

## VILLA SAIREY – TERMS & CONDITIONS

### 1. Arrival and Departure Times

The designated check in time is 2:00pm, with a check out time of 12:00pm, unless other arrangements have been made and agreed upon by the Lessor. Any early arrivals or late departure times are subject to the availability of the villa.

### 2. Registered Guests

Only the specified number of persons listed in the Rental Agreement at the time of booking may reside on the premises. The number of registered guests given at the time of the booking is the maximum number of persons allowed. If the Lessor or a representative of the Lessor will find out that an additional number of guests are staying at the property, it is the absolute discretion of the Lessor or the representative to ask the extra person or persons to vacate the premises. Otherwise, each additional person will be charged a published rate of \$300 USD per night.

### 3. Minimum Stay Requirements

There is a minimum 3 day stay requirement for most of the year. During peak seasons (Christmas & New Year), the minimum stay is from 10 to 14 days. For holidays such as Easter and Chinese New Year, the minimum stay is 7 days.

### 4. Wedding and Events

For weddings and events, the lessee will be required to pay an event fee of \$US 1,200. All events and weddings must be organized by a professional planner. Villa staffs are not able to assist with planning. A plan for the event must be submitted to the Villa Concierge for approval at least 1 month prior to the date of the wedding or event.

### 5. Payment Requirements

When booking the villa less than six months in advance, within 5 days of booking, a minimum deposit of 50% will be required. This deposit is non-refundable.. Payment is due in full 30 days before your expected arrival date.

6. Security Deposit

No security deposit requested

7. Cancellation Policies

If the booking is canceled by the Lessee, the Lessor retains a portion of the rental amount according to these policies.

- a) If booking is canceled by Lessee within 30 days before the beginning rental date, Lessee forfeits 100% of the rental costs.
- b) If canceling the booking 30 days or more prior to the beginning rental date, Lessee forfeits 50% of the rental amount.

8. Changes of Reservations

Any changes made to the reservation dates after confirmation are considered to be a breach of agreement and is considered to be a forfeit of the rental agreement. Any down payment and other payments are subject to the cancellation conditions stated in article 7 of these terms and conditions.

9. Lessee Insurance

Guests 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. Guests should also carry health coverage that includes, but is not limited to evacuation and repatriation.

10. Force Majeure

In the event of such incidents 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 Lessee's control, the Lessee will not be held responsible.

#### 11. Complaints

Any problems or complaints that occur during the rental period should first be discussed with the local staff. If the staff is unable to quickly resolve the issue, please consult the Concierge or The Luxury Signature, who will rectify the situation to the best of their professional ability. The Lessor is not responsible for such issues 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 is understood that when staying in a less developed remote resort location, that infrastructure, local standards, and conditions are typically less developed than in urban environments. Any complaints should be written and given to the Lessor within 24 hours of the time the issue occurred.

#### 12. Conduct and Behaviour

When renting the villa, the Lessor maintains responsibility for the appropriate behavior of the guests. If any guest 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 may be claimed by the Lessor. In addition, the owner of the villa or representatives of the owner 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 villa to prospective Lessee.

#### 13. Social Corporate Responsibility

Bringing any illegal substances into the villa is prohibited, along with the use or consumption of any illegal substances. Unlawful behavior is also prohibited. The Police will be immediately contacted if there is any violation. For the safety of our guests and local employees, as well as for protection of property, guests may not bring outside guests back to the villa.

#### 14. Villa Staff

Staff service is included in your stay at the villa. However, 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.

#### 15. No Pets

There is a 'No Pet Policy' in the villa and on surrounding properties.

16. No Smoking

There is no smoking permitted in the villa. Smoking must be done outside on the grounds, where an ash tray can be provided by the Villa Manager.

17. Noise

Noise levels must be kept at a reasonable minimum, especially during the hours of 11pm and 8am while guests are sleeping.

18. Food and Beverages

Continental breakfast is included in the rates.

All food and beverages purchased on behalf of the guests are charged at a price of cost plus a 15% 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 villa and due to our eco-friendly Save the Planet policy, linens are changed every third day, 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.

20. Transfers

Rates do not include airport pick-up and return and any transfers may be arranged through the Villa Concierge.

21. Utilities

Utility costs are included with the rent. Windows must be closed while air-conditioning is in use. The villa abides with an eco-friendly policy. Therefore, we request that all air-conditioning must be switch off when you need to go out or stay long outside of the villa

22. Furniture

Interior furnishings must remain inside the villa, 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 villa'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 guests and third parties while staying at the Villa. Both the Lessee and guests 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 guest may enter the villa while 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 villa. Neither the Lessor nor the staff is responsible for any valuables left behind, lost, or damaged.

28. Artwork

Guests must be aware that each villa contains precious contemporary and antique pieces of art unique to that villa, and must take care to avoid causing any damage to them. Any artwork or antiques damaged during the rental period will be the responsibility of the Lessee and the costs 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 the difference in cost.

29. 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 Thai courts.