

# Minggu Villas Hirers' Terms and Conditions

## 1. Agreement to Hire

- A. This contract and agreement is between Minggu Villas ("Minggu Villas") and the holidaymaker ("Hirer").
- B. The Hirer agrees to hire from Minggu Villas, and Minggu Villas agrees to let the Hirer rent the accommodation ("Villa") on the Terms and Conditions set out herein.
- C. This Contract and agreement is not valid until the Hirer has submitted the booking confirmation with details in writing and the booking has been confirmed in writing by Minggu Villas.

## 2. Agreement to Agent and OTA

- A. This contract and agreement is applied in fully also to any Agent, Freelance and Online Travel Agency (OTA) whose rent any of the Minggu Villas properties to a third party.
- B. Any Agent and OTA by renting any of the Minggu Villas properties to a third party, agree on the Terms and Conditions set out herein and are liable of making their clients sign and accept the Minggu Villas Terms and Condition together with any confirmation of reservation.
- C. Any point of the Terms and Conditions set out herein will be applied to any clients of any Agent, Freelance and OTA whose will be liable of it in case of any outstanding issue with the third party.

## 3. Rates

- A. All rates are quoted in US\$ ("United States Dollars")
- B. Rates do not include gratuities, telephone charges, meals, catering, cars and drivers, or any other service, unless stated otherwise.
- C. Last Minute Rates start around a month before any vacant day.
- D. For any Last Minute, Promotion or Discounted Rate, any villa Inclusion such as Breakfast or Airport Transfer mentioned in Minggu Villas' own website or any external Online Travel Agency or Private Agent portal will not be included unless stated otherwise.

## 4. Seasons

A. Minggu Villas divides the year into 4 different seasons and 4 different Daily Rates:

### Low Season:

- From the 11<sup>th</sup> of January to the 15<sup>th</sup> of July.
- From the 1<sup>st</sup> of September to the 18<sup>th</sup> of December.

### High Season:

- From the 16<sup>th</sup> of July to the 31<sup>st</sup> of August.
- Easter Celebrations (10 days changing every year, updated in our website)
- Chinese New Year (10 days changing every year, updated in our website)
- Idul Fitri Celebrations (10 days changing every year, updated in our website)

### Peak Season:

- From the 19<sup>th</sup> of December to the 10<sup>th</sup> of January.
- B. The details of the season structure applicable to the villas might change after the booking, depending on management choices.
- C. The seasons and rates applied to confirmed bookings will not be changed.

## 5. Reservation and Confirmation

### A. Deposit and Balance

- a. Due to the high number of enquiries, reservations are handled on a "first come, first served" basis.
- b. To confirm a reservation, a 50% deposit of the total reservation amount is required, and the balance needs to be paid at the latest by the time of the Check-In.
- c. Deposit and balance agreements might be changed during the communication of the reservation between "Minggu Villas" and the "Hirer".
- d. For balance payments not made as required herein, Minggu Villas may cancel the booking retaining the Deposit in which case this Rental Contract will be thereby terminated without further notice required.

### B. Hold

- a. The deposit must be received by Minggu Villas within 48 hours of the Hirer being provided with the relevant invoice and payment instructions for the rental.
- b. If the Deposit is not paid as required within 48 hours, the booking will not be finalised, and this Rental Contract will be deemed void.

### C. Last minute bookings

In the case of last-minute bookings, or anytime a booking is made 14 working days or less prior to the arrival date, to confirm a reservation 100% of the total reservation amount is required.

## 6. Payment

For the payment of rental deposits and balances or any extra services consumed during the stay, Minggu Villas accept payments made in Cash, by Bank Transfer or by Credit Card. Payment by traveller's cheques or personal cheques will not be accepted.

### A. Cash Payment

Minggu Villas only accept cash banknotes in IDR Indonesian Rupiah or US\$ United States Dollars.

- a. For US Dollar banknotes Minggu Villas accept ONLY US \$100 banknotes, year 2006 or newer, F series or newer, Unmarked and in Very Good Condition because marked banknotes will not be accepted by any money changer nor bank in Bali/Indonesia.
- b. US Dollar banknotes lower than US \$100 might be accepted using the exchange rate of an external Money Changer where the guest can be escorted and helped during the transaction at the moment of the payment, because the money changers and banks apply a notable lower exchange rate to any banknotes lower than US \$100.
- c. To exchange payments in IDR to USD and in USD to IDR following the currency of the Invoice, the exchange rate of [www.xe.com](http://www.xe.com) will be applied.
- d. Different currencies might be accepted using the exchange rate of an external Money Changer where the guest can be escorted and helped during the transaction at the moment of the payment, because money changers and banks apply different exchange rates than [www.xe.com](http://www.xe.com) to any banknotes different from IDR or US\$.

### B. Bank Transfer Payments

- a. Minggu Villas accept bank transfers into its IDR Indonesian Rupiah or US\$ United States Dollar Bank Accounts.
- b. Funds transferred in a different currency than the bank account receiving the currency will be converted by the bank at the rate applicable on the day of payment.
- c. The FULL amount of funds must be transferred and the Hirer will remain liable for payment of all bank fees until payment is received in FULL by Minggu Villas.
- d. Details of bank accounts for transfer of rental funds will be sent together with the rental invoice.

### C. Credit Card Payments

- a. Minggu Villas accept Credit Card or Foreign Debit Card Payments for payments made at the villa with an EDC Card Swipe Machine with an additional 3,0% surcharge fee.
- b. Minggu Villas accept Credit Card for Online Payments through a Link Payment handled by Xendit with an additional 3,5% surcharge fee.
- c. Minggu Villas accept PayPal Payments with an additional 5,0% surcharge fee.

### D. Missing Payments

- a. To avoid any kind of inconvenience, all guests are kindly invited to pay the Balance of the Rental Invoice at the latest during the Check-In procedures, and the Balance of any outstanding bills to Minggu Villas for any Extra Services consumed at the villa or any damage / loss Refund at the latest during the Check-Out procedures.
- b. The Balance paid during Check-In procedures will not be accepted by Bank Transfer but only if paid in Cash or by Credit Card.
- c. For any missing Balance of the Rental during the Check-In procedures due to any sort of personal problem, guests are allowed to stay for the first night only if they leave their Original Identity Document (Passport for foreigners or KTP for Indonesian Citizens) to the Minggu Villas Staff on duty for the Check-In, which will be returned once the Balance has been paid in full at the latest on the day after.
- d. For any missing Balance of any outstanding bill due to Minggu Villas during the Check-Out procedures due to any sort of personal problem, guests are allowed to leave Minggu Villas only if they leave their Original Identity Document (Passport for foreigners or KTP for Indonesian Citizens) to the Minggu Villas Staff on duty for the Check-Out, which will be returned once the Balance has been paid in full. In the case of any dispute or refusal to leave the Original Identity Document, local authorities or police will be called to help to solve the dispute.

## 7. Cancellation Policy

A Cancellation is an amendment to a booking so that none of the dates of the booking once amended fall within the same dates that originally constituted the booking and includes, but is not limited to, the cancellation of one or more days of a booking.

Cancellations made after the payment of a booking has been made will be Refunded as follows:

- A. 100% of the total rental amount will be Refunded if the cancellation is made within 48 hours of the booking payments as a Grace Period.
- B. 80% of the total rental amount will be Refunded if the cancellation is made 61 days or more before the start of the rental period.
- C. 50% of the total rental amount will be Refunded if the cancellation is made between 31 and 60 days before the start of the rental period.
- D. 0% of the total rental amount will be Refunded if the cancellation is made between 1 and 30 days before the start of the rental period.
- E. For any Last-Minute Reservation, the Grace Period will not be applied.
- F. Notice of cancellation must be received by Minggu Villas in writing via email, to our reservations team at [hello@mingguvillas.com](mailto:hello@mingguvillas.com).

G. An administration fee between US \$50 and US \$100 will be invoiced to the Hirer for any Cancellation to the booking after the booking has been confirmed.

H. Any fee or cost of the system payment used for the Refund, will be charged to the Hirer.

I. The cancellation policy above is valid only for bookings and payments made directly to Minggu Villas and it is not applicable to any other booking or payment made by the Hirer to any external Online Travel Agency (OTA) or Private Agent for which some differences might occur, and the Hirer must read their terms and conditions carefully.

L. Based on the very high 4/5 Star Review rankings and OTA Rewards that Minggu Villas are collecting from the OTAs, after Check-In, no Refunded cancellation fees due to any kind of complain based on personal taste or conditions not being as expected by the guest will be considered nor approved, unless the property suffers from a real issue due to Minggu Villas' negligence, and which cannot be fixed in a Maximum of 72 hours Grace Time by the Minggu Villas' Maintenance Staff.

M. Being many times troubles unexpected and unpredictable or suddenly caused by the previous Guest who just Checked-Out on the same day of the Hirer's Check-In, if during the 72 hours Grace Time Minggu Villas' Maintenance Staff has to fix any trouble of the villa while the Guests is living inside disturbing him and Minggu Villas cannot find any other temporary accommodation because already fully booked or not accepted by the Hirer, the Hirer cannot report any extra complain nor request for any Refund with Minggu Villas's apologizes.

N. Because supplier might delay the delivery for some kind of appliance's spare part especially for High Tech or Electronic Tool becoming impossible to fix some kind of trouble during the 72 Hrs Grace Time, the Hirer must accept that some amenities or accessories might not work for the whole period of his stay and he cannot report any extra complain nor request for any Refund with Minggu Villas's apologizes.

## 8. Changes to Bookings

- A. Changes to bookings that are made within 46 days or more prior to arrival, (including Christmas/New Year bookings) can only be made with the approval of Minggu Villas.
- B. An administration fee of between US \$50 and US \$100 will be invoiced to the Hirer for each change made to the booking after the booking has been confirmed.
- C. Requests for changes to bookings cannot always be accommodated, and an increase in the booking fee may be applicable, depending on the changes requested. Certain changes may be considered as cancellation of a booking.
- D. Changes will depend on availability.
- E. In case of any particular cancellation for which a Postponed Reservation will be approved to the Hirer by Minggu Villas, the Postponed Reservation will be given with a validity time, finished which the Reservation will be Cancelled by Minggu Villas without any Refund to the Hirer.
- F. The Hirer have the Right to give ONLY 1 Postponed Check-IN date for the same property following its availability. No more Postponed Dates nor changes of property will be accepted in any case.

## 9. No-Shows and Subrental of Reservation

- A. For safety and maintenance matter Minggu Villas properties cannot stay empty. In case of a No-Shows from the Hirer on the day of the Check-IN the Reservation will be cancelled without any Refund to the Hirer and the availability of that property will be open again from the day after.
- B. The subrental or changing of the Invoice Name of any Minggu Villas property reservation is prohibited to any Hirer, Agent, Freelance or OTA in the event of a No-Show.
- C. The subrental of any Minggu Villas property reservation is prohibited to any Hire, unless they are not approved by Minggu Villas as Agent, OTA or Freelance.

## 10. Number in Party / Suitability of Booking

- A. The number of persons staying at the villa must not exceed the maximum number of sleeping places indicated in the booking confirmation and reservation voucher, unless specifically authorised in writing. Exceeding this number may invalidate any insurance policy on the villa.
- B. Persons exceeding the maximum capacity are allowed to Check-In by paying in advance, or during the Check-In procedures, the extra fee each villa requires.
- C. Entry or access to the villa may be refused or limited where the number of guests exceeds the stated requirement.
- D. No pets are allowed unless agreed in writing in advance.
- E. Minggu Villas reserves the right to refuse any booking which it deems unsuitable for the particular villa.

## 11. Kids Policy

- A. There is a different policy with a different extra fee for kids over the maximum capacity of each villa, depending on the age of each kid as follow:
- B. Kids aged 0 to 6: always free of charge.
- C. Kids aged 7 to 14: first two free of charge; any others will be charged at the extra fee each villa requires.
- D. Kids aged 15 or over are counted as adults and will be charged at the extra fee each villa requires.

## 12. Extra Persons and Extra Beds

- A. Extra fees paid to allow extra persons to Check-In at the villa, over the maximum capacity of each villa, do not include extra beds.
- B. Not all Minggu Villas bedrooms are designed to contain an extra bed.
- C. Many of our beds and mattresses are king size & super king size and can comfortably sleep three people if necessary, especially if the extra person is a child.
- D. Any special requests and needs for extra beds have to be discussed and paid for separately before the booking confirmation.

## 13. Events and Parties

- A. In Bali all the Villas have rules governing their usage for events and parties. Normal bookings are for vacation purposes and the Hirer and/or its Guests may not hold an event or party at the villa without obtaining prior written approval from Minggu Villas.
- B. A gathering of people at the property exceeding of 8 people over the maximum capacity of the villa will be considered as an event or party and Minggu Villas has to be informed about in advance.
- C. If an event is permitted at the villa, in addition to the local authorities and 'Banjar' fee, an event fee up to 10,000,000 IDR Rp might be applied. Hirer / Guests should be aware that Minggu Villas are located in a residential neighbourhood and, as such, not all functions or events can necessarily be accommodated. Much depends on the sensibilities of the neighbourhood's residents.
- D. If Minggu Villas has confirmed a booking, which includes an event at the Hirer's chosen villa, in certain circumstances the Hirer must acknowledge and agree that Minggu Villas cannot control the issue of these permits, which might be changed. If the police and/or the local authorities refuse to confirm a permit for an event at the villa, Minggu Villas will Refund any event fee paid by the Hirer, however Minggu Villas will not be liable for any further Refund or payment to the Hirer.
- E. If Minggu Villas has confirmed a booking, which includes an event at the Hirer's chosen villa, for cleanliness and damage matter, the Hirer or any other external supplier are not allowed to decorate the property nor handling any catering and event organization for which Minggu Villas will handle or indicate the correct and trusted supplier.
- F. Please be aware that Minggu Villas will not accept a booking involving a function without prior confirmation that an approved function coordinator has been employed. Minggu Villas can recommend a suitable coordinator where required.
- G. Any attempt by the Hirer to hold an event at the villa without any advanced information to Minggu Villas in breach of these Terms and Conditions, will result in losing the right to stay at the villa further and without any Refund.

## 14. Music and Noise

- A. Because Minggu Villas are located in a residential neighbourhood, music cannot be played loudly, especially during the night time.
- B. Every day at 21:00 hours any music or loud noise must be totally stopped to respect the neighbourhood.
- C. If in any case this rule is not followed by the Hirer / Guests and the noise disturbs the neighbourhood, the private security staff will gently remind the Hirer / Guests to switch it off, and if any music or any noise is not totally reduced or switched off, and they keep refusing to follow these rules, Local Banjar Authority Pecalang or the Police might be called from the neighborhood, leading you to a fine from 5,000,000 up to 10,000,000 IDR Ruphias and our management will not be able to intermedate.
- For any eventual disrespectful behavior to the authorities, even more serious legal trouble might occur, losing also the right to stay at the villa for any longer without any Refund.

## 15. Damages, Breakages or Losses

- A. The Hirer will be required upon arrival to sign a "Waiver of Liability".
- B. Guests are responsible for looking after the property, leaving it in good order and in a clean condition.
- C. Guests are responsible to pay for any damages, breakages or losses they may be responsible for during the period of their stay.
- D. Minggu Villas reserves the right to reclaim the hired property if the Hirer, members of the guest party or guest visitors cause excessive damage or mess.
- E. Any damages, breakages or losses must be completely paid for before the Check-Out.
- F. Smoking is strictly forbidden in any closed area and allowed only in open area. For every even small cigarette mark to any textile or furniture, the Refund of a complete set or refinishing will be requested.
- G. Fireworks are strictly prohibited on New Year's Eve and every other day of the year due to the high risk of fire together with the flammable materials used in the construction of the villa and the surrounding area. Any attempt to use fireworks inside or outside the villa, or any evidence of their use, will result in the immediate eviction of the contract without a refund.
- H. In the case intentional damage has been made, even if only to a small part of a set or material, for continuity of colour and material, a replacement charge for the entire set will be invoiced to the Hirer. (Example 1: for any cigarette mark on a sofa cover the whole cover must be Refunded at a cost of up to 3,000,000 IDR per Set. Example 2: for the loss or breakage of a single pillow part of a set, the replacement of the entire pillow set will be requested up to 600,000 IDR per pillow. Example 3: for small marks on a wall the re-painting of the entire wall will be requested up to 600,000 IDR per Mt<sup>2</sup>. Example 4: For any damage to the wood, granite or any floor furnishings the re-finishing or replacement of the entire floor will be requested up to 1,200,000 IDR per Mt<sup>2</sup>. Example 5: for any kind of mark on interior furniture, the refinishing or replacement of that entire furniture will be requested up to 10,000,000 IDR etc.).
- I. Minggu Villas will handle the fixing of any damage and no external workers, suppliers or company privately contacted by the Hirer to fix the damage will be allowed to work in the property for safety, cleanliness and quality control issues.
- L. For any Hirer's damage which cause the the property closed and out of business for the fixing, to the cost of any damage Refund will be included also the estimation of the closed days with full Daily Rate.
- M. For quality and safety matters any replacement or fixing to any kind of damage will be directly quoted, organised and handled ONLY by Minggu Villas' trusted supplier and not to the Hirer.
- N. For safety and cleanliness matters, external companies as: SPA, massage, catering, event organizer, pool fence rental and freelancer of any kind of service are not allowed to work in any Minggu Villas property.

## 16. Valuables and Security

- A. Minggu Villas provides one safety box for each bedroom.
- B. Any Hirer / Guests valuables or property left or used at the villa are at the Hirer / Guests' own risk. Valuables and/or property should be stored in the safety box and when a safety box is not provided or not perfectly functional during the stay, it must be brought to the attention of the villa Manager.
- C. Minggu Villas don't accept any responsibility for loss of or damage to Hirer / Guests Valuables or property.
- D. The Hirer / Guests and their visitors are responsible for the villa during the Rental Period, and they must ensure that all windows and doors are locked securely when not on the premises.
- E. **International Traveller Insurance:** We strongly recommend that you take out comprehensive travel insurance at the time of booking, to protect you and all those accompanying you for the full time of your visit, against illness, including evacuation, injury, death, loss of baggage and personal items, theft, cancellation and other travel contingencies.

## 17. Check-In and Check-Out

- A. The Hirer and all their guests must provide their Original Identity Document (Passport for foreigners and KTP for Indonesian citizens) to the Concierge or Manager on duty on arrival at the villa for registration with the local authorities. If a Hirer / Guests refuses to sign the waiver and authorisation form and/or the Hirer and/or its accompanying guests refuse to provide copies of Passports or KTP cards as required pursuant to this clause, this is deemed a cancellation of the booking.
- B. Hirer may not Check-In at a villa before 14.00.
- C. The mandatory Check-Out time is not later than 11.00, to give time for the cleaning staff to prepare the villa to be at its best for the next Check-In.
- D. A Check-Out will be completed once all Hirer's stuff will be out of the property. In case of Check-Out delay with urgency for a next Check-In, Minggu Villas staff might carry all Hirer's stuff to the luggage storage.
- E. Late Check-Out & Early Check-In will be allowed to the Hirer / Guests only if the villa is available and the Hirer pays, in advance, 50% of the published daily rate to get the right to Check-In early in the morning or to Check-Out late in the night at any time, but without sleeping (During Last Minute Rate the price for any Late Check-Out & Early Check-In might increase from the 50% to the Full Price).
- F. Early Check-In time: not before 08:00. Late Check-Out time: not later than 20:00.

## 18. Staff & Working Staff Hours

- A. Minggu Villas has a Concierge in charge to welcome any Guests at any Villa Check-In, explaining everything the Guests need to know about the Villa, and available on call for any information or help they might need or at any time in case of an emergency during their stay.
- B. Minggu Villas has a General Manager to control and organise all the schedules that the daily activities require and with who the Hirer / Guests can schedule a meeting anytime it is needed.
- C. The villa is also serviced by a minimum of 2 housekeepers for serving and cleaning, working every day from 08:00 to 16:00 (normal shift). Their shift is of 8 working hours and unless a special request is made, they will work the normal shift.
- D. Extra hours over the normal 8 are available on request and have to be paid for separately.

- E. For the general maintenance of the villa, swimming pool and garden, Minggu Villas has several engineering experts who will promptly fix anything in the villa that needs mending.
- F. Minggu Villas always provide the perfect cleaning, functioning and maintenance of the villa, but on the occasion of national and religious holidays, or in case of staff sickness, the 8 working hours might not always be fulfilled by 2 house keepers.
- G. Bedlinen and towels will be replaced every 3 days, inviting the Hirer to help to conserve the Earth's vital resources. If required they can be replaced upon request.
- H. Swimming pool circulation water works automatically and Minggu Villas will not allow the Hirer to set it manually or to turn it on upon request.

## 19. Breakfast

- A. Not all the villas of Minggu Villas include a complimentary breakfast in the rates. Inclusions of breakfast are specified for each villa on Minggu Villas' Website and any Online Travel Agency. Inclusion details must be verified by the Hirer during the reservation procedures.
- B. For any Last Minute, Promotion or Discounted Rate the breakfast is never included unless stated otherwise.
- C. Included Breakfast cannot be combined with another day.
- D. In the villas that do not include breakfast, any kind of breakfast can be prepared with the menu prices to be paid separately.
- E. Breakfast must be ordered day by day, by filling the breakfast order form for the day after and must be given to the villa staff not later than 12:00 each day.
- F. Breakfast is prepared every morning inside the villa using the main kitchen of the villa and is served to the guests between 09:00 and 12:00.
- G. If guests require an earlier breakfast the serving time can be anticipated with 1 days' notice in advance.
- H. The earliest breakfast can be prepared ready to eat is not before 06:00.
- I. On the day of the Check-Out the breakfast will be served ready to eat at the latest at 09:30.
- L. Complimentary breakfast include 1 (one) standard satisfactory portion for each guest. In case guests would like to order any extra portions, this must be paid for separately as an additional cost at the Minggu Villas breakfast menu prices.
- M. Between the day of reservation and the day of Check-In, menu prices can be subject to changes without prior notice or information. The price on the menu present in the villa will be the confirmed price to pay for any additional breakfasts.

## 20. Food Services

- A. Minggu Villas organise private lunches and dinners on request, to be prepared and served in the villa, which can be ordered before arrival or during the guests' stay and paid for separately.
- B. The fully equipped kitchen and all its amenities are for the guests' use. The villa staff duties are for cleaning, cooking and serving the breakfast. In case guests need staff to help with their shopping or cooking beside Minggu Villas' Food Services, extra staff members can be requested and paid for separately by the hour.
- C. 1 staff can help cooking for a maximum of 4 guests. For any group of guests exceeding 4 people, an extra staff member is required (2 staff for 5 to 8 guests; 3 staff for 9 to 12 guests)
- D. The extra staff requested for cooking are only allowed to help the guests with their cooking and to help serving, and not to directly cook and serve, nor to prepare the Minggu Villas Menu.
- E. External catering companies or freelance chefs/cooks are not allowed to work at any of the Minggu Villas.

## 21. Liability

- A. Whilst Minggu Villas makes every effort to ensure that brochure descriptions are accurate and that the villas meet its required standards, Minggu Villas don't accept responsibility for any alterations made to a villa or its amenities, which are beyond its control.
  - B. Minggu Villas don't accept responsibility regarding any wrong information about minor differences between the chosen villa and any description found online on [www.mingguvillas.com](http://www.mingguvillas.com) or any other external OTA, Agency or portal due to any possible software malfunction/bug or to any human mistake being possible as many different people update the information.
  - C. The Hirer / Guests must acknowledge that the use of some facilities, including but not limited to the swimming pool, terraces and stairs, and of furnishings and appliances, particularly those in the kitchen and bathroom (the "Facilities"), may prove dangerous. The Hirer / Guests are fully responsible for taking all precautions before using the Facilities.
- Minggu Villas shall not be held liable for any death or injury arising out of, or in connection with, the use of the Facilities.
- D. Minggu Villas don't accept responsibility for any injury, death, sickness, loss, damage, additional expense or inconvenience, directly or indirectly caused by, or arising out of, the use or condition of the villa, its plumbing, gas, electrical or otherwise, and exceptional weather conditions.
  - E. All the swimming pools are designed without safety fences. Minggu Villas kindly advise to any Hirer will Check-In with child to request for it during reservation process to be rented and installed separately.
  - F. Minggu Villas don't accept responsibility for the personal belongings, vehicles, and their contents of the Hirer / Guests or invitees during the period of hiring of the villa.
  - G. Minggu Villas shall not be liable to the Hirer / Guests for any failure to perform any obligations under this Rental Contract due to causes that prevent it from fulfilling its obligations under this Rental Contract, which are beyond its reasonable control and of a nature, which it neither has the power or authority to remedy, including without limitation, acts of God, acts of civil or military disturbances, fires, floods, epidemics, wars, riots, acts of terrorism, power electricity blackout, natural missing of water and disturbance or noise coming from outside the villas such as private or public construction, traffic, animals or neighbours.
- In the event of such an occurrence, Minggu Villas shall give prompt written notice thereof to the Hirer and any time needed for the performance of an obligation shall be extended by the time equal to the length of delay attributable to such occurrence, and no Refund will be offered by Minggu Villas in these circumstances.
- H. Minggu Villas reserves the right to substitute comparable or better accommodations without liability if the Villa reserved is sold or rented long-term, out of order, undergoing renovation, inadvertently double-booked, or deemed substandard by Minggu Villas for any reason. If comparable accommodation is not available, the Hirer will receive a Refund of the nights that have not been honoured.
  - I. Minggu Villas may organise transportation, tour or activity for the Hirer / Guests or its Party, supplied by providers who operate independently of Minggu Villas.
- Minggu Villas shall not be liable for property loss or damages, injury, accidents, death, delay, cancellation or irregularity occurring during such transportation, including, but not limited to, damages which may be occasioned either by reason of defect in any vehicle, ferry, or aircraft or the acts of any company or persons engaged in conveying the Hirer / Guests or its Party.
- L. Minggu Villas does not take responsibility for the inability of the Hirer / Guests or any member of the Hirer / Guests' party to enter the location of the villa or stay at the villa for all or part of the Rental Period as a result of failure to obtain appropriate travel or visa documentation, cancellation or amendments to travel arrangements or the missing of flights or travel connections; and/or any delay or cancellation of the booking as a result of war, threat of war, riot or civil strife, strike, demonstration, terrorist activity (threatened or actual), natural disaster, fire, sickness, weather conditions, action at an airport or port by any government or public authority, technical problems relating to transport and airport regulations caused by technical, mechanical or electrical breakdowns, or any other circumstances which amount to 'force majeure' or Acts of God, or other events beyond Minggu Villas' control.
  - M. Indonesian laws strongly prosecute drug trafficking and use. Minggu Villas don't accept anything related to any kind of drug on their properties, and in the case drugs are involved, or it is realised that the Hirer / Guests are using drugs or committing any kind of illegal act, we will directly inform the local police to act.
  - N. In none of the above cases will Minggu Villas be liable to make any payments or give any Refund or compensation of any amount over and above the total rental amount paid.

## 22. Emergency Calls

- A. The fully staffed job hours of Minggu Villas are from 08:00 AM to 16:00 AM.
  - B. Minggu Villas work with reduced staff from 07:00 AM to 08:00 AM and from 16:00 PM to 00:00 AM.
  - C. The Hirer is allowed to call Minggu Villas Concierge number (+62 878 6191 6870) in case of emergency outside the fully staffed hours.
  - D. Minggu Villas request that the Hirer / Guests call this number ONLY in the case of a real emergency such as: medical, safety, electricity, plumbing, air conditioning, or unable to get into the villa.
  - E. Minggu Villas ensure a Direct Response from 07:00 AM to 00:00 AM and a Direct Handling of eventual urgent matters such as Air Conditioning, Water, Electrical and Safety from 07:00 AM to 22:00 PM.
- During other timing the Hirer is allowed to try to call Minggu Villas Concierge number as Minggu Villas always try his best, but Concierge and Engineering staff might be not always available because during night time Minggu Villas is not fully staffed and any issue will be handled the next day starting from 07:00 AM.
- F. Minggu Villas reserve the right to fix any kind of issue with the needed delay due to complications on fixing or unavailability of spare parts, and in such cases Minggu Villas will not be liable to pay any Refund.

## 23. Complaints

- A. If the Hirer / Guests consider that they have cause for complain concerning the villa, the matter should be taken up promptly with the Minggu Villas' Manager.
- B. Minggu Villas will not entertain complains made after the Hirer / Guests have left the villa, when it is unable to properly investigate the complain.
- C. If no complain is reported during the Rental Period, Minggu Villas will assume that the villa was to the Hirer / Guests' satisfaction and no complain will be entertained.

## 24. Termination

Minggu Villas reserves the right to immediately terminate this Contract in the case of the following events:

- A. The Hirer breaches one or more of the Terms and/or Conditions herein.
- B. The Hirer refuses to sign the waiver of liability and/or failure of all guests to provide Original Identity Documents (Passport/KTP) outlined in Clause 15.A.

## 25. General

- A. This Contract is governed by the laws and regulations of the Republic of Indonesia.
- B. These Terms and Conditions may be changed or updated. The Version to be followed is the Version Online on our website [www.mingguvillas.com](http://www.mingguvillas.com) at the page <Contact Us>.
- C. Any Terms and Conditions written on this copy are valid only for the period of the referred booking and not to any other eventual bookings in the future.
- D. At [www.mingguvillas.com](http://www.mingguvillas.com) you can always view the last updated version of Minggu Villas' Terms and Conditions for any future bookings.
- E. As specified online and written on the Invoice of the Reservation attached to this copy, by making a Reservation Online and by signing the Invoice of the Reservation, the Hirer accepts and agrees with all the Terms and Conditions written on this copy.
- F. It is the Hirer's and the guests' sole responsibility to ensure that they comply with the Laws and Regulations of the Republic of Indonesia, and Minggu Villas takes no responsibility for any acts or omissions by the Hirer, their guests or invitees that are illegal or breach any Laws or Regulations of the Republic of Indonesia.
- G. Any point and policy of the Terms and Conditions above, apart the Payment and Cancellation policy (Clause 4., 5., 6. and 7.) for which some differences might occur, is valid and applicable to any Hirer who made a direct booking with Minggu Villas, or with any external agent, or with any online travel agency (OTA).

Please visit our website [www.mingguvillas.com](http://www.mingguvillas.com) at page <Contact Us> for a better and UPDATED copy of these T&C.

Bali, 2024-February-13  
Director Minggu Villas



Claudio Damonte