

PREVIOUS BOOKING TERMS & CONDITIONS

DVH Holiday Homes
LLC

Important: These are the previous Booking Terms & Conditions retained for reservations that were entered into under this earlier version. The wording below is the historical wording; it has only been reformatted for readability.

Definitions

“Operator” is DVH Holiday Homes LLC registration number 1149067.

“Guest or Guests” shall mean any individual or group of individuals who has a confirmed booking from the Operator for the temporary usage of the Property as their holiday home or short-term rental.

“Visitors” – shall mean any individual or group of individuals, other than the Guest, who are visiting but are not permitted to stay overnight at the Property unless a separate confirmed booking is obtained.

“Property”: is the licensed holiday home property (also referred to as vacation home or holiday home) to be used for vacation or short-term rental.

The Operator is operating a fully furnished and equipped Property that is to be delivered to the Guest fully functional at the date of entry and maintained throughout the stay period.

The Operator operates this Property abiding fully under the relevant regulations as defined by the Executive resolutions concerning the “Dubai Holiday Home Rental Regulations” issued by the Department of Economy and Tourism. These regulations describe in detail the Operator’s requirements in terms of the operational environment of the Property, requirements in terms of furniture and equipment as well as service offered to the Guest.

1. Booking General Conditions

A Booking: a legally binding contract for use of the Property as short term accommodation only, with a specified start and end date.

By making a Booking with us, online or by telephone, directly with the Operator or via a third-party Booking channel, you confirm that you have read and accept these Terms and Conditions, and agree to comply with and be bound by them.

If you make your reservation via a third party, then you have a separate legal relationship with that party and the Operator shall have no liability for any acts or omissions of such party including their compliance or non-compliance with our Booking Privacy Policy.

As stated in the listing, we are partnered with Know Your Guest – the leading vacation rental guest-screening provider. Before the booking begins, you will need to verify your details with Know Your Guest and pay a security deposit. Please make sure you complete your validation prior to check-in.

Booking Deposit

- Booking and arriving = 30 days before check-in, 100% of the booking is due immediately.
- Booking and arriving = 31 days or more before check-in, 30% of the booking is due immediately. Balance is due 30 days before check-in.

The Property will be held for 24 hrs to allow the Guest to arrange travel and payment. If payment is not received within 24 hours, the Booking will be automatically cancelled and the Property released back into our system.

Booking Cancellation by The Guest

Any cancellation or amendment request must be sent to us in writing, by email or post, and will take effect on the day we receive the written request.

Cancellation Fees

- 30 days or more before arrival date = 10% of the booking price.
- 29 - 15 days before arrival date = 50% of the booking price.
- 14 days or less before arrival date = No refund.

There will be no refund if the Guest voluntarily decides to stop using the Property and any services included in the Booking before the end of their stay.

Changes by the Operator

In case the Property could not be occupied because of unforeseen reasons, not attributable to the Operator, the Operator has the right to substitute the original Property with others with the same or superior characteristics, without any additional payment.

2. Payment Methods

- Bank Transfer (for Homeaway and Direct Bookings, details are included on the booking form or will be provided by our team).
- Visa/Mastercard or Debit Card (only for Direct Bookings, subject to a payment processing fee of 3.5% where applicable).
- Cash or UAE Cheques. All cheques must be cleared before check-in (only applicable for Direct Bookings).

The Operator will not be responsible for any currency difference and bank transfer charges when doing the transfer of money via any mode agreed, the transfer will only be done in AED.

3. Refund Policy

Refunds will be issued less any Cancellation Fee, via the original payment method and will be processed within 3 working days (Credit Card, Paypal, Bank Transfer, Cheque, or Cash).

4. Security Deposit

We have partnered with "Know your Guest" to provide you with a hassle-free security deposit process. During the booking process you will pay a refundable Security Deposit WHEN which is returned less an administration fee of 2% and deductions for any damage, loss or misuse or non-compliance with the terms and conditions and the Internal Rules. In any circumstance where Know Your Guest is unable to take the Security Deposit the same shall be paid directly to the Operator.

The standard Security Deposit is USD650 for apartments and USD1800 for villas. The Operator reserves the right to determine, in its sole discretion, based on factors such as duration of stay and number of guests, the amount of deposit required as security to the property and contents against damage, loss and/or breakages. Any difference to the standard security deposit will be clearly shown on Booking and in your Check-in Document.

Except in the case of normal wear and tear, the Guest shall be responsible for any damage, breakages or loss caused to the Property or its contents, whether such damage, breakages or loss was caused accidentally, through negligence, wilful default or irresponsible behaviour on the part of the Guests occupying the property or their Visitors.

The Operator will inspect the Property following Guest departure and in the event of any damage, breakages or loss, shall communicate this to the Guest within 2 days of departure. Where no damage, breakages or loss has occurred, the Operator will refund the security deposit within 14 working days after such inspection.

Where damage, breakages or loss has been found, the replacement value thereof will be deducted from such security deposit and the Operator will refund the balance of the security deposit, if any, once the remediation process is complete.

Should it be established that any damage, breakages or loss has occurred, the replacement value exceeding the security deposit held by the Operator, the Guest accepts responsibility and agrees to indemnify the Operator for such damage, breakages or loss and agrees to pay all the costs of repair or replacement of such loss, including costs of recovery, legal costs, court costs and other expenses if required. The same applies to non-compliance with the Internal Rules set by DET/DTCM and any Building Management Company Rules.

The Guest is liable for any loss or damage to Keys/Passes/Access Cards as per the Key Handover form. The Operator reserves the right to deduct any damages or losses from the damage deposit on departure.

Security Deposits are refunded by the same method as it was paid.

5. No Show

After 24 hrs of estimated arrival - No refund.

6. Amendments to the Booking

If your travel plans change and you must amend your booking, please do so at the earliest possible time. If you must change your travel dates the Operator will do the utmost to facilitate the date change, but the Operator cannot confirm that amendment requests will be fulfilled. You will have to pay any difference in price if the cost of the new booking is higher or be reimbursed the difference if the cost of the new booking is lower; If date changes cannot be made for your chosen Property, the Operator may offer a suitable alternative Property. Any amendments to the original confirmed booking may incur an Administration fee. No refunds will be given for travel plan changes or amendments.

Guests must abide by the Check-in and Check-out dates specified in the Check-in document. If the Guest wishes to extend their stay, the Guest must inform the Operator within a reasonable period of time before the Check-out date and expiry of the Check -in document. An extension is subject to the Property being available, the Guest's conduct during their stay and the Check-in Document's expiry and any subsequent Tourism Dirham due.

7. Final Cleaning

You will be charged a final check-out cleaning fee on booking as specified in your booking and Guest Check-In Document.

8. Tourism Dirham

Tourism Dirham are charged per room per night regardless of the number of guests, based on the following category classifications:

- Deluxe holiday home = AED 15 per room per night
- Standard holiday home = AED 10 per room per night

Tourism Dirham will be calculated for the first 30 consecutive nights of the Check-In only.

For longer stays, the maximum Booking period is 90 days, as per DTCM, after which the Booking needs to be renewed and Tourism Dirham Fee shall apply again for 30 nights.

9. VAT

VAT of 5% will be added to all Bookings (rent and services).

10. Accommodation

- Check-in time is 15:00 hrs (3 PM) should you wish to guarantee an early check-in we recommend you make your reservation one day earlier of your arrival as there is no guarantee the Property will be available for early check-in. Early check-in incurs an additional charge of AED 75.00 per hour.
- Check-out time is 11:00 hrs (11 AM) should you wish to guarantee a late check-out we recommend you make your reservation one day later than your departure time as there is no guarantee the Property will be available for a late check out. Late check-out incurs an additional charge of AED 75.00 per hour from 11.00hrs - 15:00hrs and after 15:00hrs, one full day charge applies.
- The Operator will not accept Bookings for large groups of same-sex guests without express written permission from the Operator prior to booking.
- The Operator does not accept bookings for wedding receptions, parties, or similar events.
- The number of occupants will be restricted as per the Property capacity, any extra person must be agreed prior to booking and will be charged separately.
- The Guest must supply the Operator with copies of all Guests' passports 7 working days prior to arrival.
- The Guest is required to comply with the Laws of the United Arab Emirates and to respect customs and culture while staying in the UAE. The Guest must comply with the regulations of residential areas.
- The Guest is liable for any damages they may cause to the Property, furniture, fixtures & equipment. The Guest is liable for any loss or damage to Keys/Passes/Access Cards as per the Key Handover form. The Operator reserves the right to deduct any damages or losses from the damage deposit on departure.
- Keys and Parking. Keys, passes, access cards and parking devices must be returned at your check-out.
- Operator Access. Any authorized member of the Operator may at any time enter the Property for inspection, housekeeping and maintenance. We will do our utmost to minimize disruption during your stay.

- The Guest is required to treat all the Operator's staff in a civil and considerate manner.
- The Operator and its Property Owners and their representatives, employees, agents and assignees do not accept any liability for the following: Death, personal injury, loss to persons, or personal effects, however caused, and in particular, resulting from the use of swimming pools and Property facilities.
- Neither the Operator nor the Owner can accept responsibility or liability for work taking place outside the boundary of the Property, or for noise or nuisance resulting from third-party activity over which the Operator or the Owner have no control.
- Regular landscaping and swimming pool cleaning services (where applicable) are undertaken by outsourced parties. The Operator shall not be responsible or liable for any inconvenience that may be caused through the supply of these services.
- The Operator will utilize its best efforts to provide a Property that is functional. Occasionally emergency, remedial or preventative maintenance is undertaken and the Operator shall not be held responsible or liable for any disruption any of these services may have on a Guest.
- The Operator shall not be responsible or liable for any disruption to service, such as water, electricity, satellite TV or internet, which may affect the stay of a Guest.
- All properties are rented on a Self-Catering basis and are fully furnished and equipped. No items belonging to a Property may be removed from such Property or its exclusive use area.
- All properties are rented as strictly "Non-Smoking" unless specified otherwise. Any Guest or Visitor found in breach of this condition shall be forced to vacate the Property and be liable for all costs associated with restoring the Property to a non-smoking status – including but not limited to sanitizing and dry cleaning of curtains and all fabric covered furnishings.
- To ensure efficient operation of the air conditioning systems Guests are requested from refraining using the air conditioning systems whilst windows and/or doors are open in the Property.
- All refuse is to be placed in the appropriate refuse bins located in the dedicated areas of the Property.
- Maximum Guests: The maximum number of guests allowed per Property is two adults and two children under 14 years of age per master bedroom or studio, two adults and one child under 14 years of age per additional bedroom, and only one person per domestic worker or guard.
- Guests are responsible for the behaviour of their Visitors.
- Maximum Visitors: The maximum number of Visitors allowed is one adult and one child under 14 years of age per bedroom, with no more than six visitors, except with the approval of the building or residential community management and the Operator's approval regarding the largest number of guests in special circumstances, not counting a domestic worker or guard's room.
- Guests and their Visitors must not conduct any illegal or commercial activities inside the Property and the premises at any time during their stay.
- Guests and their Visitors must abide by the Internal Rules set by DTCM contained herein and displayed at the Property, and any Building Management Company rules of which they are made aware.
- The building management company may view the passport photos or identity of the guests or take a copy only at the time of Check-in.
- Sub-letting a property to any third party is strictly forbidden and will result in the cancellation of the booking and subsequent expulsion of the occupants.

11. Your Personal Property

We accept no liability for the loss or damage to your possessions during your stay. We expect you to take out adequate travel insurance to cover any valuables that you bring. We also accept no liability for personal property that you forget to pack or leave behind. If we recover the lost property, you will be required to pay all shipping costs and an additional charge of AED 100 for the courier service. We reserve the right to dispose of any items recovered that are not claimed within 14 days.

12. General Terms and Conditions

- Any dispute or claim arising out of or in connection with this website shall be governed and construed in accordance with the laws of the UAE.
- United Arab of Emirates is our country of domicile.
- Minors under the age of 18 shall be prohibited to register as a User of this website and are not allowed to transact or use the website.
- If you make a payment for our products or services on our website, the details you are asked to submit will be provided directly to our payment provider via a secured connection.
- The cardholder must retain a copy of transaction records and Merchant policies and rules.
- We accept payments online using Visa and MasterCard credit/debit cards in AED.
- Multiple bookings/transactions may result in multiple postings to the cardholder's monthly statement.

13. Force Majeure

We cannot accept liability for unforeseen events that take place in your Property during your stay. Any such events will be considered a Force Majeure and not as negligence on our part, and therefore no refunds will be available.

Such events include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, swimming pool closure, power cuts, air-conditioning failure, lifts out of order, TV telephone or internet service out of order, water shortages, construction noise, evacuation by the authorities and all similar events outside our control.

Website Accuracy

The information and prices shown on our website may have changed by the time you come to book your stay. Whilst every effort is made to ensure the accuracy of the website and prices at the time of requesting the booking, regrettably, errors do occasionally occur. You must therefore ensure you check all details of your stay (including the price) on your booking acceptance.

Booking Privacy Policy

Personal information (including copies of identity documents such as passports, ID cards) you provide to the Operator directly or through this website to complete your Booking will be referred to in this Booking Privacy Policy as the "Booking Data".

The Guest understands that it is necessary for the Operator to process the Booking Data so that your booking for the Property can be fulfilled and to take all necessary steps that involves including amongst others, transmitting the Booking Data to the building/community management where the Property is located and to the Department of Economy and Tourism of Dubai for registration

purposes. Additionally, the Operator is legally bound to share such Booking Data with CID/Dubai Police or other official authorities if requested.

On receipt of the Booking Data, the Operator will become a data controller of the Booking Data and will use it for all purposes necessary to fulfil your Booking including contacting you prior to your stay. The Operator will not use the Booking Data for any purpose other than fulfilling your Booking and will need your specific consent to use it for any other purpose.

The Operator will only store the Booking Data for as long as is necessary to fulfil your Booking. The Booking Data will be destroyed, anonymized and/or deleted once your Booking has been fulfilled and all payment and administrative matters have been completed but in no case less than five (5) years from receipt thereof.

End of Previous Booking Terms & Conditions