



## **TERMS AND CONDITIONS**

### **RENTAL RATES**

Baan Lom Talay reserves the right to alter published rates at its discretion. Once rental rates are agreed upon with the lessee or the lessee's agent, and a deposit or full payment is made, the rental rate is considered final, and no variation of the rates will be possible. Subsequent promotions or specials will not apply to rates once they have been finalized with the lessee.

### **ARRIVAL & DEPARTURE TIMES**

Unless agreed otherwise, check-in time is 3:00pm and checkout time is 12:00 noon (early arrival and late departure will depend upon availability of the villa at the time of arrival or departure, and may be subject to a surcharge depending on the number of hours requested and other specific circumstances).

### **REGISTERED GUESTS**

Only the number of persons stipulated in the Rental Agreement may reside at the property as guests.

### **MAXIMUM NUMBER OF GUESTS**

Villa rental rates are for a maximum of 12 guests. Additional guests will be charged at a rate of: Adults - \$75 USD per night; Children (12 years and under) - \$50 USD per night, and are by arrangement only.

### **PETS**

No pets are allowed on the entire property.

### **PAYMENT**

A 50% non-refundable deposit is due within 5 calendar days of booking the villa. A booking will only be regarded as confirmed once the deposit has been received in our account. The remaining 50 % must be paid at the latest 30 days prior to arrival, and 60 days prior to arrival for bookings during Peak Season from Dec.15 to Jan.15 (a 5% surcharge will be applied to late payments). Any booking less than 30 days prior to arrival will necessitate full payment to be made within 5 calendar days to confirm the booking. Baan Lom Talay reserves the right to re-let the villa if payment schedules are not adhered to. All bank transfer fees, taxes and associated costs are the responsibility of the sender.

### **LENGTH OF STAY**

There is a 7-day minimum stay requirement during the Peak Seasons (Dec 15 - Jan 15). There is a 2-day minimum stay requirement at all other times.

### **SECURITY DEPOSIT**

A security deposit equivalent to one night's rental rate (but not less than \$1,000 USD) is payable before check in. Preferably, this should be included with the final booking payment. Alternatively, the Security Deposit can be paid in cash during check in (N.B. Currencies accepted - THB or USD). The Security Deposit will be refunded to the lessee once an inspection of the villa for any damage and an inventory has taken place.

## **WEDDINGS AND PRIVATE FUNCTIONS**

The villa is available to be rented for weddings and private functions. A minimum 3 day rental period will apply to any booking for a private function, and additional surcharges may be applicable depending on the nature of the function, number of guests, staffing and equipment requirements, etc. Rates and conditions can be detailed upon request and by arrangement.

## **CANCELLATION**

Cancellation within 30 days prior to the beginning of the rental period, the entire rental amount will be forfeited. Cancellation within 31 days or more before the beginning of the rental period, the Lessee will forfeit 50% of the rental amount.

## **LESSEE'S INSURANCE**

Each guest must have comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage). Liability insurance is also required.

## **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, Acts of God, and any occurrences outside the control of the Lessor.

## **COMPLAINTS**

Lessor cannot be held liable for interruptions of the supply of water, electricity, internet connection, or breakdown of swimming pool filtration systems. The Lessor will use all best endeavours to arrange for any such problems to be solved quickly. 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. 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. No complaints will be considered if made after the departure date.

## **CONDUCT & BEHAVIOUR**

Lessee is responsible for the correct and appropriate behaviour of all guests staying at the Villa. Should any member of the party behave in a manner considered inappropriate, either the Lessor or the local representative may at their absolute discretion ask the offending guest or guests to vacate the Villa forthwith. No refund can be claimed from the Lessor in such case. Owner or his representative may enter the villa at any time. It is also 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.

## **FOOD AND BEVERAGE**

All food and beverage items purchased on behalf of guests will be charged to guests at cost +20% or a 750 Baht minimum. The charge is to cover transportation expenses, as well as cooking, gas, electricity, condiments, and all related costs incurred from preparation, cooking and kitchen related expenses. Due to villa kitchen and staff capacity we kindly ask our guests to order no more than 6 or 7 different dishes during any one lunch or dinner.

## **LINEN & TOWELS**

Towels Linen and are provided at the Villa. The Towels are daily changed and every three (3) days for bed linen.

## **VALUABLES**

A personal safe is provided in all bedrooms. It is strongly recommended that it be used to store valuable items such as passports, cash, traveler's checks, mobile phone, cameras, jewelry, 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 or damage of personal property.

## **DUE CARE AND SUPERVISOR INDEMNITY**

Lessee accepts and acknowledges that they are 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. Lessee and their guests are required to take due care when residing at the villa and be

especially watchful of children playing in the gardens, near or in the pool or Jacuzzi. Children MUST be under supervision of an adult at all times when staying at the Villa. Guests are not permitted to enter the room when wet from swimming, as the floors can be slippery. Damage or injury arising as a result shall not be the responsibility of the Lessor.

**SMOKING**

Baan Lom Talay is a non-smoking villa. Smoking is only allowed outdoors.

**LONG TERM RENTAL (rentals of 3 months or longer)**

By arrangement upon request. Please contact us for more information on Long Term Rental rates, terms and conditions.