

## **Villa M – Bophut, Koh Samui, Thailand**

### **Holiday Rental Reservations-Terms and Conditions**

*(Updated February 24<sup>th</sup>, 2011)*

All bookings are made subject to acceptance of the following conditions -:

#### **1. Process**

##### **1.1 Provisional Confirmation of Availability**

Upon receipt of a request for availability, the applicable villa rates and the amount of deposit required will be confirmed.

Bookings are for a minimum of three (3) nights, unless otherwise specified in the confirmation of availability. Minimum ten (10) nights for Peak period (15<sup>th</sup>Dec-10<sup>th</sup>Jan) or unless otherwise confirmed at time of booking.

##### **1.2.Exclusions and Additional Charges**

Daily Rates are subject to 10% service charge and 7% tax, and include Continental Breakfast.

Rates do not include airport transfers gratuities, telephone and fax charges, car rental, food, soft drinks and/or liquor, personal items and expenses, 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 50% of the villa rental is required to confirm a booking. No contractual obligation will exist prior to receipt of funds. If funds are not received within 5 banking days, the reservation shall be deemed to have been cancelled.

Before the booking is confirmed and a contract comes into existence, Villa M reserves the right to increase or decrease the agreed rates. No contract will exist with Villa M until receipt of funds.

For bookings of less than one week, or bookings made within 42 days of arrival, full payment is required at the time of reservation.

##### **1.4 Balance Payment**

Payment of the outstanding balance must be received at least 42 days before the arrival date. Should Villa M not receive the balance by the due date, we reserve the right to cancel the booking, and cancellation charges will apply.

#### **2. Payment**

All Payments can be made either by international bank transfer, net of bank fees, or a credit card facility. Villa rental rates quoted are on a per day basis and in US dollars.

Foreign currency equivalent at the date of payment accepted.

#### **3.Cancellation and Amendments to Bookings Policy**

A reservation may be cancelled at any time by notifying Villa M in writing or by email.

The following cancellation terms apply:-

##### **42 days or more of arrival date:**

All Payments are forfeited, but credited for 9 month from the date of the cancellation confirmation by Villa M reservation department. The credit value can be used by the guests or anyone on their

behalf for any reservation during any period upon availability.

**Within 42 days of arrival date:** All rental payments are forfeited. A full or partial refund is solely applicable shall Villa M secure a reservation covering fully or partially the initial cancelled reservation.

**Christmas and New Year:** (Peak period 15th Dec-10th Jan).

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.

Deposit is non-refundable for late cancellation and early check-out.

#### **4. Alteration or Cancellation by Villa M**

In the unlikely event that Villa M has to make any changes to confirmed bookings, we will advise you at the earliest possible date.

If a property is damaged or rendered unusable, or if for any reason beyond our control or due to unexpected circumstances. Villa M reserves the right to cancel the reservation. However, Villa M will endeavor to locate an alternative property for the required period. If this is not possible, or you do not wish to be transferred, we will cancel the booking and refund you in full. Villa M shall not be liable for any further obligations or claims by the guest.

#### **5. Arrival & Departure Times**

Check-in time: 3 p.m., Check-out time: 10.30 a.m.

Early check-in and late check-out complimentary, subject to villa availability.

#### **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 must not exceed eight (8) guests, except in the case of infants (under two years old), or unless specifically authorized.

Should Villa M find that the number of people staying at the property exceeds that on the booking form, additional guests will be subject to a per person, per day surcharge and/or may be asked to vacate the premises.

Villa M regrets that no pets are allowed.

#### **7. 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 breakages during the rental period of the Villa or their contents. It may also be used to cover the cost of other services. This amount will be returned to you at the time of departure, less any such costs.

#### **8. Valuables**

Villa M is equipped with safe. Any valuables left at the property are at the guests' own risk. Villa M or the villas' staff are not to be held responsible for their loss or damage.

#### **9. Conduct & Behavior**

The person making the reservation is held responsible for the correct and appropriate behavior of the guests staying at the villa. Should any member of the party not behave in such a manner, Villa M may at its absolute discretion ask the offending guest (s) 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.

Firearms, deadly weapons, pyrotechnics, prohibited drugs, gambling are not permitted.

## **10. Linen & Towels**

Linen and towels are normally changed every 3 days. If more frequent changes required there may be extra charges. Limited laundry facilities exist on site, with charges made per item.

Outside services are also available for a small service charge and must be paid at the time incurred.

## **11. Due Care of the Facilities**

As part of this agreement and as all villas are privately owned, guests are required to take due care when residing at the villas, especially of children playing in the gardens, near or in the entrance, the road, swimming pool/jacuzzi and the beach and/or sea. Furthermore, guests are reminded not to enter the villas wet as the floors can be slippery. Damage or injury arising shall not be the responsibility of Villa M in any way whatsoever. Handling of furniture, crockery and other artifacts shall be done with maximum care; the villa's staff is there to help if necessary.

## **12. Staff at the Villa M**

Additional services such as those of chefs and/or drivers can usually be sourced. Please give ample notice as soon as possible, especially at peak holiday seasons and we shall try to assist. Villa M assumes no liability for such contracted staff. The rates for these services will be provided in advance and shall be paid by the guests as incurred.

## **13. Social Corporate Responsibility**

Villa M reserves the sole and exclusive right to request any guest to vacate a property in the event of any of the following cases:

- 1- male or female joiners are invited over to the property, as non registered guests
  - 2- any illegal activities with under-age individuals are witnessed (guests would be summoned to the local police).
  - 3- any other illegal or immoral activities are done within the private boundaries of the property (e.g. use of illegal drugs, illicit pictures and movies).
- No refund would be applicable.

## **14. Complaints**

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 endeavors and do as much as can be reasonably expected to avoid and resolve as quickly as possible, but cannot be held responsible for any occurrence beyond our control.

## **15. Insurance**

It is a condition of the booking that the entire party is covered by comprehensive travel insurance of their own (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including local treatment, evacuation and repatriation coverage).

As deposits and rental payments may not be refundable after a reservation has been confirmed, guests should consider an option of this travel insurance to cover the loss of money paid to the villa in case you might have to unexpectedly cancel their journey.

Villa M is not responsible and are held harmless against any and 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, car or motorbike rental.

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

## **16. Liability Release**

Under no circumstances shall Villa M be responsible for any loss, expense, damage, claim or injury either directly or indirectly, consequential or otherwise whatsoever, caused or incurred, whether arising in contract or otherwise in law or equity as a result of rendering of the services or accommodation as described or substituted, or by reason of military action, revolution or acts of God, or by any agents, employees, subcontractors, servants or third parties whatsoever supplying any of the services or accommodation herein or as substituted than those originally contracted. Villa M at its sole and unfettered discretion, reserves the right to refuse or discontinue service to any person (s) and/or to rescind any contract for accommodations or guest services.

## **17. Applicable Law**

These conditions and any contract to which they apply are governed in all respects by the applicable Thai law, and the Thai 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.

Signature

Name & Title

Date