



# ABRACASA GOA

## HOLIDAY HOME SERVICES - GOA, INDIA

Under registered name Abra Casa Hospitality Services Pvt Ltd

Company address:

AbraCasa

155/2 Rauta Vaddo

Nagoa

403516

Tel: +91 9822 166836

E-Mail : abracasagoa@abracasagoa.com

### Collaboration Agreement

This agreement is made between **Abra Casa Hospitality Pvt.Ltd, Abracasa Limited** hereinafter referred as **ACH or ACL**, having its registered office at 155/2 Rauta Vaddo, Nagoa, 403516, Goa, India 21 Marholm Close, Pendeford, Wolverhampton, UK

And

....., hereinafter referred to as the (**OWNER**) for the purpose of this agreement, having its Residence

.....

The purpose of this agreement is to establish the basis of collaboration between (**OWNER**) and **ACH/ACL** for the outsourcing of rental management/maintenance for rental properties in Goa. This agreement relates to Residential rental property management/maintenance.

#### a) Obligations of ACH (where requested)

- a) Provide management for the property and to provide recommendation for improvement in relation to the **OWNER's** property; Subject to the appropriate requests on sign up REF; Appendix B
- b) To share rental property details with **.OWNERS, AGENTS, RENTAL WEBSITES**
- c) To provide information regarding **OWNERS** properties requiring maintenance. And fix where appropriate. Permission of the owner is NOT required to fix a fault that requires urgent attention or impacts on the rental capability of the property. **ACH/ACL** will seek the permission of the **OWNER** if the issue will cost in excess of Rs5000 or is for cosmetic purposes only.

- d) Where required and instructed by the **OWNER** are to visit the properties to obtain further details and photographs. At such time will notify with the appropriate information and charges are payable as outlined in the attached service schedule – Appendix A.
- e) To take bookings in relation to rental advertising and to notify via BOOKERVILLE calendar management system or whichever system ACH are currently using to track availability of an **OWNERS** property.
- f) To respond to enquiries received by any means from **OWNERS/RENTERS** in a timely manner (normally within 1 working days).
- g) Communicate any variations to prices or package descriptions, relating to the services provided by **ACH** in no less than 5 working days before the change.
- h) To handle all enquiries and collection of payments relating to properties (rentals and property management packages)
- i) To act with integrity and good faith
- j) To provide management and maintenance services to guests & clients.  
Subject to the appropriate agreement Ref: Appendix B
- k) Ensure the premises are clean prior to the arrival of guests. Ref: Appendix A.
- l) Provide Guests with a 24 hour emergency number. Ref: Appendix A (out of hours fees) where guests can message if they emergency assistance with regards to the property.
- m) Any keys held by **ACH** are held on trust and secured in a key holding cabinet when they are not in use.
- n) Give each owner access to a BOOKERVILLE calendar.

## **2. Obligations of OWNER**

- a) To provide any intention of property occupancy and to complete calendar as directed by **ACH** from **ACL**
- b) To respond to enquiries received by any means from **ACH/ACL** in a timely manner (normally within 1 working days).
- c) Provide **ACH** with a 24 hour emergency contact number.
- d) To keep their calendars up to date. If a double booking is incurred because **ACH/ACL** were not informed of a booking **ACH** has the right to pass on any fines incurred to the owner who must pay these.
- e) To register the property with the local Panchayat and Department of Tourism (if renting) and gain all necessary written permissions and renew on a yearly basis.
- f) To be responsible for payment of local taxes from rental income made
- g) To keep a positive float balance with **ACH** on or above Rs3000 at all times.
- h) If an **OWNER** sells the property before all bookings taken by **ACH/ACL** are completed, or does not inform ACH/ACL of the sale the **OWNER** will be liable for finding alternative accommodation for the guests booked into the property

at the cost of the **OWNER**. If **ACH/ACL** become involved in finding alternative accommodation and costs are incurred to **ACH/ACL** the **OWNER** will be responsible for payment of these costs on request.

### **3. Schedules**

- a) It is agreed between the parties that the services schedule produced by and attached to this agreement as Appendix A,B & C governs the obligations of services provided by **ACH/ACL** for the purpose of this collaboration agreement.

### **4. Payment & Records**

- a) **OWNER** will pay within 15 days of the date of the relevant invoice (s), All invoices are payable prior to commencement of purchased services.
- b) Where any payment pursuant to this agreement is required to be made on a day which is not a Business Day, it may be made on the next following Business Day.
- c) **ACH** will pay within 30 days of the rental income being paid to ACH/ACL subject to cleared funds being received from the client to such Bank as the **OWNER** may from time to time specify from the date of the invoice. **ACH** will occasionally hold funds subject to REF; Appendix A.
- d) Each party shall keep, or procure that there are kept, such records and books of accounts as are necessary to enable the amount of any sums payable by its pursuant to this Agreement to be accurately calculated.
- e) Each party will keep where any sum payable pursuant to this Agreement is calculated in a currency other than (INR) Indian Rupees it shall be converted into INR by reference to the relevant buying and selling rates as calculated by OFX or any other Forex service chosen by **ACH/ACL** on the day its transferred .Where the rent payment is not sent direct to the **OWNER** it is retained by **ACH** and paid into the float of the **OWNER** held by **ACH**.
- f) All prices and commission percentages mentioned with this agreement are subject to change during the agreement by **ACH** at any time.

### **5. Rental Advertising**

**ACL** will provide rental advertising on behalf of the **OWNER**

- a) Advertising will be placed on reputable rental sites as decided by **ACH/ACL**
- b) **ACL** will be responsible for dealing with all enquiries on the advertisements placed by **ACL** and will charge the rental price as stated on the advertised websites. **ACL** will have the discretion to give small discounts on the advertised price to secure a reasonable booking if **ACL** feel it is in the interest of securing a booking for the **OWNER**.
- c) **ACL** will whenever possible take payments in FULL via the internet before any guest is checked into the property.
- d) **ACL** choose the preferred payment method for each property as outlined by [www.abracasagoa.com](http://www.abracasagoa.com) or designated rental websites on which **ACL** place advertisements.
- e) Check in and check out times for all **ACL** guests is decided by **ACL**. Guests arriving out of hours will be given the check in times BEFORE they book and will be expected to adhere to them or adhere to **ACH** arrangements for out of hours arrivals.
- f) Rents will be paid to **ACL** via designated websites **ONLY AFTER CHECK IN**. Rental income will be paid out to the owner, or held in the float of the **OWNER** within 30 days of guests checking out (minus commissions) or within 30 days of **ACH/ACL** receiving the payments in the case of delayed payments.. This payment will be made via BANK TRANSFER to a designated bank account controlled by the **OWNER**.
- g) Where rental income is paid to the **OWNER** via **ACH** a deduction of between 12 and 28% will be made by **ACH** to pay GST as per Government guidelines.
- h) If the **OWNER** is owing float money to **ACH** for services carried out by **ACH**, this will also be deducted from the rental income before it is paid out to the **OWNER**.
- i) **ACH** will provide the **OWNER** with links to update **ACH** rental calendars via BOOKERVILLE. It is the responsibility of the **OWNER** to immediately block their own BOOKERVILLE calendar should they require their property for their own guests, themselves or family to avoid **ACH** filling dates seen as vacant. If **ACH** incur cancellation charges due to the **OWNER** failing to update the calendar or informing **ACH** via email or their own requirements for the property, the **OWNER** will be charged these fees.
- j) The **OWNER** must notify **ACH** immediately of any price changes. Once this is done **ACH** will be able to remove their property from listings for up to 7 days to allow prices changes to be updated. **ACH** will not be responsible if bookings are taken on old prices if **ACH** have not been informed of updates within a reasonable time.
- k) The **OWNER** agrees to the TERMS and CONDITIONS sent by **ACH** for guests staying in the property, See APPENDIX C
- l) For Rental advertising rates please see appendix A.

- m) **ACH** can not be held responsible for variations in rent received through changes in exchange rates or banking charges, stay discounts as per directed by each website.
- n) On the rare occasion of a booking being deemed as fraudulent and guests not arriving or payment being withdrawn by a website **ACL/ACH** will not be responsible for refunding any property set up fees incurred to the **OWNER**.
- o) If costs are incurred by **ACH/ACL** through a deemed fraudulent booking which is out of control of **ACH/ACL** owners will be invoiced for 50% of the costs incurred.

## 6. Termination

It is agreed that this agreement is for a period of twelve months or until all future bookings taken by **ACH/ACL** are completed and will continue thereafter subject to three months' notice by either party and subject to the **Obligations** being met on the above. It is expressly agreed and acknowledged by both **Parties** hereto that notwithstanding anything to the contrary under the laws of the **Territory**, that either party shall not be entitled to any compensation in respect of lost or anticipated profits or revenue, upon the expiry or upon termination of this Agreement by either party.

Signed

Sarah Blower on behalf of Abracasa Hospitality  
PVT LTD and Abracasa Limited



Signed

Print Name

Date .....

Owner

## Appendix A

### Service Level Schedule and prices

#### **Service**

- ❖ **ACH** will conduct checks of the property, when it is not occupied, (if the **OWNER** has agreed to pay for cleaning/monsoon minding visits) in order to ensure that there are no security issues including, but not limited to; broken windows, gates. **ACH** are not liable for any costs associated with making right of such security issues and are furthermore not liable for any losses of any kind through break-ins or wilful damage to the property whilst under their care. **ACH** are not responsible for contacting the relevant authorities regarding break-ins and any loss arising from this or any kind of activity that does not involve **ACH**.
  
- ❖ **ACH** will provide a 24 hour emergency on-call number, details of which will be passed to the tenant upon arrival at the property. Communication outside office hours of 9am and 6pm are for emergencies only. Most communication will be via message or Whats app.

#### Management for Rental Guests

- ❖ Keys will be held securely at **ACH** offices and not marked with property address or contact details.
  
- ❖ **ACH** will clean the property prior to tenants arriving. As a minimum, **ACH** will check the property and remove any rubbish on departure. All cleaning services are subject to the necessary equipment being available at each property. This equipment includes as a minimum, but is not limited to, floor mop, dustpan, broom, bucket, toilet brush, bin liners, cleaning products. **ACH** will also Meet & Greet the Clients on arrival at the property, during office hours. For guests arriving out of office hours **ACH** will charge the **OWNER** out of hours visit charges if guests do not use **ACH** recommended taxi service for secure key handover or a suitable secure lock box.
  
- ❖ **ACH** will collect in advance off all foreign guests C form information to meet the Govt requirements and submit to the local Police. IF at least 7 days' notice is given of Domestic guests, stay along with a valid email address **ACH** will contact all Domestic guests and request ID proof. If less than 7 days' notice is given it is for the

**OWNER/AGENT** taking the booking to send guest ID proof to **ACH** and is responsible for any action by authorities should this not be done.

- ❖ **ACH** will provide cleaning services to a designated property. The services will be timed to coincide with the arrival and departure of Clients and mid stay services as directed by the **OWNER**. If less than 7 days notice is given for guests arriving, the cleaning schedule can be decided by **ACH** depending on availability. Wherever possible **ACH** will try to ensure that the cleaning of the property is undertaken during the daytime when the Clients are not present to avoid any inconvenience for both parties. Services to be provided include, but are not limited to, dusting throughout the property, washing of floors, cleaning of bathrooms and kitchens, changing of bed linen and towels. Washing of guests dishes/utensils is NOT included.

### **Other Services**

- I. Visit and air the property
- II. Clean the property
- III. Maintenance
  - ACH** are able to resource and project manage any renovations to any property under their care at any time. All such projects are to be pre-approved and **ACH** are not obligated to undertake any such project. **ACH** will charge 20% administration fee additional to actual costs of labour and materials for the project management and resourcing of such projects. Works will only be undertaken once express permission for such works has been received from the **OWNER** for large jobs, for small jobs **ACH** will go ahead to ensure the guest is not left without.
- IV. Payment of bills (Rs100 per bill)
- V. Additional visits
- VI. Welcome pack
- VII. Complete C Forms and submit online, submit check out details on guest departure.
- VIII. Arrange airport pickups. (if requested by guests)
- IX. Return airport transfers.(if requested by guests)
- X. Will gather all travel information from Clients (time permitting)

## CLEANING CHARGES

Up to a max of

Hour Clean (1 bedroom Apartment)	₹ 380
Hour Clean (2 bedroom Apartment)	₹ 430
Hour Clean (3 bedroom Apartment)	₹ 480
1.5 Hour Clean (2 bedroom Villa)	₹ 480
1.5 Hour Clean (3 bedroom Villa)	₹ 530
1.5 Hour Clean (4 bedroom Villa)	₹ 580
Extra Sofa Bed	₹ 50
Additional Cleaning (Per Hour)	₹ 150

## VISIT CHARGES

Air & Visit	₹ 360
Additional Visits	₹ 360
Meet Greet (meet at property, key handover, introduction to property)	₹ 360
Out of Hours Visit (pre 9am post 6pm inc. Xmas Day)	₹ 600
Departure Visit Collect laundry / keys / remove rubbish	₹ 360

## LAUNDRY

Laundry (collect & wash) per item	₹ 25
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## C Forms

Guest C form C form collate all online info given by guest and register in the online registration system. Book guests out with the FRO on departure.	₹410pp
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## Maintenance & Shopping

Payment of Bills	₹100
Maintenance / Shopping	20%

## Advertising and Renting

Taking photographs and placing rental advertisements on <a href="http://www.abracasagoa.com">www.abracasagoa.com</a> reputable rental websites worldwide	FREE
<b>ACH</b> Rental commission per booking	10%
Advertisers commission (websites)	(Variable)

Website commissions are variable, depending on site and type of subscription, these are always added to the owners asking price.

£1 per day is placed on top of all advertised prices to pay for advertising /access to BOOKERVILLE software costs.

By agreeing to this collaboration, you agree to allow **ACL** to place your property on BOOKERVILLE and increase your rate by the said cost to cover fees.

Any local taxes in the UK are charged on and above the rental price hoping to be achieved.

Advertised prices will differ for each website as levels of commission and services fees are different for each site used.

For stays of over 7 days certain discounts will be applied and the daily rate will NOT be used.

Any funds paid to India via **ACH** will be subject to a GST deduction at the applicable rate before it is paid to any owner.

The 10% charged by **ACH** is for rental advertising ONLY, all fees for servicing the apartment and dealing with guests are charged separately as per instructed.



# ABRACASA GOA

HOLIDAY HOME SERVICES - GOA, INDIA

## Appendix B

### Client Services Required

#### Services Required

- Monsoon Airing \_\_\_\_\_
- Rental Guest Services (cleaning and laundry) \_\_\_\_\_
- Other services (please specify)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### Period of Contract

- 12 months from signing date \_\_\_\_\_
- Until contract is terminated by either party \_\_\_\_\_

AbraCasa Hospitality Services Pvt Ltd  
Website - [www.abracasagoa.com](http://www.abracasagoa.com)  
Email - mail@abracasagoa.com

## **Appendix C**

### **Terms and Conditions for rental guests**

This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date written below by and between the undersigned person(s) or company (the "Guest") and the undersigned owner, manager or agent ("Rental Agent"), pursuant to which the Guest has agreed to rent the residence described below (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

#### **OCCUPANCY**

Guest agrees that no more than [Max Guests] persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

#### **CONDITION AND USE OF PROPERTY**

The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Rental Agent shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as hot tubs, pools, spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbours, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

Payment – All guests booking online agree to pay website fees/credit card transaction fees in addition to the rental price. These are NOT refundable under any circumstances.

#### **SECURITY DEPOSIT**

Security Deposits (if paid) are returned to guests within 30 days after check-out (via where possible the method used to make the payment) if the following criteria are met:

- a. Number of occupants does not exceed the rental contract.
- b. Check in/out according to times arranged.
- c. No damage to building, furniture, or appliances.
- d. The departure checklist is completed satisfactorily.
- e. The registration Forms are completed, (C Forms for Foreigners, and ID proof for ALL Indian Nationals) these will be emailed onto you.

## RENTAL RULES

- a. No smoking. All of our rentals are non-smoking. By replying to this contract, you are stating that you will not smoke in our vacation rentals. You will lose your deposit if evidence of smoke is found once you check out.
- b. You and your guest are using the home at your own risk. We nor the owner of the property will be held responsible for any injuries that occur at the vacation rental or for any lost or stolen items.
- c. You will observe any rules relating to the Complex you are residing in.
- d. Do not move the furniture.
- e. No noise after 10pm.
- f. No illegal substances are allowed in the Rental (Police will be notified if there is any evidence of misuse).
- g. The Rental is not used for any illegal, immoral means

## CHECK-IN

Check in times will be 14:00 (Unless arranged with prior notice).

Adhere to check in times to allow our crews time to clean. DO NOT check in early and unload belongings into a yet-to-be-cleaned property as our crews cannot clean a rental with personal property in it.

## ARRIVAL INSTRUCTIONS

If you have requested a taxi you will be met at the airport by our driver.

Our driver will take you to your property. If it is out of office hours (before 9am and after 6pm) he will be in possession of the keys, you will be given a welcome letter and details of what time someone will visit you. If within working hours where possible we will meet you at the property and the driver will inform us of your progress, The keys will then be handed over personally.

If you are using your own driver please note check in is between 9am and 6pm if you will be arriving out of hours PLEASE INFORM YOUR DRIVER TO VISIT OUR OFFICES 24 HOURS BEFORE ARRIVAL TO COLLECT KEYS WE ARE NOT RESPONSIBLE IF YOUR DRIVER FAILS TO COLLECT KEYS.

UNDER NO CIRCUMSTANCES, USE AIRPORT DRIVERS OUT OF HOURS;

- i) They will not have keys

- ii) Key-holder will not be available
  - iii) Airport drivers will rarely be able to find the property
- If you are arriving in your own vehicle, please see:-

There is no check in before 9am or after 6pm so please plan your arrival times accordingly.

Driving Instructions your chosen property will be forwarded at a later time.

## CHECK-OUT

Check-Out time will be before 11:00 (Unless arranged with prior notice)

Late checkout will result in loss of deposit.

## DEPARTURE INSTRUCTIONS

Before you leave, we just ask a couple of favours to help our housekeepers prepare for our next guests.

Please take all rubbish, including bathroom garbage bags, out to the designated garbage area

Please wash all utensils, plates, mugs etc

Please ensure A/C and geysers are switched off

Please lock all doors and close all windows.

Leave the keys inside the apartment, and pull door shut after you leave.

## CANCELLATION POLICY

A £15 processing fee will be charged for all cancelled reservations.

A reservation cancelled before 28 days prior to check-in date will be 50% refunded, (minus the processing fee).

There are no refunds for late cancellations or early checkouts. Security deposit will be refunded 30 days after your stay as per the terms of agreement.

Please note that no refunds are given on arrival for any reason. Please research the area/resort before you book.

We/ our key holders cannot be held responsible for issues such as: noise from other guests, power outages or water stoppages (unless unit specific). Problems out of our control will not make you eligible for a refund on this property.

#### DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

#### ASSIGNMENT OR SUBLEASE

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

#### RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, furnishings, personal effects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

#### RELEASE

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

#### ENTRY AND INSPECTION

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

#### UNAVAILABILITY OF PROPERTY

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, (where possible in the currency used by the guest to make the initial payment) via bank transfer, Rs cash payment will not be offered, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

#### ADDITIONAL TERMS TO THE RENTAL AGREEMENT

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of the Property:

#### GENERAL PROVISIONS

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of the Government of Goa/India. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature. By booking this property you agree to the terms and conditions & this document is taken as signed.