

# Villa LOTUS – TERMS & CONDITIONS

Revised July 2023

## 1. BOOKINGS

a. **Initial Deposit** – An initial deposit of 50% of the property rental must be paid to confirm a booking. Payment to be made by direct bank transfer. No contract will exist between the Client (Booking Party) and TLS Travel Group Limited until receipt of payment. If payment has not been received within 5 banking days, TLS Travel Group Limited will presume that the Client has cancelled the reservation. Reservation will be confirmed upon payment of the deposit.

b. **Balance payment** – Balance payment 50% of full rental is due 4 weeks to arrival. TLS Travel Group Limited will send out a reminder close to the due date. Payment can be made by direct bank transfer in US\$ or in any other currency acceptable to TLS Travel Group Limited

c. **Exclusions & Additional Charges** – Rates do not include: gratuities, telephone and fax charges, car rental, food, soft drinks and/or liquor, personal items and expenses, and any excessive cleaning required upon departure (such as upholstery or rug shampooing, etc) or replacement of breakages. All the above charges are payable by the Client locally.

d. **Damage Deposit** – A Damage Deposit of US\$750 OR THB 30,000 is payable on arrival. This Damage Deposit will be refunded if there is no damage to the property. The Client agrees to pay for the cost of repairing or replacing (solely at TLS Travel Group Limited's discretion) any item of property, or contents at the Villa/Suite, which is damaged due to negligence or wilful default of the Client, or which is missing. Damage deposit can be made in any other currency in equivalent amount.

e. **Credit Card Payment** – We accept credit card payment (Visa and Mastercard only) for charges incurred during the stay. 3.5% surcharge will apply for credit card settlement.

## 2. CANCELLATION

### A. Cancellation by the Client

a) 100% deposit refunded if written cancellation is received more than 90 days prior to check-in date, less bank charges and US\$100 admin fee.

b) 50% deposit refunded if written cancellation is received 89 – 31 days prior to check-in date, less bank charges and US\$100 admin fee.

c) Deposit is forfeited if cancelled less than 30 days prior to check-in date

#### **B. Cancellations and/or Alterations by TLS Travel Group Limited.**

If TLS Travel Group Limited is unable to provide the Client with the property booked for any reason (e.g. if the property is damaged or rendered unusable), the Client will be advised at the earliest possible date. TLS Travel Group Limited will try to locate an alternative property for the period required. If the Client does not wish to accept the alternative offered, TLS Travel Group Limited will cancel the booking and refund the Client in full, less any bank transfer charges. TLS Travel Group Limited shall not be liable for any further obligations or claims by the Client.

### **3. ARRIVAL & DEPARTURE TIMES**

Guest should note that check-in time is at 4.00 p.m., and checkout time is prior to 11.00am.

For early check in and late check out requests, additional half day charge may apply.

### **4. REGISTERED GUESTS**

Only those persons stipulated on the booking form may reside at the villa as guests. The number of people staying at the villa must not exceed the maximum capacity indicated or confirmed, except in the case of infants (under 3 years old) or unless specifically authorized. Should the number of people staying at the property exceed the number confirmed at point of reservation, TLS Travel Group Limited may, at its discretion, request that the extra person or persons vacate the property forthwith. No camping is permitted in the grounds or gardens adjacent to the villas.

### **5. INSURANCE**

It is recommended 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). TLS Travel Group Limited is not responsible to the Client and his/her registered party for any and all claims including any accidents related to the use of the property facilities or locally procured third party services such as water sports, jeep or motorbike rental etc

### **6. COMPLAINTS**

In the event of any problem occurring during the stay, the Client must inform the Resort Manager for the matter to be resolved immediately. It is understood that infrastructure, local standards and conditions are often of a less developed nature in an island such as Koh Samui than in more urban environments. Therefore, TLS Travel Group Limited does not accept responsibility for the breakdown of the supply of water, or electricity, nor of swimming pool filtration systems, though it will do its utmost to arrange for any such problems to be solved as quickly as possible.

## **7. CONDUCT & BEHAVIOUR**

The person signing the contract is responsible for the correct and appropriate behaviour of his/her guests staying at the property. Should any member of the party not behave in such a manner, TLS Travel Group Limited or its representative may ask the offending guest or guests to vacate the property forthwith.

### **Neighbourliness**

Guests are kindly requested to refrain from noise disturbance, particularly between 10.00pm till 8.00am in consideration of other guests and neighbours who may be resting.

### **Unruly Behaviour**

Any form of unruly behaviour is deemed disrespectful of the presence of other guests in the resort and TLS Travel Group Limited has the right to evict the Client and his/her registered party if such behaviour continues despite requests to stop. No refund of rental fees for balance of stay will be entertained, in case eviction is necessary.

### **Illegal Drugs and Related Activities**

Under Thai laws, the possession and use of illegal drugs are strictly prohibited and if convicted, is punishable by death. TLS Travel Group Limited takes a serious stand on this and to protect the safety of the resort and other registered guests, TLS Travel Group Limited has the right to evict the Client and his registered party immediately if the presence of illegal drugs is suspected and/or immediately seek the assistance of the local Police authorities to have the villa/suite searched and handled accordingly. No refund of rental fees for the balance of stay after eviction will be entertained.

### **No-Smoking**

The policy of no-smoking inside the villas is strictly enforced. Ashtrays are provided on the terraces. Failure to comply will result in deduction from Damage Deposit to bring room back to smoke free condition.

### **Swimming Pool**

Your Own private pools can be used at any time of the day. However, swimming is at own risk as there are no lifeguards around and children should be accompanied at all times. Personal belongings, debris, towels, glasses are to be removed by persons staying in the villa.

## **8. STAFF AT THE PROPERTIES**

The service of staff is included at some of the properties. Additional services such as those of drivers, babysitters etc. can usually be sourced. Please give ample notice as soon as possible; especially at peak holiday seasons and we shall try to assist. TLS Travel Group Limited can assume no liability for

such contracted staff. The rates for these services will be provided in advance and shall be paid by the Client as incurred.

## **9. VALUABLES**

Any valuables left at the property are left at one's own risk. Neither TLS Travel Group Limited nor the owners or staff at the property is responsible for any loss or damage to valuables or other property. All villas are provided with an electronic safe deposit box in either the master bedrooms or all bedrooms. The Client is advised to make good use of this facility.

## **10. JURISDICTION**

Any contract that is made will be with the acceptance by both parties of these terms and conditions, which are governed by Thai law and both parties will submit to the exclusive jurisdiction of Thai courts.

## **11. AGREEMENT**

These Terms & Conditions govern all bookings with TLS Travel Group Limited made directly with the company, its website or any third parties. All bookings through our Company and all matters arising from them are subject to Thai law and to the exclusive jurisdiction of the courts of Thailand.

The person who makes the booking accepts these conditions on behalf of all members of the party and is responsible for all payments due from the party. By submitting a booking, the Client warrants and confirms to TLS Travel Group Limited that these Terms & Conditions have been read and will be complied with by the Client and his/her registered party