

PROPERTY USE TERMS AND CONDITIONS

Terms and conditions depend on the type of service provided.

Please refer to:

A. Basic Service – B. Full Board – C. Special Event

1. **A.B.C.** - Rates are in US dollars and do not include 16% Tax and 5 % Service charge.
2. **A.** 2 nights minimum stay required - **B.** 4 nights minimum stay required - **C.** minimum stay does not apply. During Christmas, New Year, Easter and Thanks Giving, 7 night minimum stay is required.
3. **A.B.C.** Reservation Deposit. In order to confirm your booking, we require a 50% prepayment at the moment of making your reservation. Once the booking has been processed, you will receive a Reservation Confirmation email that outlines a summary of your booking. Please review the information carefully and contact us immediately at reservations@nalum.com if you have any questions or require any changes.
4. **A.B.C.** Final Payment. The balance (50%) is required 30 days before the arrival day. If the remaining 50% has not arrived by this period, this will be considered a full cancellation. Please read our full policy; securing your reservation means you accept all terms.
5. **A.B.C.** Security Deposit. A security deposit (A. 1,000 USD, B. 2,000 USD, C. 3,000 USD) is required 30 days before the arrival day to secure the confirmation and to assure payment for any losses of damage caused to the Property, the Equipment and/or third parties caused by or derivative from Property use. Notwithstanding, in case such damages to the Property, the Equipment and/or third parties caused by or derivative from Client use cannot be covered by the Deposit, the Client is bound to indemnify Nalum S. de R.L. de C.V. (“Nalum”), its corporations and legal representatives as an Indemnified Party, as well as to keep them at peace and safe from and against any demand, loss, damage, cost and expense (including any lawyer fees). The Deposit will be refunded at finalization of Use Term upon a satisfactory inspection of the Property and Equipment.
6. **A.B.C.** Payment. Payments can be made with PayPal and bank transfer. Payments made using PayPal will incur an additional fee of 5%. Please contact us for bank transfer details or mailing address.
7. **A.B.C.** Cancellations. In order for a cancellation to be valid we need a written request by you and a written confirmation of cancellation by us. Cancellations made by phone are not valid.
8. **A.B.C.** Refunds. 25% minimum non-refundable charge of the total amount on any cancellations; 50% non-refundable charge of the total amount if Client cancels 90 to 30 days prior to arrival date; 75% non-refundable charge of the total amount if Client cancels 30 days or less prior to arrival date; 100% charge for no shows.
9. **A.B.C.** Property Use. Exclusively for residential purposes. Any event different from residential use, including but not limited to: weddings, footages, photo-shootings among others, to be held at the Property will require previous written authorization from Nalum. Under no circumstances will persons different from Clients who were originally indicated to Nalum as authorized to stay over and use the Property be allowed to do so. Failure to comply with the preceding and/or any of these Property Use Terms and Conditions, will entitle Nalum to terminate immediately Property use without reimbursing any amounts to the Client and consequently, Client and company must leave the Property immediately.

10. Included Amenities.
 - A. (i) Sky (satellite TV); (ii) Wi-Fi connection; (iii) home-theater; and (iv) house staff of 2 and villa manager.
 - B. (i) 2 one-way Airport-Property transfers for stays of 1 week or longer. (ii) breakfast, lunch, dinner and 2 snacks, according to a personalized menu; (iii) non alcoholic beverages (iv) Sky (satellite TV); (v) Wi-Fi connection; (vi) home-theater; and (viii) house staff of 4 plus private concierge service.
 - C. (i) specific for each contract
11. B. Other Amenities. (i) If the Client requires laundry service, it must be requested to the Personnel indicating the proper care of any delicate garments; and (ii) changes to dining menus are to be supplied to the Personnel 24 hours in advance, unless otherwise agreed with the Personnel.
12. A.B.C. Restrictions. (i) Sub-leasing the Property is not allowed for the Client; (ii) no negotiation and/or cancellation will be agreed with Personnel members; (iii) no pets allowed; and (iv) performing or allowing any illegal acts and/or contrary to good manners and/or which may compromise Property stability, safety, hygiene or comfort and avoiding any omission also causing said results, are prohibited and will cause an immediate termination of the use of the property.
13. A.B.C. Parties Liability. Nalum and the Property are not responsible and will assume no fault or cost associated with and the Client hereby releases Nalum and the Property from: (i) any complaint, damage, expenditure or any other financial loss, either related to a person or property that has been the result of a wound, accident, death, delay, alteration of dates or inconvenience, by any cause, including problems related to delays or cancellation of transportation, or due to inclement weather; (ii) the well being of any person with respect to any accident or other occurrence that may happen to them related to Property use; (iii) any damage caused by any natural disasters including, but not limited to, tremors, earthquakes, hurricanes, floods, and landslides; (iv) any damage to the Client's goods, including his/her/their wardrobe when using the laundry services; and (v) in general, for any type of responsibility resulting and/or derivative from and/or related to Property use, among others, entered into by and between Nalum and the Client.
14. A.B.C. Consequently, the Client hereby waives to take any action, claim, complaint and/or remedy, of any kind, including but not limited to civil, criminal, labor and administrative, against Nalum, the Property, their legal representatives, shareholders, directors or counselors, related, affiliated or subsidiary companies, and their respective legal representatives, shareholders, director or counselors, including but not limited to any responsibility regarding Property use and/or including without limitation any of the situations referred to in the preceding paragraph. The Client acknowledges that this exemption of liability will be subject exclusively to the jurisdiction of the judges and courts of the state of Merida Yucatan, Mexico, expressly submitting to said jurisdiction and waiving to any other foreign forum and/or jurisdiction to which the Client may be entitled, due to his/her/their domicile or residence.
15. A.B.C. Confidentiality. The Client commits to maintain this document confidential and shall not disclose it to the media, legal or verdict and settlement publications or any other third parties if there is no jurisdictional requirement or without an official express authorization from Nalum.

THE CLIENT ACKNOWLEDGES AND ACCEPTS THESE PROPERTY USE TERMS AND CONDITIONS