

# TERMS & CONDITIONS

## 1. BOOKING PROCESS

### 1.1 Provisional Confirmation of Availability and Rates

Upon receipt of a request confirmation of availability, the applicable Residence rates and the amount of deposit required will be advised. Bookings are on a 'first-come, first-served' basis and are for a minimum of three (3) nights, to the exception of certain period and unless otherwise specified in the confirmation of availability. Andurance Hospitality Thailand (AHT) reserves the right to decline a booking without giving any reason.

### 1.2 Exclusions & Additional Charges

Rates do not include, 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 replacement of breakages (unless specified). Fair wear and tear accepted.

### 1.3 Initial Deposit

An initial deposit of 50% of the Villa rental must be paid to confirm a booking, unless otherwise specified in the confirmation of availability.

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

If funds are not received within 5 banking days the reservation shall be deemed to have been cancelled and AHT reserves the right to allocate the Residence to another client. Should the booking be cancelled, cancellation charges will become payable in accordance with below

### 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.

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

If the booking is made within 30 days of arrival, the whole Villa rental is to be paid at the time of booking. This is applicable for all seasons.

## 2. PAYMENT

Payment can be made by either international bank transfer (net of bank fees) or using our online payment gateway

If AHT does not receive the balance by the due date, AHT 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, AHT 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 Villa:

### Standard and Peak Seasons:

**Low Season and Intermediate Season:** 30 days or more before arrival date: A cancellation fee equaling one night stay will be levied. Deposit will be returned. Within 30 days of arrival date: All rental payments are forfeited.

**Prime and Peak Season:** For any cancellation after the deposit and/or balance payment, all payments are forfeited.

The above cancellation charges also apply if AHT 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 AHT.

#### **4. ARRIVAL & DEPARTURE TIMES**

Early arrival and late departure is available to our Guests at no extra charge. The Guest is responsible for informing AHT the correct arrival details (flight number).

#### **5. ALTERATIONS AND CANCELLATIONS BY AHT**

Though it is unlikely that AHT 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 Residence booked, AHT shall reserve the right to cancel the reservation.

For example, but not inclusive, if the properties are damaged or rendered unusable AHT will endeavor to locate the Guests 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, AHT will cancel the booking and refund in full, less any bank transfer charges, the amount paid to AHT for the Residence. AHT shall not be liable for any further obligations or claims by the client.

#### **6. REGISTERED GUESTS**

Maximum Villa Occupancy per villa is:

Kalya Residences, 8 adults or children

Purana Residences, 8 adults or children

Avasara Residences, 10 adults or children

Atulya Residences, 10 adults or children

Praana Residences, 12 adults or children

The number of people staying at the property, including children, must not exceed the maximum capacity indicated above, except in the case of infants (under two years old, maximum 2 per villa) for whom baby cots are provided free of charge, and additional children (under twelve years old, maximum 2 per villa), who may share their parents bedding.

A fee of 700THB per additional child per day will be charged for breakfast.

Only those persons stipulated on the booking form may reside at the property as guests. Please notify us as soon as possible of any changes. Should AHT find that the number of people staying at the property exceeds that on the booking form or the maximum capacity of the villa, they may ask the extra person or persons to vacate the property forthwith. AHT regrets that no pets are allowed on the entire property.

#### **7. WEDDING AND PRIVATE PARTIES**

Wedding Premium may be applicable. Weddings or Events must be disclosed and agreed prior to making the booking.

#### **8. SECURITY DEPOSIT**

A security deposit equivalent to three nights stay is payable to AHT on check in. This is to cover the cost of any damage or breakage's during the rental period of the Villas or their contents. It may also be used to cover the cost of other services. This amount will be returned to you at the time of departure, less any such costs.

#### **9. 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). AHT are held harmless by you and your party against all claims including any accidents related to the use of the Residence facilities or locally procured third party services such as, but not limited to, watercraft, water sports, jeep or motorbike rental. AHT shall not be responsible for any delay, additional expense or inconvenience caused directly or indirectly by events outside of AHT's 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 AHT that this requirement has and will be complied with in full.

## **10. COMPLAINTS**

Each Property descriptions as provided by AHT, on the website and elsewhere, are made in good faith.

AHT accepts no responsibility for any modifications made which are not mentioned on the website or anywhere else. AHT can not be held liable for the breakdown of the supply of water, or electricity, or internet connection though we will use our best endeavours to arrange for any such problems to be solved quickly.

If there are any problems during the rental period, AHT 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 island resort location than in more urban environments. AHT 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 AHT or Resident Host within 24 hours of the occurrence giving rise to the complaint. Should a problem that has been notified remain unsolved please make a complaint in writing to AHT 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 complaint will be considered if made after the departure date or if not acknowledged by AHT.

## **11. CONDUCT & BEHAVIOUR**

The person paying the deposit for the villa rental is responsible for the correct and appropriate behaviour of the guests staying at the Villa(s). Should any member of the party behave in a manner considered inappropriate, AHT may at their absolute discretion ask the offending guest or guests to vacate the Residence forthwith.

In such a case, this will be treated as a cancellation of the original booking and no refund can be claimed from AHT.

## **12. STAFF AT THE VILLAS**

The service of staff is included at the villas (ie Resident Hosts, Maids, Handyman, Gardeners, Chef, Driver and Administration staff). Additional services such as those of fitness, yoga and tennis instructors can be sourced in advance or on site upon request.

The rates for these services will be provided in advance and shall be paid as incurred.

## **13. VALUABLES**

Personal safe are provided in all Residences. It is strongly recommended that they are used to store valuable items such as passports, laptop computers, cash, traveller's cheques, mobile phones, jewelry, cameras etc.

Any valuables left at the property are the guest's sole responsibility. Neither AHT nor the staff 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 Residence and be especially watchful of children playing in the gardens; near or in the pool or Jacuzzi.

## **15. APPLICABLE LAW**

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