



Introduction

These terms and conditions apply to The Kamonchat, marketed by www.inspiringvillas.com, operated by Inspiring Properties Limited and trading as 'Inspiring Villas'. Booking a private property such as The Kamonchat is quite different from booking a regular hotel room.

When The Guest makes a booking at The Kamonchat, a rental contract is entered between the guest in whose name the booking is made ['The Guest'] and Inspiring Villas for the agreed period ['Rental Period'].

Each time a Guest books The Kamonchat, The Guest is deemed to have agreed to these terms & conditions. The rental contract is not effective until Inspiring Villas has confirmed The Guest's booking in writing.

Terms & Conditions

1. The Property – All Inclusive

The Property - The Kamonchat - located at 68/9 Moo 5, Kamala Phuket, Thailand 83120, is fully furnished & includes, a 7 day-a-week cleaning service & Villa Manager [8am-5pm], two-times-a-week pool cleaning service & gardening once a week, as well as internet, the cost of electricity, water & local taxes. Furthermore, The Guest's stay will include breakfast and/or lunch cooking service.

1.1. Airport Transfer

Upon booking The Kamonchat the airport transfer included is based on the following:

- Book the entire villa [6+1 bedrooms] for a minimum of 3 nights and receive 3 minivans for airport transfer complimentary.
- Book 5 bedrooms for a minimum of 3 nights and receive 2 minivans for airport transfer complimentary.
- Book 1-4 bedrooms for a minimum of 3 nights and receive 1 minivan for airport transfer complimentary.

Note: One minivan comfortably fits 10 guests + 10 pieces of luggage. The Guest is free to use the airport transfer as he or she sees fit.

1.2. Additional Costs:

1.2.1. If The Guest would like to hire a private chef to prepare dinner, the guest will be charged a maximum of THB2,000 per dinner service and the cost of groceries + 20% service charge [based on a maximum of 16 Guests].

1.2.2. If The Guest decided to invite additional guest [family, friends etc.] to The Kamonchat to join for breakfast, lunch or dinner there may be additional surcharges.



1.2.3. If The Guest doesn't meet the minimum required number of nights to receive complimentary airport transfer or needs one or more additional airport transfers on top of his / her complimentary airport transfer an additional THB1,500 will be charged per minivan.

1.2.4. If The Guest prior to or during its stay requires The Kamonchat's staff to get groceries [food & beverages] the associated costs plus a 20% surcharge will be charged to The Guest. The 20% surcharge covers possible food preparations, transportation, time spend on shopping / arranging additional services etc. Costs for food & beverages are required to be reimbursed upon completion of shopping

Other additional services such as babysitting, drivers, massages, car/scooter rental etc. can be arranged by The Kamonchat's staff or Inspiring Villas either before arrival or during The Guest's stay at respective additional costs. Costs for additional services are required to be reimbursed upon arrangement. Any outstanding cost that have not been cleared before check-out will be automatically deducted from the Guest's security deposit.

The Guest should give sufficient notice to make the necessary arrangements and should be aware and understanding that all are subject to availability.

1.2.5. Bedlinens are changed every 3 nights, more often if necessary. Towels are replaced after being placed in the laundry basket, on the floor, in the bath or shower. Additional charges may apply if more frequent changes are needed.

Laundry of The Guest's personal clothing can be arranged by The Kamonchat's staff through a third party, subject to additional charges. The Homeowner nor the Kamonchat's staff cannot be held responsible for any discoloration, damage or loss by the third party

1.2.6. Additional beds are available at US\$75 per adult & US\$ 35per kid. Please inquire with Inspiring Villas on the number additional beds that are available.

2. General Booking Info

2.1. Minimum Stay

The minimum stay is subject to the following seasonal booking periods and/or holidays:

- Beginning Season: 1 March 2020 – 5 April 2020 3 Nights
- Easter: 6 April 2020 – 14 April 2020 5 Nights
- Beginning Season 15 April 2020 – 30 April 2020 3 Nights
- Summer Season 1 May 2020 - 30 June 2020 2 Nights
- Beginning Season 1 July 2020 - 31 August 2020 3 Nights
- Summer Season 1 September 2020 - 31 October 2020 2 Nights
- Beginning Season 1 November 2020 - 30 November 2020 3 Nights
- High Season 1 December 2020 - 15 December 2020 3 Nights
- Christmas 16 December 2020 - 25 December 2020 7 Nights
- Peak Season 26 December 2020 - 11 January 2021 10 Nights
- High Season 12 January 2021 - 9 February 2021 3 Nights
- Chinese New Year 10 February 2021 - 20 February 2021 5 Nights



2.2. Rental Rates

The Kamonchat's rental rates* vary per season and/or holiday;

- Beginning Season: US\$909+
- Easter: US\$1,173+
- Summer Season: US\$818+
- High Season: US\$1,045+
- Christmas: US\$1,626+
- Peak Season: US\$1,355+
- Chinese New Year: USD\$1,173+

*Above-mentioned rates are based on 6+1 bedroom full occupancy. Additional rates for less rooms available under 'Pricing' on www.thekamonchat.com

2.2.1. Rates are excluding a 10% service charge. Rates & service charge may be subject to change without prior notice.

2.3. Discounts

Inspiring Villas, on behalf of The Kamonchat, can offer a variety of incentives in the form of the following discounts:

- Early Bird:
Enjoy a 5% discount when booking 120 days in advance or book 180 days in advance and enjoy a 10% discount.
- Last Minute Bookings:
Book within 14 days prior to arrival and enjoy a 5% discount or 10% within 7 days prior to checking in.
- Long Term Stay
A 10+ booking receives a 5% discount. Guest who decide to reside at the Kamonchat for more than 30 days get to enjoy a 20% discount.

NOTE: Discounts don't apply to blackout dates!

2.4. Blackout Dates

The Guest should be aware of the following blackout dates:

- Chinese New Year
- Easter
- Christmas
- New Year

2.4.1. On the above-mentioned dates Inspiring Villas only accepts bookings at full capacity [6+1 Bedrooms] and therefore respective pricing applies.

2.4.2. Early bird discounts do not apply to any bookings on or overlapping with Inspiring Villas'/The Kamonchat's blackout dates.



2.5. Check-in/Check-out

Typical check-in and check-out times are 3pm and 12pm. However, Inspiring Villas will work with The Homeowner or his/her representative to try and accommodate The Guest's actual arrival and departure times, subject to availability.

2.4.1 If a late check-out [maximum till 6pm] is still available at the time of booking, The Guest can guarantee a late check-out to suit his/her itinerary by paying a discounted daily rate of 50% [100% to suit late night flights. It is recommended that The Guest secures that extra day upfront as The Kamonchat has a 100% occupancy goal.

2.4.2. Irrespective of the circumstances, The Kamonchat's staff is keen to contribute to making your last day a memorable one and suggest the following:

If a late check-out was not available at the time of booking, The Kamonchat's staff can arrange to take The Guest to Café Del Mar at Kamala Beach where he/she can secure a Sunbed and have facilities to change before heading to the airport.

Or

The Kamonchat's staff can arrange to take The Guest to Swiss Hotel where he/she can secure a day use room or Sugar Villas before heading to the airport. Please note that The Guest is responsible for the additional costs associated with the above-mentioned suggestions [day bed rental, hotel room rental, Sugar Villas daily rate etc.]

2.4.3. Please note; if the late check-out option was available at time of booking and The Guest chose not to secure a 6pm or later check-out but still available, while The Guest has requested Inspiring Villas or The Kamonchat's staff to book his/her [all-inclusive] airport transfer or requested its staff to book any additional [non-inclusive] airport transit, The Guest is required to vacate the property as per standard check out time.

Any confirmed airport transfer unfortunately cannot be cancelled. Hence, its driver can either drop of The Guest[s] off at the airport or a destination of your choice – with final approval of the driver. If The Guest is dropped off at an alternative destination other than the airport, The Guest is responsible for his/her transportation [and the cost associated with it] to the airport.

Same applies to The Guest's standard check-in time, if an early check-in is not available and airport transfer has been booked.



3. Booking Confirmation

- 3.1. When booking The Kamonchat less than 6 months in advance, within 5 working days of booking, a minimum deposit of 50% will be required. This deposit is non-refundable.
 - 3.2. When booking The Kamonchat more than six months in advance, within 5 working days of booking, a 25% deposit will be required. An additional 25% deposit will be required 6 months prior to the Guest's stay.
 - 3.3. If the booking is made 30 days or less prior to The Guest's check-in, full payment will be required within 5 working days after booking confirmation.
 - 3.4. When booking The Kamonchat seven days or less prior to check-in, full payment will be required within 72 hours after booking confirmation.
 - 3.5. Bookings made 72 hours or less prior to check-in require card payment in full within 24 hours of booking
 - 3.6. If the required deposit payment is not received within the 5-day period, Inspiring Villas reserves the right to void the Guest's booking request.
 - 3.7. All final payment is due in full latest forty five days [60] prior to Guest's arrival date and sixty days [60] prior to any bookings for or overlapping with Chinese New Year, Easter, Christmas & New Year
 - 3.8. No contract will exist between The Guest and the Homeowner until receipt of funds. Upon receipt of funds The Guest will automatically enter a rental agreement & The Guest's reservation is considered to be a confirmed booking. If payments [second deposit/ final payment] are not made on or before the due dates as indicated above, Inspiring Villas and / or the Homeowner considers the booking cancelled, in which the rental agreement will thereby terminated without any further notice required. Inspiring Villas and/or the Homeowner reserves the right to allocate the Kamonchat to another Guest. Cancellation charges may apply as detailed under 'Cancellation Policy'.
 - 3.9. Once The Guest's booking is confirmed, the rental price of the Guest's stay remains the same, even if Inspiring Villas – in mutual agreement with the Homeowner - changes the pricing on www.inspiringvillas.com and www.thekamonchat.com 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 costs.
 - 3.9.1. Inspiring Villas reserves the right to impose any taxes or other charges which may be implemented by any Government or other regulatory body to the Homeowner, which were unknown at the time of the booking. Inspiring villas will inform The Guest promptly, in the unlikely event that it becomes aware that any taxes or charges will apply to the Guest's booking
-



4. Booking Amendments

- 4.1. Once a booking is confirmed, Inspiring Villas will charge a US\$50 fee each amendment made to the existing booking at the Kamonchat only. If the price of the new amended booking period is less than the original booking, the difference will not be reimbursed to The Guest. If the Kamonchat's daily rate is higher than the original booking, the difference will be charged to The Guest. Both Inspiring Villas as well as the Homeowner will do their best to accommodate any reasonable amendments, but The Guest should be aware **and** understanding that some changes may not be possible.
- 4.2. In the event that Inspiring Villas and the Homeowner cannot accommodate the Guest at the Kamonchat for any reason, including sale of the property and/or force majeure, Inspiring Villas reserves the right to transfer the Guest, upon mutual agreement, to an alternative property of similar stature and value.
 - 4.2.1. If the rental price of the alternative property is less than the Kamonchat, the difference will be reimbursed to The Guest. However, if the rental price of at the alternative property during the same or different period is higher than the original booking at the Kamonchat, the difference will be charged to The Guest.
 - 4.2.2. In the event of changes or complete cancellation, both Inspiring Villas' & The Kamonchat's liability will be limited to the refund of 100% of the amount paid. In no event, will Inspiring Villas, nor the Kamonchat be responsible for any consequential or incidental damages, including travel expense, alternative lodging or any other associated expense.

5. Payment

The Guest shall transfer amounts payable directly to Inspiring Villas within the earlier stipulated deadlines [see 'Booking Confirmation'].

- 5.1. All bank fees are to be covered [international transfers] by The Guest. Hence, Inspiring Villas requires to add US\$34 to the total amount for international bank transfers, 3.5% in case of international credit card fees & 3% in case of credit card fees for Hong Kong residents.
 - 5.2. Once full payment is received, The Guest will be receive a reservation voucher per email from Inspiring Villas and will be contacted by Inspiring Villas for flight details and airport transfer arrangements to the Kamonchat. This voucher, along with The Guest's passport, need to presented upon arrival.
-



6. Security Deposit

- 6.1. A US\$1500 [or in any currency equivalent of requested amount in US\$] security deposit is payable upon check in to guarantee your stay. However, on a case-to-case basis, Kamonchat's staff has the right to impose different requirements. Access to the Property may be refused if the security deposit is not paid in full.
- 6.2. The security deposit will be fully refunded to The Guest provided there are no damages to the property and its facilities (pool, gym equipment, plunge pool, etc.), missing items, additional cleaning due to extraordinary circumstances, late return of rented car(s), scooter(s) etc. or, not adhering to the Kamonchat's no smoking/maximum capacity policy during the rental period.
- 6.2.1 It's The Guest's responsibility to indicate any damages caused during The Guest party's stay. In the case of excessive or unacceptable loss or damage at any time during the rental period, the Homeowner or the Kamonchat's staff may require The Guest and their party, including visitors, to vacate the property immediately, without compensation or refund.
- 6.2.2. If the above-mentioned cost exceeds the security deposit of US\$1500 the remaining amount needs to be settled by The Guest upon departure [when possible] upon sharing of official quotations or receipts or post departure through additional invoicing.
- 6.2.3. If these costs cannot be reasonably determined prior to The Guest's departure, The Kamonchat's staff or the Homeowner is entitled to withhold a reasonable estimate from The Guest's deposit and will return any balance as soon as possible after the actual cost has been determined.
- 6.3. Any other required deposits for incidental amenities / services - which have been mutually agreed upon - will be returned less any out of pocket costs by The Kamonchat's staff that haven't been settled during The Guest's stay and prior to his/her departure. For example, groceries, car / scooter rental deposits etc.
- 6.3.1. When a non-standard security deposit or additional deposit(s) for incidental / additional services applies, The Kamonchat's staff will inform The Guest in advance of the amount payable and other conditions.

7. Refunds & Deposit[s]

Security deposit through credit card authorization, will be refunded to The Guest within 48 hours post check-out. Cash security deposits will be returned to The Guest by The Kamonchat's staff upon check out, after thoroughly checking the property. The Guest is to allow the staff sufficient time prior to check-out to do so.

If any amounts, incidental damages, electricity, special cleaning services due to negligence or willful misconduct or any other cost incurred by the Homeowner due to The Guest's stay, are subtracted from The Guest's deposit refund, a complete invoice will be provided to the Guest along with any partial deposit refund. If the above mentioned amounts to more than the provided deposit, The Guest or will be charged accordingly upon check-out.



8. Cancellation

As significant changes to your booking or cancellations affect Inspiring Villas and the Homeowner greatly, the following policies apply:

- 8.1. All cancellations of a confirmed booking need to be submitted in writing [email is acceptable]. The cancellation will take effect immediately from the day the written confirmation is received.
- 8.2. A cancellation includes but is not limited to:
 - Late payment or non-payment of deposit, 2nd deposit or final payment.
 - Cancellation of one or more days of a confirmed booking.
 - An amendment of a booking resulting in none of the dates of the original booking, once amended, fall within the same dates of the initial booking.
 - Failure for The Guest to provide the required documentation on arrival [e.g. reservation voucher, all passports of the Guest's Travel Party or suitable application].
 - Refusal of cash payment or credit card authorization.
 - Attempts by The Guest, his/her party or visitors to hold an event at The Kamonchat in breach of the terms & conditions and any of the Kamonchat's house rules.
 - Use of any illegal drugs and/or substances, criminal activities, pets, use of The Kamonchat other than for holiday purpose etc. stipulated in the house rules.
- 8.3. A cancellation made by The Guest are subject to the following cancellation fees:
 - A 9-month credit valued at 100% of the forfeited amount paid, if the cancellation is made more than 45 days before check-in date. The credit value can be used by The Guest or anyone on his/her behalf during any period of the same or lesser value [with the exception of holidays specified under blackout dates] solely at the Kamonchat and subject to availability. If the period is of higher value, The Guest is responsible for settling the difference. If the period falls on/overlaps with any of the blackout dates listed on www.thekamonchat.com, it's ultimately at the Homeowner's discretion to allow it or decline it. If not used, the credit will automatically expire after 9 months.
 - 100% of the rental amount is forfeited if a cancellation is made 45 days or less prior to check in. Only if Inspiring Villas or the Homeowner is able to secure another confirmed booking covering the amount of The Guest's original booking either partially or fully may he/she receive the respective refund.
 - Chinese New Year, Easter, Christmas & New Year; for any cancellation after deposit and/or final balance payment all payments are forfeited. On the rare occasion that either Inspiring Villas or the Homeowner is able to secure another confirmed booking covering the amount of The Guest's original booking either partially or fully may he/she receive the respective refund.
 - Upon cancellation of a booking, US\$100 cancellation fee will be applied and deducted from the money paid, and Inspiring Villas will refund any remaining balance to The Guest [bank or credit card fees not included].

Both Inspiring Villas as well as The Kamonchat encourage the Guest to consider a comprehensive travel insurance in the event that circumstances outside of your control cause a cancellation or postponement of your booking!



9. Duties of Parties

9.1. House Rules

9.1.1. Capacity

The total number of guests allowed at The Kamonchat at any one time is restricted to the number of guest indicated in the booking and filled out on the villa's confirmation voucher form, unless specifically authorized in writing. The Kamonchat can accommodate a maximum of 15 adults/teenagers and 3 babies/toddlers. Should The Guest misrepresent total number of his/her travel party, The Guest may invalidate any insurance policy on The Kamonchat. Entry or access to the property may be refused or limited where the number of guests exceeds the slated requirement. Upon refusal The Guest may have to vacate the premises without a refund or any compensation. If Inspiring Villas, the Homeowner or its staff observes additional guests are residing at the property, it's at the absolute discretion of Inspiring Villas or the Kamonchat's staff to ask the additional guest[s] to vacate the property. Otherwise, each extra Guest will be charged a published rate of US\$300 per night.

9.1.2. Smoking.

The Kamonchat is a smoke free holiday home. Smoking is not permitted within the villa but only permissible outside on the grounds of the property [living & dining balcony plus lounge area, master bedroom balcony, -1 patio, pool area & sunken sala, -2 alfresco dining area & lawn]. Please cherish the surrounding nature and dispose of your cigarettes in the designated ash trays. In the unfortunate event our staff observe any of The Guest disregarding this rule, US\$500 will be deducted from The Guest's security deposit. Multiple disregards of the no smoking house rule may result in cancellation of the booking without any refund.

9.1.3. Pets.

Unfortunately, The Kamonchat cannot accommodate pets due to a variety of reasons, but most importantly potential guest allergies. If, at any point The Guest chooses to ignore this house rule, The Guest will be immediately evicted and lose all paid moneys & deposits.

9.1.4. Pool Usage.

Under no circumstances is glassware permitted in the pool. However, The Kamonchat provides plastic cups that are allowed to enjoy a drink or cocktail at / in the pool. Pool drainage & refill due to glass breakage will be charged to The Guest accordingly. Although The Guest can enjoy a cigarette at the pool area, we ask The Guest to please not smoke while in the pool. Furthermore, The Guest should not consume any food in the pool as it may choke pipelines / drainage of swimming pool.

Due to the design of the pool, The Homeowner, strongly advises that children below 14 years, should be accompanied by an adult. Also, please take sufficient time to apply any lotion or cream on your body prior to entering the pool. Finally the pool is for swimming, any other fun play in the pool should be avoided. Inspiring Villas, The Homeowner, or The Kamonchat's staff or management is not responsible for any loss or damage to any personal property, injury, disability or fatality, even death, arising from whatsoever reasons while exercising or playing in/at the pool area.



9.1.5. Septic Tank

The Property is using a septic system. The septic system is very effective; however, it will block if improper material is flushed. The Guest **SHOULD NOT FLUSH** anything other than toilet paper. No feminine products should be flushed at any time. If found that feminine products or other improper materials have been flushed and block the septic system, The Guest could be charged damages for the full repair.

9.1.6. Water Usage:

The property is not connected to Phuket's water supply but collects rainwater which is led to its own water tank to supply the property with water. Upon check-in the Homeowner will ensure the tank is full. The Guests are encouraged to use its water wisely. Excessive water usage during The Guest's stay might result in additional costs to the Homeowner having to fill up the water tank with additional water trucks.

9.2 Use of Property

9.2.1. The Guest are welcome to invite friends to lunch, cocktails or dinner at The Kamonchat and the Homeowner or its staff will always try to accommodate and stay flexible for impromptu gatherings. However, to prevent any miscommunication, all bookings are assumed to be for normal holiday purposes only. The Guest should also be aware that additional guest for breakfast, lunch and dinner are subject to additional charges.

If the Guest is planning to host any party or special event [wedding, big birthday celebration etc.] which involves having a larger number of people on the property, or if the Guest is planning to use the Kamonchat for a purpose other than holiday [e.g. of commercial nature such as cover charge event, photoshoot, retreat, product launch, pop up, office, home video / photography studio, social media studio [live sessions, promoting products etc.] he / she or Inspiring Villas is required to communicate this at time of booking.

9.2.2. Any of the above-mentioned parties or special events cannot be hosted without an advance written confirmation. Depending on the nature of the event, special terms & conditions, a surcharge and / or additional security deposit may be required from The Guest upon mutual agreement prior to final booking confirmation.

9.2.3. The Kamonchat's management will always attempt to make the required special arrangements or get the necessary approval. However, due to certain restrictions of the property, by the the neighbourhood, or reasons beyond The Kamonchat's control, it may not always be possible to grant permission for certain uses or activities.

9.2.4. If Inspiring Villas, in agreement with the Homeowner , has confirmed a Guest's booking which includes an event, in certain circumstances, the Guest must obtain permits from the police and other local authorities before the event can proceed. The Guest acknowledges and agrees that Inspiring Villas, the Homeowner nor the Kamonchat's staff cannot control the issues of these permits. If the police and / or local community refuse to issue a permit for an event at the property, Inspiring Villas will refund any event fee/surcharge and/or additional security deposit paid by The Guest. However, neither Inspiring Villas, the Homeowner or The Kamonchat staff will be liable for any further refund or payment to The Guest.



10. Conduct & Due Care

The Kamonchat is located in a quiet residential neighbourhood. The Guest is asked to respect this, and ensure that all Guests and visitors to the Kamonchat behave appropriately. Illegal or immoral activities including gambling, prostitution, drugs, possession or use of pyrotechnics or dangerous goods, and possession or use of firearms, other weapons and /or articles deemed hazardous to life, limb, or property are strictly prohibited and cause for immediate cancellation of your booking with without compensation or refund.

The Guest is responsible for the behaviour of the guests staying at the Kamonchat, as well as visitors during the rental period. Should any guest(s) or visitor(s) not behave in an appropriate manner, the Homeowner or Villa Manager 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.

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

11. Complaints

Every attempt will be made for The Guest to have an enjoyable stay. The Kamonchat's staff may accommodate any request or purchase within reason, on the Guest's behalf, and the cost of shopping + 20% service charge will be charged directly to the Guest.

Inspiring Villas, The Kamonchat's staff & the Homeowner will do everything within reason to avoid complaints in the first place. However, The Guest should be aware and be understanding that when staying in a less developed location, the infrastructure, local standards & conditions are typically underdeveloped than in densely populated urban environments. That being said, Inspiring Villas nor the Homeowner cannot be held responsible for delay in water trucks due to severe drought, interruptions in electricity due to a blackout or power outage, slow/limited/no internet access etc.

11.1. If The Guest should have an issue during the rental period, please inform The Kamonchat's staff immediately who will try to put things right. Should the staff not address the problem satisfactorily, please contact Inspiring Villas' concierge who will rectify the issue to the best of his/her abilities.

11.2. In order for The Guest's complaint to be addressed, The Guest must communicate any issues whilst residing at the Kamonchat [email/whatsapp]. If no complaint is communicated during the rental period, Inspiring Villas, The Kamonchat's staff and the Homeowner will assume that the property was to The Guest's satisfaction and no complaint will be entertained.

11.3. Any complaint should be written and given to The Kamonchat staff or Inspiring Villas within 24 hours of the time the issue occurred.



12. Repair of Property

Inspiring Villas, The Homeowner or its staff, third party staff and/or contractors may enter the property at all reasonable times in order to inspect the property or make repairs.

13. Disclaimers

Inspiring Villas, the Homeowner nor its staff accepts any responsibility / liability for:

- 13.1. Any physical injury, sickness, death, loss, damage, inconvenience or additional expenses, directly or indirectly caused by or arising out of the use of the property, plumbing, gas, electrical or otherwise incl. exceptional weather conditions incurred by The Guest, their party, or visitors regardless the cause.
- 13.2. Any property left or used at the villa are at The Guest's own risk. 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 visitor(s) which may negate or prejudice the property's insurance policy and / or results in the loss or damage is The Guest's responsibility.
- 13.3. 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 Kamonchat or stay at The Kamonchat for all or part of the rental period as a result of failure to obtain the appropriate travel or visa documentation, cancellation or amendments to travel arrangements or the missing of flights or travel connections.
- 13.4. Any delay or cancellation of booking as a result of war, threat of war, pandemic, 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 are beyond Inspiring Villas' the Homeowner & The Kamonchat's staff control.
- 13.5. The descriptions, pricing, assessments and / or ratings of tourist destinations, experiences, restaurants, bars, beaches etc. that the Homeowner publishes online [website, social media accounts] or its staff gives to The Guest during their stay are provided in good faith and in the belief that they are accurate based on the latest information received.

In no case will Inspiring Villas, the Homeowner or its staff individually or collectively be liable to make any refund or compensation of any amount over and above the total rental amount.



14. Jurisdiction

The governing law of this contract shall be the substantive law of Hong Kong.

- 14.1. If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- 14.2. This Agreement contains the entire Agreement between the parties on the subject matter of this Agreement and supersedes all prior negotiations, understandings, representations and agreements whether written or oral in connection with the subject matter hereof.
- 14.3. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of Hong Kong International Arbitration Centre [HKIAC], which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be in Hong Kong. The language to be used in the arbitral proceedings shall be English.
- 14.4. This Agreement is executed in English language only and the English language version shall prevail in the event of any conflict with a translation into others languages.

14. Miscellaneous

By booking The Kamonchat, the Guest agrees that these terms and conditions have been read, understood and have been accepted and agreed to by the Guest without reservation and without exception. It is Inspiring Villas' responsibility to convey all the above-mentioned terms and conditions to The Guest it represents.

If any conditions of this Rental contract 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. Variations to any of the above conditions may be considered on a case-by-case basis.

14. Alteration & Amendment

Alteration and /or amendments to this Agreement or any related agreement in future are only valid if agreed upon in writing by the respective parties and marked explicit as amendment and/or alteration to this contract.



15. Notice

Notice may be given by email to the email address named for each party in this Agreement, which will be deemed to be received of such.

This Agreement is made in duplicate, having same tenor and effect, the parties hereto have considered and thoroughly understood the terms and conditions hereof, then executed this Agreement before the witnesses undersigned. The Parties hereby keep each duplicate thereof as their original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in the presence of witness on the date written above.

Signed by:

Inspiring Villas

The Guest

Signed: _____
[Name: _____]

Signed: _____
[Name: _____]

Witness: _____
[_____]

Witness: _____
[_____]
