

VILLA M (VILLA MACPHERSON) KOH SAMUI, THAILAND
HOLIDAY VILLA RESERVATION - TERMS AND CONDITIONS

Updated 20th May, 2023.

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 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, 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 and extra beds are subject to 7% local and government taxes and 10% service charge.

1.2 Exclusions and Additional Charges

The rates do not include baggage handling, gratuities, telephone, fax and telegram charges, car 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

- An initial deposit of twenty percent (20%) must be paid to confirm a booking, unless otherwise specified in the confirmation of availability.
- During 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.

1.4 Balance Payment

- 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.

2. PAYMENT

Payment can be made either via international bank transfer, nett of bank fees, or using Villa M's 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 are 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 the 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 Guest

- 20% of the total rental amount will be forfeited if the cancellation is made 60 days or more before the arrival date.
- 50% of the total rental amount will be forfeited if the cancellation is made between 30 and 60 days 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:

- 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.

3.1 Amendments

An admin fee of USD 50 will apply in the event of refund and amendment to 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 Villa M local Representative's Manager.

4. ARRIVAL AND 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 AND 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 any properties are 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 to Villa M for the Villa. 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 M 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 authorised.

- 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 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 organised 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 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 Villa M or its contents. It may also be used to cover the cost of the use of telephones and other services. Access to the Villas 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 owner or owner's representative of the property. If this cost cannot be reasonably determined prior to the Guest's departure, Villa M or the owner or the owner's 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 surroundings 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 the owners 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, the villa owner and/or the local 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, Guests can 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 its local representative within 24 hours of the occurrence giving rise to the complaint, and must then be notified in writing to Villa M 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 AND 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, the villa owner or the local representative may at their absolute discretion ask the offending Guest or Guest's party 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 either Villa M or the villa owners or the local 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 any circumstances. The local managers reserve their right to request such persons to vacate the property at any time.

13. STAFF AT THE VILLAS

Some types 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, Guests are recommended to provide an advanced notice as early as possible, especially during peak holiday seasons. Upon the notice, Villa M or the local representative shall try its best to assist and allocate the service as requested. 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 AND TOWELS

Linen and towels are provided at the Villa. These are normally changed every three (3) days. If Guests require 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 charge. 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. 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 owners nor the staff can be held 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, the Guest or the Guest's party is not permitted to enter the Villas 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 representative in any way whatsoever.

17. PERSONAL DATA PROTECTION

The Client 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 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 M in 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.