

Akumal Villas

Terms and Conditions

RESERVATIONS AND DEPOSITS

A deposit and signed rental agreement are required within 1 to 7 days of making a reservation, depending on your arrival date. Final payment is due 60 days prior to your arrival date. For all HOLIDAY bookings (Thanksgiving, Christmas and New Years) the deposit payment is due within 7 days after confirming a reservation and the balance is due 180 days before arrival date. For last minute bookings (arrivals within 60 days of reservation date) FULL PAYMENT is due within 3 days. Failure to pay on time will result in automatic cancellation of the reservation and automatic forfeit of all monies paid to date.

SECURITY DEPOSIT VOUCHER

All guests agree to surrender property in the same condition as it was at the commencement of the rental period. Damages include accidental breakage or damages to the property in excess of "normal wear and tear" which is deemed to be a maximum of \$50.00 USD. Any damages in excess of this amount will be charged to the credit card listed on the Security Deposit Voucher. In lieu of a signed Security Deposit Voucher, a wire transfer or cleared check will be accepted.

TRAVEL DOCUMENTS

Check-in instructions with driving directions are emailed when Final Payment, signed Security Deposit Voucher and email reply stating Guest has read and agrees to the terms and conditions in the Rental Agreement. Instructions will not be emailed until these 3 items have been received by Akumal Villas.

CANCELLATION/RESCEDULE POLICY

Cancellations are effective on the date written notice is received by Fax or e-mail in our office.

Cancellations: All payments are non-refundable and non-transferable, unless Akumal Villas is able to re-rent the same property for the same rate and dates of travel, subject to a \$200 cancellation fee. Cancellations made 30 days or less prior to arrival are 100% non-refundable.

Rescheduling: You may reschedule 30 days or more prior to your arrival date, with the same property and number of nights, for travel within one year of the original check-out date, subject to a \$50 rescheduling fee. Rescheduled reservations are subject to availability and price increases, and the weekly rate is based on the new reservation dates.

Holidays: Holiday reservations may NOT be rescheduled. Holidays include Thanksgiving, Christmas and New Years.

TRANSPORTATION, SERVICES AND ACTIVITIES

Changes: Once reservation is under deposit, a \$25 fee applies to changes in travel arrangements. 14 days or less prior to arrival, the fee is \$50 per reservation.

Cancellations: Once reservation is under deposit, a fee of \$50 cancellation fee applies. 30-15 days prior to arrival, the fee is \$100 per reservation. Reservations are non-refundable if cancellation is made 14 days or less prior to arrival.

Vendor fees: Additional change and cancellation fees may be charged by service and activity vendors within 30 days of arrival date or during holiday periods. These fees will be assessed in addition to the fees listed above.

RATES, ACCOMMODATION SUBSTITUTION AND AMENITIES

All prices, services and amenities are subject to change without notice. Akumal Villas reserves the right to substitute

similar services, accommodations or amenities if they become unavailable due to circumstances beyond our control or if a price, service or amenity was shown or quoted incorrectly. All prices are in U.S. Dollars.

USE OF PROPERTY

Each reservation is for a specified number of guests and/or rooms. Akumal Villas reserves the right to charge for additional guests and/or rooms. Do not exceed the maximum sleeping capacity of your reserved property. Any use of the dwelling other than residential use during a family vacation must be approved in writing by the Akumal Villas. If the Guest agrees to submit a request for approval to the Akumal Villas and adhere to the determination on that request. If Akumal Villas approves the event, the Guest will be required to pay an "event fee" and an additional Security Deposit. If the Guest misrepresents an event, he/she will forfeit the security deposit paid and may be asked to vacate the property without being entitled to any refund.

CHECK-IN/CHECK-OUT TIMES

Check-in time is 3:00PM. Do not use the villa or premises before this time. Check-out time is 11:00AM. In order to prepare the villa for the next arrival, we ask that you depart no later than 11:00AM.

REFUNDS

Any unused portion of accommodation, transportation, service or activity is non-refundable. Akumal Villas will not issue refunds for non-functioning or closed amenities (such as, but not limited to, Internet service) or malfunctioning equipment.

TRAVEL INSURANCE

We highly recommend that all guests purchase [travel insurance](#) in the event of unforeseen circumstances.

PRICES DO NOT INCLUDE

Prices do not cover expenses or services not mentioned, including but not limited to air and ground transportation, passport and visa fee, tips for personal services, meals, beverages, parking fees, insurance, resort fees, telephone calls, laundry service, cleaning and other items of a personal nature.

INTERNATIONAL TRAVEL DOCUMENTATION

U.S. citizens are required to present a valid passport when traveling to Mexico. Unaccompanied minors or minors traveling without one or both parents must carry a notarized letter signed by both parents giving them permission to do so. Citizens of other countries should check entry requirements with the Mexican Consulate, ticketing agent or airline. Requirements may change and it is the responsibility of the Guests to ensure they have the correct travel documentation to enter Mexico and return to their homeland. No refunds will be made to passengers affected by their failure to possess proper documents.

INCLEMENT WEATHER

Akumal Villas will not issue any refunds, or portion thereof, for inclement weather, hurricane evacuations or any other natural disasters. Agent has the right to cancel reservations if dwelling is rendered uninhabitable because of hurricane damage (destruction of home, loss of power and other services, etc). In the event of a mandatory hurricane evacuation, guests will be allowed to reschedule any unused nights within 12 months in the same season or pay any difference of rate for another season. Guests may purchase travel insurance which may cover unforeseen weather circumstances, mandatory hurricane evacuations and other natural disasters. It is the responsibility of Guests to verify coverage with their travel insurance carrier.

PHYSICAL DISABILITIES

Mexico does not conform to U.S. American Disabilities Act standards, and therefore facilities for disabled persons are extremely limited in Mexico.

LIMITATION OF LIABILITY

Akumal Villas is acting hereunder as an agent for accommodations, transportation, services and activities, and maintains no control nor assumes responsibility over the equipment, facilities, operations, agents or employees of the owner of the accommodation and shall not be liable for any claim, loss, damage, cost of expense, or any person occupying or visiting the accommodation arising out of personal injuries, accident or death; property loss or damages; loss or changed itinerary resulting from any acts or omission of the owner of the accommodation, his employees or agents, or any other party not under the direct employment and control of Akumal Villas or from any natural disaster, war, strikes, government or any other event or cause beyond its control. Each guest agrees that he/she is voluntarily participating in any and all activities, risks, and use of the accommodations, and hereby assumes all risk of injury, illness, damage or loss to person and property that might result, including, without limitation, any loss, damage, delay or theft of personal property and baggage. It is recommended that each guest procure **travel insurance** for the protection of persons and property and with respect to personal liability, while traveling to and from the occupying accommodations.