



RENTAL TERMS AND CONDITIONS

1. PRICES

Rates are per day for the whole property or per room with discounts for reduced occupancy of 2 or 3 bedrooms when requested (Exclusive Rental Option) or for rent a single room when it is available (Resort Option) until maximum number of guests permitted and indicated in the table.

Price including all what listed on the quotation/invoice, extra service or changes is permitted when requested at check-in with the extra charges payable on site.

Prices include the service of a property manager speaking Thai, English and Italian languages and 2 full-time staff resident on site including handyman and maid plus a part time waiter.

Prices do not include the services of a professional in-villa Thai Chef which is available on request at extra cost, cost of food and beverage and food transportation are charged to the guest.

Prices include continental breakfast prepared daily by the staff.

The prices include the use of all equipment and all services that the villa offers, such as: private covered parking, 2 canoes, Wi-Fi, a desktop PC, use of swimming pool and it's relative facilities, small library, a collection of DVD / VCD etc.

Prices includes local taxes (7% VAT)

Price do not include Service Charges (10%).

Prices do not include transfers to and from the airport, if required rates will be quoted separately.

Prices are in U\$D (US Dollar) and may vary depending on exchange rate with the currencies of the Country of origin of the clients.

2 RESERVATION

For any seasonality that is referenced by the reservation, except Christmas and New Year's Eve (December 15th - January 10th), a non-refundable deposit of 3 days-worth of rent must be paid at time of booking. For Christmas and New Year period a non-refundable deposit of 50% of the total value of the booking must be paid upon the same. For bookings made within 45 days from the date of start of the rental is required to pay the full amount of the booking cost. In case of cancellation please refer to section 4.

3. BALANCE PAYMENT

Balance payment to pay at least 30 days before the guest arrival. If we don't receive the balance within 5 days after the due date, we are entitled to cancel the reservation without any responsibility on our part, and without refunding the deposit already paid and any other payment received. No contract shall stand between the parties until receipt by us the deposit payment required.

4. CANCELLATIONS, CHANGE OF DATES AND RE-BOOKING

In case of cancellation for any reason by the customer, or part of the reservation, or on our part as a result of non-payment within the time specified (see paragraphs 2 and 3), we are entitled to retain any amounts already received the following conditions:

30 days or more before arrival date: All payments are withheld and credited for 9 months from the date of confirmation of the cancellation. The value of this credit will be able to be used by the client or someone on his behalf, for any booking, any time there is availability.

Within 30 days from the date of arrival: all payments are withheld. A partial or full refund is applicable only in cases where there is a new booking that covers partially or totally the initial reservation cancelled.

CHANGE OF DATES AND REBOOKING requested from the client for any reason for any kind of reservations already confirmed must be notified as soon as possible and are subjected to the availability. If the change of dates requested reduces the previous stay and occurs within the dates listed on the original booking then this reservation will be cancelled and will need a re-booking where will be applied and charged a penalty: 15% penalty if there is a reduction of the stay of less of 50% of the previous booking, 25% penalty if there is a reduction of the stay of more than 50% of the previous booking and the percent of penalty applied will be calculated on the balance between the total cost of the new booking and the total cost of the previous booking. On any case the new booking can not includes any discount and/or promotion even if applied on the previous booking. Changes of any kind of reservations already confirmed in spite of us may occur only occasionally, in this case we will notify the customer as soon as possible. If for any occasion beyond our control (for example: serious problems to the property due to unpredictable phenomena such as wars, riots, insurrections, tsunamis, floods, earthquakes, storms, etc..) We were unable to accommodate the customer in the property booked, we reserve the right to cancel the booking or to transfer it to another property, if any available, of equal level. In the event that the price of the alternative property is less than that of property originally booked the customer will be entitled to a refund of the difference. In the event that the price of the property exceeds that of alternative property booked the customer must pay the balance of prices.

5. MINIMUM RENTAL

The minimum rental is 3 - 5 – 7 or 10 nights depending on the rental periods unless otherwise agreed. The minimum rental periods including Christmas and New Year is of 10 nights unless otherwise agreed.

6. NUMBER OF GUESTS

Only persons registered in the booking form may use the property. The number of guests must not exceed the maximum number indicated on the booking form. If you were to check on the property by unauthorized persons, or exceeding the maximum number of guests allowed, we will be entitled to require the immediate abolition of the property to all customers, without generating any reimbursements or allowances for the rental days that has not been used in accordance with the original reservation.

7. CHECK IN AND CHECK OUT

Check-in is after 15.00 on the day of arrival unless otherwise agreed.

Check-out time by 11.00 on day of departure unless otherwise agreed.

In the event of flight delays or inconvenience to any size, the customer must notify us promptly in order to coordinate the best possible arrival. Early check-in and/or late checkout subjected to availability.

Normally we do not ask any surcharge for 1-2 hours early check in or late checkout, but if the hours exceed 2 (two) then we'll apply a surcharge to cover the extra cost for the overtime staff. Early check in and late checkout, when not coming from flights delay or other inconvenience during the trip or the stay, must be agreed in advance and any extra costs have to be covered by the customer by a charge of \$ 35 (or 1.000 THB) for any extra hour at the Villa, if the extra hours exceed 5 then we'll charge 50% of daily rate.

8. DEPOSIT

It requires a fully refundable security deposit of 1.000 U.S. dollars (U \$ D) or 30.000 THB (Thai Baht) payable on arrival to cover any damage may incur to the property or material contained in it. The deposit must be paid in cash upon check-in on site and will be refunded in the same way.

9. COMPLAINTS

The managers on site and our representatives have personally visited and inspected the property. The descriptions on our website **www.samuibaanphulay.com** is accurate and in good faith. In any case we are not liable for any change was made without informing our representatives. Furthermore, we do not accept any responsibility for any lack of water and electricity, or any failure of the filtration system for

swimming pools. Our on-site managers will do their best to solve these problems as quickly as possible by creating minimal inconvenience to guests. For any problem during your stay that cannot be solved directly with the staff of the property, guests are required to contact the manager director on-site and (Mobile 0862 739 808). They can be responsible for on-site first-person help customers following any complaints when they are contacted promptly. Any problems or complaints reported at the end of your stay will not be considered. Customers who decide to leave the property before the appointed time will give timely information and will lose any right to any refund or rebate.

10. RULES OF CONDUCT AND DAMAGE TO PROPERTY

The client signing the booking form is responsible for the correct and decent behavior of his group. He's also responsible for any damage caused to the property on his part and by any member of his group. It also required to communicate to staff and managers to spot any damage caused and to support the cost of any repairs or replacements. Guest are kindly requested to switch off the air conditioning when leaving the room, don't smoking inside the room, smoking in permitted only on the open air of the property, wearing the slippers that we provide when walking on rooms, don't bring food inside the room to avoid the presence of insects, do not wasting water and electricity to preserve the environment.

In the event of disrespectful behavior toward property by the signatory of the booking form or any other member of his group, the staff and the resident manager spot will be authorized to impose to all visitors, including those officially registered, leave the property immediately without generating refunds or penalties of any kind, particularly with a case, the customer is also criminally prosecuted by local authorities:

- Presence of non-registered guests within the property
- Any illegal activity involving minors
- Any other illegal, immoral or offensive use of public decency as drugs, pornography, prostitution, gambling, etc. ...

11. ENTERTAINMENT IN PROPERTY

Celebrations, parties and entertainment involving a large turnout of guests are allowed permission in advance, and are governed by special conditions and fees. Please contact us for more information. Unauthorized use of the property for parties and entertainment authorize staff and the manager on site to demand that all guests leave the property, without generating any reimbursements or allowances for the days of rent have not been used in accordance with the original reservation in this case the deposit will be withheld until the evaluation of potential damage.

12. ACCIDENT TO GUESTS

The use of the pool and all the others amenities of the Villa, in particular for children, is subject to close supervision by adults who are part of the group especially when using the swimming pool. Owner, Managers and Staff on site in person, cannot be held responsible for any accident or injury to any of the guests during their stay in the property, under any circumstances.

13. INSURANCE

Is advisable that the customer be covered by insurance, especially medical insurance. The cost any insurance is at the total charge of the insured. The existence of any insurance coverage we will have to report on arrival. The client signing the booking form confirms that was been warned by us about the need for such insurance coverage for themselves and for all the other members of the group.

14. CHILDREN

Children are accepted and welcome in the property. However, obligation and responsibility to notify customers of the possible presence of children and their exact age before finalizing your reservation. Children are subject to close supervision by adults who are part of the group especially when using the swimming pool and all the other facilities of the property.

15. PETS

Pets are normally not allowed on the property. If customers wish, however, bring one with them are requested to notify well in advance to obtain permission from the management, in which case it will require a further charge and security deposit.

16. CLEANING

Property is given to the guest clean, tidy and in perfect condition at the beginning of the rental period. In any case, the guests must leave the property in order to time of departure. If this should not be in decent condition at check-out staff and managers on site are allowed to take guests up to 250 U.S. dollars (U\$D) to cover the cost of service of an agency specialized in the cleaning and restorations.

17. DAILY MAID SERVICE

The staff provides daily cleaning and domestic services, the changes of bed linen is every 3 (three) days and every 5 (five) days in case of long term rental over 20 days. Bath towels and pool towels are changed on request, we invite customers to ask for a change consistent with the real needs in order to avoid overuse of water contribute to the maintenance of the environment pristine. In the event that the customer needs an extra service or customized to that already included, you must notify us at time of booking. All costs for the extra benefits must be pay on site at check-in.

18. IN-VILLA CHEF SERVICE

A Thai professional chef is available on request for its cooking in-villa services for lunch and/or dinner with additional costs of 60 U\$D/day for one meal a day (lunch or dinner) or 80 U\$D for two meals a day (lunch and dinner), shopping list of food, beverages and food transportation are at the guests charge.

19. WATER AND ELECTRICITY

In the case of water shortages, the on-site staff and managers will do everything possible to solve the problem as quickly as possible. Power failures are possible, usually for short periods. In any case we cannot be held responsible for any inconvenience and malfunction caused by events beyond our control.

20. TELEPHONE AND INTERNET

Customers please have to note that the property does not have a fixed telephone line, but has free access to Wi-Fi Internet 10 Mb. We strongly recommend that you travel with at least one mobile phone. For the internet service we cannot guarantee the restoration of the connection in case of technical problems beyond our control such problems to the line from the local Telephone Company, or by the ISP providing the service.

21. PHOTO

Photographs and videos made by customers is permitted in the property but in any case cannot be used or sold for profit or broadcasted on public media or published online without a written permission by the management, any violation will be prosecuted.

22. VALUED OBJECTS

Choice to leave valuables inside the property, although in special safe boxes, is at the discretion of the customer. The staff and manager on-site in the first person cannot be held responsible for their loss or theft.

23. DOCUMENTS

Passport: Required for entry into Thailand, and must be valid for at least 6 months upon arrival. Tourists, by law, are required to carry always their original passport. There have been cases of tourists arrested because they do not hold document. Travel abroad of minors: please note that the rules on foreign travel of children also varies according to the national provisions of each country. The recent Italian legislation

(November 2009) provides for the compulsory passports for children, whose periods of validity are differentiated by age (without prejudice to the validity of passports already been made clear in which children members). It is therefore advisable to employ the latest information at their police station, as well as embassies or consulates accredited in the Country of origin.

Visa: not required for stays for tourism not exceeding 30 (thirty) days. Upon arrival in Thailand by air is affixed a stamp in your passport that allows the in-country for 30 days. In the case of land border crossing, but this period is limited to 15 days. Tourist visas of longer duration or other types of visas (study, work, etc.) must be applied at the Thai Embassy or Consulate in the Country of origin.

24. IMPORT RESTRICTIONS AND LIMITATIONS

Thai authorities apply the law strictly local customs governing the importation or bringing in your country due to particular categories of goods. In particular, it is recommendable to pay attention to the rules on tobacco and alcohol products. In this regard, may be introduced into Thailand duty free up to 200 cigarettes or up to 250 grams of tobacco or mixed quantities of the two articles with a total weight not exceeding 250 grams. It also prohibited the introduction into the country of certain categories of goods such as pornography, and evaluate products counterfeit, protected plants and animal species, etc. For other goods then the import and export is restricted, for example:

- Alcoholic beverages.

- Firearms and ammunition require a special permit issued by the National Police;

Pets: Dogs and cats must have a certificate of good health and a certificate of vaccination against rabies.

It may happen that the animal is quarantine at the owner's expense

- Antiques and sacred objects of religion cannot be export without a permit issued by the Department of National Museums.

It is strongly recommendable to acquire, before embarking on the journey, updated information on the provisions of relevant laws, visit the website:

<http://www.customs.go.th/wps/wcm/connect/CustEn/Home/HomeWelCome>. It should be noted that the Thai authorities imposing strict sanctions against those who break these rules, that result in the imposition of substantial fines or imprisonment.

NOTE: this form is wrote only in English to avoid any misunderstanding from incorrect translations by other languages.

Filling and signing this form the customer declares to have read and agrees to the rental terms and conditions listed on this form on all paragraphs from 1. to 24.

Guests List	Name and Surname	SIGN
Main Guest (1) (Head of the group)		
Guest 2)		
Guest 3)		
Guest 4)		
Guest 5)		
Guest 6)		
Guest 7)		
Guest 8)		
Guest 9)		
Guest 10)		
Guest 11)		
Guest 12)		