

SCHEDULE 1

VILLA "VIOLA" PHUKET, THAILAND, RENTAL TERMS & CONDITIONS-1ST SEPTEMBER 2024 **FOR TRANSECTIONS IN SINGAPORE**

TERMS & CONDITIONS

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I, Gautam Kunzru (Singapore Citizen), the property owner & and principal host or a Singapore incorporated company authorised by me as a wholesaler for property owners ("Owner") ("Host") and their representatives ("Owners/Hosts Representative") will act as counter party for all transactions. Each time a guest confirms a booking of the Property a Rental Contract is entered into between the host and the guest in whose name the booking is made (the "Guest") for the agreed period ("Rental Period"). When a Guest books a Property, the Guest is deemed to have agreed to these terms and conditions, and for personal data to be processed with regards to the Rental Contract.

PAYMENTS

- After a booking request is made and availability confirmation received a deposit payment must be made within 5 working days of availability confirmation. If the required deposit payment is not received within 5 working days, host reserves the right to void the Guest's booking request.
- Payments by Bank transfer in USD or SGD currency.
- Credit card payments are available.
- The following deposit payment schedule applies.
 - For arrivals more than 30 days after the date of the booking confirmation a deposit equivalent to 25 % of the total rental amount is payable.
 - If the arrival date is within 30 days of the date of the booking confirmation the total rental amount is payable as a deposit.

Where a 25 % deposit applies to the booking, the Guest must pay the balance 75 %, 30 days before the scheduled arrival date. Prices are inclusive of Taxes & Service charges.

EXTRA COSTS

The cost of electricity, mains, water, cleaning and garden supplies and local taxes are included in rental rates. There are generally no additional costs, surcharges, taxes, staff salaries, or management fees above the price quoted unless otherwise stated in the description, the guest booking confirmation. If the information in any of these is inconsistent, the most recently issued terms will prevail.

Typically, provisioning costs will be the Guest's responsibility. Gratuities for household staff are encouraged but left entirely to the Guest's discretion.

RESERVATION CONFIRMATION

Once the 25% deposit or full payment as the case may be is received, the Guest shall be sent a reservation confirmation with booking details, the Property's address, contact details of the hosts representative, transfer arrangements, and directions to the Property. This confirmation, along with the Guest's passport, needs to be presented upon arrival for check-in.

ARRIVAL & DEPARTURE

Guests prior to arrival and check-in should coordinate with the hosts representative whose details will be given in the reservation confirmation. They will then be met by hosts representative who will facilitate their check in at the villa .

Standard check-in and check-out times for villas are 3 pm and 12pm (noon) respectively unless stated otherwise. Host or Hosts Representative will try and accommodate the Guest's actual arrival and departure times, subject to availability. Please notify hosts representative of a change in your arrival or departure schedule for us to be able to accommodate a change where possible.

SECURITY DEPOSIT

The security deposit of THB 50,000 (US\$ 1,500) will be authorised on the credit card 48 hours before the arrival or can be paid by bank transfer payable directly to the host. In a special case with pre approval it can also be paid in cash to Hosts Representative immediately upon arrival at the Property. Access to the Property may be refused if the security deposit is not paid in full.

The security deposit will be refunded at the end of the rental period for villa after deducting if any:

- All additional unpaid expenses incurred on Guest's behalf (e.g. charges for food, goods, services, and additional staff such as babysitters and fitness instructors) which have not been directly paid by the Guest and/or telephone and internet charges, if applicable.
- The cost of replacement or repair of any loss or damage to the Property or its surrounds or contents caused during the Rental Period. If this cost cannot be reasonably determined prior to the Guest's departure, the host or the hosts Representative are entitled to withhold a reasonable estimate from the Guest's security deposit and will return any balance to the Guest as soon as possible after the actual cost has been determined.

CANCELLATIONS

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

- 25% of the total rental amount will be forfeited if the cancellation is made more than 30 days before the start of the rental period.

- 100% of the total rental amount will be forfeited if the cancellation is made less than 30 days before the start of the rental period.
- For no-show: 100% of the total rental amount will be forfeited.
- * Any change of a confirmed booking is considered as a cancellation.

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

LOSS & DAMAGES

This Property is someone's home. Please treat the booked Property accordingly and leave the Property and all its contents in good order and an acceptably clean condition.

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

ACCESS

The Property and its facilities are available for the Guest's full enjoyment during the duration of stay. However the Host or Hosts Representative, or other staff and contractors may need access to the Property from time to time (e.g. for maintenance of the house, garden, swimming pool, utilities and services, or for providing additional services requested by the Guest, etc.). The Guest is required to give them reasonable access to the Property for these purposes.

The number of persons (adults and children) staying at the Property must not exceed the maximum number of sleeping places indicated in the booking confirmation and reservation voucher unless specifically authorised in writing by Host. 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.

NUMBER OF GUESTS

The number of guests permitted to stay at the property will be limited to the number of guests specified in the booking arrangement as reflected in the Reservation confirmation. If the host or hosts representative shall find any additional no of guests beyond the specified staying at the property it is the absolute discretion of the host or hosts representative to ask the extra guest or guests to vacate the property. No camping is permitted in the garden or lawn of the property.

PROPERTY USE

All bookings are assumed to be for normal holidaying purposes only, and the Guest agrees that the use of the Property will be limited to this purpose unless otherwise confirmed in writing.

If the Guest is planning to hold an event such as a wedding or a party that 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 a holiday, please communicate this to Host at the time of booking, as special approval or arrangements may be required. Most parties, in particular bachelors or bachelorette parties (also called hens, stags and bucks parties), may not be organised at the villa. Depending on the nature of the event, a surcharge and/or additional security deposit may be required, which will be agreed to and confirmed in writing before confirming the reservation. Note that the Property is in residential area and are subject to rules and regulations regarding their use. Therefore, it may not always be possible to grant permission for certain uses or activities due to these or other reasons beyond the control of Host and Hosts representative.

If Host has confirmed a booking that includes an event at the Property, in certain circumstances the Guest must then obtain permits from the police and the local community before the event can proceed. The Guest acknowledges and agrees that Host and the Hosts representative cannot control the issue of these permits. In the circumstances a permit for an event at the Property cannot be obtained, Host standard event cancellation policy will apply. Neither Host, or Hosts Representative will be liable for any further refund or payment to the Guest.

GOOD CARE & CONDUCT AT THE PROPERTY

Property is located in quiet residential neighbourhood. As a resident Guest, you are requested to respect this and ensure that your entire group, as well as 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.

The primary Guest is responsible for the behaviour of all 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, the Host or Hosts representative may, in their absolute discretion, require the Guest, their party and/or visitor(s) to leave the premises and/or vacate the Property immediately, without compensation or refund.

No guest or any of their invitee are permitted to enter the indoor of the villa while they are wet from swimming as floors may become slippery and also may damage some of the interiors of the villa.

In the interest of safety, due care should be taken at the property at all times, especially with children. Suitable supervision should be given around pools and roads, and when using the property's facilities.

Guests are responsible for all their valuables and personal items. Neither Host nor Hosts 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.

VARIATION IN PRICE

Once a booking is confirmed, the price of the reservation is fully guaranteed, even if Host changes the price on its website thereafter. In return for this commitment, no refunds will be made for any exchange rate fluctuation that may otherwise reduce the rental cost.

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

COMPLAINTS

Every attempt will be made for the Guest to have an enjoyable stay. If you have a problem during the rental Period, please inform Host or Hosts representative and we will try to put things right. For complaints to be addressed, the Guest must communicate any problem whilst on location. If no complaint is reported during the rental Period, Host will assume that the property was to the Guest's satisfaction and no complaint will be entertained later.

PROVISIONS

Accommodation requires guests to arrange for all provisions and consumables necessary for daily living. The staff at the Property may accommodate any reasonable requests to purchase provisions on your behalf, and this will be charged to the Guest account.

NO SMOKING

Smoking is not permitted indoor in the property. Smoking is allowed outdoor including Patio, Gazebo (Sala), Terrace, Balcony and outside Lawn. A THB 20,000 penalty for deep cleaning will be charged in case of any violations. The penalty will be applied each time any guest(s) is found smoking inside the Villa, or if any evidence of smoking is found.

ELECTRICITY & OTHER UTILITIES

Though the cost of electricity consumption is included in the rental fee, windows and doors must be closed while air conditioning is in use. Air conditioning must be switched off when you and the guests go out or stay outdoor long in the property. The staff at the property may comply with this policy. If not respected the guest will be charged extra cost of the electricity bill.

LINENS & TOWELS

Linens & Towels are provided by the property. They will be changed after every 3 days. Washing & Drying machines are available at the property for the use of guest.

FURNITURE & ARTWORK

The villa has been furnished with exquisite and expensive furnishings & valuable art pieces viz paintings & decorative art pieces & care must be taken by the guest to avoid any damage to them. Guest will held responsible and liable for any damage to the furniture, artwork and decorative articles at the property during the stay period and the costs will be set off against the aforementioned security deposit . If the damages exceed the security deposit amount the guest will be liable for the remaining cost of damages and must compensate the owner for difference in the cost.

Internal furnishings must remain inside the property and only designated outdoor furniture can be used in the exterior of the property.

VALUABLES & SAFETY BOXES

Valuable items such as Passport, Cash, Jewellery etc should be stored in the safety deposit box provided in each Bedroom. Neither the staff or the owner can be held responsible for any valuable left behind ,lost or damaged.

NOISE

Noise should be kept at reasonable level especially from 11 pm to 7 Am.

DISCLAIMERS

Host, does not accept 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 vehicle or the contents of any vehicle used, hired or engaged by the Guest or their party during the rental Period.

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 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 Host, or Host'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.

JURIDICTION

This Agreement is governed by the Laws of Singapore.