

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

*Updated 29<sup>th</sup> March, 2021.*

All bookings are made with Island Property Services Co., Ltd. ("LVH"), acting as managing agents on behalf of the owners of Villa M. The payment of any deposit for booking shall be taken as confirmation of acceptance under the following Terms and 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 will be made on a 'first-come, first-served' basis and must adhere to the minimum nights' requirement according to the stay period, the exception of certain period or unless otherwise specified in the confirmation of availability. Villa M reserves the right to decline a booking request without giving any reason. All published rates are subject to 7% local and government taxes and 10% service charge.

### **1.2 Exclusions & Additional Charges**

The rates do not include baggage handling, gratuities, telephone, fax, car or bike rental, food, soft drinks and/or liquor, personal items, 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 Standard Policy**

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

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

Before the booking is confirmed and a contract becomes enforceable, Villa M reserves the right to increase or decrease the agreed prices.

No contract will be agreed and accepted by Villa M before the receipt of funds.

If the funds have not been received by Villa M within five (5) banking days from the booking date, Villa M reserves the right to void the booking request and allocate the villa to another Guest.

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

### **Relaxed Payment Policy during COVID-19 Period**

For new bookings made in 2021 for 2021 and 2022 an initial non-refundable deposit of twenty percent (20%) of the total accommodation rental reserved must be paid to confirm the booking, unless otherwise specified in the confirmation of availability.

For new bookings made in 2022 onwards, standard payment policy applies.

### **1.4 Balance Payment Standard Policy**

The outstanding balance must be paid at least seventy-five (75) days before the date of arrival, unless otherwise specified in the booking confirmation. Should the booking be made within seventy-five (75) days of the arrival date, the full payment is due upon confirmation and prior to arrival.

### **Relaxed Payment Policy during COVID-19 Period**

For bookings confirmed in 2021 for 2021 and 2022 (excluding Peak Season), the outstanding balance must be paid at least forty two (42) days before the date of arrival, unless otherwise specified in the booking confirmation. Should the booking be made within forty two (42) days of the arrival date, the full payment is due upon confirmation and prior to arrival.

For 2021 Peak Season bookings and new bookings confirmed in 2022 onwards, standard payment policy of Villa M applies.

## **2. PAYMENT**

Payment can be made either via international bank transfer, nett of bank fees, or using online payment gateway (administration charges of 3% is applicable). If the payment is made via bank transfer, a scanned copy of bank transfer or payment confirmation slip is required.

For the avoidance of doubt, all bank charges and administration fees to be borne by the client.

If Villa M does not receive the balance by the due date, Villa M reserves the right to cancel the booking and cancellation charges in accordance with Paragraph 3 will be applied.

If the booking is confirmed within seventy-five (75) days of the arrival date, the full amount of the villa rental is to be paid at the time of booking and prior to the arrival.

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

If it becomes necessary to cancel whole or any part of the booking by the Guests, Villa M must be notified in writing in advance (email is acceptable). The cancellation will take effect from the date of the written confirmation is received by Villa M.

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

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

If the cancellation is made thirty (30) days or more before the arrival date, all payments made are forfeited but credited for nine (9) months from the date of the cancellation confirmation by Villa M reservation department. The credit value can be used by the Guest or anyone on their behalf for the same or lower seasonal rates period, subject to availability and solely for Villa M.

If the cancellation is made within thirty (30) days of the arrival date, all payments made are forfeited. A full or partial refund is solely applicable in the event that Villas M secures 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 secures another reservation covering partially or fully the initial and cancelled reservation.

The above cancellation charges also apply if Villa M 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.

An early departure penalty will be subject to negotiation with LVH local Manager.

### **Relaxed Cancellation Policy during COVID-19 Period (**

For bookings confirmed in 2021 for 2021 and 2022 onwards, we are now allowing you the flexibility to postpone booking and convert it into credit: for up to 12 months from initial arrival date if entire accommodation balance is fully paid for up to 9 months from date of cancellation if entire accommodation is not fully paid.

The issuance and extension of credit notes is subject to the following:

- Country of departure issues a travel warning against travel to Thailand;
- Flights to the respective destination are cancelled;
- There is a required or enforced quarantine upon return home (i.e. by government, workplace, school - proof may be required).

### **Please take note of the following:**

- Credit note only applies to Villa M and the dollar value will be applied (i.e. If you opt to stay in higher season dates, you would need to top up the difference. If applied to stay in lower seasonal dates, balance of credit will be forfeited);
- The minimum length of stay shall also follow the period of the new dates;
- Extension of credit note validity may be requested subject to approval.

If you wish to cancel your booking instead and file for travel insurance, all deposits and payments paid thus far are forfeited and we will provide you with the necessary supporting documents to assist you with travel insurance filing.

For bookings made in 2022 the existing cancellation policies apply.

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

Guests should assume that the Check-In Time is 3:00 p.m. and Check-Out time is 10.30 a.m. Any early arrival or late departure will depend upon the availability of the Villa at the time of arrival or departure. An additional fee may be applicable and will be advised at the time of booking.

Guests are responsible for informing the correct arrival details (flight number) whenever an airport transfer is being offered as part of the booking.

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

Though it is unlikely that Villa M will have to make any changes to the confirmed arrangements, it does occasionally happen, and Villa M will advise the client at the earliest possible date.

For any reasons beyond Villa M's control that could result in Villa M being unable to provide the Guests with the Villa booked, Villa M reserves the right to cancel the reservation.

For example, but not inclusive, if the property is damaged or rendered unusable, Villa M will endeavour to relocate the Guests to an alternative property for the period required but no guarantee is provided that this can be done. In the event that this is not possible, or if the Guests do not wish to be transferred, Villa M will cancel the booking and refund in full, less any bank transfer charges, the amount paid for the villa rental. Villa M shall not be liable for any further obligations or claims by the Guest or client.

#### **6. REGISTERED GUESTS**

Only those persons stipulated on the booking form may reside at the property as Guests. Please notify Villa Mas 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 2 years old), or unless specifically authorized.

Should the owner or the local LVH representative find that the number of people staying at the property exceeds that on the booking form or the maximum capacity of the villa, they 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.

No camping is permitted on the property grounds.

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 the maximum occupancy of Villa M, this must be agreed prior to booking. For an Event to be approved, full occupancy rates and minimum number of nights apply and the additional Event Terms and Conditions have to be agreed upon.

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.

## **8. SECURITY DEPOSIT**

A security deposit may be payable to Villa M with the payment of the balance or prior to arrival at the Villas. This is to cover the cost of any damage or breakages during the rental period of the villa or its contents. It may also be used to cover the cost of the use of other services. Access to the villa may be refused if security deposit is not paid in full.

The security deposit will normally be refunded at the end of the rental period, after deducting the cost of replacement or repair for any loss or damage to the villa or its surrounds or contents caused during the rental period. The cost of replacement for any loss or damage to the villa or its surrounds or contents will be based on the property's inventory pricing as determined by Villa M or the its LVH representative. If this cost cannot be reasonably determined prior to the Guest's departure, Villa M or its LVH representative is entitled to withhold a reasonable estimate from the Guest's security deposit, and will return any balance to the Guest as soon as possible after the actual cost has been determined. If the cost of replacement or repair for any loss or damage to the villa or its surrounds or its contents caused during the rental period is above the security deposit amount, the Guest is fully liable to pay the remaining cost.

## **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 or its LVH representatives should not be held liable by the client or the Guest and the Guest's 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, pandemic outbreak, Acts of God, acts of Government etc.

By acceptance of this contract it is assumed by Villa M that this requirement has and will be complied with in full.

## **10. COMPLAINTS**

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 or its LVH representative cannot be held liable for the breakdown of the supply of water, or electricity, or internet connection nor of swimming pool filtration systems, though Villa M will use its 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, Guest can contact Villa M or its LVH representative immediately and Villa M will use its best endeavours to rectify the situation. It is understood that infrastructure, local standards and conditions may be of a less developed nature 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 its LVH representative within 24 hours of the occurrence giving rise to the complaint, and must then be notified in writing to Villa M or its LVH representative 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 its LVH representative.

## **11. CONDUCT & BEHAVIOUR**

The person paying the villa rental deposit is responsible for the correct and appropriate behaviour of the Guests staying at the Villa, as well as visitors to the Villa during the rental period. Should any member of the party behave in a manner considered inappropriate, either Villa M or its LVH representative may at their absolute discretion ask the offending Guest or Guest's party to vacate the villa forthwith.

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

## **12. SOCIAL CORPORATE RESPONSIBILITY**

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, the Guests are not allowed to bring any person met on site back to the properties under no circumstances. The local managers reserve their right to request such person to vacate the property at any time.

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

Some type of staff services shall be provided at the villas (i.e. Villa Manager, 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. To book the additional service, it is recommended that Guests provide an advanced notice as early as possible, especially during Peak Seasons. Upon the notice, Villa M or its LVH representative shall try their best to assist and allocate the service as requested. Villa M or its LVH 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 Guest requires more frequent changes, an extra charge shall be applied. Limited laundry facilities exist on site and charges are made per item.



Outside services are also available with a service charges. The service charges must be paid at the time incurred or latest at the time of departure.

## **15. VALUABLES**

Personal safety deposit boxes are provided in all villas. Guests are strongly recommended to store their valuable items in the box such as passports, personal documents, 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 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**

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, Guest are not permitted to enter the villa when they are wet from swimming as the floors can be slippery. Damage or injury arising as a result shall not be the responsibility of Villa M, the Villa owners or the local LVH representative in any way whatsoever.

## **17. PERSONAL DATA PROTECTION**

Client and/or Guests hereby acknowledges and agree that personal data (e.g. name, age, contact details, credit card details) given to Villa M are collected and used for any or all of the following purposes:

Performing obligations in connection with provisions hereunder;

Verifying client and/or Guests' identity;

Responding to, handling, and processing queries, requests, applications, complaints, and feedback from the client and/or Guests;

Processing payment or credit transaction;

Complying with any applicable laws and regulations or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;

Legitimate and public interests;

Any other purposes for which the client and/or Guests have provided to Villa M the information.

The client and/or Guests agree that Villa M may disclose their personal data for the following purposes:

Where such disclosure is required for performing obligations in the course of or in connection with provisions hereunder;

- Legitimate and public interests;
- Obligations to third-party service providers, agents and other organisations as required by applicable laws.
- The consent of the client and/or Guests to the collection, use and disclosure of personal data hereunder, shall remain valid until such time it has been withdrawn by the client and/or
- Guests in writing, or twelve (12) months after the termination of these Terms and Conditions. Any request made by the client and/or Guests to Villa M to stop using and/or disclosing personal data for any or all of the purposes listed above shall be submitted to Villa Min writing.

## **18. APPLICABLE LAW**

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

## **19. AGREEMENT**

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