

## ANAVAYA – TERMS & CONDITIONS

Revised July 2021

### **1. Arrival and Departure Times**

Standard check-in time is 3:00 p.m. and check out time 12:00 nn unless other arrangements have been made and agreed upon by the Lessor.

Early arrivals or late departure times are subject to the availability of the Property and extra fees will be imposed. Please refer below for the applicable corresponding fees:

#### Check - in Time:

From 10:00 a.m. and onwards - 50% of the regular daily rate

Before 10:00 a.m. - 100% of the regular daily rate

*\* These additional fees include the cost of our chef to prepare lunch.*

#### Check - out Time:

Until 6:00 p.m. - 50% of the regular rate

After 6:00 p.m. - 100% of the regular daily rate

### **2. Registered Lessee**

Only the specified number of Lessee listed in the Booking Agreement at the time of booking may reside on the premises. The number of registered Lessee given at the time of the booking is the maximum number of Lessee allowed. If the Lessor or a representative of the Lessor will find that an additional number of Lessee are staying at the Property, it is the absolute discretion of the Lessor or the representative to ask the extra guest or Lessee to vacate the premises. Otherwise, each additional guest will be charged a published rate of \$300 USD per night. No camping is permitted in the grounds or gardens.

### **3. Minimum Stay Requirements**

There is a minimum 3 nights stay requirement for most of the year. For Peak Seasons (Christmas & New Year), the minimum stay is 14 nights. For holidays such as Easter and Chinese New Year, the minimum stay is 5 nights.

### **4. Weddings and Events**

For weddings and events, the lessee will be required to pay an event fee. For the purpose of this Terms and Conditions, an 'event' shall hereby be defined as any gathering within the premises of the Property that exceeds its maximum occupancy. All events and weddings must be organized by a professional planner. Property staffs are not able to assist with planning. A plan for the event must be submitted to the Guest Experience Specialist for approval at least 1 month prior to the date of the wedding or event. Request for entirely Terms and Conditions for Events.

## **5. Payment Requirements**

Booking the Property less than six months prior to arrival date, a non-refundable deposit of at least 50% of the total amount is due within 5 calendar days upon booking.

Booking the Property more than six months advance prior to the arrival date, a non-refundable deposit of at least 25% of the total amount is due within 5 calendar days upon booking and another 25% is due 6 months prior to the expected arrival date.

All full payment is due 45 days prior to the arrival date.

## **6. Security Deposit**

A security deposit is required by the Lessor prior to the arrival date.

The security deposit will be authorized on credit card 48 hours before arrival or can be paid by bank transfer 10 days before arrival. The security deposit will be released or returned to the Lessee within 48 hours after check out.

In the event that the Property incurred damages or any breakages during the stay of the Lessee, the costs will be deducted from the security deposit. This excludes normal and acceptable wear and tear.

The condition of the Property will be judged at the sole discretion of the Lessor or the representative of the Property. If the value of damages or breakages exceeds the amount of security deposit, the Lessee will be held liable to pay the outstanding amount to the Lessor as soon as possible

## **7. Cancellation Policies**

All cancellations made by the Lessee are subject to penalties below:

A) If the Lessee cancels the reservation 45 days or more prior to arrival date, all payments are forfeited but credited for 9 months from the date of the cancellation confirmation by the Lessor. The credit value can be used by the Lessee or anyone on his or her behalf for any reservation, during any period upon availability and solely for the Property initially reserved.

B) If the Lessee cancels the reservation within 45 days prior to arrival date, all booking payments are forfeited. A full or partial refund is solely applicable in the event that the Lessor secures another reservation covering partially or fully the initial canceled reservation

C) Christmas and New Year Period, for any cancellation after the deposit and/or balance payment, all payments are forfeited. However, a full or partial refund is solely applicable in the event that the Lessor secures another reservation covering partially or fully the initial and canceled reservation.

The above cancellation charges also apply if the Lessor cancels the booking due to non-payment of the balance.

## **8. Amendments**

Any amendments made to the reservation dates after confirmation are considered to be a breach of the agreement and is considered to be a forfeit of the Booking Agreement. All payments made are subject to the cancellation conditions stated in article 7 of these terms and conditions.

In the unlikely event that the Lessor is unable to accommodate the Lessee at the Property booked by the Lessee for any reason (including the sale of a Property and force majeure), the Lessor reserves the right to transfer the Lessee and their party to an alternative Property of the similar type and value, in consultation with the Lessee. If the price of the substituted Property is less than the original booking, the difference will be reimbursed to the Lessee. If the price of the substituted Property is higher than the original booking, the difference may be charged to the Lessee. If, however, after considerable effort by the Lessor, no alternative of similar type and value is available and/or no agreement can be reached between the Lessor and the Lessee, then either the Lessor or the Lessee may opt to cancel the booking and this Booking Agreement. In that event, the Lessor will refund the Lessee of the whole amount based on unconsumed booking, without further compensation.

## **9. Lessee Insurance**

Lessee are required to have both liability and comprehensive travel insurance that provides coverage, including, but not limited to, cancellation, loss and damage to baggage and other Property, and flight delays. Lessee should also carry health coverage that includes, but is not limited to evacuation and repatriation. The Lessor shall not be held liable to you and your party for any and all claims, including any accidents related to the use of the Property, facilities or locally procured third party services such as watercraft, water sports, jeep or motorbike rental etc.

## **10. Force Majeure**

In the event of incidents such as fires, floods, civil disturbances, severe weather, Acts of God, and any other type of delay, inconvenience, or expenses caused directly or indirectly by events outside of the Lessor's control, the Lessor shall not be held responsible.

## **11. Complaints**

Any problems or complaints that occur during the booking period should be discussed first with the local staff. If the staff is unable to quickly resolve the issue, please consult the representative of the Property, who will rectify the situation to the best of their professional ability. The Lessor cannot be held liable for issues such as interruptions to water supply, electricity, Internet connection, cable TV, or breakdowns of lifts or pool filtration systems. The Lessor will do everything within reasonable expectation to avoid complaints in the first place, and it should be understood that when staying in a less developed and remote resort location, the infrastructure, local standards, and conditions are typically less developed than in urban environments. In case of complaints, Lessee should do it by writing to the Lessor within 24 hours when the issue occurred. Complaints made after checkout will not be considered.

## **12. Conduct and Behavior**

When booking the Property, the Lessor maintains responsibility for the appropriate behavior of the Lessee. If any Lessee behaves in an inappropriate manner, the Lessor or their representative, at their absolute discretion, may ask the offending party to leave the premises. In this case, no refund shall be claimed by the Lessee. In addition, the Lessor of the Property or representatives of the Lessor reserve the right to enter the premises at a reasonable time in order to gain access to complete repairs, perform maintenance, or to show the Property to prospective Lessee.

## **13. Social Corporate Responsibility**

Unlawful possession, use or consumption of any illegal substances is prohibited in the Property. Unlawful behavior is also prohibited. The Police will be contacted immediately if there is any violation. No refunds shall be made in these circumstances.

For the safety of our Lessee and local employees, as well as for protection of Property, Lessee are not allowed to bring male or female joiners back to the Property.

## **14. Property Staff**

Staff service is included in your stay at the Property from 7 am to 10 pm. On occasion, and with prior notice, they are also available for late-night special events or early morning breakfast (Extra hours can be charged at the discretion of the Property policy). At your own discretion, a tip may be given upon departure.

Additional services such as babysitting and drivers can be arranged in advance and are subject to availability. Asking staff to look after minor children is not allowed. The Lessee must allow staff such as pool maintenance workers and gardeners access to the grounds in order to complete their work.

Should there be a request for change or addition of staff, there will be an extra charge of US\$ 75 for each staff per night.

## **15. No Pets**

Lessee are not allowed to bring pets in the Property and on surrounding properties. Please note that the estate may have local cats. If you are allergic to or do not like cats, please inform the Property manager who will make sure to keep them away during your stay.

## **16. No Smoking**

Smoking is NOT permitted inside the Property. Smoking is only allowed outside on the grounds, where an ashtray can be provided by the Property Manager. Shishas and Hookah are prohibited in Property in accordance to Thai Government laws.

## **17. Noise**

Noise must be kept at a reasonable minimum level, especially from 11 pm to 8 am while Lessees are sleeping.

### **18. Food and Beverages**

All bookings include Chef Service for Breakfast, Lunch, Dinner, and Snacks. All food and beverages purchased on behalf of the Lessee are charged at a price of cost plus a % surcharge that covers food preparation, transportation, time involved in the shopping and cooking process, and the use of the kitchen.

### **19. Linens and Towels**

Linens and towels are provided by the Property and due to our eco-friendly Save the Planet policy, linens are changed every three days, more often if necessary. Towels are replaced after placement in the towel basket. Additional charges may apply if more frequent changes are needed. Items such as bedding, washing, or clothing articles should not be hung where it is visible to another residence or common Property on the estate. Laundry of personal clothing by a third party can be arranged at the lessee's cost, the Lessor shall not be held liable for any loss or damage by the third party.

### **20. Transfers**

Any transfers may be arranged through our Guest Experience Specialist.

### **21. Utilities**

Utility costs are included with the rent. Windows must be closed while air-conditioning is in use. The Property abides with an eco-friendly policy. Therefore, we request that all air-conditioning must be switched off when you need to go out or stay long outside of the Property; Property staff may comply with this policy. If not respected, however, the Lessee may be charged for extra cost on the electricity bill.

### **22. Furniture**

Interior furnishings must remain inside the Property, and only designated outdoor furniture can be used on the exterior.

### **23. Lessor Insurance**

The Lessee must not do, or allow anything to be done that may cause the Property's insurance against loss or damage by fire to become void or cause insurance premiums to be raised.

### **24. Due Care and Supervision/Indemnity**

It is understood that the Lessee is responsible and liable for the safety and well being of Lessee and third parties while staying at the Property. Both the Lessee and Lessee are required to take due care during their stay and take precautions such as supervision of children in the gardens, near the entrance, and near or in the pool. All children must be under the direct supervision of an adult at all times. No Lessee are permitted to enter the Property while they are wet from swimming, as floors may become slippery. Damages or injuries resulting from the above-mentioned scenarios are the responsibility of the Lessee. The Lessee indemnifies and holds the Lessor harmless and free of liability resulting from such claims that result as consequences of accidents leading to injury or loss of life.

### **25. Valuables**

Valuable items such as passports, cell phones, cameras, travelers checks, cash or jewelry should be stored in a safety deposit box provided in the Property. Neither the Lessor nor the staff can be held responsible for any valuables left behind, lost, or damaged.

### **26. Artwork**

Lessee must be aware that each Property contains precious contemporary and antique pieces of art unique to the Property, and must take care to avoid causing any damage to them. Lessee shall be held liable for any artwork or antiques damaged during the booking period and the costs will be set off against the aforementioned security deposit. If damages exceed the security deposit, the Lessee is liable for the remaining damages and must compensate the Lessor for the difference in cost.

### **27. Jurisdiction**

Any contract that is made will be with the acceptance by both parties of these terms and conditions, which are governed by Thai law, and both parties will submit to the exclusive jurisdiction of the Thai courts.