TERMS AND CONDITION

June-2010

These Terms are applicable to all Contracts of any kind made by The Sunsea Resort (Muine) and its clients ("the Clients")and apply to all reservations, bookings and agreements for accommodation, dining, function room hire and use of all facilities at The Sunsea Resort.

Clients are invited to read these provisions and note their responsibilities, arrangements for payments, cancellation terms and limitations on the liability of the Sunsea. The Contract is conditional on the payment of the Deposit.

TERMS OF SUPPLY

1. INTERPRETATION

1.1 In these Conditions:

"Arrival"	means the date on which the Facilities are to be provided or shall start to be provided by the Sunsea;
"Client"	means the person for whom the Sunsea has agreed to provide the Services in accordance with these Terms;
"Contract"	means the contract for the provision of the Services including these Terms as appropriate;
"Deposit"	means the payment specified in clause 5 and Schedule;
"Services"	means the provision of accommodation, function room hire and/or supply of food and beverages and other Services by the Sunsea for the Client described in writing by The Sunsea and on its website or in its brochure;
"Schedule"	The Schedule of deposits and payments and cancellation terms annexed to this Agreement;
"Standard Charges"	means the charges shown in any brochure of the Sunsea or other published literature relating to the Services in force from time to time;
"Terms"	means these terms and conditions.

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

2. PROVISIONAL RESERVATION AND CONFIRMATION OF RESERVATIONS

2.1 If The Sunsea confirms the reservation this Contract is conditional on the Client supplying credit card details and the authority for charges to be deducted (including cancellation charges) on the payment terms outlined in the Schedule.

2.2 If credit card details and payment authority is not given to The Sunsea by the Client then subject to any outstanding obligation due to the Sunsea from the Client the Contract will cease to be of effect. The Services that are the subject of the provisional reservation will be released and be resold without any further notification to the Client.

3. SUPPLY OF THE SERVICES

3.1 The Sunsea shall provide the Services to the Client subject to the Contract.

3.2 The Client shall at its own expense supply the Sunsea with all necessary data or other information relating to the Services within sufficient time to enable the Sunsea to provide the Services in accordance with the Contract. The Client shall ensure the accuracy of all such information. Specific information requirements are contained in the Schedule. The Sunsea may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

4. CHARGES

4.1 The charges payable by the Client shall be detailed in writing by The Sunsea. If no charges are specified or additional and varied Services are provided to the Client, the Client shall pay the Standard Charges at the prevailing rate on the day the Services are provided and any additional sums which are agreed between the Sunsea and the Client for the provision of the Services .

4.2 The Sunsea may vary the Standard Charges from time to time.

4.3 All charges quoted to the Client for the provision of the Services are inclusive of any Value Added Tax at the applicable rate at the tax point unless otherwise stated.

5. DEPOSIT PAYMENTS

5.1 Deposits are non refundable.

5.2 The different requirements for Deposits are set out in the Schedule.

6. PAYMENT

6.1 The payments to the Sunsea to be made by the Client (including Deposits) are to be made on the date(s) and in the amounts to be calculated as specified in the Schedule.

6.2 If any services under the contract are varied prior to arrival then the payment made will reflect the latest details contained in the written details of The Sunsea.

6.3 Any additional charges due to the Sunsea from the Client for the Services shall be paid by the Client on presentation of an invoice.

6.4 Advance to The Sunsea Rate: For room reservations made using the advance purchase rate full payment will be take at the time of booking. This payment is not refundable in the event of any amendment or cancellation.

6.5 All walk in and same day booking guests must provide passport or valid identification on arrival regardless of their nationality.

7. CANCELLATION CHARGES ("NO SHOWS")

7.1 The Client agrees to pay charges to the Sunsea in the event of cancellation of the Services or if the Client and/or their guests fail to take up the Services at the time and on the day specified in the Contract. The cancellation charges are calculated by reference to the **Schedule** attached.

8. VARIATION IN SERVICES REQUIRED

8.1 Any variation of numbers, accommodation and food and beverage requirements specified for the Services or other changes or additions must be agreed by the Client and the Sunsea in writing.

9. LIABILITY OF THE SUNSEA

9.1 When the Sunsea supplies the Services which include any services supplied by a third party, the Sunsea does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the services to the Sunsea.

9.2 The Sunsea shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

9.3 Except in respect of death or personal injury caused by the Sunsea's negligence, or as expressly provided in these Terms, the Sunsea shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Sunsea, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services (including any delay in providing or failure to provide the Services) or their use by the Client, and the entire liability of the Sunsea under on in connection with the Contract shall not exceed the amount of the Sunsea's charges for the provision of the Services, except as expressly provided in these Terms.

10. TERMINATION

The Sunsea may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the Client if the Client commits any breach of these Terms, or if the Client goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

11. CLIENT RESPONSIBILITIES

11.1 Dress code: Guests are required to comply with the dress code of the Sunsea in the Bar, common area and Restaurant. This requires women and gentlemen to wear a short or swimming suit, topless for ladies are not accepted at any time. The Client must ensure that any guests of the Client are aware of this requirement.

11.2 Arrival and departure times for accommodation at the Sunsea are 2:00 p.m. and 12 noon respectively.

11.3 The Client is responsible for the behaviour of his, her or its guests at the Sunsea and in particular for the orderly conduct of guests attending any function or staying in the Sunsea or otherwise making use of the Services. The Client must ensure that no noise or nuisance is caused either for the Sunsea or its other guests and Clients. The Client must comply with any reasonable request of the Sunsea and with any policies of the Sunsea as may apply to the Services from time to time.

11.4 Should a resident of the Resort wish for any item to be received or held by The Sunsea prior to arrival or following departure, advance notice will be required. The Resort retains the right to deny receipt of such items. Any costs incurred for return will be borne by the sender. All items are left at the owners risk and may be subject to search. Please note that should an item be locked or sealed, it is the responsibility of the owner of the item to facilitate access. The Sunsea is not liable for any flood, fire or damage to the items.

11.5 Smoking in all public areas of the Resort: The Sunsea Restaurant, The Beach Bar and The swimming pools is allowed. Residents of the Resort are able to smoke in a designated smoking bedroom or suite, all of which shall be required in advance.

11.6 Pets are not allowed in the Sunsea Resort

11.7 In case of rain, running around the swimming pools and public area is to be avoid for the client and its guest safety.

11.8 Ball games are not allowed inside the resort.

11.9 For all clients and its guest, it is not allowed to bring food and beverage from outside of the resort. The Sunsea resort is providing breakfast, lunch and dining commodities at the restaurant, Beach bar and on the beach. Nevertheless, room service is also available upon request. Minibar is provided in each room.

GENERAL TERMS FOR EXTERNAL CONTRACTORS AND INDEMNITY

1. DEFINITIONS

1.1 In these terms:

"Contract"	means the contract for the provision of the Services including these Terms and, as appropriate, any written description given by the Sunsea.
"Services"	means the provision of accommodation, function room hire and/or supply of food and beverages and other services by the Sunsea for the Client described in writing by the Sunsea and on its website or in its brochure.

2. CCTV

In the public areas of the Sunsea Resort and some staff areas CCTV is in operation and video recordings may be made. This activity is carried out for security and service reasons for the better management of the Sunsea Resort and security for all its Clients and staff.

3. PHOTOGRAPHY AND FILMING

Photography or filming are permitted in public areas of the Resort. Nevertheless, commercial photography or images including trade marks or trade names requires the prior written consent of the Sunsea.

4. GENERAL

4.1 The Contract constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

4.2 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

4.3 Vietnamese law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the Vietnamese courts.

SCHEDULE OF DEPOSITS AND PAYMENTS AND CANCELLATION TERMS

ROOM BOOKINGS		
TIMETABLE	CLIENT REQUIREMENTS	CANCELLATION CHARGES*
High Season periode[1]	50% of total reservation value to be paid at booking time	None: If cancelation is made 30 days before arrival 30% of room charge if cancelation is made 20 days before arrival 50% of room charge if cancelation is made 10 days before arrival 100% of room charge if cancelation is made 3 days before arrival
Low Season Periode[2]	30% of total reservation value to be paid at booking time	
For Over a week Stay	Payment of the full week to be done at the end of each week	
On departure	Payment in full to be done at check out time.	

[1] From 15th November to 31st March, 1st Mai and 2nd September
[2] From 1st April to 14th November

*All cancellation charges are subject to possible full reimbursement if accommodation is re-let and payment has been in accordance with Contract.