



THE PRIVATE WORLD
VILLAS & HOMES

ALCHEMY – TERMS & CONDITIONS

1. ARRIVAL AND DEPARTURE TIMES

Unless agreed otherwise by the Lessor, check-in time is 3:00 pm, and check-out time is 12:00 pm. Early arrival or late departure will depend upon the availability of the villa. The early check-in fee is US\$500 USD from 10:00 am onwards, and this includes our chef to prepare lunch. The late checkout fee is US\$500 USD until 6:00 pm. After 6:00 pm, the full daily rate is applicable.

2. REGISTERED GUESTS

Only the number of people stipulated in the Rental Agreement may reside at the property as guests. Registered guests cannot exceed the number of guests provided at the time of booking by the lessee. Should the Lessor or the Lessor Representative find that the number of people staying at the property exceeds the number of registered guests, the Lessor or the Lessor Representative may, at his or her absolute discretion, ask the extra person or persons to either pay the applicable additional charge as per the published rate or to vacate the property forthwith. The cost for unregistered guests is US\$300 USD per person and US\$150 for children (ages between 3-12 years old) per night

3. EVENTS & WEDDINGS

In case an event, wedding, or party is to be organized within the property for a number of guests in excess of the registered guests in the villa, a surcharge of US\$3,000 USD Event Fee will be applicable, and the guest must warn the Lessor of the party. In addition, a guaranteed security deposit of US\$6,000 USD will be collected on-site, from which a cleaning surcharge of up to US\$500 USD will be deducted before being refunded to the Lessee. All events and weddings must be organized by a professional planner as our villa staff are not able to assist with planning. A plan for the event must be submitted to the Villa Concierge for approval at least one month prior to the date of the wedding or event.

4. PETS

No pets are permitted in the villa or on the villa property.



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5. PAYMENT

A non-refundable 50% deposit is due within 5 days of provision of confirmation.

Remaining Balance of 50% by 45 days prior to arrival (any stay period except below periods);

Remaining Balance of 50% by 60 days prior to arrival (stay periods during peak dates, which are Chinese New Year, Easter, Christmas, and New Year).

For bookings more than six months in advance, a 25% deposit is due within 5 days of confirmation. A further 25% will be requested 6 months prior to arrival. Balance of Payment is due 45 days prior to arrival except for peak dates (Christmas, New Year, Chinese New Year, Easter).

If the booking is made less than 30 days prior to arrival, then full payment is to be received by owners no later than 7 days from the booking being confirmed.

If the booking is made 7 days or less prior to arrival, then full payment is to be received by the owners no later than 3 days from the booking being confirmed and 3 days prior to arrival.

If payments are not made on or before the due dates as required herein, the Owners may cancel the booking, in which case this Rental Contract will be thereby terminated without any further notice required. Cancellation charges may apply as detailed.

6. MINIMUM STAY

For Peak dates, Christmas & New Year bookings, there is a minimum of 7-10 nights; For Easter and Chinese New Year, there is a 5-night minimum booking; and for the rest of the year, there is a 3-night minimum.

7. SECURITY DEPOSIT

There is a US\$3,000 USD damage security deposit (refundable) required upon check-in. It can be paid either in cash upon arrival at the villa or by bank transfer at least 14 days before arrival.

- a. Damage security deposit can be paid by cash in any major currency accepted upon check-in. It will be returned to the lessee before check out, less the cost of any damage or breakages during the rental period of the rented villa, if applicable. If there are any damages where costs exceed the amount of the deposit, the Lessee will remain liable to the Lessor to pay the outstanding amount promptly.
- b. Damage security deposit can be paid by bank transfer remittance at least 14 days prior to arrival. If all bank details have been received prior to the arrival date, they will be returned to the lessee no later than 14 days after check out, less the cost of any damage or breakages during the rental period



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of the rented villa, if applicable. If there are any damages where costs exceed the amount of the deposit, the Lessee will remain liable to the Lessor to pay the outstanding amount promptly.

8. CANCELLATION

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

- a. If the Lessee cancels the reservation 45 days or more prior to the arrival date, all payments are forfeited but credited for 10 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 villa initially reserved.
- b. If the Lessee cancels the reservation within 45 days prior to the arrival date, all rental 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. Peak date booking (Christmas, New Year, Chinese New Year, Easter 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.

9. LESSEE'S INSURANCE

Each guest must have comprehensive travel insurance that may provide coverage, including but not limited to cancellation, flight delays, loss and damage to baggage and other property, and health insurance that may provide coverage, including but not limited to evacuation and repatriation coverage. Liability insurance is also required.

10. FORCE MAJEURE

Lessor shall not be responsible for any delay, additional expense, or inconvenience caused directly or indirectly by events outside of Lessor's control, such as civil disturbances, fires, floods, severe weather, or Acts of God.

11. COMPLAINTS

The Lessor cannot be held liable for interruptions to the supply of water, electricity, internet connection, breakdown of lifts, or swimming pool filtration systems, though the Lessor will arrange to the best endeavors to arrange for any such problems to be solved quickly. If there are any problems during the rental period that



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could not be solved by dealing directly with the local villa staff, contact the villa manager or staff immediately, and they will rectify the situation to the best of their professional ability. It is understood that infrastructure, local standards, and conditions are often of a less developed nature in a remote resort location than in more urban environments. The Lessor or its representative will do as much as can reasonably be expected to avoid and rectify any complaints that should be made in writing to the Lessor within 24 hours of the occurrence.

12. CONDUCT & BEHAVIOUR

The Lessor is responsible for the correct and appropriate behavior of the guests staying at the villa. Should any member of the party behave in a manner considered inappropriate, either the Lessor or the Lessor's local representative may, at their absolute discretion, ask the offending guest or guests to vacate the villa forthwith, and no refund can be claimed from the Lessor in such case. The owner or his or her representative reserves the right to enter the villa at any time.

13. SOCIAL CORPORATE RESPONSIBILITY

It is prohibited to act unlawfully in any way whatsoever and to bring in and/or use/consume any illegal substances. Police authorities will be immediately informed of any offenders. In addition, in line with its moral duty and respect for the local employees, as well as for the safety of our valued guests and the protection of the property, guests are not permitted to bring male or female outside guests back to the villa.

14. STAFF AT THE VILLAS

The service of staff is included in your stay at the villa from 7.00 AM to 10.00 PM. On occasion, and with prior notice, they are also available for late-night special events or early morning breakfast (extra hours will be charged as per the property policy) In case of a request for additional staff, there will be an extra charge of US\$50 for each staff per night.

Additional services, such as those of babysitters and/or drivers, can be sourced in advance or on-site upon request. Although such services cannot be guaranteed and will depend on availability, the villa Concierge will do their best to find suitable arrangements. Under no circumstances can staff at the villa be asked to look after any minors during their stay. The Lessee shall allow staff, pool maintenance, and gardeners reasonable access to the Villa on the grounds for the purpose of maintaining the villa and the grounds, pool, and property to the best of their professional ability.



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15. FOOD & BEVERAGE

All food and beverage items purchased on behalf of guests will be charged to guests at cost plus a 20% surcharge + 7% VAT. The surcharge covers cooking utilities, time taken to purchase the groceries, and all costs incurred from cooking and kitchen-related expenses.

16. LINEN & TOWELS

Linen and towels are provided at the Villa. We have adopted a "Save the Planet" eco-policy, so the linens are changed every three (3) days or as deemed necessary. Towels will be replaced when they are placed in the towel basket. If more frequent changes are required, there may be extra charges.

17. FURNITURE

All interior furnishings and furniture must remain inside the villa, and only exterior furnishings and designated outdoor furniture may be used for external purposes.

18. TRANSFERS

Include Airport Transfer for 3 nights minimum booking (2 vans, same flight only) from the airport to the villa at regular rate. Taxis service can be arranged through the villa manager.

19. LESSOR'S INSURANCE

The Lessee agrees not to do, or permit to be done, anything whereby any insurance of the villa against loss or damage by fire may become void or avoidable or whereby the rate of premium for any such insurance may be increased.

20. DUE CARE AND SUPERVISION / INDEMNITY

The Lessee accepts and acknowledges that he/she is responsible and liable for the safety and well-being of all guests and third parties staying at the Villa during the time of the rental. The Lessee and guests are required to take due care when residing at the villa and be especially watchful of children playing in the gardens, near the entrance from the main road, or near or in the pool. Children must be under the direct supervision of an adult at all times when staying at the villa. Further, guests are not permitted to enter the villa when wet from swimming, as the floors can be slippery. Damage or injury resulting from the above-mentioned shall not be



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the responsibility of the Lessor. Lessee accepts and acknowledges indemnifies and holds the Lessor harmless from and against any liability resulting from any claims whatsoever as a consequence of accidents leading to injury or loss of life of any guests or visitors of the Villa for the duration of the rental.

21. SMOKING

Smoking is not permitted within the villa. Smoking is permissible outside on the grounds, and the Villa Manager can provide an ashtray. If signs of smoking are found, a US\$500 cleaning fee will be charged on each day found signs of smoking. Smoking is a breach of the rental contract and can lead to the cancellation of the booking with no compensation.

22. VALUABLES

Personal safety deposit boxes are provided in the villa; we always suggest using them. It is strongly recommended that it be used to store valuable items such as passports, cash, traveler's checks, mobile phones, cameras, etc. Any valuables left at the property are the guest's sole responsibility. Neither the Lessor nor the staff can be held responsible for any loss of or damage to any personal property.

23. ARTWORK

All villas contain several precious contemporary and antique art pieces. This collection is part of the uniqueness of the villa. Guests must be aware of the unique nature of these works of art and antiques and be especially cautious to avoid any damage. Any damage to artworks and antiques during the rental period will be the responsibility of the Lessee, and any damages incurred by the Lessor will be set off against the aforementioned security deposit if these damages exceed the amount of the security deposit, the Lessee shall be liable to compensate the Lessor for the difference.

This Agreement shall be interpreted under The Laws of The Kingdom of Thailand.