

# MUSTIQUE

## MUSTIQUE VILLA RENTALS TERMS AND CONDITIONS FOR GUESTS

These are the terms on which you will rent a villa on the Island of Mustique. Flights or any other service or extras for your stay in Mustique (such as sporting activities) will need to be booked separately.

Each villa is a private home. The Mustique Company Ltd (the “**Company**”) acts as agent for the owner in facilitating the rental. **Your booking for a villa is between you and the villa owner.** These terms take less than 10 minutes to read and we recommend that you read them before continuing with your villa booking. The terms which are in **bold** are key terms and we recommend that you read these carefully.

Please note that **your booking is a matter between you and the villa owner**, and while the Company will endeavour to resolve any issues, **the Company is acting solely as the villa owner's agent and so will not be liable to you in any way for any part of your villa booking (including any breach of these terms).**

If you book a villa on behalf of other guests, you are responsible for passing these terms onto every guest and for making sure that every guest complies with these terms.

**Please note that these terms apply to renting a villa on Mustique and not for any flights or other services. The rental does not form a package holiday or linked travel arrangement.**

### HOW DO I MAKE A BOOKING?

1. You may book a villa for your stay on the Island of Mustique at any time, subject to villa availability. Any booking requests made more than 12 months in advance will be provisionally held and confirmed 12 months prior to your arrival. No reservation will be confirmed more than 12 months prior to arrival.
2. All reservations will be confirmed in writing and **reservations will not be considered guaranteed until the first deposit has been paid.** If you do not pay the first deposit within the time period requested, your reservation may be cancelled.
3. The Company strongly recommends that you purchase adequate and valid travel insurance to cover your holiday in Mustique. The Company recommends that you take out insurance as soon as your villa booking is confirmed, and that your insurance covers any possible risk that may occur (including for any activities that you plan on doing during your stay).





### **CAN I CANCEL MY BOOKING?**

You can cancel your booking at any time by letting the Company know. **If you cancel your booking, please see "How do I pay for my booking?" for information about when you may receive a refund of any amounts paid.** We recommend that you check if your travel insurance will cover your costs if you cancel your reservation for reasons outside of your control.

### **CAN THE COMPANY CANCEL MY BOOKING?**

1. The Company may cancel your booking for any reasonable or necessary reason, including if: (i) it reasonably believes that you or your guests will not respect the island, other guests or residents or are a security risk; (ii) the Company believes that your chosen villa will not be ready for your arrival; or (iii) for adverse weather conditions.
2. In certain unforeseen circumstances, it may be necessary for the Company to amend your booking by moving you to an alternative villa which is as similar to your original villa as possible. The Company tries its best to avoid these situations and will let you know as soon as possible if your booking needs to be amended in this way.
3. Please note that from time to time the ownership of villas changes. This agreement is between the renter and the villa owner at the date of booking. It is made on the basis that it will be void and cancelled in the event that the ownership of the property changes, unless the new villa owner elects to take up the agreement. If the rental is cancelled in this way, all your funds will be returned but neither the Company nor the villa owner, past or present, will be liable for any travel or other ancillary costs. Villa sales are confidential matters, so the Company cannot provide any ongoing commentary on potential sales. The Company will, of course, take all reasonable steps to find a suitable alternative for the same dates, but cannot guarantee to do so.
4. If your booking is cancelled by the Company, you will receive a full refund of all deposits paid for the booking. The Company will not refund you any third-party costs, such as international flight costs, or other costs which you have incurred in anticipation of your holiday in Mustique.

### **HOW DO I PAY FOR MY BOOKING?**

1. The timetable for payment is:
  - a 10% deposit of the total villa rental cost is required to guarantee your reservation, and this 10% deposit is due immediately upon making your reservation. If you cancel your booking more than 6 months before your arrival, you will receive a refund of your 10% deposit.
  - the remaining 90% deposit of the total villa rental cost is due 3 months prior to the date of your arrival. If you cancel your booking more than 2 months before your arrival, you will receive a refund of your 90% deposit\*. You will not receive a refund of your 10% deposit.

**\*Please note that for the period from 15th December to 8th January the 90% deposits are only refundable if a cancellation is received 3 months prior to arrival.**

2. If you are unable to travel due to an official government instruction from point of origin or prohibited from entering the Island of Mustique due to a further lockdown, 100% of your deposit will be refunded to you on the provision by you of reasonable evidence that this is the case.



Deposits on a villa rental will not be refunded other than in the situations described in points 1 and 2 above. Please note that all refunds will be subject to a 5% processing fee.

3. The villa booking rates are provided in USD (US Dollars). Please make all payments to the Company online, following the link in your reservation confirmation email. If you prefer, you can make all payments by wire transfer to the Company's bank account. All payments must be made in accordance with the payment timetable at point 1.
4. The Company will, to the extent possible, remind you if you fail to pay in accordance with the payment timetable. After any reminder, you are kindly asked to pay the required amount within 7 days. If you fail to pay after this time, you may lose your villa booking and will not receive a refund of any amounts paid by you at that point.
5. You are responsible for paying any charges or commissions charged to you by your bank when making payment for your booking.

#### **WHAT IS THE CHECK IN AND CHECK OUT TIMES?**

1. Villa check in is at 4pm. Villa check out is at 12pm.
2. Should your flight to Mustique arrive earlier, or if your departing flight is later, than these times, the Company will try its upmost to make alternative arrangements for your comfort (subject to any other bookings of the villa). The Company requests that you let it know as soon as possible if you require any alternative arrangements.
3. If there is no other booking for your villa on the date of your departure, your check out time may be extended. Your Villa Account Manager will confirm with you if this possible and your extended check out time, in writing, prior to your arrival.
4. Your on-island Account Manager will reconfirm your departure arrangements 24 hours prior to your departure from the island.
5. **In the interests of other guests, we please ask that you respect our check in and out times.**

#### **HOW DO I BOOK AND PAY FOR OTHER SERVICES?**

1. **If you would like to book any activities or other extras for your stay on the Island of Mustique, these will need to be booked separately.** Please let the Company know, at any time prior to your arrival, if you are interested in making any other bookings and we will be very happy to provide you with further information.
2. Upon your arrival to Mustique, your Account Manager will open an online guest account for your stay. During your stay, you will be able to charge any items to your guest account (including any activities or other extras booked).
3. **Please note that any outstanding balance on your guest account, including all incidentals, must be settled prior to your departure at the Company office. Please note any charges made to your villa account will incur a 5%\* Company admin fee.**
4. If you are not able to settle your guest account in full prior to your departure, for example, because the charges for any activities are added to your account following your departure, the Company is entitled to charge your credit card for any outstanding balance. The Company



will try its best to give you advance notice, before any further payment is taken from your credit card.

*\*The Cotton House (Spa, Beach Cafe & Veranda Restaurant) and Basil's Bar are exempt from the 5% admin fee.*

#### **WHAT AMENITIES COME WITH THE VILLA?**

1. During your stay, each villa is fully staffed with a cook, maid and gardener, and any other personnel identified in the description of the villa. Villa staff are expected to work on average eight (8) hours each day during business hours, subject to any breaks. Please note that villa staff are not available on a 24/7 basis at the villa.
2. Members of household staff are employees of the villa's owner and not of the Company. However, if you have any questions, comments or concerns about the villa staff, please let your Account Manager know as soon as possible.
3. Each villa also comes with a vehicle, as identified in the description of the villa. Please ask your Account Manager for further details if you would like to hire an additional vehicle (as this will be subject to a separate booking).
4. If you would like to make use of the villa vehicle, please note that:
  - you must be over 18 years old;
  - you must comply with the driving requirements of St Vincent and the Grenadines (including that you require the 'Mustique Right to Drive' permit and must not drive whilst under the influence of drink or drugs);
  - you must not drive carelessly or dangerously; and
  - you must have adequate and valid insurance.
5. You must keep the villa and all of its appliances, equipment, furniture, furnishings and other contents clean, tidy and in good order. You are responsible for leaving the villa (including its appliances, equipment, furniture, furnishings and other contents) in the condition it was in when you arrived.
6. **You must notify the Company immediately in the event of any damage to the villa or its contents (whether by accident, bad weather or otherwise).**
7. **If you damage the villa or any of its appliances, equipment, furniture, furnishings and other contents, the Company will contact you to kindly request that any costs of repair or replacement are charged to your credit card.**
8. You are, however, not responsible for ordinary wear and tear of the villa and its contents or any damage caused by the weather.

#### **CAN I INVITE OTHERS TO THE VILLA DURING MY STAY?**

1. You are able to invite others to your villa up to the published maximum capacity. You are responsible for the acts and omissions of any individuals staying with you in the villa and any individuals whom you invite, or otherwise provide access, to the villa (excluding the villa owner and any individual permitted entry by the villa owner). **You are therefore fully responsible for your guests.**



2. Each villa is a private home. Should you wish to hold a party or a special event at the villa, this will require pre-approval from the Company and will be subject to additional costs.

**WHAT HAPPENS IF SOMETHING GOES WRONG? NOTE: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

1. You must inform the Company as quickly as possible, if you do not believe that the villa meets its description or your stay is not in accordance with these booking conditions. The Company will then try its utmost to resolve any issues.
2. Your booking is accepted on the understanding that you accept any risks associated with this booking and your stay at Mustique, including injury, death, property loss, damage, inconvenience or discomfort.
3. Neither the villa owner nor any employees or agents of the villa owner (including the Company) shall be liable where any incident which you complain of is due to (i) you or another member of your party; or (ii) any unforeseeable, unavoidable or extraordinary circumstances (including the actions of any third party unconnected with your villa booking).
4. The villa owner is responsible to you for foreseeable loss and damage caused by the villa owner. If the villa owner fails to comply with these terms, the villa owner is responsible for loss or damage you suffer that is a foreseeable result. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the villa owner and you knew it might happen, for example any amounts paid by you for a villa booking which is subsequently cancelled by the villa owner.
5. The villa owner does not exclude or limit in any way their liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by the negligence of the villa owner or the negligence of the villa owner's employees.
6. Other than for losses covered by point 5 above, the total liability of the villa owner to you will be limited to the total value of your villa booking.
7. You are responsible for your safety and wellbeing and for the safety and wellbeing of your guests at the villa. You and your guests should act responsibly, take due care and take precautions during your stay, such as the supervision of children in the swimming pool and on the grounds of the villa and remaining aware that some surfaces will be slippery near the swimming pool. All children must be under the direct supervision of an adult at all times. Take the time to familiarise yourself with the villa, including any potential hazards within the vicinity of the villa. As mentioned in point 2, you accept any risks associated with this booking and so the Company and the villa owner are not responsible to you and your guests for any accidents that may occur due to your or your guests' use of the villa and its facilities. You should therefore take out appropriate and adequate insurance to cover yourself and your guests for your stay in the villa.

**PRIVACY AND PHOTOGRAPHY**

It is well known that one of the major attractions to the Island of Mustique is its private nature. **You are therefore required, at all times, to keep the identity of the villa owners, other guests or visitors to Mustique (whether past or current), and the nature of any other guests' stay on the island, confidential.** This includes not publicising any other photographs or recordings which feature other individuals, unless you have their prior consent, and keeping all photos and recordings taken for



private use only. You are responsible for your guests' compliance with this privacy obligation and should take all necessary and reasonable steps to ensure their understanding of this obligation. You are recommended to warn your guests of this obligation. Failure to respect the confidentiality and privacy of other individuals will be considered a key breach of these terms.

**ARE THERE ANY OTHER IMPORTANT TERMS I SHOULD BE AWARE OF?**

1. You agree that you will respect the Island of Mustique and its guests and residents, during your stay, and that you will not participate in any illegal activities or anything that may endanger the island, its buildings, its environment or other individuals.
2. The Company will use your personal information as set out in its [privacy policy](#).
3. You confirm that you are authorised by other named individuals in your booking to book on their behalf. These terms are personal to you and you cannot transfer your rights to anyone else.
4. Nobody else has any rights under these terms, as these terms are between the villa owner (through the Company) and you. The Company, on behalf of the villa owner, can make changes to these terms at any time and will give you reasonable notice when any changes are made.
5. These terms are governed by the laws of Saint Vincent and the Grenadines. In the event of dispute between you and the villa owner, the Company will review the issue and seek to resolve it. The Company will keep you informed of any such dispute.
6. If you have any questions about these terms or your stay in Mustique, please contact your Villa Rentals Agent.