



Guest Terms and Conditions

Introduction

A binding contract between T&G and the guest comes into existence when T&G receives payment from the guest as set out in clause 1 below. If the guest decides to cancel after making a payment, cancellation charges as set out in clause 10 will apply. This contract and all matters arising out of it are governed by United Arab Emirates law.

Contract Date: 10 of August 2022

Property: x

Name of Guest: x

Accommodation Charge: x

Security Deposit: x

Date of Stay: 08/05/2022 - 08/05/2022

N/A

Definitions:

T&G: The property management company hereafter referred to as T&G.

T&G Guest: Hereafter referred to as the guest.

Important Summary:

T&G will provisionally accept a booking once a payment has been made, however the property is not confirmed until receipt of full payment. All bookings are provisional until confirmed in writing (via email) by T&G.

T&G does not accept bookings for large single-sex groups of guests for party events, unless they have obtained written permission prior to booking. If groups of this nature are found to be staying in the property without prior consent, T&G reserves the right to ask guests to vacate the premises

immediately.

T&G will accept Wedding Receptions, Parties and similar events upon an ad hoc basis. The guest should contact T&G prior to booking to ensure that this service can be offered. Should T&G not accept a provisional booking, the guest will be refunded the full amount of payment made.

Guests must supply T&G with copies of their passport and signed terms and conditions prior to or upon arrival to the property. To comply with the laws of the United Arab Emirates, T&G only allows persons named on the booking forms and for whom it holds passport copies of to stay in any property.

Upon arrival, guests are required to authorize T&G to block an amount on their credit card or paid by bank transfer prior arrival of AED 5,000 for apartments and AED 10,000 for villas. This is a refundable deposit which will be returned to guests within 15 days once the inventory check has been completed after check-out. Should there be any damage or outstanding payment that exceeds the amount of the deposit, the balance shall be directly debited from the guest's credit card or deducted from the bank transfer received.

The nightly rental amount does not include Tourism Dirham, VAT or security deposits. Guests who breach the following terms and conditions may be requested to depart the property immediately, prior to the original departure date.

Guests take sole responsibility for their actions within the T&G property, T&G will take no responsibility in the case that a guest breaks any rules or laws set out by the Dubai Government. Guests take sole responsibility for their safety while occupying any property and acknowledge that there are facilities that require adult supervision of children at all times.

T&G's terms and conditions may be subject to change at any time and without notice. Prior to check-in, guests are advised to consult us for the most up-to-date terms and conditions and a shortlist of amendments.

Making a Booking:

Bookings can be made via the different methods.

Subject to availability, T&G will provisionally secure the booking. A provisional reservation confirmation email will then be sent to the individual in whose name the booking is made in, asking for the below: Full upfront payment

Signed terms and conditions with credit card form

Passport copies of all those staying in the property

Details of flight (arrival and departure times), so that a meeting time can be pre-arranged

Guests are asked to read all of these documents sign and then return them to T&G. We request that the guest checks all dates, as any changes that are not noticed and reported to us within 24 hours may incur charges for the guest. If for any reason the documents are not able to be reviewed and signed by the guest prior to arrival, these will have to be signed upon check-in. Failure to do so could result in

booking cancellation.

Change of Name on the Booking:

Only those persons whose names appear on the Arrival Form may use the property and facilities available. No additional persons will be permitted to stay. The number of persons (adults and children) must not exceed the indicated maximum number of sleeping places in the property unless prior consent has been sought. The substitution of persons during the rental period is forbidden unless previously agreed by T&G in writing. T&G reserves the right to refuse the guest entry to the property if we are not satisfied that this condition has been met. In the event that the property is over occupied T&G serves the right to cancel the guest's reservation with no refund.

Date Changes by the Guest After Confirmation:

Occasionally, T&G has to change bookings if the guest booked for a 1 night stay only and will always endeavor to avoid this situation but does reserve the right to do so without Should the guest wish to make any changes to the dates of a confirmed booking, we must be notified as soon as possible. Whilst T&G will endeavor to assist, we cannot guarantee that such requests can always be met. Where we can make a requested date change, an amendment fee of AED 550 (five hundred and fifty dirhams) will be payable together with any costs incurred by T&G. Changes to the dates of a confirmed booking cannot be made if the guest's arrival is in less than 7 days, and if this happens it will be treated as a cancellation request and cancellation charges as set out in clause 13 will apply..

explanation to the guest.

If a booking has to be altered or cancelled by T&G, the guest will be informed as soon as possible and we will endeavor to offer an alternative. The guest can either accept the change, or request alternative accommodation. If the alternative is of a lower price, the guest will receive a credit note. If the price is higher, T&G may not charge the guest (at our sole discretion), or if the price is significantly more, we may request the guest to pay an additional amount.

If the guest chooses not to accept any of our alternative offers, then the guest can request a full refund minus any administrative and credit card processing charges. Payments will not be made for any costs or losses incurred by the guest as a result of any change or cancellation by us.

Lost Keys:

Keys, garage remote controls, electronic building and parking access cards must be returned to the T&G representative. Unreturned or damaged keys will be charged a fee of AED 550 plus VAT (5%), and unreturned or damaged garage remote controls, electronic building and parking access cards will be charged a fee of AED 1500 plus VAT (5%).

If the guest requires T&G personnel to visit the property they can contact us . All call outs in the event that guests are locked out of the property will be charged a fee of AED 550 plus VAT (5%).

Payment Terms:

At the time of making a booking, the guest is expected to pay 100% of their booking fee upfront. Prior to that a deposit of AED 5,000 is required to reserve apartments and AED 20,000 for villas..

Tourism Dirham:

Tourism Dirham Fee is a charge that is driven directly from the Department of Tourism and Commerce Marketing (DTCM). This fee is payable for each night of occupancy, per room within the entire property. The fee as seen in the opening of this contract, should be paid to T&G before or upon arrival to any of our properties. Each of our properties incur a charge of between AED 10 and AED 15 per room per night, to a maximum of 30 nights

1 month booking, no Tourism Dirham fee will be incurred.

Cancellation:

Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total accommodation cost of the booking. If the guest has already received the service for any extras specified in their booking, these will not be refundable under any circumstances. Amendment charges (ie. previous name changes, date changes) and credit card processing fees are also not refundable in the event of cancellation.

From the time the booking is cancelled, T&G takes up to 15 working days to place the sum of money back into the guest's bank account. Should for any reason this time frame not be adhered to, please email us and we will respond accordingly. If for any reason charges are incurred, T&G reserves the right to not pay these charges.

In the unlikely event that a guest who has already commenced their period of stay within one of the property, and whom wishes to cancel the remaining period of their booking, then the T&G team is under no obligation to refund the guest all (or a portion) of the payment already made to us by the guest for the said booking.

Upon departure the property must be vacated before 12:00 pm maximum. Please ensure all personal belongings are removed and that the property is left in the same general condition as upon arrival. Failure to comply with the above may result in an extra cleaning charge of AED 250 per hour.

Early Check-in:

T&G can accommodate early check-in from 9:00 am on the day of arrival, providing there is not someone departing from the property on the same day. Guests are advised to contact us no later than 24 hours prior to arrival to confirm if early check-in is permissible. Kindly note that there is charge of this service.

If the guest's arrival falls before our standard check-in time of 2:00 pm we recommend that the guest makes their reservation for one day earlier to guarantee complete access to the property.

Late Check-out:

T&G can accommodate late check-out up to 5:00 pm on the day of departure, providing that there is not another guest arriving on the same day. The guest is required to contact T&G a minimum of 24 hours prior to check-out to confirm if late check-out is possible. Kindly note that there is charge of this service.

If the guest's departure falls outside of our standard check-out time of 12:00 pm we recommend that the guest makes their reservation for one more day in order to guarantee their complete stay in the property.

Late departure is not permissible under any circumstances whatsoever; unless the guest has prior written agreement and has paid in advance. If the guest leaves the property after the agreed check out time of 12:00 pm and without written agreement, they will be charged an additional day at the same daily rate. In the event that a guest fails to check-out at the agreed upon time, T&G serves the right to remove all luggage and deliver it to our office. In this event, the guest will be contacted by phone and/or email with retrieval instructions. T&G accepts no liability whatsoever for any claims of loss or damage of personal belongings.

Booking extension:

The guest should inform T&G 10 days minimum prior check out if he wishes to extend his stay, if the Guest confirm his extension and cancel it afterwards a fee of 1000 aed / day will be deducted from the security deposit as compensation for T&G.

Security deposit:

5,000 AED for apartments, 20,000 AED for villas.

Dependent upon the inventory check of the property, this amount will be refunded maximum 15 days after check-out. Any damage, missing item, stains cleaning, broken accessories occurring during the stay will be charged to the guests and deducted from the security deposit. An invoice will be provided and if the amount is higher than the security deposit , the Guest will have 15 days to pay the difference. In case of non-payment T&G will have all the rights to pursue the Guest for non-payment.

Facilities and Services:

All properties are fully furnished to a high standard and include a kitchen equipped with appliances, cutlery, crockery, glasses and kitchen utensils. Guests are entitled to use these items; however, no items may be removed from the property. Unless otherwise specified, the prices quoted include internet service and television / cable license. The price also includes linens and towels sufficient for the guest's party.

Swimming Pools, Jacuzzis and Hot Tubs:

If guests are staying in an apartment, then the above facilities available in the property are maintained by the building management company. T&G therefore cannot be held liable if these facilities are in a poor state of maintenance or hygiene. Such instances are extremely rare, and T&G requests guests to advise them immediately so that it can be brought to the attention of the building management company for rectification. T&G cannot be held responsible in such events and no refunds will be available.

T&G will ensure that all facilities are tested by a certified pool maintenance company for safe chemical levels prior to each guest's arrival. If guests feel that these facilities are in a poor state of maintenance or hygiene then T&G advises guests not to use such facilities, and to advise them immediately so that the situation can be rectified as quickly as possible. T&G cannot be held

responsible in such event and no refunds will be available.

Please note that T&G holds no responsibility for events that occur in or near either communal or private pools. All facilities are used at the risk of the person using them. We will accept no liability or responsibility for any event that may occur.

House Keeping and Maintenance Services:

All properties are carefully prepared by our Housekeeping Team ready for each of our guest's arrival, however we also offers cleaning services:

Guests who stay in a property for 1 month will have 1 time per week, complementary cleaning Linen, towels and extra cleaning services may be requested outside of this agreement for an extra charge of AED 50 aed / hour, however 48 hours' notice must be given to us.

The T&G Maintenance Team makes regular property inspections, but should anything be out of order, the guest is required to inform us immediately. Malfunctions can occur in any equipment at any time and we cannot offer any refunds in such an event. Once a guest reports a maintenance issue , our team will endeavor to remedy the issue as quickly as possible.

Every effort is made to ensure the property is cleaned and maintained to an acceptable standard prior to arrival, however if a guest is not happy with the standard they are requested to report it to us within 6 (six hours) of arrival. If any cleaning items are not reported within this timeframe in writing (WhatsApp and email are included), then no extra service will be offered and the complaint will be counted as null and void.

Telephone Calls from Accommodation:

The telephone provided in each property is locked by the service provider to allow all incoming calls and only local and toll free outgoing calls. Sometimes however, the lock is released by a signal from the service provider rendering it open for all calls. If a bill is received for any chargeable outgoing calls during the time of the guest's stay, then the guest hereby agrees to pay for all itemized calls during these dates.

Inventory:

A full inventory inspection will be carried out prior to each guest's arrival. A copy of the inventory can be provided to the guest upon check-in and the guest will be required to report any missing items within 24 hours. Failure to report any items missing or damaged will result in a charge being levied against the Breakage Deposit in accordance with clause 12.

Vehicle Parking Spaces:

All properties have dedicated parking spaces. We cannot accept any liability for any loss or damage suffered to the guest's vehicle whilst they are using the complimentary facility. If any problems arise from the use of the parking space allocated, the guest is required to immediately report the problem to the building management company as we have no authority for the maintenance or security of this area.

Special Requests:

If the guest has any special request, T&G must be advised at the time of booking. Failure to meet any special request will not be a breach of contract. If the guest requires extras from us including but not limited to pre-arrival shopping, extra cleaning, swimming lessons or personal training sessions, we reserve the right to charge the guest an administration fee for this service.

Pets:

Pets of any kind are not permitted in any of our properties without Landlord permission and if they are found in any property, we reserve the right to terminate the guest's contract with immediate effect.

Personal Belongings:

T&G accepts no liability for the loss or damage to the guest's personal possessions in any of our properties during their stay. Whilst a complimentary digital safe is available in all properties, this is only supplied for the guest's convenience, and we do not accept liability if possessions are claimed to be in the safe or at the property and later claimed to be missing. If any lost items are left behind, the guests will be required to pay all shipping costs and an additional service charge of AED 550. T&G reserves the right to dispose of any items recovered that are not claimed within 30 days after the guest's departure from the property.

Guest's Obligation:

T&G expects all guests to have consideration for other people. If in our opinion, the guest or any member of their party behaves in such a way as to cause or be likely to cause:

Danger:

Upset or distress to any third party
Damage to the property
Damage to the reputation and/or goodwill of the company and property owner
Failure to provide sufficient documentation.

Then, T&G reserves the right to terminate the guest's visit without any prior notice and ask them to vacate the property immediately. T&G will have no further responsibility toward such guests, and no refunds will be made nor will we pay any expenses or costs incurred as a result of the termination.

Guests hiring our property should use them for only short term purposes, and accept that they will have no legal right to security of tenure as tenants. The guests are expected to maintain and leave the property and all its contents in the condition commensurate with the standard of housekeeping upon arrival.

Guests are reminded that during their stay with us, they should adhere to all rules and regulations set by the Dubai Government. If any situations occur where the guest disobeys the Dubai Government's rules and regulations, guests will take sole responsibility for their actions.

Guests who make any booking with us either online, through a third party or in person must be over the age of 18. If they are not, T&G reserves the right to cancel their booking.

Banned Substances:

If T&G discovers any evidence of banned substances at any of the properties, it will immediately report it to the police. Strict custodial sentences are handed out to those found in possession of any banned substances in the United Arab Emirates. Smoking inside the property is not allowed, only on the balcony or terrace if any. If there are any damages caused by a cigarette butts inside the property the Guest will pay for a deep cleaning for all furniture, mattresses, carpets for a cost of 2500aed , any burned items or furniture will be replaced and charged to the Guests.

Access:

Authorized personnel may at any time access the property for the purpose of carrying out urgent repair or maintenance work. We will make every effort to minimize any disruption to the guest's stay and for housekeeping and property viewing will give the guest a minimum of 24 hours' notice before a visit of this nature.

Medical Problems:

If the guest or any member of their party has any medical problems or disabilities that may affect their stay, the guest is requested to inform us prior to confirming the booking so that we can advise on the suitability of the chosen arrangements. In any event, the guest must give us full details in writing at the time of booking. If we reasonably feels unable to properly accommodate the particular needs of the person concerned, T&G reserves the right to decline the reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

Passports, Visas and Health Requirements:

It is the guest's responsibility to ensure that they are in possession of all necessary travel and health documents (including passports and visas - where applicable) before departure. Whilst we may offer advice, T&G is not obliged to make visa arrangements on the behalf of any guest, and each guest must pay all costs incurred in obtaining such documentation. All guests must check passport and visa requirements with the Embassy or Consulate of the United Arab Emirates before they intend to travel. Guests are advised to have adequate travel insurance.

Complaints and Problems:

In the unlikely event that a guest has any reason to complain or experiences any problems with their stay, they must immediately inform us. Any complaints received after the guest's booking has expired will not be accepted. If the guest leaves the property before the end of their booking without authorization from us, the guest will lose the right to any refund or discount unless T&G has breached the terms and conditions of the contract. Until T&G is informed about a problem or complaint, we cannot begin to resolve it. For all complaints and claims which do not involve death, personal injury or illness, we regretfully cannot accept liability. The guest must notify us of any such occurrence during their stay, as afterwards it may prove difficult for us to fairly and thoroughly investigate the guest's complaint. Should a complimentary stay be offered, the availability of the stay will be at our sole discretion and it will not be able to be utilized during the peak seasons such as EID/Christmas/New Year under and circumstances.

Force Majeure:

Whilst T&G will make every reasonable effort to ensure that the guest's stay is care free, we cannot accept liability or pay compensation for unforeseen events that take place in any property or at the building in which the property is located. Any such events which we could not, even with all due care, foresee or avoid, or that are out of the direct control of T&G will be considered as Force Majeure and not as negligence from our part, and no refunds will be available. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, power cuts, swimming pool closure, air-conditioning failure, lifts out of order, TV/telephone or internet service out of order, water shortages, construction noise, evacuation by the authorities or any similar events outside our control.

All property rentals on a website are subject to the local laws and legal conventions of the United Arab Emirates. Such laws may change without notice. In the event that new or existing laws governing the short-term rental of properties, which may have an adverse effect on such rentals (including, but not limited to prohibition of such rentals), come into effect, T&G will endeavor to relocate any pending arriving parties to alternative accommodation (to a similar standard).

Data Protection:

T&G is required to obtain guest information such as; name, address, any special needs etc. We take full responsibility to ensure that proper security measures are in place to protect the guest's information.

The information may be provided to security or public authorities such as customs/immigration if required by the United Arab Emirates law. We will not pass any information to third parties (unless the bank) and will delete credit card information within 125 days following the guest's departure. T&G may store some information for promotional purposes, should this go against the wishes of the guest they should inform us immediately.

Governing Law and Dispute Resolution:

This Agreement shall be governed by the laws of the United Arab Emirates, as applied in the Emirate of Dubai. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC – LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Dubai, United Arab Emirates. The language to be used in the arbitration shall be English.

Name Of Guest

Date of Signature

Guest Signature

