

1. BOOKING & RATE INCLUSIONS

- Villa rates quoted by representatives of ‘The Villa’ are on a per night basis and quoted in USD and subject to change.
- Rates and extra beds are subject to 7% local and government taxes and 10% service charge.

INCLUSIONS:

- Check-in is from 3 pm, check-out by 10:30 AM*
- Extra beds are charged at 50 USD per night - Applicable regardless of the age of the guest when occupancy is over the rate allocation.
Baby cot provided FOC
- Rates include American breakfast, prepared daily by villa staff
- Airport/Hotel group transfer included (up to 2 max). Meeting points arranged locally. (Fees apply for extra transfers/private transfers.)
- Rates include full time Thai Chef service. Food cost and provisioning fee of 20% service charge + 7% VAT on guest account.

GUESTS:

- The number of people staying at the property, including children, must not exceed the maximum capacity indicated in the property description or elsewhere (booking), except in the case of infants (under two years old), or unless specifically authorized.
- Please notify "Booking representative" as soon as possible of any changes.
- No pets are allowed on the entire property / No Camping allowed.

LINEN:

- Linen and towels are provided at the Villa. These are normally changed every three (3) days. If Guest requires more frequent changes, an extra laundry charge shall be applied. Laundry services (Outside service) is available with a service charges. The service charges must be paid at the time incurred or latest at the time of departure.

EARLY CHECK IN / LATE CHECK OUT

- Subject to the availability of the villa and extra fees will be imposed.

Please refer below for the applicable corresponding fees:

Check – in Time:

From 10:00 a.m. and onwards – 50% of the regular daily rate

Before 10:00 a.m. – 100% of the regular daily rate

Check – out Time:

Until 6:00 p.m. – 50% of the regular rate

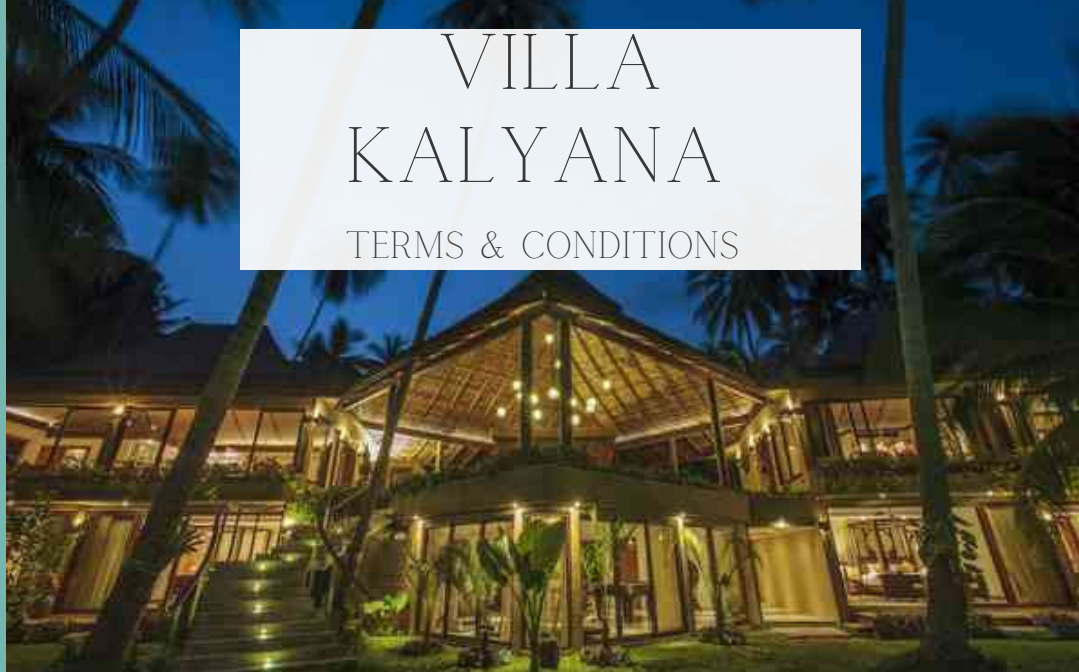
After 6:00 p.m. – 100% of the regular daily rate

SECURITY DEPOSIT:

A security deposit of USD 1,500 (or equivalent in any major currency) is required to be paid upon the payment of the rental balance, or cash on arrival

VILLA KALYANA

TERMS & CONDITIONS



2. PAYMENTS

- An initial deposit of 40% must be paid to confirm a booking, unless otherwise specified in the confirmation of availability.
- Final payment of the outstanding balance must be received by ‘The Villa’ at least 60 days prior to guest arrival (or 100% together with the Reservation Invoice if booked less than 30 days in advance of arrival).
- Failure to make the final payment on timely basis will make the reservation subject to automatic cancellation and any amount paid will be forfeited.
- Payment can be made either via international bank transfer, net of bank fees.
- 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.

3. CANCELLATIONS TO RESERVATION

- If it becomes necessary to cancel all or any part of the booking, ‘The Villa’ 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 payable depending on when the notification of the cancellation is received in writing, as well as the period of stay in the villa:

At least 180 days before check in, we refund 80% of the paid deposit, or credit the whole deposit (100%) for another booking within the next 12 months from the date of the cancellation

* Between 179 days and 59 days before check in, we refund 50% of the deposit or credit 90% of the deposit for another booking within the next 12 months

* Between 59 and 30 days before check in, we refund 20% of the deposit, or credit 80% of the deposit for another booking within the next 12 months.

*Cancelling less than 30 days before check in, no refund will be due. No refund will be due in case of no-show or non-use of booked rooms

4. DAMAGE

- Any damage caused by guests staying at ‘The Villa’, which is deemed to be over and above acceptable wear and tear (or need for deep cleaning) is chargeable.
- The agreed to charge is based on replacement value of the item. Damage charges are payable to ‘The Villa’ representative prior to checkout date.

5. INSURANCE

- A condition of the booking is 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 Villa’ is not responsible for any and all claims, including any accidents related to the use of ‘The Villa’ facilities or locally procured third party services not limited to, watercraft, water sports, car, jeep or motorbike rental etc.
- ‘The Villa’ shall not be responsible for any delay, additional expense or inconvenience caused directly or indirectly by events outside the Villa’s control such as civil disturbances, fires, floods, severe weather, acts of God, Acts of Government*, termination of supply of electricity and water on the Samui Island or ‘The Villa’ area etc. *Pandemic/Closed Borders: See additional information regarding Covid 19.

6. LIABILITY

- ‘The Villa’ is in no circumstances responsible for any loss, expense, damage, claim or injury either directly or indirectly, consequential or otherwise whatsoever, however caused or incurred (within or outside the premises of ‘The Villa’).
- If any accommodations and/or services are substituted, ‘The Villa’ will act all times in good faith and use its best efforts to substitute with accommodations and/or services of a type comparable to or better than those originally contracted.
- ‘The Villa’ is not responsible for any injuries whatsoever within or outside its property, e.g. falls from the terrace, staircases, balconies, accidents in swimming pool.
- Parents are responsible for the safety of their children. The Villa’ is not responsible or liable for any personal injury or fatal accident of accompanying children whatsoever. Risks to children are, e.g. swimming pool, which is not guarded, and electrical sockets, which do not have child protection, etc.
- By acceptance of this contract and/or the transfer of the deposit, the client agrees, to the disclaimer of liability, written above and that this requirement has and will be complied with to the fullest extent.



7. COMPLAINTS

- Any complaints must be notified to ‘The Villa’ within 24 hours of the occurrence giving rise to the complaint.
- ‘The Villa’ does not accept responsibility for the breakdown of the supply of water, electricity, nor of swimming pool filtration systems, though we will use our best endeavors to arrange for any such problems to be resolved quickly.
- ‘The Villa’ will do as much as it can be reasonably expected to avoid and rectify any problems that may occur.
- 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.
- ‘The Villa’ is not responsible, nor is it liable for any external or environmental noise, any extreme weather conditions or any other disturbance arising out of its control.
- No complaints will be considered if made after the departure date or if not acknowledged by ‘The Villa’ The Villa or ‘The Villa’ representative.

8. CONDUCT & BEHAVIOR

- ‘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 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.
- The whole villa is non-smoking area, except the pool, sun deck and car park areas. It is strictly forbidden to throw away any cigarettes, cigars, lighters or other things, except into an ashtrays / suitable waste bin after having put out the item with water.
- It is not allowed to sit or lie down directly on any inside villa furniture being wet or having sunscreen on the skin (or any kind of cream, oil or mosquito spray), which will be in contact with the furniture. Any damage, which occurs, Section 4 applies.

9. SOCIAL & CORPORATE RESPONSIBILITY

- It is prohibited to act unlawfully in any way whatsoever and to bring in and/or use/consume any illegal substances. Any offences will be brought to the attention of the local authorities.
- In line with our moral duty and respect for local employees, as well as for the safety of our valued guests, guests may not bring non-registered persons back to ‘The Villa’ under any circumstances. The local representative reserves the right to request anyone to vacate the property at any time.

10. VALUABLES

- Any valuables left at the property are left at one’s own risk. Neither ‘The Villa’ nor the The Villas nor the staffs are responsible for their loss or damage. A safe is provided on site for guest use.

11. DUE CARE AND SUPERVISION

- As part of this agreement guests are required to take care when residing at The Villa’ and be especially watchful of children playing in the gardens, near the entrance of the property, in the staircases, close to the railing, the pool area and in the pool, all staircases in ‘The Villa’ and at the balconies and terraces.
- Furthermore guests are not permitted to enter the building when still wet from the pool because the floor can be slippery. Damage or injuries arising as a result shall not be responsibility of The Villa’ or The Villa’ The Villa in any way.

13. STAFF AT THE VILLA

- Some 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. Booking in advance is recommended, especially during high season



12. WEDDING AND PRIVATE PARTIES

For an Event to be approved, full occupancy rates and minimum number of nights apply and the additional Event T & C have to be agreed upon.

Venue Premium (Subject to service charge and VAT)

Up to 30 Guests: USD 1,000++ 31-60 pax = USD 1,200 61-90 pax = USD 1,500++
91-120 pax = USD 2,000++, 121-150 pax: USD 2,500++ 151-200 pax: USD 3,000++
201 -250 pax: USD 3,500++

- Event premium is due upon balance payment for accommodation
- Premiums are for 24 hours and additional event premium may be applicable for subsequent parties
- 4 nights minimum for all events
- A refundable damage deposit of US \$2,500 (75,000 THB) is required to cover any potential damage, payable on site.
- A cleaning fee of up to \$ USD 350 may be charged on site to guests in case the service of a professional cleaning company is required
- Venue premium and all other related costs are not commissionable
- All events and weddings must be organized by a professional planner
- An event plan must be submitted to our Events Manager for approval at least 1 month prior to the date of the wedding or event.

15. APPLICABLE LAW

- These terms and conditions and any contract to which they apply are governed in all respects under the law of Thailand and any/all the parties fully accept to elect the Court of Koh Samui, Suratthani, Thailand as exclusive jurisdiction in case of disputes/litigation.

16. AGREEMENT

- I agree to the above terms and conditions and do hereby agree to the application of the above Terms and Conditions at the time of the reservation and length of stay

17. SIGNED: VILLA REPRESENTATIVE / LEAD GUEST

Villa Representative:

Lead Guest:

Date: