

## **RENTAL TERMS AND CONDITIONS**

The Luxe Nomad ("TLN") acts as an agent for Property owners ("Owner") and their representatives ("Owner Representative") in promoting Properties for rent and arranging bookings. Each time a Guest confirms a booking of a Property through TLN, a Rental Contract is entered into between the Owner or the Owner's Representative for the agreed period ("Rental Period"), and the guest in whose name the booking is made (the "Guest"). Each time a Guest books a Property through TLN whereby the booking has been confirmed in writing by TLN, the Guest is deemed to have agreed to these terms and conditions.

### **RATES**

All rates for accommodation in Bali are quoted in US dollars for any booking received from outside Indonesia. Within the country of Indonesia all quotes and invoices will be in IDR related to the exchange rate of the dollar. All published prices are subject to local and government taxes as published. All amounts need to be transferred to the account mentioned on the invoice. All payments should be received in net full, including all the bank charges plus the fees of the corresponding bank. All bank costs, administration fees and payment processing fees are borne by the sender.

### **PAYMENT**

Bookings can be made via the internet, in writing, by telephone, by e-mail or personally with a booking agent. When making a booking request, the appropriate deposit payment to TLN must be made within 5 working days of availability confirmation. If the required deposit payment is not received within the 5 working day period, TLN reserves the right to void the booking request. The following deposit payment applicable to most villas (see individual villa terms for full details) must be received by TLN:

#### Standard Payment Policy

- A deposit of 50% of the total rental amount is payable to confirm a booking.
- Where a 50% deposit applies to the booking, the Guest must pay the remaining 50% balance not less than 30 days before the scheduled arrival date.
- The total rental amount is payable for rentals beginning 60 days or less after the date of the booking request

#### Relaxed Payment Policy during COVID-19 period

- A non-refundable deposit of 25% of the total rental amount is payable to confirm a booking.
- Where a 25% deposit applies to the booking, the Guest must pay the remaining 75% balance not less than 30 days before the scheduled arrival date.
- The total rental amount is payable for rentals beginning 30 days or less after the date of the booking request
- **Relaxed Payment Policy applies to all new bookings for stays until January 10, 2021**

A scanned copy of bank transfer or payment confirmation slip is required. All bank charges, administration fees and payment processing fees to be borne by Guest.

## **OCCUPANCY**

Rates quoted refer to the maximum occupancies of the villa, as shown in the provided publication and invoice. 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. 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 unless agreed in writing in advance.

## **BOOKING CONFIRMATION**

Confirmation details, the Property address, transfer arrangements and directions to the Property will be sent to the Guest in a reservation voucher when full payment is received. This voucher, along with the Guest's passport, need to be presented upon arrival.

## **INCLUDED/EXCLUDED**

Rates include salaries of all household staff, cost of electricity, mains water, cleaning & gardening supplies and local taxes. All Property managed or marketed by TLN are fully equipped with linen, crockery, utensils, drinking water, initial supply e.g. soap & toiletries and a welcome drink.

Rates do not include baggage handling, gratuities for domestic staff, telephone, car rental, food, soft drinks/liquor, personal items & expenses and any excessive cleaning required upon departure.

## **WATER, ELECTRICITY AND INTERNET**

Interruptions to water, electricity supplies and internet connection are not uncommon in some countries. For various reasons local and/or regional authorities and/or companies may, for various reasons and/or failure to decide temporary closure and/or reduce distribution. Neither the Owner nor TLN can be held liable for any inconvenience or damage incurred through such circumstances.

## **ARRIVAL AND DEPARTURE TIMES**

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

## **SECURITY DEPOSIT**

A security deposit may be payable to TLN prior to arrival at the Property. The standard security deposit required for each Property is stated in the Property description; however, the Owner has the right to impose different requirements on a case by case basis. Access to the Property may be refused if security deposit is not paid in full. When the security deposit is required to be paid in cash, or when a non-standard security deposit applies, TLN will inform the Guest in advance of the amount payable and any other conditions.

The security deposit will normally be refunded at the end of the rental period, after deducting the cost of replacement or repair for any loss or damage to the Property or its surrounds or contents caused during the Rental Period. The cost of replacement for any loss or damage to the Property or its surrounds or contents will be based on the property's inventory pricing as determined by TLN or the Owner or Owner's Representative. If this cost cannot be reasonably determined prior to the Guest's departure, TLN or the Owner or the Owner's Representative is 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. If the cost of

replacement or repair for any loss or damage to the Property or its surrounds or contents caused during the Rental Period is above the security deposit amount, the Guest is fully liable to pay the remaining cost.

The security deposit cannot be used to offset any outstanding payments or expenses incurred by the Guest during their stay (e.g. spa, food etc). The Guest is responsible for the payment of these expenses.

## **DAMAGE OR LOSSES**

A Property is typically someone's home. Please treat the Property rented well, 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 Owner's Representative 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 Rental Period. However, the Owner, Owner's Representative, 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 give them reasonable access to the Property for these purposes.

## **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. 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 TLN 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. Note that some Properties are in residential areas or estates, and some 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 TLN and the Owner.

If TLN has confirmed a booking which includes an event at the Guest's chosen 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 TLN, the Owner and the Owner's Representative cannot control the issue of these permits. If the police and/or the local community refuse to issue a permit for an event at the Property, the Owner or the Owner's Representative will refund any event fee paid by the Guest to the Owner, however neither TLN, the Owner nor the Owner's Representative will be liable for any further refund or payment to the Guest.

## **CONDUCT AND DUE CARE**

Properties are generally located in quiet residential neighbourhoods. The Guest is asked to respect this, 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 generally prohibited unless stated otherwise in the booking confirmation or reservation voucher.

The Guest is responsible for the behaviour of the other 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 Owner or Owner's 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

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 pools, beaches and roads, and when using all Property's facilities.

## **VALUABLES AND SECURITY**

Any Guest valuables or property left or used at the Property are at the Guest's own risk. Neither TLN, 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.

## **PRICE FLUCTUATION**

Once the Guest's booking is confirmed, the price of the Guest's reservation is fully guaranteed, even if TLN 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.

TLN 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 publishing. TLN will tell the Guest promptly in the unlikely event that it becomes aware that any taxes or charges will apply to the Guest's booking.

## **CANCELLATIONS**

If the Guest wishes to cancel a confirmed booking, written notice of cancellation must be sent to TLN. All cancellation notices received by TLN 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;
- An amendment of a booking so that none of the dates of the booking once amended fall within the same dates that originally constituted the booking;
- Failure of all Guests to provide the required documentation on arrival (eg. Passports or suitable identification); and
- Attempt by the Guest, their party or visitors to hold an event at the Property in breach of these Terms and Conditions or breach of any rules applicable to the Guest's chosen Property.

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 60 days before the start of the rental period
- 50% of the total rental amount will be forfeited if the cancellation is made between 30 and 60 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 29 days before the start of the rental period.

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

## AMENDMENTS

An admin fee of USD 50 will apply in the event of refund and amendment to reservation. The above cancellation charges also apply if The Luxe Nomad 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 the related admin fee may apply.

Any change to the original reservation is subject to the approval of The Luxe Nomad. An early departure penalty will be subject to negotiation with The Luxe Nomad local Representative's Manager.

## RELAXED CANCELLATION POLICY (Updated as of September 2020)

For **existing booking before 1st of April 2020**, the existing cancellation policies apply. If the booking arrival date is more than 30 days, you are given the flexibility to postpone the booking and convert it into credit for up to 12 months from cancellation date.

For **new bookings from 1st of April 2020 onwards**, TLN allows you the flexibility to postpone booking and convert it into credit:

- for up to 18 months from initial arrival date if entire accommodation balance is fully paid
- for up to 12 months from date of cancellation if entire accommodation balance is not fully paid

The issuance and extension of credit notes is subject to the following:

- Either yours or your guests' country of departure issues a travel warning against your chosen destination;
- Flights for yourself or your guests to the respective destination are cancelled;
- There is a required or enforced quarantine upon return home (i.e. by government, workplace, school - proof may be required).

Please note the credit note only applies to the same villa and the dollar value will be applied (i.e. If you opt to stay in higher season dates, you would need to top up the difference. If applied to stay in lower seasonal dates, balance of credit will be forfeited). The minimum length of stay shall also follow the period of the new dates.

If you wish to cancel your booking instead and file for travel insurance, all deposits and payment made thus far are forfeited and we will provide you with the necessary supporting documents to assist you with travel insurance filling.

## COMPLAINTS

Every attempt will be made for the Guest to have 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. Should the Owner or Owner's Representative not address the Guest's problem satisfactorily, please contact TLN promptly. In order for the Guest's complaint to be addressed, the Guest must communicate any problem whilst on location. If no complaint is reported during the Rental Period, TLN and the Owner will assume that the Property was to the Guest's satisfaction and no complaint will be entertained.

## PROVISIONS

Self-catering accommodations require that the Guest supply all provisions and consumables necessary for daily living. The staff at the Property may accommodate any reasonable requests to purchase provisions on the Guest's behalf, and this will be charged to the Guest's account.

## **TLN'S RESPONSIBILITY**

The descriptions, assessments and/or ratings of Properties and surrounding locations that TLN publishes or gives to the Guest are provided in good faith and in the belief that they are accurate based on the latest information received. However, TLN cannot be held responsible for any modifications to the Properties or inaccuracies. Where TLN publishes or refers to descriptions, assessments and/or ratings of the Property either by TLN or by third parties, these ratings are for information purposes only and TLN will not be held responsible for any reliance placed on these ratings.

## **DISCLAIMERS**

Neither TLN, 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 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
- 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 TLN, 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.

## **VOLCANIC DISRUPTIONS**

The geography of Indonesia is dominated by volcanoes which form part of the 'Pacific rim of fire'. Guests who travel to Bali should be aware that their arrival or departure may be delayed or prevented by airport closure or the refusal of their airline to land or take off due to ash from volcanic activity.

The following policy applies:

- If Guest's flight company cancels his and his party's flights to Bali but the airport remains open and there are other flights from Guest's destination to Bali, Guest must refer to his private insurance company or travel company for any compensation etc. The Property will follow TLN's standard cancellation policy in this case. Please refer to the terms and conditions.
- If the airport in Bali is closed and it's not possible to fly in to Bali, TLN, the Owner or the Owner's Representative will offer credit of the value of the booking, to be used anytime from that day up to six (6) months from date of scheduled arrival; the value will be applicable for the same villa and based on the season and rates.
- If Guest and party are staying at the villa while the airport in Bali closes, TLN, the Owner or the Owner's Representative will try to accommodate Guest and party to continue their stay at the villa booked (with a very special discount on additional nights if needed) or in any other of TLN's villas.

The policy above may be subjected to change depending on the situation and volcano activities.

## **JURISDICTION**

These Terms and Conditions will be governed by the laws of Hong Kong. In the event of controversy arising from the booking and Property rental that cannot be resolved amicably between the parties, both parties agree to exclusively refer the matter to the Hong Kong International Arbitration Centre to be resolved finally by arbitration in the English language. Nothing in this clause shall limit the right of TLN to take proceedings in the courts of any country in which the Guest has assets or in any other court of competent jurisdiction.

By making its booking request, 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.

If any of the 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.

*Updated: December 2020*