

## FC Property Limited Booking & Occupation Terms and Conditions

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### 1. Application of terms and conditions

In these terms and conditions, we refer to you as our 'guest', 'client' or simply as 'you'.

These terms and conditions:

- (a) govern your occupation of any villa or other property ('Property' or 'room') made available to you by or through the services or systems of FC Property Limited ('FC Property', 'we', 'our' or 'us'); and
- (b) apply to all our services directly or indirectly made available online, through any mobile device, by email, by telephone or in person.

By visiting or using our website or our app, or submitting any request for a booking in whatever manner, and also on taking possession of a property, you agree to:

- (a) these terms and conditions; and
- (b) all other additional terms and conditions communicated to you at the relevant time, on your own behalf and on behalf of all members of your party.

No booking shall be treated as confirmed until the payments required by us and/or deposit have been provided.

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### 2. Bona fide personal bookings only

You must submit only legitimate bookings in good faith, for your personal use and the use of members of your party.

For bookings concerning business groups, meetings, seminars and other commercial purposes (more than 7 rooms) plus the corresponding extra services, please contact our Reservations Department. Different terms and conditions may apply in these circumstances.

You agree not do any of the following:

- (a) assign, transfer or resell your booking without our express prior written consent;
- (b) post your booking or offer your booking on any third-party websites or other platforms;
- (c) make speculative, false or fraudulent submissions or bookings, including any submissions or bookings in anticipation of demand.

You are solely responsible for your selection of services and whether they are suitable for your purposes.

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### 3. Our right of cancellation

We reserve the right to cancel or modify bookings in our sole discretion for any reasons, including where we are of the opinion that a customer has engaged in fraudulent or inappropriate activity, or if it appears that the booking contains or resulted from a mistake.

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#### 4. Standard of conduct

All guests must ensure that they:

- (a) use the Property responsibly and abide by standards of behaviour that are not contrary to good morals or public order;
- (b) comply with the rules, regulations and standards of behaviour set by us as the owner or manager of the Property;
- (c) respect the Property and all common areas;
- (d) respect and remain courteous with all employees, contractors and other guests;
- (e) comply with any applicable co-ownership rules;
- (f) comply with all health and safety rules and directives; and
- (g) comply with our reasonable directions given from time to time.

We reserve the right to refuse entry and to evict any guest if, in our reasonable opinion, we consider that this provision has been breached, in which case the guest shall not be entitled to any refund or compensation whatsoever.

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#### 5. Smoking

Guests are not permitted to smoke inside the Property or any enclosed areas inside the relevant complex within which the Property is located. Smoking is allowed in outdoor areas of the Property.

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#### 6. Children

All children under 16 years of age and forming part of your party must be accompanied and supervised by an adult at all times.

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#### 7. Pets

Pets are not permitted in the Property unless expressly otherwise agreed with you, in which case we can require an additional deposit or guarantee from you.

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#### 8. Photos non contractual

Regular improvements, replacements and changes are made in the Properties and their surrounds, so that the facilities and the Property layout may be different from the displayed photos. You agree not to make any claim against us and the owner of the Properties due to such differences.

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#### 9. Check-In / Check-out

Our standard check in and check out hours are as follows:

- Check-in: 14h00
- Check-out: 11 h00

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## 10. Compliance with occupancy description

You agree to comply strictly with the room occupancy description featured on the website in respect of the maximum number of persons and the adults/children classification that can occupy the specific room at any one time.

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## 11. Pricing

We adopt dynamic pricing and the price of our rooms, products and services fluctuates based on demand and other factors. Before confirming a reservation or purchase, we will provide you with the total price for the requested reservation or purchase. Depending on the room rate and options selected upon booking, payment may be due at the time the reservation is made or at a later date.

The price you pay is the price quoted to you at the time you make your reservation or purchase, except that if Value Added Taxes or other government taxes or surcharges are included within the price and change between the date of your reservation or purchase and the date of your stay, we will adjust the rate that you pay unless you have already paid for the reservation, product or service in full before the change takes effect.

Unless otherwise specified, meals and other extras are not included in the room price but you may be able to add them to your reservation during the booking process or they may be available to you during your stay.

The prices quoted do not include passport or visa handling, travel insurance, airport and port taxes, gratuities or other similar charges unless otherwise expressly specified. You may pay using any one of the currencies supported by our site. The applicable exchange rates of the supported currencies shall be determined at our sole discretion, or by our payment processing provider, as the case may be. We shall not be liable for any exchange rate losses incurred by you as a result of any credit card or other transactions effected to us.

Payments can be settled by bank transfer, and we shall send you our bank account details. To note that any applicable bank charges are at your cost.

Once the payment has been processed, please send us a copy of your bank transfer for our follow-up, and as soon as we will receive your payment, we will send you your booking confirmation.

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## 12. Condition of the property

The Property and its contents are made available to you in perfect condition for use and operation and an inventory will be provided to you prior to you taking possession of the Property.

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## 13. Security bond

Unless another amount is required by us, you must provide to us a minimum-security bond of 500 € in cash deposit or credit card imprint upon check-in as security for the performance of your obligations in connection with the Property, including your obligations as set out in this document.

We may appropriate any part of the amount held by us as security bond for any amount that is due to us or towards damages or losses caused by any breach of your obligations in connection with the

Property, including (without limitation) for the costs of repairing any damage (fair wear and tear excepted) or for the replacement of damaged or missing items.

In the event of a no-show or a last-minute cancellation, the cost of the complete stay will be debited as a fixed indemnity from the payment method specified by the customer in the reservation.

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#### **14. independent contractors**

Some of the services and/or activities offered at the Property may be offered and carried out by persons independent from FC Property Limited.

You agree that, if the said services/activities happen to be available at the Property, they are not carried out under our responsibility but under the responsibility of independent contractors and you will not make a claim against us in connection with these services/activities.

We may ask you to sign a registration/disclaimer form prior to entitlement to make use of the said services/activities.

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#### **15. Payment conditions**

Unless agreed otherwise by us in writing:

- (a) a deposit of 50% of the total amount due is required to confirm and secure your booking;
- (b) the remaining balance should be settled 10 days before arrival date or directly at the Property upon arrival and before possession is given to you; and
- (c) in case of a "Non-Refundable" offer, 100% of the total amount due will be required to confirm and secure your booking.

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#### **16. Reimbursement**

If we are required to effect a refund, the relevant amount will be transferred back by us to the bank account used to make the original booking. Any booking charges applied will not be eligible for reimbursement.

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#### **17. Travel insurance**

Our prices do not include insurance and we strongly recommend that you take out appropriate travel insurance.

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#### **18. Classification**

Property star ratings are indicated as a general guide. Star ratings may differ according to the country where a property is located and are not necessarily the official local rating.

Standards can also vary between accommodation of the same class in the country.

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## 19. Time-limit to make claims - where claims are to be made

All claims made by the Client in relation to the services or in relation to their stay shall imperatively be made in writing to us within 24 hours from the event giving rise to the claim. Failure to do so by the Client shall render the claim inadmissible. All claims must bear the mention:

'Booking Claim + Reservation Number/Lastname' in the mail subject.

Claims shall imperatively have to be made either by e-mail at [mauritius.rentals@fineandcountry.com](mailto:mauritius.rentals@fineandcountry.com) or hand delivery at the following addresses: Fine & Country, Chemin Vingt Pieds, Grand Baie, Mauritius.

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## 20. Relocation/ rebooking

In the event of unavailability of the chosen residence, or in a case of force majeure, the Property reserves the possibility of fully or partially relocating the Client to an equivalent category residence for the same type of services, with all costs involved in the transfer being payable by the chosen residence. No additional compensation will be paid. In case of airline seats not being available as booked, it is the responsibility of the airline to rebook the customer

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## 21. Force majeure

FC Property Limited cannot be held liable with respect to the customer for failure to execute its obligations resulting from an event of force majeure.

Cases of force majeure shall be construed as meaning any event of natural disasters, adverse weather conditions, risks of natural hazards (such as approaching hurricanes, cyclones or other storms, fire, flood, drought, war, warlike commotion, political unrests, boycotts, riots or civil commotions, terrorist attack or threats, strikes, outbreaks of illnesses, epidemics, pandemics, health emergencies, government imposed curfews, limitations of movement or other measures, industrial disputes, unavoidable technical problems with transport, machinery or equipment, power failure, or any other events which make it impossible for clients to travel to the destination where the Property is located.

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## 22. Cancellations

Cancellations and amendments to confirmed bookings are subject to the following fees:

	LOW SEASON	HIGH SEASON	PEAK SEASON
60 days prior to arrival	-	-	100%
46 - 60 days prior to arrival	25%	50%	100%
45 – 31 days prior to arrival	50%	75%	100%
less than 30 days prior to arrival	100%	100%	100%
No-show & unexpected departure	100%	100%	100%

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### 23. Specific Covid-19 Pandemic cancellations

No cancellation charges will be applicable for bookings postponed within 12 months from original travel dates in the event of a curfew, lockdown or closure of borders of your country of origin or in Mauritius due to Covid-19.

The following cancellation policy shall apply in case on non-rebooking:

- 7 days before arrival: 50% penalty
- 2 days or less before arrival: 100% penalty

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### 24. Contact information

If you have any questions about these Terms & Conditions, please contact us at:

Fine & Country  
Chemin 20 Pieds, Grand Baie, Mauritius  
Email: [mauritius.rentals@fineandcountry.com](mailto:mauritius.rentals@fineandcountry.com)