fair wear and tear accepted) and shall inform the Company’s property manager (Away From It All Antigua Ltd) or the Owner or the Owner’s staff promptly of any damage caused to the Accommodation or its contents during occupation by the Client. The Client undertakes to pay for all such damage and for any missing items. **Any breakages, accidents, problems or losses shall be reported immediately to the Company’s representative as stated in section 10 above.**

16. The Company and The Owner shall endeavor to make repairs and replace damaged items within a reasonable time frame. However they shall not be liable for delays incurred as a result of third parties hired to replace or repair damages. The Client agrees to allow authorized maintenance personnel accompanied by a representative of the Company or the Owner access to the Accommodation to effect repairs during their stay.

**DISPUTES**

17. In the event that any dispute or difference shall arise between the Client, and the Owner, or the Company, or any of them which are not resolved speedily and amicably between them, the matters in dispute shall be resolved by arbitration in Antigua in accordance with Antigua Law.

**ON ISLAND REPRESENTATIVES**

**18. All** accommodations **are serviced by** Away From It All Antigua Ltd**. On arrival at the** Accommodation **in Antigua, the Client will be greeted by one of The Company’s representatives who will be the Client’s primary point of contact during the length of the Client’s stay in Antigua.**