

**Villa M (Villa Macpherson), Bophut, Koh Samui, Thailand**  
**Managed by Luxury Villas and Homes(LVH) /IPSL Property Services Co.,Ltd**  
**Holiday Villa Reservation - Terms & Conditions**

*Up-dated 1<sup>st</sup> October, 2019*

The payment of any deposit for the rental rate shall be taken as confirmation of acceptance of the following conditions:

**1. BOOKING PROCESS**

**1.1 Provisional Confirmation of Availability and Rates**

Upon receipt of a request confirmation of availability, the applicable Villa rates and the amount of deposit required will be advised.

Bookings are on a 'first-come, first-served' basis and are for a minimum of three (3) nights, to the exception of certain period and unless otherwise specified in the confirmation of availability.

Villa M reserves the right to decline a booking without giving any reason.

**1.2 Exclusions & Additional Charges**

Rates do not include baggage handling, gratuities, telephone, fax and telegram charges, car rental, food, soft drinks and/or liquor, personal items and expenses due to any other third parties, and any excessive cleaning required upon departure (such as upholstery or rug shampooing, etc.) or replacement of breakages.

Fair wear and tear accepted.

**1.3 Initial Deposit**

An initial deposit of thirty percent (30%) must be paid to confirm a booking, unless otherwise specified in the confirmation of availability.

During the season of Christmas, New Year and Chinese New Year, fifty percent (50%) of the villa rental due is to be paid to confirm a booking.

Before the booking is confirmed and a contract comes into existence, VILLA M/LVH reserve the right to increase or decrease the agreed prices. No contract will exist between with VILLA M /LVH until receipt of funds.

If funds are not received within 5 banking days the reservation shall be deemed to have been cancelled and VILLA M/LVH reserve the right to allocate the Villa to another client.

Should the booking be cancelled, cancellation charges will become payable in accordance with Paragraph 3 hereto.

#### **1.4 Balance Payment**

Transfer of the outstanding balance must be paid at least 42 days before the day of arrival, unless otherwise specified in the confirmation of availability.

Christmas, New Year and Chinese New Year Seasons: Transfer of the outstanding balance must be paid at least 75 days before the date of arrival, unless otherwise specified in the confirmation of availability.

Should the booking be made within 42 days of arrival the full payment is due upon confirmation and prior to arrival.

Daily rates are exclusive of 10% Service Charge and 7% Tax.

#### **2. PAYMENT**

Payment can be made either international bank transfer, nett of bank fees, or using our online payment gateway (administration of 3% is applicable).

If VILLA M does not receive the balance by the due date, VILLA M/LVH reserve the right to cancel the booking and cancellation charges will apply.

If the booking is confirmed within 42 days of the arrival date, the whole amount of the Villa rental is to be paid at the time of booking. This is applicable for all seasons.

#### **3. CANCELLATION AND AMENDMENTS TO RESERVATION**

If it becomes necessary to cancel all or any part of the booking, VILLA M must be notified in writing (email acceptable). The cancellation will take effect from the day the written confirmation is received.

The following cancellation charges will be applicable depending on when the notification of the cancellation is received in writing and the period of stay in the Villa:

##### **Standard and Peak Seasons:**

30 days or more before arrival date:

All Payments are forfeited but credited for 9 months from the date of the cancellation confirmation by VILLAM/LVH reservation department. The credit value can be used by the client or anyone on their behalf for any reservation, during any period upon availability and solely for the villa initially reserved.

##### **Within 30 days of arrival date:**

All rental payments are forfeited. A full or partial refund is solely applicable in the event that VILLA M/LVH secure another reservation covering partially or fully the initial cancelled reservation.

## **Christmas and New Year Period:**

For any cancellation after the deposit and/or balance payment, all payments are forfeited and a full or partial refund is solely applicable in the event that VILLA M/LVH secure another reservation covering partially or fully the initial and cancelled reservation.

The above cancellation charges also apply if VILLA M/LVH 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 cancellation charges may apply. Any change to the original reservation is subject to the approval of VILLA M.

Early departure penalty will be subject to negotiation with our local Representative's Manager.

## **4. ARRIVAL & DEPARTURE TIMES**

Guests should assume that the Check In Time is 3:00pm and Check Out time is 10.30 am (early arrival and late departure will depend upon availability of the villas at the time of arrival or departure). An additional fee may be applicable and will be advised at the time of booking.

The Client is responsible for informing the correct arrival details (flight number) whenever an airport transfer is part of the VILLA M service.

## **5. ALTERATIONS & CANCELLATIONS BY VILLA M**

Though it is unlikely that VILLA M/LVH will have to make any changes to confirmed arrangements, it does occasionally happen, and we will advise you at the earliest possible date. If, for any reason beyond our control, we are unable to provide you with the Villa booked, VILLA M shall reserve the right to cancel the reservation.

For example, but not inclusive, if the properties are damaged or rendered unusable VILLA M/LVH will endeavor to locate the Guests to an alternative property for the period required but no guarantee is given that this can be done. However, if this is not possible, or Guests do not wish to be transferred, VILLA M /LVH will cancel the booking and refund in full, less any bank transfer charges, the amount paid to VILLA M for the Villa. VILLA M/LVH shall not be liable for any further obligations or claims by the client.

## **6. REGISTERED GUESTS**

Only those persons stipulated on the booking form may reside at the property as guests. Please notify us as soon as possible of any changes. The number of people staying at the property, including children, must not exceed the maximum capacity indicated in the property description or elsewhere, except in the case of infants (under two years old), or unless specifically authorized.

Should the owner or the local representative find that the number of people staying at the property exceeds that on the booking form or the maximum capacity of the villa, he/she may, at the absolute discretion of VILLA M, ask the extra person or persons to either pay the applicable additional charge as per the published rate or to vacate the property forthwith.

No camping is permitted in the property grounds.

VILLA M regrets that no pets are allowed on the entire property.

## **7. WEDDING AND PRIVATE PARTIES**

If a party is to be organized at the property for a number of guests in excess of 1.5 times the maximum occupancy of the villa, this must be agreed prior to booking, as some villas have restrictions on the number of events permitted and the number of guests allowed. For an Event to be approved, full occupancy rates and minimum number of nights apply and the additional Event T & C's agreed to.

In addition, a deposit will be collected either by international wire transfer or on site in cash from which a cleaning surcharge may be deducted before refunded to the guests.

An Event Premium will be charged for owners, to be paid with the balance which is due at least 30 days prior to check in

If a second or third function are required then additional fees may apply.

## **EVENT CHARGES**

Subject to change, please check with Reservations before confirmation.

## **8. SECURITY DEPOSIT**

A security deposit may be payable to VILLA M with the payment of the balance. This is to cover the cost of any damage or breakage's during the rental period of the Villas or their contents. It may also be used to cover the cost of the use of telephones and other services.

If requested this amount will be returned to you at the time of departure, less any such costs.

## **9. INSURANCE**

It is a mandatory condition of the booking that the entire party is covered by comprehensive All Risk Travel Insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

VILLA M is held harmless by you and your party against all claims including any accidents related to the use of the Villa facilities or locally procured third party services such as, but not limited to, watercraft, water sports, jeep or motorbike rental.

VILLA M shall not be responsible for any delay, additional expense or inconvenience caused directly or indirectly by events outside of VILLA M 's control such as civil disturbances, fires, floods, severe weather, Acts of God, acts of Government etc.

## **10. COMPLAINTS**

Each Villa varies in standard, quality and finish and there are differences in style and decor. Property descriptions as provided by VILLA M, on the website and elsewhere, are made in good faith.

VILLA M accepts no responsibility for any modifications made which are not mentioned on the website or anywhere else. VILLA M, can not be held liable for the breakdown of the supply of water, or electricity, or internet connection nor of swimming pool filtration systems, though we will use our best endeavours to arrange for any such problems to be solved quickly.

If there are any problems during the rental period, which could not be solved by dealing directly with the local villa staff, contact VILLA M or its local representative immediately and VILLA M will use its best endeavours to rectify the situation. It is understood that infrastructure, local standards and conditions are often of a less developed nature in a remote resort location than in more urban environments. VILLA M will do as much as can be reasonably expected to avoid and rectify any problems that may occur, but cannot be held responsible for any problems beyond its control.

Any complaints must be notified to VILLA M or LVH within 24 hours of the occurrence giving rise to the complaint, and must then be notified in writing to VILLA M or LVH before departure. Should a problem that has been notified remain unsolved please make a complaint in writing to VILLA M within 14 days of the completion of the rental period. If the Villa is vacated before the end of the rental period without mutual agreement this may result in the loss of all rights to compensation.

No complaint will be considered if made after the departure date or if not acknowledged by the villa owner, VILLA M or the local representative.

## **11. CONDUCT & BEHAVIOUR**

The person paying the deposit for the villa rental is responsible for the correct and appropriate behaviour of the guests staying at the Villa(s). Should any member of the party behave in a manner considered inappropriate, either VILLA M, the villa owner or the local representative may at their absolute discretion ask the offending guest or guests to vacate the Villa forthwith.

In such a case, this will be treated as a cancellation of the original booking and no refund can be claimed from VILLA M or LVH.

## **12. SOCIAL CORPORATE RESPONSIBILITY**

Following the association with "The Code" developed by Kuoni Travel, VILLA M, the villa owners and/or the local representative endeavor to contribute to the fight against child prostitution and trafficking. Any possible offenders will be brought to the local authorities.

It is also prohibited to act unlawfully in any way whatsoever and to bring in and/or use/consume any illegal substances. Any offenders will be brought to the local authorities.

In addition, in line with its moral duty and respect for the local employee, as well as for the safety of our valued guests, it is not authorised to bring male or female joiners met on site back to the properties

under no circumstances. The local managers reserve the right to request anyone to vacate a property at any time.

### **13. STAFF AT THE VILLAS**

The services of some staff may be included at the villas (ie Villa Manageress, maid, handyman, Thai Chef). Additional services such as those of baby sitters and/or drivers can be sourced in advance or on site upon request, although such services cannot be guaranteed and depend on availability.

We recommend the Guests provide as much notice as possible, especially during peak holiday seasons and we shall try to assist. VILLA M or the local representative can assume no liability for such contracted staff. The rates for these services will be provided in advance and shall be paid as incurred directly to the Guest Relations Manager.

### **14. LINEN & TOWELS**

Linen and towels are provided at the Villas. These are normally changed every three (3) days. If you require more frequent changes there may be extra charges. Limited laundry facilities exist on site and charges are made per item. Outside services are also available for a small service charge and must be paid at the time incurred or latest at the time of departure.

### **15. VALUABLES**

Personal safe are provided in all villas. It is strongly recommended that they are used to store valuable items such as passports, laptop computers, cash, traveller's cheques, mobile phones, cameras etc.

Any valuables left at the property are the guest's sole responsibility. Neither VILLA M, LVH nor the staff can be hold responsible for any loss or damage of personal property.

It is advised for Guests to ensure that all doors and windows remain locked at night to avoid any temptation.

### **16. DUE CARE AND SUPERVISION**

As part of this agreement, Guests are required to take due care when residing at the villas and be especially watchful of children playing in the gardens, near the entrance from the main road; near or in the pool or Jacuzzi, on the beach, or in the sea.

Furthermore. Guests are not permitted to enter the Villas when wet from swimming as the floors can be slippery. Damage or injury arising as a result shall not be the responsibility of VILLA M, or the local representative in any way whatsoever.

### **17. APPLICABLE LAW**

These conditions and any contract to which they apply are governed in all respects by Hong Kong SAR law and the Hong Kong SAR courts only shall have jurisdiction in relation to any claim or dispute arising out of, or connected with them.

**18. AGREEMENT**

I/We agree to the above conditions and do hereby agree to the application of the above Terms and Conditions to our reservation.