

RULES

No one likes rules, but as with any hotel or private property anywhere in the world, rules are there to protect the owner and the guest and to ensure that there is no miscommunication either before, during or after the vacation.

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ABOUT ME

My name is Stephen Riches and I am the legal owner of **Villa Nyumpené** which is located at Jalan Sri Rama, Gang XV111, No 7, Legian, Kuta, Badung 80361 Bali, Indonesia.

I live and work in Bangkok, Thailand and in my absence the villa is managed by Ms. Ketut, a Balinese and she is assisted by a housekeeper and gardener.

RENTAL AGREEMENT

PRE-AMBLE

This agreement is between you (the Guest), the person that has booked and paid for this vacation rental and myself, Stephen Riches (Owner) and where necessary, my staff or contractors.

By agreeing to pay in full at the time of the booking, it is taken that you have read and agreed to the terms laid out in this document.

It is your responsibility to ensure that your group abides by this agreement

You will agree to send us the full names and ages (for children) within 72 hours of the booking being accepted of all the occupants in your group.

You will be renting an entire property located at the address indicated. The property has 3 bedrooms each with a Super King or King sized bed, bathrooms, storage areas, tables and chairs and room safe. There is also a main kitchen for staff use, a private kitchen for guest use, living room, dining room, 42" Smart TV, a 50sqm swimming pool, and 1600 square meters of garden that include 6 sun-loungers, 2 sun umbrellas, a pool house and a massage bale. There is also a private courtyard which includes a covered garage space for one car and a grassed area for another car, if necessary.

This villa is rented from 1 person up to 6 people. The rate displayed is a daily rate for the entire property's rental. So regardless of 1 or 6 people the rate is the same.

We can accept a 7th guest so long as the fee is paid for the additional guest and the cost is an additional USD35 for the single foldaway bed.

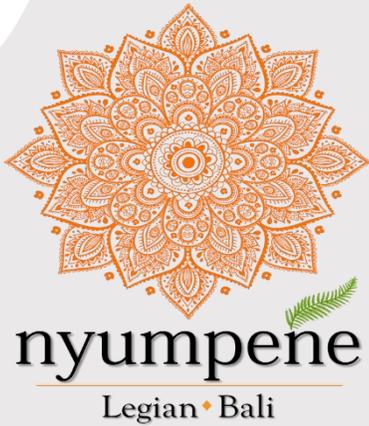
A cot for a baby and a high-chair is provided free of charge

Children up to the age of 5 that do not require additional bedding and can share the bed with their parents stay free. Up to 3 children maximum in these circumstance – ie: one child per bed shared with parents.

Villa Nyumpené has taken reasonable efforts to ensure that the content of this web site is correct but it is subject to amendment at any time without notice. All content on this web site is published in good faith but you acknowledge that Villa Nyumpené has the right to change information and facilities as deemed necessary.

You confirm that you are at least 18 years of age. All bookings are personal to you and may not be sold, assigned or otherwise transferred.

You expressly confirm that you will be using this Villa purely for vacation purposes and not using it as a location to run or provide or support any form of commercial or other activities that are considered illegal under the laws of the Republic of Indonesia.



PAYMENT

Payment is to be in full and NETT OF BANKING OR PAYMENT CHANNEL CHARGES.

1. Payment can be made by Credit Card, PayPal, Bank Transfer, Telegraphic transfer or direct deposit to accounts in Indonesia, Australia, United States, United Kingdom or Thailand.
2. Any shortfall should be made up pre-arrival or upon check-in, in cash.
3. An invoice and/or receipt will be generated by us for your records.
4. A booking confirmation will then be issued to the Guest.

CANCELLATION BY GUEST

Cancellation is acceptable under the following terms:-

1. Cancel within 48 hours of making payment - full refund less bank transfer fees
2. Cancel up to 2 weeks of arrival - 75% refund less bank transfer fees
3. Cancel within 2 weeks of arrival - 50% refund less bank transfer fees
4. Cancel less than 1 week of arrival - no refund.

We strongly recommend that you purchase travel insurance to cover any actuality, including cancellation as we will not negotiate on these terms.

Any refunds will be less any banking charges / fees that we incur to remit funds back to the Guest.

CANCELLATION BY US

In the unlikely event that the Villa becomes unavailable due to circumstances beyond our control, we will offer an alternative period if possible, alternative accommodation if available, or a full refund of all payments you have made. Refund is limited only to the rental costs. We are not liable to cover costs that may incur related to your travel arrangement i.e. administration or agency fees to reschedule your flight, etc.

STAFF

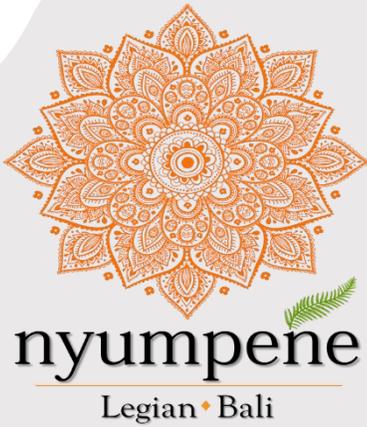
Villa Nyumpené is staffed by 3. A manager, housekeeper and gardener. You may of course request that they leave the premises after their morning duties of cleaning, tidying, laundry and bedroom preparation are complete. Just communicate your wishes with the manager the day before.

DRINKS FRIDGE

We provide you with a dedicated drinks fridge that contains local beers and a variety of soft-drinks. These are paid-for-consumable items and are provided at wholesale prices. This is a service we provide to make your holiday a little more hassle-free. Please indicated your consumption in the book and pay the manager in cash either daily or weekly.

LAUNDRY

We have a private contractor for the provision of laundry services. Details and forms are in each room. Please pay the manager in cash upon hand-over of laundry.



BREAKFAST

Breakfast is served no later than 10am.

1. Breakfast is never served in the bedrooms, but in the dining area only.
2. Please indicate your breakfast order the day before to the manager for the following day.
3. Should you wish for a different breakfast than that offered, we will happily purchase the items you wish but you must pay the manager in advance – change and receipt will be provided.
4. A menu can be provided to you pre-arrival, just ask us.

GUEST KITCHEN

Please remember this is a private villa that you are renting. We provide you with the basics in a guest kitchen including tea, coffee, sugars, pots and pans, a microwave and fridge and a variety of spices and cooking essentials. This is, by comparison to other private villas, a very well-stocked kitchen.

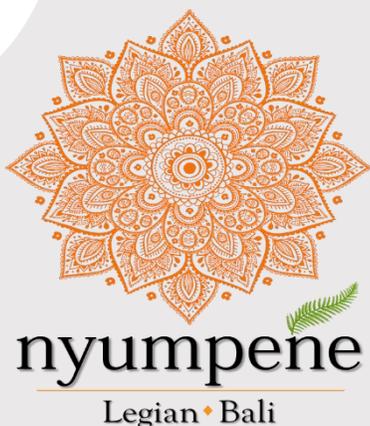
1. Should you have special dietary needs, please bring what you require. We cannot guarantee that those items are available in Bali.

ACCESS

Guest shall allow the owner or the manager access to the property for purposes of repair and inspection at any time. The owner shall exercise this right of access in a reasonable manner and where possible, by advising the guest in advance. This does not apply in the case of an emergency when the owner or the manager will have full and unfettered access to the property.

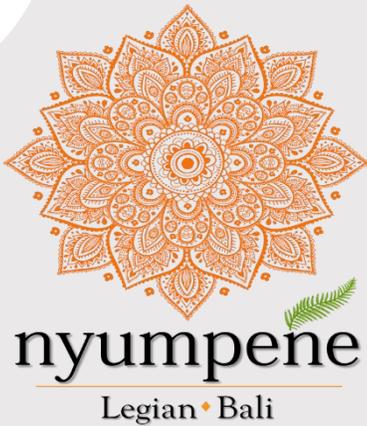
RULES OF RENTAL

1. Upon booking or no later than 72 hours of the booking, the Guest will advise and register the names and ages (if there are children under the age of 18) of all the guests in the booking.
2. Upon check-in, each guest will provide the property manager with their passport/s for copying and passing to the local authorities as registered guests. This is the law of the Republic of Indonesia.
 1. Checked-in guests should match the booking and not exceed the number of people that have been booked by the Guest.
 - a. Should these registration procedures not be adhered to, the booking will be considered cancelled and the Guest/s prohibited from staying at the property.
 - b. No refund whatsoever will be entertained.
 - c. We do not break the laws of the host country and we will not be complicit in this regard.
3. Smoking is allowed outside only and NEVER in the bedrooms, bathrooms, kitchen nor living room.
4. People other than those in the Guest party and registered to stay may not stay overnight in the property. Any other person in the



property other than the registered guests is the sole responsibility of Guest.

- i) If an outside and unregistered guest is found to have stayed overnight then a charge of USD45 will be payable in cash.
5. This property is privately owned;
 1. the owner and the owner's staff are not responsible for any accidents, injuries, illness or death that occurs while on the premises or by using its facilities or services.
 2. The owner and owner's staff are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm or loss arising from their use of the premises or others whom they invite to use the premise.
 3. There are room safes in each room. Please use them.
 6. Keep the property and all furnishings in good order. Any willful damage will incur replacement or repair costs which will be paid in cash only.
 7. Only use appliances for their intended uses
 8. Pets are NOT allowed
 9. Parking: Parking is limited to 2 vehicles. Vehicles are to be parked in designated parking areas only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
 1. Parking of your vehicle within the Villa property, motorized or non-motorized, is entirely at your own risk.
 10. Housekeeping: There is a daily housekeeping service.
 1. While linens and bath towels are included in the property rental, we do not permit villa towels or linens to be taken outside the property.
 2. Sheets and bath towels and pool towels are changed every 3 days unless they are evidently dirty. We do not launder daily unless necessary.
 3. Shampoo, conditioner and liquid soaps are provided.
 11. Swimming Pool: No children under the age of 8 are permitted in the swimming pool at any time without adult supervision.
 1. No diving is allowed at any time. Signs are placed around the pool to remind you of the dangers of diving into shallow waters.
 12. Power Usage: You will not leave lights and air-conditioning running whilst the rooms are not being used. Wasteful use of energy is not encouraged so please help us to keep costs down.
 1. In the event of a power cut of more than 30 minutes, please let the manager know so that she/he can check if the problem is at the villa or localized. If localized, there's nothing that we can do. If it's a villa fault, we will do our utmost to rectify this unusual situation quickly.
 2. Power cuts in Bali are not often but can last from a few seconds to a couple of hours and not usually more.
 13. Keys: Lost keys incur a charge of EUR100 per set given they are custom-made in Germany and cannot be duplicated in Asia. Each room has one set of keys. Please keep them safe!



14. Security: It is your responsibility to ensure that the outside gate and side-door leading into the property are locked at every instance of you leaving or returning to the villa.
15. Storms or Natural Events: You recognize that Bali is susceptible to earthquakes, volcanic activity and natural equatorial storms.

If there is a storm, earthquake or eruption during your stay that affects your stay, no refunds will be given. Natural events of this nature are coverable by insurance that we urge you to buy.

In the event that the Local or Federal authorities order mandatory evacuations only in Badung Regency (the administrative area where the property is located) or the property is uninhabitable:

1. We will offer to re-accommodate the Guest at a later date for the unused days once the event has ceased and subject to date availability.
2. We will not refund for any unused days' rental fees. This is why we encourage you to purchase travel insurance that covers eventualities of this nature which are completely outside of our control.
3. We will not be able to refund any unused days' rental fees if the Guest is currently at the property and there is NO mandatory evacuation issued by the local or Federal authorities for the Badung Regency.
4. But rest-assured, unless it is a calamitous situation we will endeavor and do our best to make you comfortable should such an event occur.

16. Insurance: **You are strongly recommended to obtain travel insurance against cancellation and for medical cover.**

Villa Nyumpene, its owner, employees or agents shall not be liable for any failure or delay in performance of its obligations, which results directly or indirectly from any cause or circumstance which is beyond its reasonable control. The following shall be regarded as examples of such circumstances: act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, revolution, the act of any government or authority (including but not limited to refusal or revocation of any license or consent), fire, flood, lightning, explosion, fog or bad weather, interruption or failure of a utility service (including but not limited to electricity, gas, water or telecommunications), renovations undertaken by the villa, strikes, lockouts or boycotts, embargo, blockade.

Stephen Riches
Villa Nyumpené
July 2019

