



General Terms and Conditions of Sunshine Lodge Krabi

1. Subject of the Agreement

1.1 Subject of the Agreement

These General Terms and Conditions regulate the legal relationship between Sunshine Lodge Krabi (hereafter referred to as SLK) and its customers. The General Terms and Conditions (hereafter referred to as GTC) apply to all offers and services of SLK.

1.2 Conclusion of the Contract and Acceptance of the GTC

By sending the electronic booking request or, at the latest, upon receipt of the written booking confirmation, the customer fully agrees to the SLK GTC. The GTC are available at any time at www.sunshinelodgekrabi.com.

1.3 Number of Guests

The maximum number of persons that may be accommodated in the booked house is the amount stated by SLK in the booking confirmation. SLK may, in accordance with its tariffs, charge additional costs for additionally accommodated guests at any time and/or demand the immediate rejection of these additionally accommodated guests.

1.4 Adjusted booking

An adjustment to a booking, namely regarding the date of arrival or departure, duration of stay, additional services, is only valid with the agreement of SLK and only with the issue of a new booking confirmation by SLK.

1.5 General Rights of Use of the House

The customer has the right to use all rooms except those marked "Private".

1.6 SLK Included Services and Utilities

- Fully furnished house with fully equipped kitchen
- The house is air conditioned
- Daily house cleaning and change of towels and bed linen
- All incidental costs (incl. hot and cold water)
- Other individual services are available at additional costs and upon request

2. Contract Start, Duration, Extension and Cancellation

2.1 Contract Start

A booking is confirmed once the booking confirmation has been issued by SLK.

2.2 Duration

The house is available for the booked period of time. The decisive factor is the period noted in the booking confirmation under "Check-out". The customer has no right to use the house beyond this period.

2.3 Extension

The customer cannot shorten or extend a booking that has been made. However, he/she is free to book the house for any length of time and to cancel the nights already booked in good time free of charge in accordance with SLK's cancellation deadlines, as per clause 2.4.

2.4 Cancellation

Cancellations are free of charge if the cancellation deadline of 10 days before the day of arrival is respected. Cancellation is only valid with written reconfirmation by SLK.

3. Payment

3.1 Payment of the Booking Period

After payment of the advance, the booking period is reserved. After payment of the outstanding balance, the booking period is definitively booked for the client. The payment deadlines are indicated on the booking confirmation.

In the case of non-payment of the outstanding balance t, SLK is entitled to withdraw from the contract, to assign the house to someone else and to demand a cancellation or processing fee from the defaulting guest.

3.2 Payment Conditions

Payment of the invoice is made by bank transfer. Receipt of payment will always be confirmed by SLK by email.

4. Check-In und Check-Out

4.1 Check-In und Check-Out

Unless otherwise agreed with SLK, the house may be obtained and returned as follows:

Check-in:
daily from 15.00pm to 22.00pm

Check-out:
daily at 12.00pm

If the house is not left on time, an additional daily rate will be charged.

4.2 Vacating and Final Cleaning

The customer must leave the house in a clean and tidy condition. Should the condition of the house necessitate an above-average cleaning time, the additional time spent will be invoiced and charged directly against the deposit.

5. Guest Liability

5.1 Liability

In the event of loss of keys and damage, loss or destruction of the inventory, the furniture or the building by the customer or by third parties, the customer shall be fully liable for any resulting damage. The customer is also liable for damages resulting from lack of care, smoking and misuse. Theft, deliberate damage to property and other offences in connection with accommodation in the house will be reported immediately to the authorities and in this case SLK is entitled to cancel the booking without notice.

6. Use

6.1 General

The customer is entrusted with the responsibility to treat the house, the generally accessible rooms and the inventory, furniture and equipment with the greatest possible care. The instructions for use of the appliances must be followed. The house is to be used only for the intended purpose (as private living space).

6.2 Pets

Pets are not permitted without written permission from SLK.

6.3 Construction, Repair and Maintenance

No constructional changes may be made in the house or in the generally accessible rooms.

6.4 Use and Subleasing

The customer is not permitted to sublet the house to third parties or to let it to third parties. It is not permitted to run a business in the house. In the event of a breach of the guest's right and the obligations mentioned in these GTC, SLK has the right to cancel the booking immediately or to dissolve an existing contractual relationship without notice and to have the customer expelled without further ado if the customer refuses to move out immediately.

7. House Rules

7.1 No Smoking

Smoking is prohibited in the house as well as in all other premises.

7.2 Emergencies

In case of housekeeping and health emergencies or general questions, our responsible person can be reached at any time under the number +237 6 94 06 73 86.



8. Exclusion of Liability and Insurances

8.1 Exclusion of Liability

SLK accepts no liability for the following damage:

- Any damage caused by the customer
- Personal injury caused by the use of the house or its inventory (e.g. by the use of kitchen equipment such as knives)
- Damage due to disruptions as a result of natural disasters, strikes etc.
- Damage due to malfunctions and interruptions of power and/or internet connection
- Damage to and/or loss of the customer's personal belongings (luggage, clothing, valuables, furniture, vehicles, etc.) stored in the house or in/around the building

8.2 Insurance

The customer and his/her personal belongings are not insured by SLK. Private liability insurance is the responsibility of the customer.

9. Data Protection

9.1 Dataprotection

SLK is entitled to collect, process and use personal data insofar as it is necessary for the proper functioning of its operations. The customer agrees that the storage and transmission of data to third parties only takes place insofar as it is necessary. The customer agrees to this.

10. Severability Clause

10.1 Severability Clause

Should any individual provisions of these GTC be unlawful or otherwise unenforceable, the remaining provisions shall remain unaffected. The parties shall then find a permissible provision that reflects the original intention.

11. Amendment and Supplement to the GTC

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Changes or additions to the GTC may be made by SLK at any time without prior notice.

12. Communication/Paper Trail

12.1 Communication/Paper Trail

All communication from SLK (including booking confirmations, invoices, etc.) is always by e-mail. The booking confirmation issued by SLK contains all agreements made regarding a booking. Any changes or additions to the agreements must be made in writing in order to be valid. E-mails fulfil the written form requirement.

13. Applicable Law and Jurisdiction

13.1 Applicable Law and Jurisdiction

The contract shall be governed exclusively by Cameroonian law. The place of jurisdiction for any emerging disputes shall be the competent courts at the respective location of the House.

Kribi, Cameroon 2021

Sunshine Lodge Kribi

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