

Rental Agreement for The Calvie

This Rental Agreement (the "Agreement") is a legally binding agreement made and entered into as of the date both parties have signed this Agreement. This Agreement is by and between the undersigned person(s) or company (the "Guest") and the undersigned owner ("Owner"), pursuant to which the Guest has agreed to rent The Calvie villa in Koh Samui, Thailand (the "Property"), for the duration of the term (the "Rental Period") and rental fees set out in the Guest's Booking Confirmation and other good and valuable consideration as described herein.

1. Payment

When the Guest makes a booking request, the Guest must transfer the applicable deposit to the Owner within 5 working days of availability confirmation. The following deposit payment must be received by the Owner:

- For rentals beginning more than 45 days after the date of the booking request – a deposit of 50% of the total rental amount is payable
- For rentals beginning 45 days or less after the date of the booking request – the total rental amount is payable

If the required deposit is not received within the 5 working day period, the Owner reserves the right to reject the Guest's booking request.

Where a 50% deposit applies to the booking, the Guest must pay the remaining 50% balance not less than 45 days before the scheduled arrival date.

All payments must be made in full in US Dollars, unless otherwise agreed with the Owner, and must be made in accordance with the Owner's payment instructions as set out in the Guest's Booking Confirmation. The Guest is responsible for all bank fees related to the transfer of the payment to the Owner.

If payments are not made on or before the due dates as required herein, the Owner or a representative of the Owner may cancel the booking, in which case the rental contract will be thereby terminated without any further notice required. Cancellation charges may apply as detailed below.

2. Additional costs

Guests will be charged 7 % tax and a 10% service charge on their rental rates.

Otherwise, there are generally no additional costs, surcharges, taxes, staff salaries, or management fees above the price quoted unless otherwise stated in the property description or the Guest Booking Confirmation. If the information in any of these is inconsistent, the most recently issued terms will prevail.

Additional gratuities for household staff are encouraged and commonly given in Thailand for good service, but are left entirely to the Guest's discretion.

3. Guest Booking Confirmation

Confirmation details, the Property address, contact details of the Owner or a representative of the Owner and directions to the Property will be sent to the Guest in a Guest Booking Confirmation when full payment is received. This voucher, along with the Guest's passport, need to be presented upon arrival.

4. Arrival / Departure times

Typical check-out and check-in times are 12:00 noon and 3:00pm respectively unless stated otherwise. The Owner or representative of the Owner will try to accommodate the Guest's actual arrival and departure times, subject to availability. Please advise the Owner of any changes to your schedule so every effort can be made to accommodate them.

5. Security Deposit

A security deposit shall be payable, at the Owner's option, either (i) by bank transfer to the Owner, or (ii) directly to the representative of the Owner in cash immediately upon arrival at the Property. The standard security deposit required for the Property is USD 500; however, the Owner has the right to impose different requirements on a case by case basis. Access to the Property may be refused if the security deposit is not paid in full. When a non-standard security deposit applies, the Owner will inform the Guest in advance of the amount payable and any other conditions.

The security deposit will be promptly refunded following the end of the Rental Period, after deducting:

- any additional expenses incurred on the Guest's behalf (e.g. additional charges for in-house services such as chef, food purchased for the Guests or other goods, services and staff which have not been directly paid by the Guest, if applicable); and
- the cost of replacement or repair for any loss or damage to the Property or its surrounds or contents caused during the Rental Period.

6. Damage or Losses

Please treat the Property as someone's home, and leave the Property and all its contents in good order and in an acceptably clean condition.

Any damage or losses caused during the Rental Period, as well as any special cleaning requirements will be the Guest's responsibility and may be charged to the Guest's account and deducted from the Guest's security deposit. In cases of excessive or unacceptable loss or damage at any time during the Rental Period, the Owner or representative of the Owner may require the Guest and their party, including visitors to vacate the Property immediately, without compensation or refund.

7. Access

The Property and its facilities are available for the Guest's enjoyment during the Rental Period. However, the Owner, representative of the Owner, or other staff and contractors may need access to the Property from time to time (e.g. for maintenance purposes to the house, garden, swimming pool, utilities and services, or for the purposes of providing additional services requested by the Guest, etc.). The Guest is required to provide reasonable access to the Property for these purposes.

8. Number of Guests

The number of persons (adults and children) staying at the Property must not exceed the maximum number indicated in the Guest Booking Confirmation, unless specifically authorized in writing. Exceeding this number may invalidate any insurance policy on the Property. Entry or access to the Property may be refused or limited where the number of guests exceeds the stated requirement. No pets are allowed.

9. Use of Property

All bookings are assumed to be for normal holiday purposes only, and the Guest agrees that the use of the Property will be limited to this purpose unless otherwise confirmed in writing. Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons.

If the Guest is planning to hold an event, such as a wedding or party, which involves having a larger number of people at the Property, or if the Guest is planning to use the Property for a purpose other than holiday, please communicate this to the Owner at the time of booking, as special approval or arrangements may be required. Depending on the nature of the event, a surcharge and/or additional security deposit may be required, which will be agreed and confirmed in writing prior to confirming the reservation.

10. Conduct and Due Care

The Guest is asked to respect the quiet residential area in which the Property is located and ensure that all guests and visitors to the Property behave appropriately. Illegal or immoral activities including gambling, prostitution, prohibited drugs, possession or use of pyrotechnics or dangerous goods, and possession or use of firearms and other weapons are all strictly prohibited. **Smoking is strictly prohibited.** In the event the Guest fails to respect the house rules, the Guest shall forfeit the security deposit and agrees to its forfeiture as reasonable compensation for special cleaning required to remove odours from smoking on the property.

The Guest is responsible for the behaviour of the guests staying at the Property, as well as visitors to the Property during the Rental Period. Should any guest(s) or visitor(s) not behave in a suitable manner, or if the Guest fails to comply with conditions and obligations of this Agreement, the Owner or Owner's representative may, in their absolute discretion, remove all the Guest's property and belongings and require the Guest, their party and/or visitor(s) to leave the premises and/or vacate the Property immediately, without compensation or refund.

In the interests of safety, due care should be taken at the Property at all times, especially with children. Suitable supervision should be given around the pool, stairs, balconies and roads, and when using all the Property's facilities. Special care should be given to children in the infinity pool.

11. Valuables and Security

Any Guest valuables or property left or used at the Property are at the Guest's own risk. Neither the Owner nor the Owner's representative accepts any responsibility for loss of or damage to Guest property. The Guest is responsible for the Property during the Rental Period, and must ensure that all windows and doors are locked securely when not on the premises. Any act or omission by the Guest, their party and/or visitors which may negate or prejudice the Property's insurance policy and/or results in loss or damage is the Guest's responsibility. All Guests should make use of the digital safe for their valuables.

12. Price Fluctuations

Once the Guest's booking is confirmed, the price of the Guest's reservation is fully guaranteed, even if the Owner changes the price on its website after the Guest's booking has been confirmed. In return for this commitment, no refunds will be made for any exchange rate fluctuations that would otherwise reduce the rental cost.

The Owner reserves the right to impose any taxes or other charges which may be implemented by any government or other regulatory body, which were unknown at the time of booking. The Owner will tell the Guest promptly in the unlikely event that it becomes aware that any additional taxes or charges will apply to the Guest's booking.

13. Cancellations

If the Guest wishes to cancel a confirmed booking, written notice of cancellation must be sent to the Owner by email. All cancellation notices received by the Owner will be acknowledged in writing. It is strongly recommended that the Guest and all members of the Guest's party purchase trip cancellation insurance.

Cancellation of a booking includes but is not limited to:

- Cancellation of one or more days of a booking; and
- An amendment of a booking so that any of the dates of the original booking are no longer required.

In the event that the Guest cancels a confirmed booking, the following cancellation fees will generally apply:

- 20% of the total rental amount will be forfeited if the cancellation is made more than 90 days before the start of the Rental Period

- 50% of the total rental amount will be forfeited if the cancellation is made between 45 and 89 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 44 days before the start of the Rental Period

The applicable amount will be deducted from the deposit and moneys paid, and the Owner will refund any remaining balance to the Guest.

14. Complaints

Every attempt will be made to ensure that the Guest has an enjoyable stay. If the Guest should have a problem during the Rental Period, please inform the Owner or Owner's representative immediately who will endeavour to put things right.

15. Provisions

The Guest will need to supply all provisions and consumables necessary for daily living. The staff at The Calvie may accommodate any reasonable requests to purchase provisions on the Guest's behalf, and this will be charged to the Guest's account.

16. Disclaimers

Neither the Owner nor the Owner's representative accepts any responsibility or liability for:

- any physical injury, sickness, death, loss, damage, inconvenience or additional expenses incurred by the Guest, their party or visitors regardless of the cause;
- any disruption to the Guest's stay caused by any matters beyond the control of the Owner such as but not limited to disruption caused by black-outs or flooding on the island of Koh Samui;
- any vehicle or the contents of any vehicle used, hired or engaged by the Guest or their party during the Rental Period;
- any services provided by third-party service companies such as in-house catering;
- inability of the Guest or any member of the Guest's party to enter the location of the Property or stay at the Property for all or part of the Rental Period as a result of failure to obtain appropriate travel or visa documentation, cancellation or amendments to travel arrangements or the missing of flights or travel connections; and/or
- any delay or cancellation of the booking as a result of war, threat of war, riot or civil strife, strike, demonstration, terrorist activity (threatened or actual), natural disaster, fire, sickness, weather conditions, action at an airport or port by any government or public authority, technical problems relating to transport and airport regulations caused by technical, mechanical or electrical breakdowns, or any technical, structural, electrical, plumbing or other problems or difficulties with the Property which make it unsafe or unusable, or any other circumstances which amount to 'force majeure' or Acts of God, or other events beyond the Owner's control.

In no case will the Owner or the Owner's representative individually or collectively be liable to make any payment or give any refund or compensation of any amount over and above the total rental amount paid.

The Guest shall indemnify and hold harmless The Owner and its personnel against and from all liabilities, losses, damages, costs, charges, expenses, actions, proceedings, claims and demands incurred by it or any third party as a result of or in connection with any loss, injury (including death) or damage directly or indirectly resulting from any act or omission of the Guest including any damage to person or property caused by the Guest.

17. Jurisdiction

This Agreement shall be governed by the laws of England and Wales.

Any dispute arising out of or in connection with this Agreement shall be settled by arbitration in accordance with the provisions of the Dubai International Arbitration Centre Rules (“the Rules”), by a sole arbitrator appointed in compliance with the Rules. The language of the arbitration shall be English. The legal seat of the arbitration shall be London, England and any hearings shall be held in Bangkok, Thailand. The parties agree that the unsuccessful party in any dispute shall indemnify the successful party for all arbitration fees and expenses and all legal expenses and disbursements incurred by the successful party. Any debt the subject of any dispute shall be subject to interest at the rate of 12% per annum compounded daily from the date the debt arises until the date of payment of such debt.

18. Severability

If any of these terms and conditions which form part of the rental contract between the Guest and Owner are or become or are deemed to be invalid, or if there is any omission from any terms and conditions, the remaining terms and conditions will remain valid and enforceable and cannot be contested.

19. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by the Guest and the Owner.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the last date written below.