

All bookings are made with **Villa Kya** ("The Provider"). 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 rates and the amount of deposit required will be advised.

Bookings are on a 'first-come, first-served' basis and are for a minimum number of nights as specified in the confirmation of availability and which will vary from season to season.

"The Provider" 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 breakage's.

Fair wear and tear accepted.

### 1.3 Initial Deposit

An initial deposit must be paid to confirm a booking, unless otherwise specified in the confirmation of availability.

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

Before the booking is confirmed and a contract comes into existence, "The Provider" reserves the right to increase or decrease the agreed prices. No contract will exist between with "The Provider" until receipt of funds.

If funds are not received within 5 banking days the reservation shall be deemed to have been canceled and "The Provider" reserves the right to allocate the property to another client.

Should the booking be canceled, 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 30 days before the day of arrival, unless otherwise specified in the confirmation of availability.

Should the booking be made within 30 days of arrival the full payment is due upon confirmation and prior to arrival.

## 2. PAYMENT

Payment can be made either international bank transfer, nett of bank fees, or using our online payment gateway.

If "The Provider" does not receive the balance by the due date, "The Provider" reserves the right to cancel the booking and cancellation charges will apply.

## 3. CANCELLATION AND AMENDMENTS TO RESERVATION

If it becomes necessary to cancel all or any part of the booking, "The Provider" 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 property:

### Standard and Peak Seasons:

All payments made are forfeited but credited for 9 month from the date of the cancellation confirmation by

"The Provider" 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 property.

### **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 "The Provider" secures another reservation covering partially or fully the initial and cancelled reservation. No credit can be granted on payment made for this period.

The above cancellation charges also apply if "The Provider" 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 "The Provider".

Early departure penalty will be subject to negotiation with the local 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 property at the time of arrival or departure).

The Client is responsible for informing the correct arrival details (flight number) whether an airport transfer is part of the "The Provider" service, or not.

## **5. ALTERATIONS AND CANCELLATIONS BY "THE PROVIDER"**

Though it is unlikely that "The Provider" 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 property as booked, "The Provider" shall reserve the right to cancel the reservation.

For example, but not inclusive, if the property is damaged or rendered unusable "The Provider" will endeavor to locate the client 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, "The Provider" will cancel the booking and refund in full the amount paid to "The Provider" for the property. "The Provider" shall not be liable for any further obligations or claims by the client.

## **6. REGISTERED GUESTS**

Only those persons stipulated in the booking details 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 in writing.

Should "The Provider"'s local manager find that the number of people staying at the property exceeds that on the booking form or the maximum capacity of the property, "The Provider" may, at its absolute 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.

"The Provider" regrets that no pets are allowed on the entire property.

For all reservations where the registered guests are under 21 years old a security deposit of USD 1,000 is required along with prior notification before booking. If notification of ages is not made then "The Provider" retains the right to cancel the booking upon the guests arrival with **NO** refund.

## **7. SECURITY DEPOSIT**

A security deposit may be payable to "The Provider" with the payment of the balance. This is to cover the cost of any damage or breakage's during the rental period of the property or its contents. It may also be used to cover the cost of other services.

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

## 8. INSURANCE

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

"The Provider" or the owners of the rented property or the local manager are held harmless by you and your party against all claims including any accidents related to the use of the property facilities or locally procured third party services such as, but not limited to, watercraft, water sports, jeep or motorbike rental.

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

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

## 9. COMPLAINTS

The property description as provided by "The Provider", on the website and elsewhere, is made in good faith.

"The Provider" accepts no responsibility for any modifications made which are not mentioned on the property website or anywhere else ie a third party agent web site. "The Provider", the owners and/or the local manager 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 your stay at the property, which could not be solved by dealing directly with the local manager, you must contact "The Provider" immediately and "The Provider" 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. "The Provider" 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 the local manager and/or "The Provider" within 24 hours of the occurrence giving rise to the complaint, and must then be notified in writing to "The Provider" before departure. Should a problem that has been notified remain unsolved please make a complaint in writing to "The Provider" within 14 days of the completion of the rental period. If the property 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 property "The Provider", owners or the local manager.

## 10. CONDUCT & BEHAVIOUR

The person paying the deposit for the rental period is responsible for the correct and appropriate behaviour of the Guests staying at the property. Should any member of the party behave in a manner considered inappropriate, either "The Provider", the owners or the local manager may at their absolute discretion ask the offending guest or guests to vacate the property forthwith.

In such a case, this will be treated as a cancellation of the original booking and no refund can be claimed from either "The Provider" or the owners or the local manager.

## 11. STAFF AT THE PROPERTY

The services of some staff may be included at the property (ie Villa Manager, maid, handyman). Additional services such as those of Thai chef , 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.

## Villa Kya - Terms & Conditions

Up-dated July 1<sup>st</sup> 2013

We recommend the Guests provide as much notice as possible, especially during peak holiday seasons and we shall try to assist. "The Provider" or the local manager 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 local manager.

### 12. LINEN & TOWELS

Linen and towels are provided at the property. 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.

### 13. VALUABLES

Personal safe are provided at the property. 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 "The Provider" nor the owners nor the staff or the local manager 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.

### 14. DUE CARE AND SUPERVISION

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

Furthermore Guests are not permitted to enter the property when wet from swimming as the floors can be slippery. Damage or injury arising as a result shall not be the responsibility of "The Provider", the owners or the local manager in any way whatsoever.

It is also understood that children under 5 must be under supervision at all times as the villa has certain areas such as the balustrades and staircases that are dangerous.

### 15. APPLICABLE LAW

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

### 16. AGREEMENT

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

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For Villa Kya

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For the guests