

3 Sisters in Sri Lanka

Rental Agreement & Terms and Conditions

From: Date _____ **To:** Date _____

Party Leader Name _____

Address _____

Email Address _____

Home Telephone _____ Mobile _____

Phone _____

Other members of the party Please give age if under 18

2 _____ 3 _____ 4 _____

5 _____ 6 _____ 7 _____

8 _____ 9 _____ 10 _____

Party Leader Please Read and Sign

I have read the terms and conditions (below) and accept them on behalf of all my party, on whose behalf I am authorised to make this agreement. I understand that 3 Sisters in Sri Lanka (hereafter referred to as 'the property') includes a swimming pool and is also a beach side property. I take full responsibility for ensuring the necessary supervision is provided at all times, and appreciate the use of the accommodation and all amenities is entirely at the users' risk. I am over eighteen.

Signature _____ (Party leader) Date _____

BY SIGNING THIS CONTRACT YOU ARE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITION HERETO. ALTERNATIVELY, BY MAKING ANY PAYMENT TOWARDS A BOOKING YOU ARE DEEMED TO ACKNOWLEDGE AND ACCEPT THESE TERMS AND CONDITIONS. WHICHEVER IS THE EARLIER.

Terms & Conditions

Please review our booking terms and conditions carefully. Should you have any questions, please contact reservations@3sistersinsrilanka.com before completing your booking.

(1) Confirmation and Securing a booking

Until acknowledged in writing by 3 Sisters and/or payment is received for a booking, the status is

not confirmed. A booking may be 'held' for a customer for a period of 3 days until which time it will be cancelled unless payment has been received.

(2) Prices

All prices are subject to availability and can be withdrawn or varied without notice. The price is only guaranteed when paid in full. Please note that prices quoted are subject to change. Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include, but not limited to, cost of cleaning or cooling.

(3) Payment Details

All bookings must be paid in full 60 days prior to arrival, unless otherwise specified in writing. Reservations made within 60 days of arrival must be paid in full within 7 days from booking.

Payment details will be sent via Email to the client prior to confirmation of booking.

(4) Refunds, Changes & Cancellations

Cancellations are only effective on receipt of written notification. If cancellation is prior to 8 weeks before departure, 30 % of the amount is forfeited. In the event that the cancellation is made after that, there is a 100 % cancellation fee.

Should client fail to show up, no refund will be made.

(5) Insurance

3Sisters management strongly advises that all guests purchase comprehensive travel insurance to cover themselves against medical expenses, personal accident & injuries, damage and loss of luggage, cancellation fees, public liability etc.

(6) Considerate Guest

The Client agrees to be a considerate guest and to take good care of the "Property".

The Client also agrees not to act in any way, which would cause disturbance to those resident in neighbouring properties.

(7) Property Damage

The Client shall pay in full for any damage outside normal wear and tear. Any breakage or damage must be reported to staff as soon as possible.

(8) No Smoking Policy

The property maintains a strict NO SMOKING policy within the building, that is, inside bedrooms, bathrooms and the internal living room. Should any guest be found violating this policy, management reserves the right to impose an immediate US\$250 fine and management reserves the right to evict the guest without notice or refund.

(9) Pets

The property holds a "no pets policy". As such management reserves to evict any guest found to be holding a pet inside the property, without notice or refund. Additionally the client shall pay in full for any damage caused by the pet.

(10) Limited Liability

You and your booking party hereby acknowledge and agree that you and your guests: (1) are solely responsible for your personal safety and the necessary and the appropriate supervision of any children (children deemed to be anyone under the age of 18 years), in particular in relation to (but not limited to) the pool, the garden and the beach and for the safety of your belongings during your stay at the property and (2) shall, except where prohibited by law, fully indemnify

and hold harmless the owners and management of 3 Sisters and any of its group companies and the officers, directors, employees, shareholders or agents of any of them and the owner of the property reserved for or occupied by you and your booking party, or any of the owner's group companies and the officers, directors, employees, shareholders or agents of any of them, against any and all liability and responsibility for any physical accident, injury or harm and proprietary loss or damage of whatsoever nature and extent that may result to you or any member within your booking party or a third party in connection with or as a result of your stay at the property, whether resulting from any act or omission by any staff member of the property or from the use any of the services, equipment and facilities provided. This indemnity includes: (1) any physical or financial damage or harm and any loss or property that is left in the aforesaid property or on or about the grounds of the property and (2) any business or economic loss and indirect or consequential loss such as lost reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity which may be suffered by you or any member of your booking party. Neither management nor the owner of the property reserved for or occupied by you and your booking party shall be liable for any noise, nuisance or inconvenience suffered as a result of any construction or similar work being carried out. The total liability of management and the owner of the property shall in all cases, whether in in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to the price paid by you for your accommodation during the relevant stay.

The owner or the management of the property shall not be liable to the Client: for any temporary defect or stoppage in the supply of public services to the 'Property', nor in respect of any equipment, plant, machinery or appliance in the property, garden or swimming pool, for any loss, damage or injury which is the result of adverse weather conditions, riot, war strikes or other matters beyond the control of the Owner.

For any loss, damage or inconvenience caused to or suffered by the Client if the 'Property' shall be destroyed or substantially damaged before the start of the rental period and in any such event, the Owner shall, within seven days of notification to the Client, refund all sums previously paid in respect of the rental period.

Under no circumstances shall the Owner's liability to the Client exceed the amount paid to the Owner for the rental period.

(11) Check In/Out Time

Check in time 1.00 PM. Check out time 11.00 AM.

IN THE EVENT THAT AT ANY TIME DURING THE BOOKING PERIOD, THE NUMBER OF PEOPLE STAYING AT THE PROPERTY UNDER YOUR BOOKING EXCEEDS THE NUMBER DISCLOSED TO 3 SISTERS YOU WILL BE CHARGED THE 'FULL HOUSE' RATE. IN THE EVENT THAT THE MAXIMUM CAPACITY OF THE PROPERTY IS EXCEEDED, AN ADDITIONAL US\$250 WILL BE CHARGED FOR EACH ADDITIONAL UNDISCLOSED GUEST WHO EXCEEDS THE MAXIMUM CAPACITY OF THE PROPERTY AND MANAGEMENT RESERVES THE RIGHT TO IMMEDIATELY CANCEL YOUR BOOKING WITHOUT REFUND.

This contract shall be governed by Hong Kong Law. The parties submit to the exclusive jurisdiction of the Hong Kong Courts.