

VILLA M (VILLA MACPHERSON) KOH SAMUI, THAILAND

HOLIDAY VILLA RESERVATION - TERMS AND CONDITIONS

(Updated 1st January, 2024.)

The payment of any deposit for the 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 rates and the amount of deposit required will be advised.

Bookings must adhere to the minimum nights' requirement according to the stay period, unless otherwise specified in the confirmation of availability. All published rates are subject to 7% local and government taxes and 10% service charge.

1.2 Exclusions and Additional Charges

Rates include daily Continental breakfast and private airport transfer. Rates do not include, baggage handling, gratuities, car rental, food, soft drinks and/or liquor, personal items and expenses, and any excessive cleaning required upon departure, (such as upholstery cleaning), or replacement of breakages.

Fair wear and tear accepted.

1.3 Initial Deposit

- An initial deposit of 50% of the villa rental, to also include the 10% service charge and 7% tax, is required to confirm any booking.
- For bookings made within 60 days of arrival, full payment is required at the time of reservation.
- On notification of a booking, **Villa M** Reservations will block the calendar accordingly for 5 working days pending receipt of deposit funds.
- No **Agreement** will be accepted by **Villa M** before the receipt of funds.
- Should the booking be cancelled after booking confirmed and effected, cancellation Charges will become payable in accordance with Paragraph 3 hereto.

1.4 Balance Payment

The outstanding balance must be paid at least sixty (60) days before the date of arrival, unless otherwise specified in the booking confirmation.

Should **Villa M** not receive the balance by the due date, **Villa M** reserves the right to cancel the booking, and cancellation charges will apply.

2. PAYMENT

All Payments can be made by international bank transfer, net of bank fees or direct deposit. **Villa M** rental rates quoted are on a per day basis and in US dollars.

Foreign currency equivalent at the date of payment accepted.

Name: Samui On Earth Co. Ltd

Bank: Siam Commercial Bank (SCB)

Address: Big C Branch,

129/19 Moo 1, Bo Phut, Koh Samui, Surat Thani 84320, Thailand.

Account: 8103002860

Swift Code: SICOTHBK

3. CANCELLATION AND AMENDMENTS TO RESERVATION

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

The cancellation will take effect from the date the written confirmation is received by **Villa M**.

The following cancellation terms apply:

- **60 days or more of arrival date:** 20% of the total rental amount will be forfeited.
- **30 and 60 days before the arrival date:** 50% of the total rental amount will be forfeited. A full or partial refund is solely applicable shall **Villa M** secure a reservation covering partially or fully the initial cancelled reservation.
- **30 days or less before the arrival date.**100% of the total rental amount will be forfeited if the cancellation is made 30 days or less before the arrival date.
- A full or partial refund is subject to the discretion of **Villa M** and solely applicable in the event that **Villa M** secures another reservation covering partially or fully the initial cancelled reservation.

***Christmas and New Year Periods:(Peak 15th Dec. to 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.

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

3.1 Amendments

An administration fee of USD 50 will apply in the event of refund and amendment to the 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. Cancellation charges may apply, subject to the approval of **Villa M**.

An early departure penalty will be subject to negotiation with **Villa M**.

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 guests 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.

5. ARRIVAL AND 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 villa at the time of arrival or departure).

An additional fee may be applicable and will be advised at the time of booking.

The guest is responsible for informing **Villa M** of the correct arrival details (flight number).

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 guests staying at the property, including children, must not exceed the maximum capacity (8) indicated in the property description or elsewhere, 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 or the maximum capacity of the villa, **Villa M** may, at its discretion 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 organised at the property the maximum number of guests is ten (10)
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 from which a cleaning surcharge may be deducted before refunded to the guests.

8. SECURITY DEPOSIT

A security deposit is payable to **Villa M** on arrival in the villa. This is to cover the cost of any damage or breakages during the rental period of the villa, its contents, or the cost of other services.

This amount will be returned to the guest at the time of departure, less any such costs.

9. VALUABLES

Personal safes are provided in the villa. It is strongly recommended that they are used to store valuable items such as passports, laptop computers, cash, mobile phones, cameras jewellery etc.

Any valuables left at the property are the guest's sole responsibility. Neither **Villa M** nor the owners nor the staff can be hold responsible for loss or damage of personal property.

It is advised for guests to ensure that all doors and windows remain locked at night.

10. CONDUCT AND BEHAVIOUR

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, and gambling are not permitted.

11. LINEN AND TOWELS

Linen and towels are normally changed every 3 days. If more frequent changes are required there may be extra charges. Limited laundry facilities exist on site. Outside services are also available for a small service charge and paid at the time incurred.

12. DUE CARE AND SUPERVISION

As part of this **Agreement**, guests are required to take due care when residing at the villa 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.

The guests are not permitted to enter the villa 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 owners or the local representative in any way whatsoever.

13. STAFF AT THE VILLAS

Additional services such as those of chefs and/or drivers can be arranged. 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.

14. CONCIERGE SERVICE

Guest Relations team will greet guests at the airport with a sign bearing guest name, will accompany guests to the villa and introduce guest to the villa staff. On arrival the guest will be greeted by the **Villa M** Manager, familiarized with the facilities and introduced to the other staff.

15. COMPLAINTS

Villa M cannot be held liable for the breakdown of the supply of water, or electricity, or internet connection nor of swimming pool filtration systems. **Villa M** 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. No complaint will be considered if made after the departure date or if not acknowledged by **Villa M** or staff.

16. 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. 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 is 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.

17. 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 the **Agreement**, 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 reserves the right to refuse or discontinue service to any person (s) and/or to rescind any contract for accommodations or guest services.

18. 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.

19. CONFIDENTIALITY

The **Parties** undertake not to disclose or reveal to any party whether directly or indirectly and in whatever form, any information, details, points and/or notes and the like or otherwise relating to any matter in connection with this **Agreement** and of the transactions contemplated herein and shall keep such information, details, points, notes and the like strictly confidential at all times unless disclosure of information, details, points and/or notes is with the mutual consent of the **Parties** or shall be as contemplated in this **Agreement**.

This restriction shall not apply to:

- (a) Information which has come into the public domain other than as a result of breach of this Agreement by any of the **Parties**;
- (b) Information which the party disclosing the same can show to have been in its possession at the time of this Agreement other than under an obligation of confidence;
- (c) Information which is not of a confidential nature or which was already in the public as at the date of this **Agreement**.

The **Parties** agree and acknowledge that these confidentiality obligations shall continue to be enforceable and shall survive any termination of this **Agreement**.

20. COMMON BENEFIT

The **Parties** shall at all times use their best endeavors to promote for the common benefit of the **Parties** the successful implementation and the carrying out of the Objective and of this **Agreement**. The **Parties** recognize that it is impracticable to make provision for every contingency that may arise in the course of performance of their obligations herein and accordingly declare it their intention that this **Agreement** shall operate between them with fairness and in good faith.

The **Parties** hereto further agree and undertake that they will act in good faith towards each other and shall not do anything which may cause, whether directly or indirectly, any harm, loss and damage to their respective reputation or may otherwise be a detriment to the other.

21. PERSONAL DATA PROTECTION

The **Agent** and/or guests hereby acknowledge 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 the course of or 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 **Agent** 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 **Agent** 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 **Agent** and/or guests in writing, or twelve (12) months after the termination of these Terms and Condition

22. TERMS OF APPOINTMENT

The **Parties** agree that this **Agreement** shall be valid for a period of one year from the date of the same, and shall be renewed automatically at the end of such period, unless earlier terminated by either **Party**.

No variation, modification or amendment to this **Agreement** can be made unless such variation, modification or amendment is made in writing and mutually agreed and executed by the **Party**.

This **Agreement** may be terminated in writing by the **Parties**, or by either **Party**, at any time by giving to the other not less than 30 days notice in writing.

23. AGREEMENT

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

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date: