



## TERMS & CONDITIONS

This agreement is made between Karma Shana Management, referred as “KS”, and an individual party (from 1 to 6 persons) willing to stay at one of KS properties for a recreational stay, referred as “The Guest”. The aforementioned property should be referred as “The Villa”. Any receipt of a booking request shall be taken as a confirmation of acceptance of the following Terms & Conditions. KS reserves the right to amend/add anytime and without prior notice, as its own discretion.

### 1. BOOKING PROCESS

#### 1.1 Provisional Confirmation of Availability and Rates

Upon receipt of a request confirmation of availability, the applicable seasonal Villa rates and the amount of deposit required will be advised. Bookings are on a ‘first-come, first-served’ basis. KS reserves the right to decline a booking without giving any reason.

#### 1.2 Exclusions & Additional Charges

Rates do not include, gratuities, car rental, food, soft drinks and/or liquor, personal items, KS concierge services, expenses due to any other third parties, replacement of breakages (unless specified) and any excessive cleaning required upon departure (such as upholstery or rug shampooing, etc...) Fair wear and tear accepted. Any additional charge is to be paid upon check-out.

Electric consumption will be measured upon check-in and check-out, by meter reading, and is to be paid upon check-out at 7 THB per kw.

Water consumption will be measured upon check-in and check-out, by meter reading, and is to be paid upon check-out at 50 THB per cube.

#### 1.3 Initial Deposit

An initial deposit of 50% of The Villa rental must be paid to confirm a booking, unless otherwise specified in the confirmation of availability.

Before the booking is confirmed and a contract comes into existence, KS reserves the right to increase or decrease the agreed prices. No contract will exist until receipt of funds.

If funds are not received within 5 banking days, the reservation shall be deemed to have been cancelled and KS reserves the right to allocate The Villa to another client. Should the booking be cancelled, cancellation charges will become payable in accordance with below.

#### 1.4 Balance Payment

The outstanding balance must be settled 30 days prior to arrival (or 100% if booked less than 30 days prior arrival.)

#### 1.5 Security Deposit

A security deposit of 20,000 THB (twenty thousand thai bahts) is required upon check-in in cash, in order to cover any damage/breakage/theft during the stay as well as electricity & water consumption. This security deposit will be returned upon check-out, fully or partially, depending on such consumption & events happened during the stay, in cash.

### 2. PAYMENT

Payment can be made by either international bank transfer (net of bank fees), cash, or credit card. If KS does not receive the balance by the due date, KS reserves the right to cancel the booking and cancellation charges will apply.



### 3. CANCELLATION AND AMENDMENTS TO RESERVATION

If it becomes necessary to cancel all or any part of the booking, KS must be notified in writing (email acceptable). The cancellation will take effect from the day the written confirmation is received.

The following cancellation charges will be applicable depending on when the notification of the cancellation is received, in writing:

Full refund if cancelled more than 30 days before arrival. Cancellations of 30 days or less will receive no refund; the full payment will be forfeited.

The above cancellation charges also apply if KS cancels the booking due to non-payment of the balance. If the dates of the booking require to be changed or amended, this may be treated as a cancellation of the original booking and cancellation charges may apply.

Any change to the original reservation is subject to the approval of KS.

### 4. ARRIVAL & DEPARTURE TIMES

KS reception opening hours are from 9:00 am until 6:00 pm. During this time our Front Office Team is on site.

Check-In time is from 2:00pm to 6:00pm and Check-Out time is from 9:00am to 12:00 pm. Outside these hours, any arrival and departure will depend upon availability of The Villa and staff presence, and additional charges may be applied. The Guest is responsible for informing the correct arrival and departure details (flight number and time), as KS cannot guarantee any availability outside its offices opening hours.

Early check-ins and late check-outs are upon availability of The Villa and cannot exceed KS offices opening hours. Additional charges may be applied.

In case your check-in time is outside of opening hours, please kindly advise our reservation team in advance via email on [contact@karmashana.com](mailto:contact@karmashana.com)

### 5. ALTERATIONS AND CANCELLATIONS BY KS

Though it is unlikely that KS will have to make any changes to confirmed arrangements, it does occasionally happen, and we will advise you at the earliest possible date. If, for any reason beyond our control, we are unable to provide you with The Villa booked, KS shall reserve the right to cancel the reservation.

For example, but not inclusive, if the properties are damaged or rendered unusable KS will endeavor to locate the Guests to an alternative property for the period required but no guarantee is given that this can be done. However, if this is not possible, or The Guest does not wish to be transferred, KS will cancel the booking and refund in full, less any bank transfer charges, the amount paid to KS for The Villa. KS shall not be liable for any further obligations or claims by The Guest.

### 6. REGISTERED GUESTS

The Maximum Occupancy in The Villa is 6 people.

The Villa does not allow extra guest, except for a baby below 3 (three) years old.

Baby cot is provided free of charge upon request & availability at the booking. It is highly recommended to The Guest to request baby cot prior arrival.



For purposes of determining occupancy allowance, a baby is defined as being of age from zero (0) year until two (2) years included.

Only those persons stipulated on the booking form may reside at the property as guests. Please notify us as soon as possible of any changes. Should KS find that the number of people staying at the property exceeds that on the booking form or the maximum capacity of the villa, they may ask the extra person or persons to vacate the property forthwith. KS regrets that no pets are allowed on the entire property.

## 7. DAMAGE, BREAKAGE & THEFT

7.1. Any damage or breakage caused by The Guest residing at The Villa, in The Villa or/and The Villa's common areas, which is deemed to be over and above acceptable wear and tear, is chargeable to The Guest. The agreed charge is based on KS amenities list and must be paid by The Guest prior check-out.

7.2 Any theft caused by The Guest residing at The Villa, in The Villa or/and The Villa's common areas is chargeable to The Guest. The agreed charged is based on KS amenities list and might be paid by The Guest prior check-out. In such event and according to Thai Laws, KS reserves the right to press charges, without prior notice.

7.3. Any security deposit held by KS can be used as part or full payment toward said damage/breakage/theft. This may be in the form of cash deposit requested at check-in and/or being held by the travel agency used to secure the stay (whichever is relevant.)

## 8. INSURANCE

It is a mandatory condition of the booking that the entire party is covered by comprehensive All Risk Travel Insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage). KS is held harmless by you and your party against all claims including any accidents related to the use of The Villa and The Villa's common areas (such as gardens and gym room, for example) or locally procured third party services such as, but not limited to, watercraft, water sports, car or motorbike rental. KS shall not be responsible for any delay, additional expense or inconvenience caused directly or indirectly by events outside of KS's control such as civil disturbances, fires, floods, severe weather, Acts of God, acts of Government etc.

By acceptance of this contract, it is assumed by KS that this requirement has and will be complied with in full.

## 9. COMPLAINTS

Each Villa descriptions as provided by KS, on the website and elsewhere, are made in good faith.

KS accepts no responsibility for any modifications made which are not mentioned on the website or anywhere else. KS cannot be held liable for the breakdown of the supply of water, or electricity, or internet connection though we will use our best endeavors to arrange for any such problems to be solved quickly.

If there are any problems during the rental period, KS will use its best endeavors to rectify the situation. It is understood that infrastructure, local standards and conditions are often of a less developed nature in a remote island residence location than in more urban environments. KS will do



as much as can be reasonably expected to avoid and rectify any problems that may occur, but cannot be held responsible for any problems beyond its control.

Any complaints must be notified to KS team within 24 hours of the occurrence giving rise to the complaint. Should a problem that has been notified remain unsolved please make a complaint in writing to KS management within 14 days of the completion of the rental period at [contact@karmashana.com](mailto:contact@karmashana.com). If The Villa is vacated before the end of the rental period, without mutual agreement this may result in the loss of all rights to compensation.

No complaint will be considered if made after the departure date or if not acknowledged by KS.

## 10. CONDUCT & BEHAVIOUR

10.1. The person paying the security deposit for The Villa rental is responsible for the correct and appropriate behavior of The Guests staying at The Villa(s). Should any member of the party behave in a manner considered inappropriate or unlawfully in any way whatsoever and to bring in and/or use/consume any illegal substances, KS may at their absolute discretion ask the offending guest or guests to vacate the Villa forthwith.

In such a case, this will be treated as a cancellation of the original booking and no refund can be claimed from KS.

10.2. Private events such as, but not limited to, birthday parties, must be notified and agreed by KS prior arrival. Any noisy event taking place between 11:00PM and 8:00AM is strictly prohibited as per our Residence Policy of non-disturbing other neighboring.

## 11. COMMON AREAS

11.1. The maximum speed limit throughout the Residence is 20km per hour and must be observed at all times. Vehicles must be parked in front of The Villa and in any case, on the road part of the common areas. Any parked vehicle that obstructs the Common Areas can and will be removed by KS at The Guest expense.

11.2. Fireworks and open fires, except barbecue inside The Villa, are strictly prohibited.

11.3. Feeding, watering or any caring activity of straight living animals is strictly prohibited.

11.4. Storing inflammable, poisonous or other toxic substances are strictly prohibited. For common household and garbage, on top of KS cleaning services, The Guest can as its own discretion use the designated garbage area.

## 12. GYM ROOM

The gym room is available for The Guest use only. Proper gym attire, including non-marking shoes, is required at all times. Equipment must be used responsibly, and users are expected to wipe down machines after use. The facility is physically unsupervised; therefore, The Guest exercise at their own risk. Children under 16 years must be accompanied by an adult. Loud music, food, or beverages (except water) are not permitted in the gym. Any damage to equipment caused by misuse will be the responsibility of The Guest, as the area is under CCTV control. Please respect other Guests by maintaining a quiet and clean environment. The Guest must notify any spotted damages to equipment as soon as at KS.



### 13. SMOKING POLICY

Smoking is prohibited in all indoor areas (bedrooms, bathrooms, living rooms, kitchens, gym room, garbage room.) If a smoking violation occurs, The Guest will be charged a 10,000 THB cleaning fee, each time. Smoking is allowed outdoors, on all garden and terraces of The Villa, or in the outside common areas. The usage of ashtrays is obligatory.

### 14. LINEN AND TOWELS.

Linen and towels are provided at The Villas. These are normally changed every seven (7) days. If you require more frequent changes, there may be extra charges.

### 15. VALUABLES

Personal safe are provided in The Villas. It is strongly recommended that they are used to store valuable items such as passports, laptop computers, cash, mobile phones, jewelry, cameras etc.

Any valuables left at The Villa are The guest's sole responsibility.

Neither KS nor the staff can be held responsible for any loss or damage of personal property.

It is advised for The Guest to ensure that all doors and windows remain locked at night to avoid any temptation.

### 16. DUE CARE AND SUPERVISION

As part of this agreement, The Guest is 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.

### 17. APPLICABLE LAW

These terms & conditions and any contract to which they apply are governed in all respects by Thai law and the Thai courts only shall have jurisdiction in relation to any claim or dispute arising out of or connected with them.