

# Beachfront PARADISE – TERMS & CONDITIONS

*Revised September 2023*

This lease agreement is entered into and accepted under the following terms, clauses, and conditions, which the Client, their representatives, and their guests for whom they are responsible, undertake to execute and fulfill, namely:

## **1. SCHEDULE OF PAYMENT**

- A 50% deposit which must be paid upon booking
- A 50% balance payment which must be paid 1 month before check-in date

## **2. SECURITY DEPOSIT**

Upon the arrival date of the rental period, the Client shall provide a security deposit of 100,000 thb (or 3000 USD) by cash to The Management of the Villa. This deposit will not be cashed and will be refunded to the Client after the check-out inspection of the property. The Management of the Villa is not obliged to provide rented premises without full payment of the rent and the security deposit.

## **3. CANCELLATION AND RESCHEDULING**

Any cancellation by the Client must be made by registered mail or email with acknowledgement of receipt to be considered valid.

Regardless of the dates and reasons for cancellation, the deposits paid will not be refunded.

However, the Client may reschedule the rental date for a later date. This new rental date for the Property will be selected by the Client within a period of 12 months from the date of notification of the rescheduling, provided that the rescheduling notification to The Management of the Villa has been made at least 20 days before the rental period of the Property.

In the absence of notification of the rescheduling made at least 20 days before the rental period of the Property, the Client cannot reschedule the rental date of the Property, and the deposits paid will not be refunded.

In the case of rescheduling the rental date of the Property by the Client, the terms and conditions of the contract shall continue to apply, and the Client must inform The Management of the Villa of the new rental date of the Property within two months from the notification of the rescheduling. The requested new rental date of the Property by the Client will be subject to the availability of Villa's current booking calendar at the time of the request.

#### **4. OCCUPANCY**

- Not to sublet or assign, in whole or in part, their right to this rental,
- Not to make any alterations or renovations without the express written permission of The Management of the Villa.

In the event of non-compliance with this agreement, The Management of the Villa may demand, at the expense of the Client, the immediate return of the premises in the same condition, and if necessary, choose the company responsible for repairing the rented premises.

- Not to make any modifications to the electronic installations,
- Not to have any outdoor sound systems,
- To respect the flower beds and all plantings,
- Not to introduce any animals inside the Property,

To return the Property at the end of the rental period in the same condition as when the keys were handed over to the Client.

#### **5. RESPONSIBILITIES AND RECOURSE**

- To be liable for any damages and losses that occur during their occupation of the rented premises; also to be liable for any damages and losses caused in common areas by the Client or any persons they have brought into the premises.
- To waive any claims against The Management of the Villa:
- In the event of theft, burglary, or any criminal act committed in the rented premises or common areas,
- In the event of interruption of water, electricity, or phone-internet services, not attributable to The Management of the Villa,
- To indemnify The Management of the Villa against any claims, lawsuits, claims for damages, liability actions, costs, and expenses based on a tort, arising from a breach by the Client or any participants of any provision of the Contract, non-compliance with safety rules, food, hygiene, intentional or unintentional fault, omission by the Client, participants, or any of their employees, agents, or providers.
- The Management of the Villa cannot be held responsible for any issues related to electrical networks, water supply, or internet connectivity as The Management of the Villa is located on an island. Therefore, such problems may occur without prior notice. Additionally, being situated on a beach, despite regular maintenance, the establishment is not liable if any device or equipment does not function on the day of the rental. We kindly advise you to consider these aspects during your stay and to show understanding in case of any technical difficulties that may arise.

## **6. SECURITY AND RESPECT FOR THE PREMISES**

- To respect, and ensure that their guests respect, the safety regulations in force throughout the premises.
- To refrain from inviting any person whose behavior may be detrimental to the proper conduct of the Property.

The Management of the Villa reserves the right to exclude or prohibit any person exhibiting such behavior, without any liability towards the Client.

## **7. INSURANCE**

The Management of the Villa is insured for civil and professional liability.

The Management of the Villa disclaims any liability in the event of theft or damage to belongings belonging to persons present on the premises. The signatory of this agreement is solely responsible for their guests and any other person they bring into the Property.

Unless proven to be at fault on the part of The Management of the Villa or its representatives, the Client shall be solely responsible and liable for any bodily injury or property damage of any kind that occurs during the execution of the Contract, whether due to their personal actions or the actions of the participants in the event organized by the Client. The Client may, at their sole discretion and at their own expense, obtain insurance coverage for such purposes.

The Client is responsible for all damages caused through their actions (including by participants or their guests) and agrees, in the event of damage to the provided premises, to bear the costs of restoring these premises.

## **8. LIMITATION OF LIABILITY**

During the rental period, The Management of the Villa cannot be held responsible for the acts or actions of the Client and/or its guests. Furthermore, The Management of the Villa cannot be held responsible for any illegal activity, damage, or harm caused by the Client and/or its guests.

## **9. APPLICABLE LAW AND JURISDICTION**

This agreement is governed by the laws of Thailand and shall be interpreted in accordance with these laws. The parties submit all their disputes arising from or related to this agreement to the jurisdiction of the courts of Thailand.