

YIN – TERMS & CONDITIONS

Revised September 2018

1. Arrival & Departure Times

Unless agreed otherwise by the Lessor, check in time is 3:00 PM and check out time is 12:00PM. Early check-in depends on availability and cannot be guaranteed. However, to be sure of having the room ready upon arrival, you can reserve the Villa in advance. Check-in fee from 10:00 AM onwards is 500 US\$. Late check-out also depends on availability and cannot be guaranteed. The cost of late check-out up to 6:00PM is 500 US\$. Check-in before 10:00AM and check-out after 6:00PM are considered as one night stay and the full daily rate is applicable.

2. Registered Guests

Only the number of persons stipulated in the Booking Contract may reside at the property as guests. The number of registered guests given at the time of the booking is the maximum number of guests allowed. 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. Payment Terms

50% deposit is due within 3 calendar days upon booking. Full payment is due 65 days prior to Lessee's arrival date.

4. Minimum Stay

There is a minimum 2 night stay requirement for most of the year. For Peak Season (Christmas & New Year), the minimum stay is 7-10 nights. For holidays such as Easter and Chinese New Year, the minimum stay is 5 nights.

5. Security Deposit

There is a \$2,500 USD security deposit payable by cash on arrival. It will be returned to the lessee prior to check-out. In the event that the villa incurred damages or any breakages during the stay of the guests, the costs will be deducted from the security deposit. This excludes normal and acceptable wear and tear. The condition of the property will be judged at the sole discretion of the owner or the owner's representative. If the value of damages or breakages exceeds the amount of security deposit, the Lessee will be held liable to pay the outstanding amount to the Lessor as soon as possible.

6. Cancellation Policies

Notice of cancellation must be sent in writing via email to your villa specialist and will follow the general cancellation fees below:

- 20% of the total rental amount will be forfeited if the cancellation is made more than 65 days before the start of the rental period,
- 50% of the total rental amount will be forfeited if the cancellation is made between 30 and 65 days before the start of the rental period,
- 100% of the total rental amount will be forfeited if the cancellation is made between 1 and 29 days before the start of the rental period.

7. 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 can be deducted before refund to the Lessee if deemed necessary. All events and weddings must be organized by a professional planner as the villa staff is not able to assist with planning. A plan for the event must be submitted to the Villa Manager for approval at least 1 month prior to the date of the wedding or event.

8. 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.

9. 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.

10. 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 Manager 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.

11. 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.

12. 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.

13. Staff at the Villa

Staff service is included in your stay at the villa from 8am to 9pm. On occasion, and with prior notice, they are also available for late-night special events or early morning breakfast (Extra hours can be charge at the discretion of the villa policy). 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.

14. Food and 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.

15. 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.

16. 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.

17. Transfers

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

18. 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 on the terrace, by the rocks, 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.

19. Smoking

Smoking is not permitted within the villa. Smoking is permissible outside in the grounds and the Villa Manager can provide an ashtray.

20. Pets

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

21. Utilities

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

22. Valuables

A personal safety deposit boxes are provided in the villa and we always suggest using 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

The villa 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.