



Booking Contract

General

These terms and conditions (the "**Booking Contract**") are between and shall bind the property owner **Bella Vita Four S. RL**. Doing Business As: **La Casa Azul** or manager ("**we**", "**us**" and "**our**") and the webpage www.LaCasaAzulCostaRica.com who books our property (the "**Property**") through our website (the "**Website**"). Each such booking is referred to in the Booking Contract as a "**Booking**". References to "**you**" or "**your**" are references to the person making the booking all members of the vacationing party.

Any Booking is subject to the Booking Contract. This Booking Contract and our confirmation email contain the entire agreement between us and you and forms the basis of your agreement with us so please read them carefully. Nothing in this Booking Contract affects your usual statutory rights.

The payment facilitator used by us on your Booking will be either Interact E-Transfer to our email LaCasaAzulCostaRica@gmail.com with no additional admin or service fees or through PayPal.

For the avoidance of doubt, you acknowledge and agree that the provider of the Property is us and not PayPal or any 3rd party booking service company.

Manage Your Booking

There are two ways in which a Booking can be made by you. Either you can.

- Book a Property with us by making the payment specified in the initial quote provided to you by us via the Website (The "Quote") along with the booking fee to LaCasaAzulCostaRica@gmail.com once we have accepted your booking request. The Booking shall be made and this Booking Contract shall be effective once the booking fee and the initial Deposit (as defined below) or full payment has been received by us you will have received an email confirming the Booking and including the Cancellation Policy (as defined below); or
- Issue us with a booking request via the Website ("Booking Request Form") and pay the full payment or Initial Deposit for the Property as well as the deposit fee to us via E-Transfer or Paypal. The Booking shall be made and this Booking Contract shall be effective when we have received the full amount payable for the Property or the Initial Deposit as well as

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the deposit fee.

If the Quote or Booking Request Form requires that you:

- make a payment in full, then you must pay the full amount for the Booking and the booking fee to us to reserve the desired booking dates; or
- pay an initial deposit (the "**Initial Deposit**") followed by a balance payment (the "**Balance**"), then you must make both payments to us within the specified time periods.

You shall be required to pay the applicable damage deposit (the "**Damage Deposit**"), cleaning fee and / or any other fees ("**Other Fees**") as set out in the email confirmation as part of your payment in full or your Balance payment (as applicable).

You should carefully check the details of the Quote or Booking Request Form before making any payment to us regarding your Booking, as well as the confirmation email and inform us immediately of any errors or omissions.

Other Fees may include:

- Lost key replacement: \$50
- Hydro: Included for stays less than two weeks. Bookings longer than two weeks will be paid by the renting client based on their own usage. Our team will read the meter upon check in and check out and the direct usage cost will be deducted from the villas security deposit.
- Additional cleaning fees: \$50

Paying For Your Booking

Where you have only paid the booking fee and an Initial Deposit, you are required to send us your payment for the Balance and you may be required to pay the Damage Deposit and/or Other Fees within a certain period prior to the arrival date specified in the email confirmation (the "**Arrival Date**"). If you fail to make the balance payment due to us in full and on time we shall be entitled to treat your Booking as cancelled by you and the Cancellation Policy (as defined below) shall apply.

If You Cancel Or Amend Your Booking

If you need to cancel or amend your Booking you must write email us at LaCasaAzulCostaRica@gmail.com as soon as possible. The link to your Booking page in the confirmation email will also enable you to submit a cancellation through the Website, however you should contact us first before cancelling in this manner. A cancellation or amendment will not take effect until we receive confirmation from you. The cancellation policy described in your email confirmation ("**Cancellation Policy**") applies to your Booking and we will refund any amounts due to you in accordance with the agreed Cancellation Policy.

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In the event that:

- any Balance required from you is not paid in accordance with the timeframes set out in the Cancellation Policy; or
- you do not arrive at the property within 24hrs of your arrival time without notifying us,

Then we shall be entitled to treat your Booking as being cancelled by you and the Cancellation Policy shall apply.

If We Cancel Or Amend Your Booking

We would not expect to have to make any changes to your Booking once it is agreed between you and us, but sometimes problems occur and we do have to make alterations or, very occasionally cancel Bookings.

If this does happen, we will contact you as soon as reasonably practical to inform you of the cancellation or the change to your Booking. If we cancel your Booking, we will refund you any fees you have already paid to us. However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance.)

The Property

You can arrive at the Property after the time specified by us on the Arrival Date for your holiday and you must leave by the time specified by us on the departure date we give you. We will let you know these times in writing in advance of your stay.

If your arrival will be delayed, you must contact the person whose details are given on the booking confirmation email so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival we may treat the Booking as having been cancelled by you and we shall be under no obligation to refund you for fees already paid to us. Please see the Cancellation Policy for further details.

Your Obligation

You agree to comply with the regulations set out in any property manual at the Property as any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party. You agree to keep and leave the Property and the furnishings, including items such as kitchen equipment, crockery and glasses clean and in good condition.

You agree not to cause any damage to the walls, doors, windows or any other part of the Property nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

You agree to take all necessary steps to safeguard your personal property while at the Property.

You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and healthy insurance (including evacuation and repatriation coverage)

You cannot allow more people to stay in the Property than expressly authorized, nor can you significantly change the make up of the party during your stay in the Property, nor can you take your pet into the Property unless permitted by us in writing in advance. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for any fees already paid to us in those circumstances. Any refund will be at our sole discretion.

You agree to allow us or any representative of our success to the Property at any reasonable time during your stay for the purpose of essential repairs, in an emergency or to ensure you are complying with this Booking Contract.

Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve problems properly unless we are promptly notified. Discussions of any criticisms with us whilst you are in residence at the Property will usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence at the Property.

If any complaint cannot be resolved during your holiday, you must email us with full details within 28 days of the end of your Booking.

For the avoidance of doubt, you shall always contact us if you have any complaint in relation to your Booking or Property.

Limit Of Liability

Our maximum liability for losses you suffer as a result of us acting in breach of this Booking Contract is strictly limited to the amounts received by us in relation to your Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaching this Booking Contract. Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

Your Booking is made as a consumer for the purpose of a holiday and you acknowledge that we will not be liable for any business losses howsoever suffered or

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incurred by you.

Law And Jurisdiction

This Booking Contract (including any non-contractual obligations arising under or in relation to this Booking Contract) between you and us is governed by the law of Costa Rica and we both agree that any dispute, matter or other issue which arises between us will be exclusively dealt with by the Courts of Costa Rica.

Miscellaneous

You may not transfer your Booking or any rights and responsibilities under this Booking Contract to any person, without our prior written consent.

If at any time any part of this Booking Contract is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

This Booking Contract, together with the Cancellation Policy and our confirmation email contain the entire agreement between us and you relating to the Booking and shall supersede any previous agreements, arrangements or discussions between you and us, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between you and us prior to receiving the confirmation email except as expressly stated in this Booking Contract. Neither you nor us shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Booking Contract (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Booking Contract.

We will not be in breach of this Booking Contract, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire, explosion or accident.