

BANYAN – TERMS & CONDITIONS

Revised May 2023

1. PARTIES

1.1 The Management of Villa Banyan (“The Management”) acts as an agent for owners of villas (“Owner”). The Management markets the property and arranges bookings for Villas on behalf of the Owner.

1.2 When a Guest books a property marketed by The Management (“Villa”) the Guest acknowledges that they have read and accept the following terms and conditions.

2. BOOKING PROCEDURE

2.1 A guest’s booking request (“request”) will be submitted to The Management.

2.2 The booking of a Villa is not confirmed until The Management provides written confirmation of availability of the requested Villa.

2.3 Once the booking is confirmed for a Villa there is a contract between the guest and the owner (“Villa Agreement”).

2.4 Upon receipt of full payment of the booking the Guest will be supplied with a voucher setting out all booking details including:

(a) Villa address and Manager contact information; and

(b) Transfer arrangement details.

2.5 In order to redeem the booking the following need to be produced by the Guest at the Villa address:

(a) Voucher (hardcopy or electronic version) ; and

(b) Passport or other form of acceptable identity. For registration purposes, a copy of each guest’s passport may also be taken at the villa in compliance with local Government regulations.

3. PAYMENT TERMS

3.1 The Guest is required to pay the deposit within five (5) working days of receiving confirmation of availability of the Villa.

3.2 If payment of the deposit is not received byThe Management within the timeframe stipulated above, then The Management is entitled to cancel the Guest’s booking.

4. DEPOSIT

4.1 The Guest is responsible for payment of the deposit payment to The Management pursuant to the terms set out below (unless specified otherwise in the individual Villa terms):

(a) For stays commencing sixty (60) days or longer after the request is received a deposit for 50% the total cost of the Villa stay is payable.

(b) For stays commencing less than 60 days or less after the request is received from the Guest the total cost of the Villa stay is payable.

4.2 If payment of the deposit is not received within five (5) working days of the dates set out above, then The Management may cancel the Guest's booking.

4.3 Where the full amount owing for the Villa stay is not paid as a deposit the balance is payable not less than sixty (60) days before the commencement date of the Villa stay.

5. CURRENCY

5.1 Unless agreed in writing by The Management all payments must be made in \$ US dollars.

5.2 In the event that payment is not made in \$ US dollars the Guest is liable for all currency conversion and other bank charges.

5.3 Payment must be made in accordance with the payment instructions specified in the Guest's booking confirmation.

5.4 If payment is not made in accordance with the terms set out above, the Owner and/or The Management is entitled to cancel the booking immediately and the Villa Agreement is terminated forthwith.

5.5 Cancellation charges may apply as detailed below.

6. RENTAL RATES

6.1 Unless expressly stated otherwise, the stipulated rental rates include the following:

(a) Local taxes;

(b) Electricity;

(c) Water;

(d) Cleaning;

(e) Gardening;

(f) Management fees; and

(g) Staff salaries.

6.2 Unless expressly stated otherwise, the stipulated rental rates exclude the following:

- (a) External services such as laundry;
- (b) Consumables such as food and beverages;
- (c) Telephone charges; and
- (d) Gratuities for staff (at Guest's discretion).

7. CHECK IN & CHECK OUT

7.1 Unless arranged prior to arrival (and strictly subject to availability) check in is after 3:00 pm.

7.2 Unless arranged prior to arrival (and strictly subject to availability) check out must be completed by midday (12:00 pm).

8. SECURITY DEPOSIT

8.1 Where required, the Guest must arrange to pay a security deposit to the Owner or The Management prior to arrival as per the Villa description ("the deposit"). Payment of the deposit is a prerequisite to accessing the Villa.

8.2 The Owner and/or The Management reserve their right to adjust the amount of the Deposit on a case-by-case basis and will notify the Guest prior to confirming a booking at the Villa.

8.3 The deposit will be refunded at the end of the Guest's stay in the Villa subject to the following deductions:

- (a) Any additional expenses inclusive of charges for goods, and services supplied, telephone and internet charges, and any other charges included in the rental rate;
- (b) The cost of repair or replacement for any loss or damage caused by the Guest and/or by Guest's Visitors to the Villa and/or its contents (including the cost of any additional cleaning required). If this cost cannot be calculated prior to check out, the Owner and/or The Management is entitled to retain from the security deposit an amount equal to or greater than the Owner and/or The Management's reasonable estimate of the cost. Once the actual cost has been determined any balance will be returned to the Guest in the event that the actual cost is less than the amount retained. In the event that the actual cost is greater than the amount retained the Guest will immediately compensate the Owner and/or The Management for the difference.

9. DAMAGE OR LOSSES

9.1 The Guest agrees to leave the Villa and its contents in good order and repair and to a reasonable level of cleanliness.

9.2 The Guest agrees to compensate the owner for any damage or losses sustained to the Villa or its content during the Guest's stay.

9.3 The Guest agrees to meet any additional cleaning costs incurred due to spillages and/or to remedy or return the Villa to a reasonable condition and acknowledges that the Owner and/or The Management are entitled to deduct any costs incurred from the deposit.

9.4 In the event of serious loss or damage to the Villa and/or its contents during the Guest's stay, the Owner and/or The Management is entitled to request that the Guest and/or visitors of the Guest immediately vacate the Villa and the Guest and visitors undertake to do so without delay.

9.5 In the event that the Guest is required to vacate the Villa pursuant to the above clause the Guest agrees to waive any claim for compensation and/or refund without exception

10. RIGHT TO ACCESS

10.1 From time to time during the Guest's stay the Owner and/or its agent, employees or contractors may require access in order to supply goods or services, carry out maintenance, and so forth.

10.2 The Guest agrees to provide unimpeded access to the Villa for the purposes set out above or for any other reasonable purpose.

11. NUMBER OF GUESTS

11.1 The maximum number of guests during the stay must not exceed the capacity indicated in the booking confirmation and voucher.

11.2 If the capacity is exceeded the Owner may prevent the Guests checking in and/or require the Guests to vacate the premises immediately without compensation.

11.3 Unless expressly agreed to in writing prior to check in no pets are allowed in the Villa or surrounding area.

12. VILLA USE / PURPOSE

12.1 The Guest acknowledges that all bookings are assumed for typical holiday use and are limited to this purpose unless otherwise agreed, in writing, by The Management.

12.2 The Guest acknowledges and undertakes not to hold any commercial endeavour (i.e. catalogue photography shoot) or event at the Villa such a wedding or party unless the Owner and/or The Management have expressly agreed in writing to the Guest holding such an event. The Guest agrees to meet the additional charges associated with the holding of such an event.

12.3 The Guest accepts that prior permission for any event is required because some Villas require special approval and/or local body permission and/or body corporate permission and/or community permission or similar before any event can be held. Permission may not be granted in all cases.

12.4 The Owner and/or The Management are not liable for any costs and/or charges and/or losses incurred by the Guest due to the necessary permits not being obtained for an event.

13. BEHAVIOUR & RESPONSIBILITY

13.1 The Guest acknowledges that Villas are typically located in quiet residential areas and accordingly a high standard of behavior and consideration for neighbours must be exercised at all times.

13.2 The Villa must not be used for any illegal activities.

13.3 All Villas are smoke - free areas unless expressly stated otherwise.

13.4 The Guest acknowledges and agrees that if:

(a) Any of the above rules and guidelines are not adhered to by a Guest and/or visitor; and/or

(b) A Guest and/or visitor otherwise acts in an inappropriate and/or undesirable manner.

13.5 Then the Owner and/or The Management may compel the Guest and/or visitor to leave the Villa immediately.

13.6 If a Guest and/or Visitor is required to vacate the Villa for any of the reasons set out above they shall not be entitled to any form of compensation and/or refund from the Owner and/or The Management.

14. SECURITY & RESPONSIBILITY FOR VALUABLES

14.1 The Guest agrees and acknowledges that any valuables stored on the premises are done so entirely at the Guest's own risk.

14.2 Generally Villas will have safe facilities and although the use of such facilities is recommended security of valuables stored in the facilities is not guaranteed.

14.3 It is recommended that all Guests take out insurance coverage for any valuable items that they intend to bring and/or use during their stay in the Villa.

14.4 The Owner and/or The Management are not liable for any loss suffered by a Guest and/or visitor due to a security breach of the Villa and/or surrounding property.

15. PRICE GUARANTEE

15.1 Once the Guest has received confirmation in writing of the booking, the booking is guaranteed and is not affected by any pricing changes (positive or negative) that may take place between the time of booking and the stay.

15.2 The Guest acknowledges and accepts that they may be liable for additional government taxes and/or charges that come into effect after the booking is confirmed.

15.3 The Management undertakes to inform the Guest of any additional costs as soon as reasonably practicable.

16. CANCELLATION POLICY

16.1 In the event that a Guest must cancel or change a confirmed booking, Notification of cancellation can only be communicated by email

16.2 The Guest hereby acknowledges that it has been advised to take out insurance to cover any losses arising from or in connection to cancellation of a booking.

16.3 The charges for any cancellation by a Guest are as follows:

(a) 20% of the full rental price if notice of cancellation is received on or before of the 60th day prior to the commencement of the guest stay in the Villa;

(b) 50% of the full rental price if notice of cancellation is received 30 – 60 days prior the commencement of the guest's stay in the Villa;

(c) 100% of the total rental price if the cancellation is received less than 30 days prior to the commencement of the guest's stay in the Villa.

16.4 The above charges apply to the following:

(a) A change to a booking where the dates of the new booking do not coincide with the dates of the old original booking.

(b) Cancellation of one full day of the booking

(c) Cancellation of more than one full day of the booking.

(d) Any action by the Guest which constitutes an attempt to hold an unauthorized event at the Villa

(e) Failure and/or inability of a Guest to provide an acceptable form of identity on arrival and/or the booking voucher; and

(f) Any other breach by the Guest of one or more of these terms and conditions.

16.5 Bookings with an Early Bird discount applied are non-refundable. In the event of a cancellation notified a minimum of 30 days prior to arrival, a non-transferable credit for the amount paid, less cancellation charge will be applied. The cancellation charge amount will be in accordance with the standard cancellation terms outlined in point 16.3.

17. BOOKING AMENDMENTS

17.1 This section applies to bookings made during low and/or normal season and the Guest acknowledges that additional terms and/or charges may apply during high season.

17.2 If a booking has been confirmed by The Management the Guest will be liable for a change fee of \$100.00 for any amendments to the booking details together with any difference in the price due to seasonal or other variances. The Management may waive the charge fee at its discretion.

17.3 Whilst The Management will use its best endeavours to facilitate any change requests within reason the Guest acknowledges that on some occasions for reasons outside of its control The Management will not be able to accommodate some requests.

17.4 If for any reason The Management is unable to supply the Villa booked by the Guest it reserves its right to accommodate the Guest in an alternative Villa of similar or better quality than the Villa booked.

17.5 An adjustment will be made for any price difference and will be either refunded or charged to the Guest.

17.6 In the event that after all reasonable endeavours have been made The Management has been unable to find suitable alternative accommodation and no agreement can be reached then the parties can agree to cancel the agreement. The Management will refund the amount paid by the Guest and the Guest acknowledges that it is not entitled to and waives any further claim for compensation.

18. COMPLAINTS PROCEDURE & POLICY

18.1 In the event that a Guest experiences a problem and/or issue during the stay in the Villa then the Owner or The Management should be informed at the earliest opportunity so that all steps can be taken to resolve any issue(s).

18.2 If the Guest neglects and/or refuses to adhere to the above complaint notification procedure then the Guest acknowledges that it has no claim for compensation and/or a refund.

19. DUTIES & OBLIGATIONS OF The Management

19.1 The Management provides all information, descriptions, ratings, reviews and photographs of the Villas on the basis that they are accurate based on the information available at the time of dissemination.

19.2 The Guest acknowledges the above and further acknowledges that all information, descriptions, ratings, reviews and photographs provided by The Management are done so in good faith and that The Management is not liable and/or responsible for any inaccuracies or misdescriptions of the Villas contained therein.

20. PROVISIONS

20.1 The staff at the Villa may agree to any reasonable requests to purchase goods on the Guest's behalf, and this will be charged to the Guest's account.

21. DISCLAIMERS

21.1 The Guest acknowledges and agrees that the Owner and The Management are not liable for any of the following:

(a) Any loss, sickness, injury, death, damage, additional expense or inconvenience incurred by the Guest or their visitors irrespective of the cause;

(b) Any delay or cancellation of the booking due to:

- (i) An act of terrorism or threat of the same;
 - (ii) War or related activity;
 - (iii) Natural disaster;
 - (iv) Political unrest and/or sanctions;
 - (v) Weather;
 - (vi) Industrial action and/or protest;
 - (vii) Issue with the Villa outside of The Management 's control such as structural, sanitary, electrical, plumbing and so forth;
 - (viii) Any other issue caused by "force majeure";
 - (ix) Any other event and/or issue outside of The Management's control;
 - (x) Issues relating to a Guest's visa and/or travel documentation; and
 - (xi) Issues relating to a Guest's personal travel bookings.
- (c) The Guest and/or visitors agree and acknowledge that in no circumstance s are the Owner and/ or The Management are liable for any amounts greater than the cost of the Villa booking.

22. JURISDICTION

22.1 This agreement will be governed by the laws of Hong Kong and the English language.

23. SEVERABILITY

23.1 If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted.

24. DISPUTES

24.1 Any dispute or difference arising out of or in connection with this contract, or the subject matter of this contract, including any question about its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Hong Kong International Arbitration Centre ("HKIAC Rules") for the time being in force, which Rules are deemed to be incorporated by reference into this clause.