



CHAI TALAY

- ESTATE -

## Chai Talay Estate Booking Terms & Conditions

When you book a rental of any of the Chai Talay Villas, you accept the following conditions.

### 1. BOOKINGS

#### 1.1 Provisional Confirmation of Availability and Rates

When we receive a request for availability, we will confirm the applicable rates and the deposit amount. Our bookings are handled by Luxury Villas & Homes, the villa management company, or its associated companies. We may refer you to them for the processing of the booking and, in that situation, you will need to deal directly with them for payments either from or to you.

#### 1.2 Exclusions & Additional Charges

The rates we quote do not include baggage handling, gratuities, international telephone or fax charges, car rental, food, soft drinks and/or liquor, personal items and expenses, or the cost for excessive cleaning (such as upholstery or rug shampooing caused by more than fair wear and tear) or replacing breakages. In addition to the rates we quote, you will have to pay an additional 17.7%, comprising a service charge of 10% of the rental amount and a government tax of 7% of the total amount.

#### 1.3 Check-in/check-out times

We will quote rental rates on a per night basis. Check-in time is after 3.00 pm and check-out is by 10.30 am on the day of departure. The minimum stay is at least 3 nights or, during the Christmas and New Year holidays, 7 or 10 days (if spanning Christmas Day and New Year's Eve).

#### 1.4 Rates

Rates quoted are based on the number of rooms used and the combination of adults and children. Only those persons named on the booking form may stay at the villa booked (please notify us as soon as possible of any changes). For larger groups or functions, special rates will be proposed.

#### 1.5 Accommodation

Unless it has been agreed differently at the time of booking, the accommodation we make available for a booking is for no more than the number of people declared including children and babies though extra beds can be made available. In Baan Kilee, For parties of 14 adults or more a second chef is required. For parties of 18 a split shift is required for lunch and dinner otherwise a second chef is required.

## 1.6 Initial Deposit

We must receive an initial deposit of 30% or 3 days of the full rental amount (whichever is the greater) together with the completed Guest Booking Form before a confirmation can be issued. No contract will be issued between us and you until funds have been received and accepted by us. Deposit transactions and proof of transfer are required within 48 hours, with final transfer being completed within 5 banking days of us notifying you of your booking and if funds are not received, we have the right to cancel the booking and we may allocate the Samui villa to another client. If the booking is cancelled, cancellation charges will be payable in accordance with the cancellation clause below. Before the booking is confirmed and a contract comes into existence, we reserve the right to increase or decrease the agreed prices. No contract will exist between us and you until we receive the required payment.

## 2. PAYMENT

Final payment consisting of the remaining balance must be received by us at least 90 days before the guest arrival date (or 100% together with the Reservation Form if booked less than 90 days in advance of arrival). Failure to make the final payment on a timely basis will make reservations subject to automatic cancellation. All rates for accommodation are quoted in US dollars. If the booking is made within 30 days of the arrival date, you must pay 100% of the rental amount at the time of booking. If we do not receive the balance by the due date, we reserve the right to cancel the booking and cancellation charges will apply.

- For rentals beginning more than 75 days after the date of the booking request - a deposit of 20% of the total rental amount is payable
- For rentals beginning 75 days or less after the date of the booking request - the total rental amount is payable as deposit
- Where a 20% deposit applies to the booking, the Guest must pay the remaining 80% balance not less than 75 days before the scheduled arrival date.

## 3. CANCELLATIONS TO RESERVATION

If we wish to cancel the booking, we must give written notice of this to you and if you wish to cancel the booking you must give written notice of that to us. The cancellation will take effect when the written notice is received, and the following cancellation charges will be payable depending on when the notice of the cancellation is received in writing:

More than 30 days before arrival date:

All payments will be forfeited but credited for 9 months from the date of the cancellation. The credit amount can be applied by you towards another reservation within the following 9 months.

30 days before arrival date or even later or bookings for the Christmas or New year periods:

All payments will be forfeited. A full or partial refund is applicable only if we secure another reservation for some or all of the cancelled dates. These cancellation charges also apply if we cancel the booking because you have not paid any balance which is due. If the dates of the booking need to be changed or amended, this will be treated as a cancellation of the original booking and cancellation charges may apply. Any change to the original reservation is subject to our approval. If you choose to terminate your rental period early, this will be treated the same as

a cancellation for the remaining period and a penalty will be applicable as in the other terms for cancellation.

- 20% of the total rental amount will be forfeited if the cancellation is made more than 60 days before the start of the rental period
- 50% of the total rental amount will be forfeited if the cancellation is made between 30 and 60 days before the start of the rental period
- 100% of the total rental amount will be forfeited if the cancellation is made between 1 and 29 days before the start of the rental period
- For no-show: 100% of total rental amount will be forfeited

#### 4. ALTERATIONS AND CANCELLATIONS BY US

Though it is unlikely that we 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 booking for the Villa that we have previously agreed, we reserve the right to cancel the reservation. For example, if the property is damaged or rendered unusable, or is sold, we will have to cancel the booking and refund you in full (and we shall absorb any bank transfer charges). Except for the return of your previous payments we shall not be liable for any further obligations or claims by the client. We will, of course, help you as much as possible to find alternative accommodation and, if we had agreed a special rate with you, will endeavour to find another time when you can stay with us for the same rate.

#### 5. REGISTERED GUESTS

Please bring photocopies of everyone's passport with you. Otherwise, the Samui villa manager will check your passports and make the copies. It is a requirement of Thailand Immigration that only those persons stipulated on the booking form may stay 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 the maximum capacity indicated in the Booking Form, except in the case of infants (under two years old). Should we or any staff 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 may be asked to vacate the Samui Villa. Prior approval of reservations must be sought any pets to be brought to the villa. We reserve the right to reject any such requests but would look favourably on acceptable service animals.

Guests may occasionally wish to invite other people to join them at the villa for daytime or evening socializing. This can place a pressure on the villa's staff and resources so we do ask guests to give at least 24 hours advance notice and to accept that some additional costs may need to be passed on.

#### 6. INSURANCE

It is a condition of the booking that the entire party must arrange its own comprehensive travel insurance cover (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage). Neither we nor any staff are responsible for any and all claims, including any accidents related to the use of the Villa facilities or locally procured third party services such as, watercraft, water sports, jeep or motorbike rental etc. As deposits and rental payments are not refundable after a reservation has

been confirmed, we highly recommend that insurance cover purchased by the booking part should be an all inclusive travel insurance which covers all your expenses if you have to cancel your journey, need medical treatment overseas or emergency evacuation, or extra costs because of luggage delay or loss, etc. Neither we nor any staff shall be responsible for any delay, additional expense or inconvenience caused directly or indirectly by events outside our control such as civil disturbances, fires, floods, severe weather, acts of God, acts of Government etc.

## 7. LIABILITY

In no circumstances will you hold us or any staff responsible for any loss, expense, damage, claim or injury either directly or indirectly, consequential or otherwise whatsoever, however caused or incurred, whether arising in contract or otherwise in law or equity as a result of rendering of the services or accommodations as described or substituted, or by reason of military action, revolution or acts of God, or by any staff, agents, employees, subcontractors, servants or third parties whatsoever supplying any of the services or accommodations herein or as substituted. If any accommodations and/or services are substituted, we will act at 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. We, at our sole and unfettered discretion, reserve the right to refuse or discontinue service to any person(s) and/or to rescind any contract for accommodations or guest services. By acceptance of this contract and or the transfer of the 50% down payment, it is assumed by us that this requirement has and will be complied with in full.

## 8. COMPLAINTS AND PROBLEMS

Each Villa building is to the same overall standard, quality and finish but there are small differences in style and décor. The descriptions provided by us on the website and elsewhere are made in good faith. Neither we nor any staff accept any responsibility for any modifications made which are not mentioned here or anywhere else. Neither we nor any staff accept responsibility for the breakdown of the supply of water, or electricity, nor of swimming pool filtration systems, though we will use our best endeavors 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 staff, contact us immediately and we will use our best endeavors to rectify the situation. We 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. Any complaints must be notified to us within 24 hours of the occurrence giving rise to the complaint. Should a problem remain unsolved please make a complaint in writing to us 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 complaints will be considered if made after the departure date or if not acknowledged by the villa owner. Because the water table on the island is rich with minerals, high mineral content can occasionally enter the pool filter system and this can result in the swimming pool being unattractive or unusable for a period while the filter system clears the problem. If this happens, you and we agree that loss of the use of the pool has a value equal to 20% of the daily rate payable for the Villa and we shall refund you 20% of the daily rate for each full 24 hour period during your stay when the pool is unusable. We also agree that, if the pool remains unusable for 3 days or more, you are entitled to cancel the rest of your stay at the Villa on the following basis: we will, in that situation, work with Samui Villa & Homes to provide you with an alternative villa for your party to stay in (for the same daily rate) and, if that is not possible, we will refund to you the daily rate for the cancelled

days which you have paid minus any agency commissions which may have been paid or deductible in respect of your booking.

## 9. CONDUCT & BEHAVIOUR

As the person signing the contract, you are responsible for the correct and appropriate behaviour of the guests staying at the Villa. If any member of the party does not behave as required by these Terms and Conditions, we or any staff may at our or their absolute discretion ask the offending guest or guests to vacate the Villa immediately. In such a case, this will be treated as a cancellation of the original booking and no refund can be claimed from us.

## 10. SOCIAL RESPONSIBILITY

It is prohibited to act unlawfully in any way whatsoever and to bring in and/or use/consume any illegal substances. We reserve the right to notify the local authorities of any offenders. In addition, in line with its 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. We reserve the right for us or any staff to request anyone to vacate a property at any time.

## 11. STAFF AT THE VILLA

The service charge is 10% additional to the villa booking fee. Including in those services is the cooking for in-villa dining and snacks (see webpage for details), concierge service, shopping service and villa cleaning. Extra services such as those of catering for a party 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. We assume no liability for such contracted staff. The rates for these services will be provided in advance and shall be paid by you as incurred.

## 12. LINEN, TOWELS & LAUNDRY

Linen and towels are included in the Villa. These are normally changed every three (3) days. If you require more frequent changes please contact the villa staff manager. We will bear the cost of, and will arrange, basic laundering of your clothes but will sub-contract this service to an external laundry company. Neither we nor any staff shall be liable to you for any loss or damage which occurs during the external laundry service. Laundry facilities are available for the guests to use themselves and are free of charge (though we take no responsibility for accidents or damage resulting from poor water quality or unexpected chemicals). Outside laundry and dry cleaning services are also available for a small service charge and must be paid at the time incurred.

In the event that we provide a complimentary laundry service, we will use external contractors and will take no responsibility for loss or damage to your clothing items.

## 13. MINIBUS & TRANSPORTATION

For Baan Kilee and Baan Ora Chon guests, the villa offers a dedicated Minibus and driver for up to 10 passengers in addition to local taxis. We use external drivers for this service, and advance booking is required. We retain a booster seat at the Villa for use in the minibus and one child's car seat, but we do recommend bringing your own with which you are familiar. Other villas may avail of this service if available.

The minibus will make one complimentary trip (for 10) to Chaweng during your stay and thereafter it is bookable on request and charged to the guests account.

#### 14. VALUABLES

Any valuables left at the Koh Samui villa are left at your own risk. Neither we nor any staff are responsible for their loss or damage. Please make sure that you do not leave valuables lying around. There are safety boxes available in each bedroom.

#### 15. DUE CARE AND SUPERVISION

As part of this agreement, guests are required to take care when staying at the villa and be especially watchful of children playing in the gardens, near the entrance of the Koh Samui villa, in the staircases, close to any glass doors, windows or pergolas, in the pool area and in the pool and on all the indoor and outdoor staircases, and the steps down to the beaches. Guests recognise that stone paving around the pool area can also be slippery when wet and, accordingly, guests must take extra special care when walking wet in the bedrooms and bathrooms and around the pool area and should not enter the living/dining area or the kitchen when still wet from the pool or rain. We are not responsible for damage or injuries arising as a result of ignoring this.

#### 16. SMOKING POLICY

Please note that smoking is prohibited inside enclosed spaces at the Villa (including bedrooms, the living and dining areas). We have provided ashtrays and external areas suitable for smoking. If any stains, odours or other damage is caused to interior spaces as a result of smoking from guests during a stay at the villa, the guests will be charged for the costs of restoring the interiors (including furnishings) to their original condition (this may include at deep clean and/or repainting or replacement).

#### 17. NOISE

We have to be respectful about the effect that noise we make will have on our neighbours. For functions using power-amplified music (e.g. disco or live bands) there are certain locations (closer to the beach) where noise will be less disruptive and we ask for those areas to be used for evening/night-time functions and for the music in those places to be turned down from midnight. For normal amplified sound (the villa's music system), we ask that the music be restricted to indoor speakers, if requested, from 11p.m. onwards.

#### 18. APPLICABLE LAW

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

#### 19. AGREEMENT

By signing the Booking Form, you confirm that you agree that the above Terms and Conditions will apply to your reservation.

## 20. DEFINITIONS

For the purposes of the terms and conditions set out in clauses 1 to 19 above and any Booking Form (as defined below):

"Booking Form" means any form submitted by you and accepted by us or sent to you by us and accepted by you in or substantially in the form set out below.

"Staff" means any of the staff working in the Villa, whether or not directly employed by us or any third party contractor.

"Terms and Conditions" means those terms and conditions set out in any relevant Reservation Form and in the preceding clauses 1 to 20.

"Villa" means the properties collectively known as Chai Talay villas or individually known as Baan Kilee , Baan Puri and Baan Ora Chon, Lipa Noi, Ko Samui, Surattani 84320 and all the buildings, vehicles and structures around those properties.