

ENJOY – TERMS & CONDITIONS

Revised May 2019

Rental customers must read the rental terms and conditions prominently displayed on the villa website. These terms will be presented and signed on check-in at the villa with the villa management.

1. ARRIVAL & DEPARTURE TIMES

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

2. REGISTERED GUESTS

Only the number of persons 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 \$300 USD per person 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 \$1,500 USD Event Fee will be applicable and the guest must warn the Lessor of the party. In addition, a guarantee security deposit of \$6,000 USD will be collected on site from which a cleaning surcharge of up to \$350 USD will be deducted before refund 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 1 month prior to the date of the wedding or event.

4. PETS

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

5. PAYMENT

A non-refundable 50% deposit is due within 5 calendar days of booking the villa. For Peak Season (clause 5 below) bookings, full payment is due 90 days prior to Lessee's arrival date. For bookings during the rest of the year, full payment is due 60 days prior to Lessee's arrival date.

6. MINIMUM STAY

For Peak season bookings, there is a minimum of 7-10 days;
For Easter and Chinese New Years, there is a 5 day minimum booking; and
For the rest of the year there is a 3 day minimum.

7. SECURITY DEPOSIT

There is a \$1,500 USD security deposit payable at the time payment is provided. If all bank details have been received prior to the arrival date, it 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 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

If Lessee cancels the booking, the Lessor will retain part of the rental amount as follows:

If Lessee cancels within 45 days prior to the beginning of the rental period 100% of the rental amount will be forfeited.

If Lessee cancels 46 days or more before the beginning of the rental period, the Lessor will forfeit 50% of the rental amount.

For Peak Season bookings, if the Lessee cancels 75 days or more before the beginning of the rental period, the Lessor will forfeit 50% of the rental amount. If Lessee cancels within 60 days prior to the beginning of the rental period, the entire rental amount will be forfeited.

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

could not be solved by dealing directly with the local villa staff, contact the villa Concierge 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 be reasonably expected to avoid and rectify any complaints 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 behaviour 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 VILLA

The service of staff is included at the villa. 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.

15. FOOD & BEVERAGE

All food and beverage items purchased on behalf of guests will be charged to guests at cost plus 20%. The 20% surcharge covers cooking utilities, transportation, 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

All rates include airport pick up and return. Taxis and airport transfers can be arranged through the villa Concierge.

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 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 the responsibility of Lessor. Lessee accepts and acknowledges and 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 in the grounds and the Villa Manager can provide an ash tray.

22. VALUABLES

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

23. ARTWORK

Villa Enjoy Phuket contains 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 and if these damages exceed the amount of the security deposit the Lessee shall be liable to compensate the Lessor for the difference.