



THE PRIVATE WORLD  
VILLAS & HOMES

## Villa MIA BEACH – TERMS & CONDITIONS

Revised May 2021

Each time a Guest confirms a booking of a property through TLS Travel Group Ltd, a rental contract is entered into between TLS Travel Group Ltd and the guest in whose name the booking is made for the agreed period. Each time a guest books a property, the guest is deemed to have agreed to the below terms and conditions and furthermore is deemed to have agreed for his/her personal data to be processed by TLS Travel Group Ltd with regards to the rental contract. The rental contract is not effective until TLS Travel Group Ltd has confirmed the guests booking in writing.

### 1. Payment Terms & Conditions

To validate a booking request the guest must make the deposit payment within a 5 banking days period. If the funds are not received within a 5 banking days period, TLS Travel Group Ltd reserves the right to void the guest's booking request and allocates the dates and the villa to another guest.

All payments are to be done to TLS Travel Group Ltd via international bank transfer, nett of all bank charges.

The below deposits must be received by TLS Travel Group Ltd:

#### **During Low – Shoulder – High Season:**

- An initial deposit of thirty per cent (30%) must be paid to confirm a booking for rentals beginning more than 30 days after the date of booking request.
- The total rental amount (100%) is payable to confirm a booking for rentals beginning 30 days or less after the date of the booking request.
- Where a thirty per cent (30%) deposit applies the guest must pay the remaining seventy per cent (70%) balance not less than 30 days before scheduled arrival date.

#### **During Peak Season/ Christmas & New Year:**

- An initial deposit of fifty per cent (50%) must be paid to confirm a booking for rentals beginning more than 75 days after the date of booking request.
- A total rental amount of one hundred per cent (100%) is payable to confirm a booking for rentals beginning 75 days or less after the date of booking request.
- Where a fifty per cent (50%) deposit applies the guest must pay the remaining fifty per cent (50%) balance not less than 75 days before scheduled arrival date.



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## **2. Security Deposits**

A security deposit of USD 500 in cash is required to be paid on site upon check-in, or higher on a case by case basis. Access to the property may be refused if the security deposit is not paid in full. The security deposit will be refunded at the end of a rental period, after deducting:

– All additional expenses incurred on the guest's behalf (e.g. additional charges for goods, services and staff which have not been directly paid by the guest, if applicable)

The Villa provides an insurance cover for 3rd party damages of up to 10M THB. However, guests are required to have private medical insurance and travel insurance for any booking. (see article 5 below)

## **3. Arrival/Departure Times**

Standard check-out and check-in times are 12h00 and 15h00 respectively unless otherwise stated. The Villa will try to accommodate the guest's actual arrival and departure times, subject to availability. For early arrival and late departure, an additional fee may be applicable and will be advised at the time of booking. Please do notify TLS Travel Group Ltd of a change in a guest schedule for the Villa to be able to accommodate a change where possible.

## **4. Number of guests**

The number of persons (adults and children) staying at the property must not exceed the maximum of sleeping places indicated in the booking confirmation and reservation unless specifically authorized in writing. Exceeding this number may invalidate any insurance policy on the property. Entry or access to the property may be refused or limited where the number of guests exceeds the stated requirements. No camping is permitted in the property grounds. No pets are allowed on the entire property.

## **5. 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). TLS Travel Group Ltd is held harmless by you and your 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. TLS Travel Group Ltd shall not be responsible for any delay, additional expense or inconvenience caused directly or indirectly by events outside of the Villas's control. By acceptance of this contract, it is assumed by TLS Travel Group Ltd that this requirement has and will be complied with in full.



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## **6. Damage or Losses**

A property is typically someone's home. Please treat the property rented accordingly, and leave the property and all its contents in good order and in an acceptably clean condition. Any damage or losses caused during the rental period, as well as any special cleaning requirements, will be the guest's responsibility and may be charged to the guest's account and deducted from the guest's security deposit. In case of excessive or unacceptable loss or damage at any time during the rental period, TLS Travel Group Ltd may require the guest and their party, including visitors, to vacate the property immediately, without compensation or refund.

## **7. Access**

The property and its facilities are available for the guest's full enjoyment during the rental period. However the staff and contractors may need access to the property from time to time (e.g. for maintenance purposes to the house, garden, swimming pool, utilities and services, or for purposes of providing additional services requested by the guest, etc.).The guest is required to give them reasonable access to the property for these purposes.

## **8. Use of Property**

All bookings are assumed to be for normal holiday purposes only, and the Guest agrees that the use of the property will be limited to this purpose unless otherwise confirmed in writing. If the guest is planning to hold an event, such as a wedding or party, which involves having a larger number of people at the property, or if the guest is planning to use the property for a purpose other than holiday, please communicate this to TLS Travel Group Ltd at the time of booking, as special approval or arrangements may be required.

Depending on the nature of the event, a surcharge and/or additional security deposit may be required, which will be agreed and confirmed in writing prior to confirming the reservation.

If TLS Travel Group Ltd has confirmed a booking which includes an event at the guest's chosen property, in certain circumstances the Guest must then obtain permits from the police and the local community before the event can proceed. The guest acknowledges and agrees that TLS Travel Group Ltd, cannot control the issue of these permits. If the police and/or the local community refuse to issue a permit for an event at the property, TLS Travel Group Ltd will refund any event fee paid by the guest to TLS Travel Group Ltd, however, TLS Travel Group Ltd will not be liable for any further refund or payment to the guest.

No party is authorised at the Villa without TLS Travel Group Ltd being informed at the time of the booking, in such case TLS Travel Group Ltd also reserves the right to cancel the booking and ask all guests to vacate the property (this is particularly to the attention of single-gender bookings, bachelor or hen party booking).



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## **9. Conduct and Behaviour**

The properties are located in quiet residential neighbourhoods. The guest is asked to respect this and ensure that all guests and visitors to the property behave appropriately. Illegal or immoral activities including gambling, prostitution, prohibited drugs, possession or use of pyrotechnics or dangerous goods, and possession or use of firearms and other weapons are all strictly prohibited. In addition, in line with its moral duty and respect for the local employees, as well as for the safety of our valued guests, it is not authorised to bring male or female joiners met on-site back to the properties under any circumstances. The local managers reserve the right to request anyone to vacate a property at any time.

Smoking is prohibited inside every room at the properties. The lead guest is responsible for the behaviour of all guests staying at the property, as well as visitors to the property during the rental period. Should any guest(s) or visitor(s) not behave in a suitable manner, TLS Travel Group Ltd may in their absolute discretion, require the Guest, their party and/or visitor(s) to leave the premises and/or vacate the property immediately, without compensation or refund.

In the interests of safety, due care should be taken at the property at all times, especially with children. Suitable supervision should be given around pools, beaches and roads, and when using all property's facilities.

## **10. Valuables and Security**

Personal safes are provided in all properties. Any Guest valuables or property left or used at the property are at the guest's own risk. TLS Travel Group Ltd does not accept any responsibility for loss of or damage to guest property. The guest is responsible for the property during the rental period and must ensure that all windows and doors are locked securely when not on the premises. Any act or omission by the guest, their party and/or visitors which may negate or prejudice the property's insurance policy and/or results in loss or damage is the guest's sole responsibility.

## **11. Price Fluctuation**

Once the guest's booking is confirmed, the price of the guest's reservation is fully guaranteed, even if TLS Travel Group Ltd changes the price on its website after the guest's booking has been confirmed. In return for this commitment, no refunds will be made for any exchange rate fluctuations that would otherwise reduce the rental cost. TLS Travel Group Ltd reserves the right to impose any taxes or other charges which may be implemented by any government or other regulatory body, which were unknown at the time of publishing. TLS Travel Group Ltd will tell the Guest promptly in the unlikely event that it becomes aware that any taxes or charges will apply to the guest's booking.



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## 12. Cancellation

In the event that a guest cancels a confirmed booking, this has to be notified in writing (e-mail acceptable). The cancellation will take effect from the date the written confirmation is received. If the dates of the booking require to be amended, this may be treated as a cancellation of the original booking and cancellation charges may apply. Any changes to the original reservation are subject to the approval of TLS Travel Group Ltd. The below cancellation charges also apply if TLS Travel Group Ltd cancels the booking due to non-payment of the balance. For no-show, 100% of the total rental amount will be forfeited. Early departure penalty will be subject to negotiation with TLS Travel Group Ltd.

The following cancellation charges will generally apply depending on the period of stay:

### **During Low – Shoulder – High Season:**

30 days or more before arrival date:

– All payments are forfeited but credited for 12 months from the date of the cancellation confirmation by TLS Travel Group Ltd reservations. The credit value can be used by the client or anyone on their behalf upon availability.

Within 1 and 29 days before arrival date:

– All rental payments are forfeited.

### **During Peak Season/ Christmas & New Year:**

75 days or more before arrival date:

– All payments are forfeited but credited for 12 months from the date of the cancellation confirmation by TLS Travel Group Ltd reservations. The credit value can be used by the client or anyone on their behalf upon availability.

Within 1 and 74 days before the arrival date:

– All rental payments are forfeited.

## 13. Amendments

TLS Travel Group Ltd will do its best to accommodate any reasonable amendments, but the Guest should be aware that some changes may not be possible.

In the unlikely event that TLS Travel Group Ltd is unable for any reason (including the sale of a property and force majeure) to provide the Guest with the Property booked by the Guest, TLS Travel Group Ltd reserves the right to transfer the Guest and their party to an alternative Property of the



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similar type and value, in consultation with the Guest. If the price of the substituted Property is less than the original booking, the difference will be reimbursed to the Guest. If the price of the substituted Property is higher than the original booking, the difference may be charged to the Guest. If, however, after considerable effort by TLS Travel Group Ltd, no alternative of similar type and value is available and / or no agreement can be reached between the Guest and TLS Travel Group Ltd, then either TLS Travel Group Ltd or the Guest may opt to cancel the booking and this Rental Contract. In that event, TLS Travel Group Ltd will refund the Guest all monies paid less any bank transfer charges, without further compensation.

#### **14. Complaints**

Each property of TLS Travel Group Ltd varies slightly in style and décor. Every attempt will be made for the guest to have an enjoyable stay. If the guest should have a problem during the rental period, please inform TLS Travel Group Ltd who will endeavour to put things right. In order for the guest's complaint to be addressed, the guest must communicate any problem whilst on location. If no complaint is reported during the rental period, TLS Travel Group Ltd will assume that the property was to the guest's satisfaction and no complaint will be entertained.

#### **15. The Villa Responsibilities**

The descriptions, assessments and/or ratings of properties and surrounding locations that TLS Travel Group Ltd publishes or given to the guest are provided in good faith and in the belief that they are accurate based on the latest information received. However, TLS Travel Group Ltd cannot be held responsible for any last-minute modifications to the properties or inaccuracies. Where TLS Travel Group Ltd publishes or refers to descriptions, assessments and/or ratings of the property either by TLS Travel Group Ltd or by third parties, these ratings are for information purposes only and TLS Travel Group Ltd will not be held responsible for any reliance placed on these ratings.

#### **16. Disclaimers**

TLS Travel Group Ltd does not accept any responsibility or liability for:

- any physical injury, sickness, death, loss, damage, inconvenience or additional expenses incurred by the guest, their party or visitors regardless of the cause;
- any vehicle or the contents of any vehicle used, hired or engaged by the guest or their party during the rental period;
- inability of the guest or any member of the guest's party to enter the location of the property or stay at the property for all or part of the rental period as a result of failure to obtain appropriate travel or visa documentation, cancellation or amendments to travel arrangements or the missing of flights or travel connections; and/or



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– strife, strike, demonstration, terrorist activity (threatened or actual), natural disaster, fire, sickness, weather conditions, action at an airport or port by any government or public authority, technical problems relating to transport and airport regulations caused by technical, mechanical or electrical breakdowns, or any technical, structural, electrical, plumbing or other problems or difficulties with the property which make it unsafe or unusable, or any other circumstances which amount to ‘force majeure’ or Acts of God, or other events beyond the Owner’s control. In no case will TLS Travel Group Ltd will be liable to make any payment or give any refund or compensation of any amount over and above the total rental amount paid.

**17. Jurisdiction**

This Agreement is governed by the laws of Thailand and the parties submit to the jurisdiction of the Courts of Thailand for dispute resolution provided that the parties shall use their best endeavours to resolve disputes amicably before resorting to court action