

VIM Ltd. Mauritius – Villa Maurice

Terms and Conditions – Cancellation

Villa Maurice is a trading name for VIM Ltd.

After confirmation of the booking, which is done when the customer sends the booking confirmation via e-mail or scanned copy, the customer is required to credit to the nominated bank account a deposit corresponding to 30% of the price of the stay including document charges and taxes within a period of 5 working days following the reception of booking confirmation e-mail of the customer, the balance must be paid 10 weeks before the start of the arrival date or sooner if the reservations date is earlier than this. It is advised that payments done online should be done as a "Same Day Transfer" otherwise there can be unavoidable delays with banks which we cannot be held accountable for.

Failure to respect this deadline gives VIM Ltd. the right to cancel the booking. If the booking is done less than 10 weeks before arrival date, the customer must pay the full amount, as indicated on the booking form to secure the booking.

Payments, in EUROS only, can be done by a funds transfer to our account at the Mauritius Commercial Bank (MCB) as indicated on the booking form.

- Payment charges are to be borne by the instructing party.
- Payment by Credit Card will incur a 4% surcharge to Cover Credit Card Payment and the intention to pay by Credit Card must be notified at time of booking.

Prices are those indicated on the booking form and taken as that on the accommodation night. They are calculated according to prevailing economic situation and the taxes in force at date of issue of the booking voucher. We reserve the possibility to correct our prices, on a pro-rata basis of all important fluctuations (> 10%) of exchange rates (specifically between Euros and Mauritian Rupees), or of any other factors having an incidence on our return costs (taxes etc).

- Vim Ltd guarantees all prices 10 weeks before departure and, in case of an increase of more than 10%, will accept a delay of 8 days for any cancellation, free of charge. In all other cases, the cancellation conditions set out below will be applicable.

The contract for accommodation and payments will be made on the name of one person only, mentioning the surnames and first names of other accompanying people.

Note: For some leases a security deposit will be required, which will be restituted after an inventory on the day of departure of the tenants.

The course of your stay and liability:

The 'delivery' of the Villa will be effective only after submission of keys by our local representative. If for any reason beyond our control, the booked villa cannot be leased to the customer, we reserve the right to find an alternative accommodation of the same value/specification or higher. However we can ask the customer for a supplementary financial participation, if there is an additional expense of more than 30% as compared to the public tariff of the initial booking.

The accommodation capacity of the villas is limited and specified in our tariff and in the booking form (including children). If we notice an excess in the number of persons, or if the behavior of the tenants are contrary to existing local laws, if the customer damages objects or breaches elementary living rules, we reserve the right to ask the tenants to leave the premises immediately, without prior warning and without refund of the remaining days for rent. The customer is required to handle with utmost care the villa and as well as its equipments. If damages were to be caused during his stay, the customer will have to inform immediately the owner or our local representative and pay for the damages or replace the objects. The tenant (person who has accepted the booking) is answerable also for his accompanying partners and for his children.

In case the customer decides to leave the location on his own will, if he cancels his booking on site or if he shortens his stay, no refunds will be made.

The liability of Vim Ltd cannot be held for any fault or failure of the equipments provided in the villa, or concerning with the supply of water and /or electricity. Similarly, all natural causes, on whatever scale (bad weather, cyclone, tides, wind gusts) that is capable of changing all or part of the services provided, either making Vim Ltd incapable of respecting the booking terms, or leading to a discordance between the booking voucher and the real situation, cannot, owing to its unpredictable nature, make Vim Ltd directly or indirectly liable and there will not be any financial or other indemnity. However, in case of events that can be called Force Majeure, Vim Ltd will do its utmost to provide a commercial solution to the satisfaction of the customer.

The swimming pool is strictly reserved for adults and children who can swim under the close supervision of their parents. The access to the swimming pool is normally not protected and it is the responsibility of the customers to take necessary precautions. Vim Ltd declines all liability in case of accidents but advises that all children should be supervised by an adult at all times.

The specifications of the rentals mentioned in the brochures and Internet websites are valid at the date of appearance. We are liable only the indications contained on the booking voucher and we decline all liability in case of possible modifications brought later to the specifications or due to works undertaken by the owners.

Extension of stay:

The stay duration can be extended depending on availability. In case the customer wishes to extend his stay, he will have to do all necessary arrangements with his airlines and inform Vim Ltd as soon as possible about the terms of the extension and pay whatever balance is due in advance.

Cancellation and Amendment charges:

In case of cancellation, non refundable deposit, document as well insurance and bank charges are never refundable by VIM Ltd. All cancellations must be confirmed by registered letter before the scheduled date of departure.

In the aftermath of the booking, all modifications (change in the number of persons, of dates, etc) may be done insofar as possible, but will automatically lead to 75 Euro additional charges. The balance of the final payment due 10 weeks prior to departure once paid is non refundable.

As soon as the deposit is paid / received, the booking is confirmed and final. In case of cancellation, the customer agrees to settle the balance of the invoice where necessary.

Air transport:

The liability of Vim Ltd cannot in any case be superseded to that of the airlines.

In particular, delays due to airline companies will not result in any indemnity or extension of the length of stay without additional costs being paid.

Formalities:

For the citizens of the EU, formalities are limited to the presentation of a valid passport, expiring after 6 months from the date of departure. The children must be listed on the passport of an adult or have their own passport.. The above information is given to help you and it is up to the customer to ensure that he satisfies all regulations for customs, police and health authorities.

Outdoor activities:

Sports and non-sports activities practiced during the stay are done at customer's own risk, as well as the rental of motorized and non-motorized equipments. Vim Ltd will not be held liable in case of services provided by a third-party, although recommended by Vim Ltd or one of its representatives.

Activities proposed by Vim Ltd:

The visits, outings, travels, and sea-ventures, sports and non-sports activities proposed by Vim Ltd are organized under the sole responsibility of the service providers.

Vim Ltd will not be liable for any accidents occurring during a visit, a sea-outing or the practice of any of these

activities and no physical, moral or financial claims will be accepted.

While Vim Ltd looks for constant quality while selecting its service providers, all claims concerning quality of service must be made during the activity, directly to the service provider and it is the responsibility of the service provider to satisfy the claims

The client has the choice of doing his own booking, during his stay, for the dates when he wishes to participate in the activities and visits that he booked.

Force Majeure:

Vim Ltd shall not be liable for any failure to perform in accordance with one or more of the terms of this order due to a 'Force Majeure' case.

Generally, a case of Force Majeure is any event, independent of the will of the party that calls upon it, unforeseeable or, if foreseeable, inevitable, which intervenes during the execution of the contractual agreements and which prevents partially or totally its execution. In this case the non-failing party is allowed to ask a termination of the contractual agreements, without paying any charge, and retaining the outstanding balance or the services obtained at the date of application of the termination.

Liability and Disputes:

No complaint concerning the price of the holiday can be considered after your return. It is up to the customer to judge before his departure if the price suits him. In order to be considered, all observations or short-comings on the holiday must be reported to Vim Ltd by registered letter during the 24 hours after the problem, attaching all pieces of evidence of the damages caused, so that a subsequent commercial compensation can be considered.

Vim Ltd is bound to apply best efforts satisfy the terms hereunder. If Vim Ltd is found liable with regards to an ordered service under the terms hereunder, the maximum amount of damages and interests to which it can be condemned cannot in any case exceed the price earned by Vim Ltd for the service concerned less any expenses incurred in the provision of these services.

In case of dispute or disagreement, it is agreed that before any legal action, all parties will do their best to reach a mutual agreement. However, if the attempts for mutual reconciliation failed, and in case of disagreement or persistent difficulty on the interpretation or execution of this contract, the dispute will be submitted to the Court of Port-Louis, Mauritius, taking into consideration that the contractual agreements and its possible appendices fall under the jurisdiction of the Mauritian law.