

onefinestay

Property Booking Terms & Conditions

1. Booking Terms & Conditions

1.1. These booking (“Booking”) terms and conditions (“Terms and Conditions”) are between onefinestay USA LLC (“onefinestay”) [% The Corporation Trust Company, 1209 Orange Street, Wilmington DE, 19801] and the individual making a booking (the “Guest”). Payment for the Booking constitutes acceptance of the Terms and Conditions. For the avoidance of doubt, onefinestay is acting as an agent for the Property owner or for the Property Management Company and the Guest’s licence to occupy the property (“Property”) is directly with the Property owner or Property Management Company.

1.2. All Guests making a reservation with onefinestay will receive a Vacation Booking Confirmation on reservation providing a link requesting a deposit or full payment on the Property requested and is subject to these Booking Terms and Conditions.

1.3. A Guest’s vacation booking is only confirmed, and becomes a binding agreement, once onefinestay has received payment of the full amounts requested in the Vacation Booking Confirmation.

1.4. Sending payment in response to a Vacation Booking Confirmation constitutes acceptance and agreement to the following terms, conditions, limitations and restrictions as printed below. The terms of the Guest’s Booking at the Property and the specific details of such Property (including any rules specific to the property are contained in the Vacation Booking Confirmation.

1.5. No alterations to these Terms & Conditions or accompanying Vacation Booking Confirmation are valid. If changes are required, a new Vacation Booking Confirmation will be sent. If the Guest has any questions about the following Terms & Conditions, the Guest may contact onefinestay for discussion and explanation.

1.6. Guests acknowledge that this agreement is not a residential lease, nor does the Property subject to the Booking constitute a dwelling; this agreement provides access to a private property, booked on a nightly basis and is a licence to occupy the Property.

2. Payments

2.1. All outstanding balances are required to be paid on or before the due-dates noted on the Guest’s Vacation Booking Confirmation. If the Guest fails to make scheduled payments onefinestay may cancel your reservation without any further notice to the Guest. In addition, in the event that the Guest fails to make deposit or balance payments on-time onefinestay reserves the right to process such payments using the credit card provided by you in order to maintain the reservation. Credit cards are used only if neither payment nor written notice of cancellation has been received prior to a payment due-date. In the event the 50% reservation fee is not paid, onefinestay reserves the right to cancel the booking and make it available for other bookings.

2.2. Only one credit card will be accepted per booking party for payment unless a special exception is granted, in writing, from onefinestay.

2.3. All reservations made within 90 days of arrival date require payment in full in order to secure the Guest’s reservation of the Property.

2.4. All cancellations or requests for changes to a reservation affecting payments (such as date changes or changes in the number of persons) must be submitted to onefinestay in writing by the Guest.

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3. Cancellation Policy

3.1. All changes to reservations or cancellations must be promptly submitted in writing to their Property agent via email.

3.2. A cancellation policy specific to the Guest's Property booking is noted on the Vacation Booking Confirmation. Payment submission accounts to legal acceptance of stated cancellation policy and all accompanying Terms & Conditions.

3.3. If the Guest must change or cancel any portion of the services the Guest has already booked, this must be done by contacting the onefinestay agent.

3.4. No refunds of any kind will be provided in the event of no-shows, late arrivals, reductions in party size, or early departures. No full or partial refunds will be granted unless there is a serious problem occurring at the Property which cannot be properly remedied within a reasonable timeline, and/or which causes extreme, undue discomfort or serious inconvenience (see Complaints and Maintenance section below). Monetary refunds are at the sole discretion of property owners. onefinestay will work with the Guest to attempt to resolve any/all disputed reservations. Approved refunds may take up to 60 days to process.

4. Travel Insurance

4.1. Trip cancellation insurance is highly recommended and is offered through onefinestay at a cost displayed on the Guest's invoice. For additional information and no-obligation quotes for travel insurance, the Guest should notify onefinestay who will send further details via an electronic link.

5. Complaints & Maintenance

5.1. onefinestay works with Property owners and Property management companies to make every effort to keep all properties and their inventories in good working order. In case of a maintenance problem, the Property owner or Property Management Company shall be responsible for repairing any problems within a reasonable period of time upon notification.

5.2. No refund or rate adjustment shall be made for unforeseen mechanical failures such as the supply of electricity, telephone service, internet service, water, pool filtration systems, hot tubs, air conditioning, television or cable service, appliances (this is a non-exhaustive list).

5.3. It is the Guest's obligation to report any problems or damage to their property immediately to the onsite management company and also immediately email the onefinestay concierge or sales associate, or call 1-877-815-1242. The Guest must provide a phone number so they are contactable during the Booking so that onefinestay can communicate with the Guest about any problems or complaints. The Guest must not independently move to other accommodation without first allowing the Property owner or Property Management Company the reasonable opportunity to work with onefinestay to assist in resolving the complaint or problem. If you do so, or refuse reasonable rectification, this may affect the Guest's right to any compensation.

5.4. The Property Management Company and/or Property Owner will not accept any liability for reports of problems received after the departure date of the Booking. All reports of problems must be made during the Booking dates.

6. Accessibility

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6.1. Many destinations are very hilly, with villas often built into the steep hillsides. Though this affords fantastic ocean views, it often means that many of the Properties advertised have stairs. If a member of the Guest's party has a disability, is a child, or cannot handle stairs, the Guest must ask about the number of stairs when booking the Property. The Guest must notify onefinestay if any member of your party, are on crutches or in a wheelchair necessitating easily accessible accommodations. In addition to stairs, many tropical villas have floor plans that include open-air common spaces and free-standing bedrooms (though they may not be noted in online catalog). If the Guest is traveling with small children and requires all bedrooms to be interior rooms, the Guest must mention this prior to confirming the Vacation Booking Confirmation.

7. Use of the Property

7.1. Guests may not use the Property for any purpose other than a private holiday residence, nor engage in any illegal or dangerous activity and shall be sufficiently quiet and peaceful so as not to disturb neighboring properties.

7.2. Guests must adhere to the following:

7.2.1 honor the terms of any booking;

7.2.2. keep the Property clean, tidy and clear of rubbish and leave the Property in the same condition as they find it;

7.2.3. notify onefinestay of any damage to the Property during their stay as soon as it occurs;

7.2.4. not do or permit to be done on the Property anything which is or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the owner of the property, to any other occupiers of the Property or to the owner or occupier of neighboring property;

7.2.5. not conduct any business or commercial activity whatsoever from the Property other than what has been specifically agreed to by onefinestay;

7.2.6. leave the Property at the end of a Booking by the agreed check-out time in accordance with the Vacation Booking Confirmation;

7.2.7. act with courtesy towards onefinestay and its staff, the owner or operator of the property and any neighbors.

7.3. Guests have exclusive use of Property which is limited to only the number of bedrooms noted on the Vacation Booking Confirmation. The total number of persons allowed in the Property at any one time is restricted to the number of persons scheduled and paid for, generally based on two persons per bedroom. Should a group misrepresent the numbers in their party, they will be required to pay for all excess persons immediately, or shall vacate the Property without refund. Note that infants under 1-year-old; if sleeping in a baby crib and not occupying one of the Property's beds are not included in the Property's total headcount. Any deviation from these rules may result in immediate cancellation of the remainder of the Booking without recompense.

7.4. Guests have primary responsibility for their own safety and the safety of any members of their party that may use a Property during any Booking. onefinestay does not accept any responsibility for ensuring the safety of Guests during their stay.

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8. Events

8.1. onefinestay wishes to maintain a safe atmosphere for the quiet enjoyment of guests. onefinestay books Properties to family groups and responsible adults only; absolutely no house parties or functions such as weddings are allowed without advance written permission from onefinestay.

8.2. Guests shall be sufficiently quiet and peaceful, so as not to disturb other residents of the neighborhood, particularly after 10pm. If Guests are found to have had a wedding or any sort of group gathering for more persons than officially scheduled and paid for at the Property, without onefinestay's advance written permission, they are subject to forfeiture of entire Property security deposit and additional charges at the joint discretion of onefinestay and the Property's owner .

9. Pets

9.1. Pets of any kind are not allowed in or on the Property's premises without specific written permission from onefinestay (granted in writing prior to arrival). A onefinestay agent will liaise with the Guest to arrange prior approval and an additional deposit if required. A pet or evidence of a pet found on premises will cause immediate cancellation of the remainder of the Booking and forfeiture of the Guest's entire booking funds. There may be an additional charge for commercial cleaning of the Property if required after a pet resides within the Property.

10. Drugs & Hazardous Materials

10.1 The Guest shall not use, or permit to be brought into any Property, any illegal substances, flammable fluids (e.g., gasoline, kerosene or benzene), or other explosives or articles deemed hazardous to life, limb or property. Evidence of illegal or hazardous materials is grounds for immediate cancellation of the remainder of the Booking and loss of Booking funds.

11. Check-In & Check-Out Times

11.1. Guests must honor the check-in and check-out times noted on Vacation Booking Confirmation. Failure to check out of the Property will result in a penalty charge of an additional nights rate penalty per day charged to the Guest. If the Guest overstays by more than 2 hours then onefinestay, the Property Management Company and /or the Property Owner reserves the right to enter the Property or any of its agents or contractors to enter the Property, remove the Guest's belongings, change the locks to the Property and take such further action as may be necessary (and onefinestay will charge you for the costs of any such action).

11.2. Check-in and check-out times are strictly enforced at the properties. If the Guest requires a later check-out time, the Guest is required to confirm with onefinestay agent for permission in writing prior to the check out date.

12. Property Access during the Booking

12.1. onefinestay designated staff, the Property Owner and/or Property Management Company owner and their respective representatives may enter the Property to perform any repairs as necessary.

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12.2. If the Property is on the market for sale, Property owners reserve the right to allow the Property to be shown, but only by advance appointment made with the Guests' permission. Every effort will be made to schedule such brief showings at a time convenient to the Guest, to respect privacy, and not interrupt the Guest's stay.

13. Property Keys

13.1. onefinestay shall charge Guests the replacement costs as specified by the Property Owner and/or Property Management Company at their sole discretion for each set of lost or mishandled keys; gate remote controls will be charged at a variable replacement cost.

13.2. Guests are required to follow all instructions precisely on where to leave keys and gate remote controls when the Guest departs. onefinestay will advise the Guest further on request.

14. Rates & Errors

14.1. The information pertaining to each property in onefinestay's online catalogue was correct upon publication, but is constantly being updated. onefinestay is not responsible for printing errors or inadvertent omissions to website information. Prior to receiving payment, all rates and Property details are subject to change without notice.

15. Substitution

15.1. onefinestay reserves the right to substitute comparable accommodations without liability, should the reserved Property be sold, be out of order, be inadvertently double-booked, be deemed substandard, or otherwise be unavailable for any reason. If comparable accommodations are not available, the Guest may receive a complete refund of all pro-rated booking fees and any applicable tax paid for original Property.

16. Liability

16.1. onefinestay is acting hereunder solely as an agent for the Property supplied under these terms and conditions, and assumes no liability whatsoever for Property loss or damages, nor liability for injury, accidents, delay, or irregularity arising from the Guest's Booking at the Property.

16.2. Transportation (airlines, ferries, charter vessels, rental cars and taxis) are supplied by providers who operate independently of onefinestay. onefinestay assumes no responsibility, therefore, for any loss, injury, or damage to person or property because of the acts of providers.

16.3. Guests are responsible for the Property during occupancy, must lock windows and doors securely at all times when not on the premises, and must exercise care in securing all personal property. Guests must observe all cautions given by the Property Management Company or Property owner.

16.4. All onefinestay properties are privately owned. The Property owner or the Property Management Company and onefinestay reserve the right to refuse service or bookings to anyone at their complete discretion.

16.5. onefinestay will not be liable for the provision of goods or services by third parties nor will onefinestay be liable if any goods or services requested by the Guest are unavailable during their stay. onefinestay will not be liable to Guests or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of the obligations hereunder, if the delay or failure was due to any cause beyond onefinestay's reasonable control such as shortages, unavailability,

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overbooking, epidemic and pandemic, severe weather, subsidence, power or other utility cut-off, burglary, natural disaster, strikes, governmental action, terrorism, war and civil unrest.

16.6. onefinestay will not be liable to Guests in the provision of its services for any business, financial or economic loss or for any consequential or indirect losses such as lost reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of this agreement (whether such loss arises as a result of its negligence or otherwise). onefinestay liability for all losses will be limited to the cost of obtaining replacement services or the amount of the fees and charges payable by Guests under this Agreement (excluding for the avoidance of doubt the booking fees which are paid to the Property Owner and/or Property Management Company), whichever is the higher amount.

17. Deposits

17.1. Guests will provide onefinestay with a Security Deposit as detailed in the Vacation Booking Confirmation.

17.2. Security Deposits being held by onefinestay are eligible for refund 60 days post departure date, provided there is no breakage, damage, missing items, no additional cleaning required, long-distance calls charged, and no other charges incurred as a result of the Guest's stay before, during or after the stay, still outstanding.

17.3. Some deposits are noted as damage waivers in the invoice and are non-refundable.

17.4. Property management fees and/or standard out-cleaning costs will be retained by the Property owner or Property Management Company and will not be returned to guests. These do not form part of the Security Deposit. Nonrefundable deposits are noted on the Vacation Booking Confirmation.

17.5. As a form of additional security, Guests may have to submit a valid credit card in addition to a cash security deposit. The Guest agrees that onefinestay reserves the right to charge the Guest's provided credit card for substantiated damages in excess of the Security Deposit.

17.6. onefinestay shall use its reasonable endeavours to mediate between the parties to resolve damages to the Property by the Guest). In the event that a mediated approach does not resolve the conflict, onefinestay will disclose details of both parties to each other so they can resolve directly. The Guest agrees to the disclosure of his/her personal contact data in these circumstances.

17.7. Unless otherwise noted on the Guest's Vacation Booking Confirmation, all normal utilities (except utility usage deemed careless/excessive) are included in the Booking price.

17.8. Each Guest will be required to complete and return a Guest Fulfillment Form, by automated email attesting to the state of the Property upon their departure, in order to begin a refund process. Failure to return the Guest Fulfillment Form within 60 days of departure will result in forfeiture of the Security Deposit.

17.9. Guests hereby agree to pay onefinestay, on behalf of the Property owner or Property Management Company, the cleaning or replacement costs for all damages to personal property or to real estate, which may occur as a result of occupancy of the Property, excluding normal wear and tear. It shall be at onefinestay's sole discretion to decide what is normal wear and tear.

17.10. Guests agree to take all reasonable steps to ensure that family and other members in the Guest's party adhere to the rules and regulations affecting the Property booking. Deposits are security for the performance by Guest of all obligations under this Agreement and against damages or loss incurred

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during the booking period, including but not limited to those arising from any violation of the Deposits section.

18. Hold Harmless

18.1. The Guest hereby releases and agree to hold onefinestay, its affiliates, the Property owner, the Property Management Company, any property managers, and their respective officers, stockholders and employees, harmless from any claim, loss, damage, or cost of expense of any person occupying or visiting the Property arising out of personal injury, including any caused by persons or carriers conveying passengers to/from their Property, accidents or death, property loss or damages; cancelled or changed itinerary resulting from any acts or omission of the owner of the accommodation, their employees or agents, or any other party not under the direct employment and control of onefinestay or from any act of God, war, strikes, pandemics, government or any other event or cause beyond its control.

18.2. onefinestay has made a good faith effort to accurately describe accommodations, but shall not be liable for any inaccuracies in such descriptions or changes in the accommodation or the surrounding properties or condition thereof, noise or inconvenience from nearby construction or for any temporary defects or stoppages in Property equipment or the supply of electricity, gas, water, plumbing, or any other services. onefinestay acts as booking agent for the Property Bookings and shall not be responsible for problems resulting from the solvency of the Property owner; foreclosures, liens and other legal settlements affecting the viability of a confirmed booking are outside the control of onefinestay and are not grounds for suit by, or refund to, a displaced client.

18.3. In the event of any dispute arising from this agreement, the Guest hereby consents to exclusive jurisdiction and venue of the New York courts. This agreement is subject to the laws of New York (USA) which shall apply and the prevailing party will recover its costs, expenses and attorney's fees.

19. Concierge Services

19.1. All Guests of onefinestay have a designated concierge who will contact the Guest prior to the Booking. Assistance is also available on the onefinestay concierge line at 877.815.1242 (# 3).

19.2. The Guest shall pay electronically or wire transfer at the time of Booking. On occasion, the Guest will be provided with details of the concierge service in order to contact them directly.

20. Arrival

20.1. The onefinestay concierge staff needs to know the Guest's airline flight numbers, as well as arrival and departure times. This is essential, as the onefinestay team will need this information to finalize arrival instructions. The Guest must always travel with a list of local contact numbers provided by the concierge or onefinestay agent in case of emergency. A valid passport and a photo ID will also be required.

20.2. The Guest must always check with its airline for the latest requirements before travel. If the Guest's flight is delayed or cancelled while en route, the Guest is required to contact onefinestay so that onefinestay can notify all parties involved, including car rental company - failure to do this may result in a service related penalties. The Guest may phone onefinestay internationally, 24/7 at +1.404.815.1242 or 1.877.815.1242.

21. Guest Information

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21.1. onefinestay may be required to undertake reporting, record-keeping and identification procedures. onefinestay may also seek to verify Guest's details electronically. onefinestay may undertake credit reference or other similar searches. On occasions onefinestay may need to ask Guests for ID documents. Where such information is requested, Guests must provide such information promptly.

22. Miscellaneous

22.1. onefinestay will be entitled to assign or sub-contract its obligations under this Agreement. Save in the case of fraud these terms represent the entire agreement between the parties and supersede any previous marketing information, representations or agreements whether recorded in writing or otherwise.

22.2. The Guest agrees that these terms are fair and reasonable in all the circumstances. However, if any provision of these terms is held not to be valid by a court of the New York jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid the remaining provisions of these terms shall remain in full force and effect.

23. General

23.1. By entering into this Agreement the Guest agrees to onefinestay website [terms of use](#) and the onefinestay [privacy policy](#) both of which are available on the onefinestay website.

23.2. The Guest will not be entitled to withhold by way of set-off, deduction, counterclaim any amounts which the Guest owes to onefinestay against any amounts that onefinestay may owe to the Guest. onefinestay may use employees or self-employed contractors and we shall have discretion as to which of our employees or subcontractors are assigned to perform any services we provide to you.

23.3. These Terms and Conditions are personal to the Guest and may not be assigned.

23.4. If the Guest breaches these Terms and Conditions and onefinestay decide to take no action or are delayed in taking action, no such failure to take action or delay shall limit the right to take action and enforce our rights and remedies for that or any other breach.

23.5. onefinestay will not be liable to the Guest or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of onefinestay's obligations, if the delay or failure was due to any cause beyond onefinestay's reasonable control such as acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, collapse of buildings, fire, explosion or accident, interruption or failure of utility service, transportation or communications outages, strikes, governmental action, and civil unrest.

23.6. onefinestay agrees to comply with its obligations under all applicable laws and regulations relating to the data protection and privacy as may be applicable from time to time, which at the date of these terms means the Data Protection Act 2018 and the GDPR (EU General Data Protection Regulation 2016/679) and any successor legislation, applicable data privacy laws in the respective jurisdictions ("Data Protection Legislation"). Please refer to onefinestay [Privacy Policy](#).

23.7. Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so.

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23.8. Each party acknowledges that this agreement (as varied) and the conditions contain the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.