

Sencillo

Terms & Conditions

1. Parties

Within these Booking Terms & Conditions, 'you', 'your' and 'customer' means the party leader making the booking on behalf of all persons named on the booking. 'us' and 'we' refer to Oasis Places who act on behalf of Sencillo. This Contract is between you and Oasis Places and subject to the terms herein. We reserve the right to repossess the property without any refund to you if the terms of this Agreement and agreed occupancy numbers are not adhered to.

The contract is not effective until required payment has been received and confirmation has been sent to you.

2. Use of Sencillo

The numbers of persons occupying a property must not exceed the maximum number stated in the booking confirmation.

Normal bookings are for vacation purposes and special permissions must be obtained where number of people in attendance exceeds that noted on the booking form.

Sencillo is operated as a guest house where individual rooms are let separately and also as a private villa where guest will have exclusive use of the property; your confirmation documents will note the basis upon which you will occupy Sencillo.

3. Price Guarantee

Once you have booked and paid the deposit for your booking, we guarantee the price

4. Payment

A deposit of 25% of the rental amount must be received by us within seven (7) of the provisional booking confirmation being made, and payment instructions have been given to the customer. If a deposit is not received within this time, the booking will be cancelled. Final payment is required 56 days prior to arrival; or immediately if booking is made less than 56 prior to arrival. Once you have booked and paid the deposit for your booking, we guarantee the price. In the case of bookings made 56 days or less prior to arrival, full payment is required within seven (7) of invoicing, or on arrival, if less than seven (7) working days, whichever comes first. Oasis Places (Jamaica) also provides additional Island services. Island services are subject to separate contracting and conditions. Your confirmation documents will note the currency in which the booking is confirmed.

5. Payment Method

We reserve the right to process payments in pounds sterling. You will not be expected to pay more than the confirmed booking price whatsoever the processing currency. Payments are subject to a 2% handling fee. The following payment methods are acceptable:

- a. Credit Card
- b. Debit card
- c. Banker's Draft
- d. Cheque
- e. Money or Postal Order
- f. Wire transfer

6. Booking Alterations

- a. Changes and Cancellation by us:

If Sencillo becomes unavailable due to circumstances beyond our control, we will endeavor to offer an alternative date or; If this is unacceptable to you, you will be entitled to a 100% refund. All monies paid will be returned unless the change or cancellation arises from reasons of Force Majeure.

b. Transfer of bookings by you:

Should you be prevented from traveling due to serious injury or death, or serious injury or death of a close family member, jury service or similar you may transfer your booking to someone else. This transfer request will only be actioned if submitted to us in writing accompanied by the paperwork, which has already been issued, and/or any final payment which is still outstanding together with a fee of £20.00/\$40.00 to cover our costs for making the transfer and/or any additional sum required by a supplier for effecting the change.

c. Changes to bookings by you:

If, after our confirmation and invoice has been issued, you wish to change departure date or add another person(s) or in any way alter your booking, we will do our utmost to make the changes, provided that notification is received in writing from the person who signed the booking form, at least 56 days prior to arrival date. This will incur an amendment fee of £20.00/\$40.00 in addition to the increase, if any, in the costs of the revised arrangements. This amendment fee will be applied each time we issue an amended confirmation/invoice. No refund will be made for unused accommodation or services.

d. Cancellation of booking by you:

You may cancel your reservation at any time, providing that the person who signed the booking form makes the cancellation and it is communicated to us in writing. Reservations cancelled by you are subject to a complete forfeiture of deposit to compensate us for the time and effort involved in making a booking and for the loss of other potential bookings that have been turned down once a booking has been confirmed. Notice of cancellation must be received by us in writing. Final payments are non-refundable. If you wish to rebook your stay for another date, we reserve the right to levy cancellation charges as shown: -

| Period Prior to Arrival Date | Cancellation Charge |
|-------------------------------------|----------------------------|
| 90 days or more | 10% of deposit |
| 56 – 89 days | 25% of deposit |
| 55 – 30 days | 40 % of payment |
| 29 – 20 days | 50 % of payment |
| 19 – 10 days | 75% |
| Less than 10 days | 100% |

Please note that if the reason for cancellation is covered under your travel insurance, you may be able to reclaim these charges.

e. Force Majeure:

No liability can be accepted by us if we are forced to change or cancel your holiday due to Force Majeure reasons, which include, but are not limited to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, flood, adverse weather conditions, transportation or any other circumstances beyond our control. If, before your arrival there is a minor change, We will do our best to inform you although We are under no obligation to do so, nor are we obliged to pay compensation.

7. Damage and Loss

All customers will be asked to sign a Waiver of Liability and a credit card authorisation form, which will allow us to charge to the card any charges that customers incur at Sencillo. You are responsible for leaving your rooms in good order and condition. You further undertake to pay for any damages or losses incurred during occupation. We reserves the right to repossess the property if your a member of your party has caused excessive damage, with no offer of refund.

8. Complaint

If you consider that you have cause for complaint concerning Sencillo, the matter should first be taken up with the onsite Manager. If satisfaction cannot be obtained, or if your complaint relates to services provided by us, you can report the matter at once to our office and in such cases, we will do our best to satisfy your requirements. All complaints should be lodged with us no more than seven days from the date of your departure to enable us investigate the complaint effectively.

9. Liability

Sencillo's website and brochure contain descriptions and information based on our honest beliefs. We make every reasonable effort to ensure we describe Sencillo as accurately and fully as possible, and every reasonable attempt will be made to supply what has been described. We cannot accept responsibility for any alterations made to the services or amenities, which are beyond our control. Nor can we accept responsibility 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 property and its appearances, plumbing, gas, electrical or otherwise, exceptional weather conditions. Further, no responsibility is accepted for the personal belongings, car, and its contents of you or any member of the party during your stay. We, our partners and suppliers, have to the best of our knowledge and capabilities provided a safe environment, and by accepting the conditions of booking you and all members of your party are accepting that we, our partners, and suppliers will not at any time accept liability under any circumstances for any instances that may affect any member of your group's personal well being, including personal injury, illness or death. Nor can we accept liability for circumstances that are due to your own actions, or to the actions of a third party, or to an unusual and unforeseeable circumstance which consequences could not have been prevented by us or our suppliers, even exercising all due care. Further, we are unable to accept responsibility for any aspect of your stay affected by Force Majeure, however, such eventualities may be covered by your travel Insurance. We cannot be held liable for loss of main services such as electricity or water supplies, nor any actions taken in the vicinity of Sencillo by any person(s) or authority over which we have no control. Similarly, you should be aware that there might be occasions when an advertised facility is either modified or not available. Such situations may be dictated by local circumstances, breakdown of machinery and/or the necessity for maintenance, unsuitable weather conditions, fuel shortages, power cuts and other circumstances beyond our control. Wherever possible, we will endeavor to inform you in advance, but cannot be held liable in such circumstances.

Your Flight: We are unable to accept responsibility for any aspect of your stay affected by your flight arrangements as the agreement is with the airline and is beyond our control.

10. Insurance

We strongly recommend that you take out an insurance policy in order to cover the cost of cancellation by you, the cost of assistance including repatriation in the event of accident or illness, or the cost of cancellation by us for reasons of Force Majeure. We strongly recommend that you protect yourself and the rest of your party by taking out adequate trip insurance. We cannot accept liability should you later find yourself not to be adequately insured,

11. Protecting your Payments

Oasis Places will protect all monies paid by the customer for cancellation or failure to perform due to insolvency.

12. Sencillo's Pool:

There is to be no diving into Sencillo's swimming pool as we cannot guarantee that it is safe to do so. We cannot at any time accept liability under any circumstances for any instances that may affect any member of your group's personal well being, including personal injury, illness or death caused by use of the pool

13. The Beach

You should be aware the beach has a visible natural reef approximately 30 feet from shore allowing shallow bathing depth and causing naturally occurring sand banks. Diving within the shallow areas of the sea is advised against and we cannot at any time accept liability under any circumstances for any instances that may affect any member of your group's personal well being, including personal injury, illness or death.

14. Pets

We are unable to accommodate your pets at Sencillo.

15. Smoking

Smoking is prohibited within Sencillo. Smoking is permitted with the garden areas.

16. Additional Services

Services provided by Oasis Places (Jamaica) are contracted separately.

16.Variation of Terms & Conditions

Any variation in Terms and Conditions will be notified to you in writing. Should a significant change in terms and conditions be unacceptable to you, you shall have the right to refuse the variation or to cancel the booking and obtain a refund free of penalties.

17. Law and Jurisdiction

The contract is made on the terms herein. Any disputes will be governed by English Law and both parties shall submit to the jurisdiction of the English Court at all times. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings. Our liability in respect of the above on behalf of you and your party shall not exceed the total cost of the amount paid for your Sencillo booking.