

Holiday/Tenancy Terms & Conditions

1. 246 Connexions Property Management is an effective market place that brings together holidaymakers (short or long-term renters), with available properties and their owners. Both Renters and Property Owners/Managers/Agents peruse this website equally.
 - 1.1 Our aim is to provide Renters with quality accommodation solutions, to suit their purpose. Once an accommodation booking is completed, connections are made with the Renter, property Owner/Manager directly, to organise the check in and arrival time.
 - 1.2 For the purpose of the use of this website, the term Property Manager could be applied to a third party acting on behalf a Property Owner or 246 Connexions Property Management acting for the same.
 - 1.3 We provide Property Owners/Managers with a comprehensive but personal service, whilst highlighting their property listing, in order to acquire tailored bookings that best suit their property.
 - 1.4 246 Connexions is a property management company but takes no responsibility for direct Property Owner related issues and will not act as a debt collector.
 - 1.5 246 Connexions Property Management also operates as "the match maker" between Property Owners and Renters and in this role, their liability is confined to the introduction of the same and paperwork pertaining to this function, if requested by the Property Owner. In such cases, the Property Owner will perform the services of the Property Manager.
 - 1.6 The terms outlined below are between the Property Owner/Manager/Agent and Renter (Short term and Long term). Some short-term vacation clauses outlined within this agreement may not directly apply to a long term Renter however all other terms and conditions equally apply, in conjunction with signed rental agreements between the Renter, Property Owner and Property Manager.
 - 1.7 **The Renter and Property Owner/Manager agree with the following Terms of short-term holiday & Rental Tenancy.**

2. Definitions

- 2.1 If you don't understand or accept a term; phrase; clause; terminology; or anything in this agreement please contact: info@246connexionspropertymanagement.com or 246connexionsproperty@gmail.com prior to accepting these terms of business.

3 The Deposit

- 3.1 The Renter must pay the Deposit specified to 246 Connexions Property Management in order to secure the requested booking dates and commence the initial booking process.
- 3.2 A 50% deposit (made up of a non-refundable element of 20%), is payable at least eight weeks in advance of commencement date. Unless determined differently by the Property Owner, in which case this will be confirmed at the time of booking.
- 3.3 The balance is then due without reminder at least four weeks before holiday commencement. For holidays booked less than eight weeks prior to arrival, the full rental is payable at time of booking.

4. Availability

- 4.1 In the highly unlikely event that the Renter booked and paid for holiday accommodation through 246 Connexions Property Management and the property Owner confirms a booking was received from another source at the same time and the accommodation is no longer available for these exact dates; the renter is entitled to a full reversal of the funds received by 246 Connexions Property Management, minus any processing/credit card transaction charges accrued at the time of payment processing.
- 4.2 In this case, it is not the responsibility of 246 Connexions Property Management to find alternative accommodation for the Renter. Although assistance maybe offered, there is no guarantee made by 246 Connexions Property Management that suitable rental properties will be found.
- 4.3. In the highly unlikely event that the Renter booked and paid for and then the property Owner/Manager confirms the price was accidentally processed incorrectly, the Renter can then choose whether to re book it at the correct price. Should they choose not to re book the Renter is entitled to a payment reversal as stated in section 4.1.

5. Cancellations

- 5.1 Cancellation requests must be received by the Property Owner/Manager/Agent and/or 246 Connexions Property Management at least 60 days before the start of the rental period. 246 Connexions Property Management will use its best endeavours to ensure that the Accommodation is promptly re-listed as available, for the period of the cancelled booking.
- 5.2. If the cancelled booking is not re-booked as contemplated in clause 5.1 above, then the Owner/Property Manager/Agent will refund the amount paid, minus 20% non-refundable element and as stated in section 4.1- minus any processing/credit card transaction charges. However, should the Renter change their mind within 10 days of the original cancellation and the property is still available, they would still be entitled to stay at the accommodation for the dates originally booked, providing full payment of the total booking value is received by 246Connexions Property Management, Property Owner/Manager and/or Agent prior to check in.
- 5.3. In the highly unlikely circumstances that the Property Owner/Manager/Agent then vets the renter and/or tenants (booked by 246 Connexions Property Management) and deem them to be inappropriate for the property; the Property Owner/Manager/Agent must email 246Connexions Property Management with fair, provable and supportive evidence within 10 days of the sent booking confirmation. This evidence should show as to why the renter or tenants of have been deemed inappropriate. If 246Connexions Property Management senior management agree with the property Owner/Manager/Agent then the booking will be cancelled and 246 Connexions Property Management will reverse the renters funds received (as stated in section 4.1) unless monies have been previously submitted to the Property Owner/Manager/Agent then the said party will refund directly to the Renter.
- 5.4. A minority of Property Owners/Managers require the Renter to agree to further Tenancy Terms and Conditions, specific to its accommodation after booking online with 246 Connexions Property Management. If the Renter does not wish to be bound by an Owner/Property Manager's additional terms and conditions for any reason, then the Renter can cancel the booking and 246 Connexions Property Management will reverse the funds received, in accordance to section 4.1; providing they have been notified within 5 days after booking and monies are still within the possession of 246 Connexions Property Management and have not been forwarded to the Property Owner/Manager/Agent. In such cases, repayment will be made to the Renter from said party and not 246Connexions Property Management.

6. Booking Transfers

Renters can transfer a booking to a different time. This entitlement is subject to the following conditions:

- 6.1 The new booking is for the same Property booked.
- 6.2 The request for transfer is received in writing by 246 Connexions on or prior to the date that is 60 days before commencement of the original booking date;
- 6.3 The new booking is completed within 6 months from the commencement date of the original booking date;
- 6.4 The total amount of rent payable by the Renter on the new booking is equal to or greater than the total rent payable on the original booking. If the rent payable on the new booking is less there will be no refund for the difference. Conversely, the Renter will pay the difference if the rent for the new booking is more. Any amount previously paid by the Renter in relation to the original booking will be credited to the new booking.
- 6.5 The Renter has one free of charge transfer admin fee, however any additional changes/transfers I incur a \$50 USD administration fee.
- 6.6 The Renter will not receive any refund when vacating the Accommodation early and before the confirmed booking finish date.
- 6.7 When transferring a booking to a later future date than the original booking date, any amounts not paid relative to the original total booking value must be settled in full as per original booking and notified due dates. Once full payment is made the booking can be transferred to the nominated dates. New dates must be nominated at the time of transfer.

7. Eviction

- 7.1 In the event of non-payment of rent on the dates agreed, or, in the event of a breach in any of the Tenancy Terms and Conditions, the Property Owner/Manager is entitled to terminate the Renter's Tenancy. In this case the Owner/Property Manager and 246 Connexions Property Management, will not owe any compensation to the Renter.
- 7.2 When necessary the Property Owner/Manager can use local authorities to enforce eviction, including the police, and enforcement entities.
- 7.3 Where legal action is necessary against the tenant e.g. to recover any sums due under the tenancy or to obtain possession of the property, it will be the responsibility of the Property Owner to instruct an Attorney at Law to commence proceedings. Subsequent payment of such costs will be met by the Property Owner. Should we need to attend a court on the behalf the Property Owner there will be an additional fee payable.

8. Security Deposit

- 8.1 The Renter agrees to provide credit card details upon or prior to check-in to the Property. The details are held by the Property Owner/Manager or 246 Connexions Property Management as security against the Renter's failure to perform the obligations set out in clause 9. below. See Renters Promises.
- 8.2 In addition to clause 8.1 or instead of a credit card security bond, the Property Owner/Manager has right to ask for a cash deposit upon or prior to check-in.
- i. The cash deposit will be an amount equivalent up to 1 nights' accommodation relative to the average night paid for the duration of the Tenancy. The cash deposit is held by the Property Owner/Manager or 246 Connexions Property Management and is repaid at the time of check out, or after a post accommodation inspection has been carried out, within 5 working days of the completion of the Tenancy, or upon the final resolution of a damages dispute.
- 8.3 The Renter authorises the Property Owner/Manager or 246 Connexions Property Management to debit the credit card, or deduct from a cash deposit any money due to the Property Owner/Manager, upon final resolution of any dispute between the Renter and the Property Owner/Manager.
- 8.4 In the event that there is a problem with the credit card when debited, the Renter agrees to immediately pay the amount owing to the Property Owner/Manager in cash, bank cheque or by electronic funds transfer of cleared funds to an account specified by the Owner/Property Manager or 246 Connexions Property Management.

Renter's Agreement

- 9.1 The person booking is a minimum of 21 years of age or older, and at least 50% of all the tenants/occupants will be over the age of 21 years of age. Family groups with Parents present during the duration of the entire Tenancy are exempt from this clause.
- 9.2 The Renter's promises in this clause apply equally to the Renter's guests/visitors and the Renter is fully liable for any breach. The Renter and its guests/visitors must comply with the Tenancy Terms and Conditions, or face immediate eviction with loss of rental funds paid, and/or deposit.
- 9.3 The Renter promises to use the Property for the maximum number of occupants as stated in the property listing on the 246 Connexions Property Management website, or number of tenants agreed and paid for at the time of booking.
- 9.4. The Renter is allowed a small number of guests/visitors (additional to the number of tenants) at the Property in any one time for a small gathering but not to constitute a party, unless otherwise agreed in writing by the Property Owner/Manager or 246 Connexions Property Management, prior to check-in.
- 9.5 If any of the furniture, fixtures and fittings of the Accommodation are damaged beyond what is Reasonable Wear and Tear, the Renter will, at its sole cost, repair or replace the damaged items before the end of the Tenancy when possible, or within 14 days of the end of the Tenancy if the item requires time to source, replace and deliver. The Property Owner/Manager or 246 Connexions Property Management must be notified of any damages prior to check out.
- 9.6 Not cause nuisance or annoyance to the Property Owner/Manager; other Renters; or any neighbours. In the event that noise control (enforcement) or a neighbour contacts the Property Owner/Manager about excessive noise levels, and as a strict deterrent for this anti-social behaviour, the Property Owner/Manager may in its sole discretion deduct from the Tenants credit card or cash deposit up to \$200 USD (equivalent in local currency) upon providing proof in writing to a Renter of the complaint received. In the event that any of the Property Owner/Manager stereo equipment is seized by any authority from the Property, the Renter must promptly recover and return such equipment, at its sole cost.
- 9.7 Keep free from blockages and obstructions all baths, sinks, lavatories, cisterns, drains, gutters, pipes and the like;
- 9.8 Replace any glass or mirrors which break for any reason;
- 9.9 Report to the Property Owner/Manager any disrepair or defect in respect of the Property, or the fixtures and fittings, and report any failure of mechanical or electrical appliances as soon possible;
- 9.10 Not operate a business at the Property, or use it for any improper, immoral or illegal purpose;
- 9.11 Not assign, sublet, charge or part with or share possession or occupation of all or part of the Property;
- 9.12 Pet policies are typically specified online relative to each Property. When not specified the Tenant must seek approval to bring any pet prior to booking online.
- 9.13 Allow the Property Owner/Manager, 246 Connexions Property Management or Contractors access to the Property at reasonable hours during the day, to carry out repairs or other works to the Property, or to carry out maintenance of the fixtures and fittings. The Renter will give immediate access at any time in the event of an emergency.
- 9.14 Pay for any international telephone calls made from the Property during the Tenancy.
- 9.15 Whenever the Property is left unattended, the Renter will fasten all locks to all doors and windows to prevent unauthorised access to the Property. The Renter will not change or install any locks on any doors or windows nor have additional keys made for any locks without the prior written consent of the Property Owner/Manager. Lost keys or locked out calls that require the Property Owner/Manager, 246 Connexions Property Management or contractors to attend to, will incur recovery and reinstatement costs and time charges, proven in writing to the Renter.

10. Owner's Promises

- 10.1 The property Owner/Manager will provide an Information Booklet/House Rules at the Property which contains:
 - i. Contact details for the Owner/Property Manager or 246 Connexions Property Management for

the efficient and effective resolution of any problems relating to the property during the Tenancy.
ii. Details of waste management (including rubbish collection days and recycling requirements etc where relevant.)

10.2. The Property Owner/Manager or 246 Connexions Property Management will not pay the Renter compensation for any inconvenience due to work being carried out in the common areas of the Accommodation, or neighbouring buildings, or due to road works, or any other nuisance or annoyance out of the Property Owner/Manager's control

11. Check-in & out times

- 11.1 Standard check in is from 2pm. Alternative arrangements may be possible but must be requested prior to check in.
- 11.2 **In some cases**, early & late check-ins are subject to availability. For guaranteed early check-in – including early AM arrivals-, the chosen property needs to be reserved from the previous night.
- 11.3 Check out is by 12 noon. Alternative arrangements may be possible, for example, **in some cases** a later check out time (up to 5pm) is available, subject to a payment of \$75 BDS on arrival and in agreement with Property Owner/Manager or 246 Connexions Property Management.
- 11.4 While cleaning at the end of the Tenancy is generally included as part of the service to the Renter, the Renter is responsible for any excessive cleaning costs beyond what is considered fair and reasonable.
- 11.5 At the end of the Tenancy the Renter will return all keys to the Property Owner/Manager or comply with such arrangements for the return of the keys. The return of the keys will not be deemed a waiver by the Property Owner/Manager of its right to claim compensation for any breach of the Tenancy Terms and Conditions.

12. Accommodation Inspection after Holiday/Vacation Tenancy period

- 12.1 At the end of the Holiday Tenancy the Property Owner/Manager or 246 Connexions reserves the right to inspect the Property.
- 12.2 If the Property Owner/Manager is not satisfied as to the condition of the Property, the Property Owner/Manager or 246 Connexions Property Management may propose a sum to be deducted from the Renter's credit card or cash deposit. The Owner/Property Manager or 246 Connexions Property Management must provide a written breakdown of any deduction proposed.
- 12.3 If the Renter does not agree to the sum claimed, the Property Owner/Manager will obtain a written quote for the cost of rectification from two independent third party contractors and provide them to the Renter.
- 12.4 The Property Owner/Manager may then accept the lowest quotation and pay for the work. The Property Owner/Manager will provide the Renter with a copy of the contractor's receipt. The Renter is responsible for immediate payment to the Property Owner/Manager upon receiving a copy of the contractor's receipt.

13. Insurance and No Liability

- 13.1 The Renter will not do anything that could adversely affect the Property Owner/Manager's insurance over the Property.
- 13.2 The personal effects of the Renter will not be insured by the Property Owner/Manager. The Renter acknowledges that all personal items and vehicles (including vehicle contents) of the Renter remain the Renter's responsibility and the Property Owner/Manager accepts no responsibility for loss or damage. Coverage of such items can be insured by individual personal insurance policies taken out by the Renter.
- 13.3 In the event that the Renter uses facilities that a particular Property provides, which may include but not limited to, kayaks, dinghies, bicycles, spas and swimming pools, such use is entirely at the Renter's own risk at all times and the Property Owner/Manager or 246 Connexions Property Management accepts no responsibility for any injury or loss to the Renter.

Children are to be supervised at all times by a parent or responsible adult.

14. Warning

14.1 To the fullest extent possible at law, 246 Connexions Property Management does not make any representations or give any express or implied warranties of any kind in relation to any Property ,or any product or service featured on this website. The Renter's use of 246Connexions services is at their sole risk. In some cases, 246 Connexions would act as the agent/representative for the Property Owner/Manager and thus 246 Connexions Property Management's liability is restricted within the parameters of the contract between the aforementioned parties. Accountability for the Property, and all that this implies, remain the sole responsibility of the Property Owner.

15. Resolution of disputes

15.1 Any grievance or complaint leading to a dispute is between the Renter and the Property Owner. 246 Connexions Property Management will not act on the Renter's behalf and the involvement within such cases, will be limited to the contracted obligations set out within the agreement with the Property Owner. (See paragraphs 7, subsection 7.1-7.3)

16. Notices

16.1 Notices are required in writing and must be served by email, courier or post.

17. No waiver or partial invalidity

17.1 If the Renter or the Property Owner/ Manager or 246 Connexions Property Management do not exercise or enforce any right available to it under the Terms and Conditions, it does not constitute a waiver of those rights. If any provision of the Terms and Conditions becomes or is held to be invalid, that provision is severed from the remaining Terms and Conditions, which remain in full force and effect.

18. Governing Laws

14.1 The Terms and Conditions are governed and construed in accordance with the laws of Barbados as 246 Connexions Property Management is a registered Barbados Company. Renters booking property outside of Barbados, are still subject to these Terms and Conditions irrespective of which country they reside in.

19. Definitions

246 Connexions Property Management the website and company. .

Property means the Accommodation/apartment / house / bed and breakfast / villa / and any other type of property available online here or within the property portfolio of 246 Connexions Property Management. This may include the furniture, fixtures and fittings and the use of any rights of access, paths, drive entranceways, any common areas and any other items reasonably necessary for the enjoyment of the Property and which the Property Owner/Manager can grant.

Tenancy means the occupation and/or booking of the Property by the Renter.

Property Owner / Manager means the registered proprietor/s of the Property, or an authorised representative of the registered proprietor/s. Where contracted by the Property Owner or his Manager this could mean 246 Connexions Property Management.

Reasonable Wear and Tear means the amount of damage and deterioration that a reasonably careful Renter would cause during the Tenancy, assuming that the Property was used only for the purposes described in the Terms and Conditions. Non-foreseeable damage, such as damage which renders an item unusable is not reasonable wear and tear.

Renter/Tenant means the person or persons paid for and staying at the Property, including all other occupants of the Property at any time during the Tenancy.