VILLA SANGSA – TERMS & CONDITIONS

Revised September 2017

BOOKINGS are made with TLS Travel Group Ltd., acting in its capacity as the representative of the villa owner in Phuket, Thailand. The final agreement shall be between the guest and the villa owner.

Any payment shall be taken as confirmation of acceptance of the following terms, conditions, limitations and restrictions, as laid out below:

Bookings are only **CONFIRMED** upon receipt of payment. Multiple enquiries for overlapping dates are often pursued concurrently. Villas are confirmed and dates are secured on a first come first served basis.

A **DEPOSIT PAYMENT**, equal to fifty percent (50%) of the gross rental amount shall be due to confirm the booking. The Deposit Payment secures the dates for the guest until the Balance Payment is due.

A **BALANCE PAYMENT**, equal to fifty percent (50%) of the gross rental amount shall be due 30 days prior to arrival or 60 days in case of peak season bookings.

Together with the Balance Payment, a refundable **SECURITY DEPOSIT of USD 1,500** shall also be due. The purpose of the security deposit is to cover the cost of any damage to the villa or its contents caused by negligence or misconduct. Guests are responsible for payment of any damages incurred even if they are in excess of the security deposit. **This deposit shall be returned to the guest in cash at the time of departure, less any such costs.**

On occasion, for short duration bookings, the $1,500 security deposit figure may be lowered. Similarly, for longer stays, the security deposit amount may be increased.

Should the booking be made within 30 days of arrival, the full gross rental amount and security deposit shall all be due prior to confirmation.

All funds except the security deposit, once received, are non-refundable. In case of **CANCELATION**, the villa owner may, at his absolute discretion, decide on the status of any monies paid. Historically, villa owner have in almost all cases issued a credit to be used by the guest or his designee for a stay of equal duration and season within one year from the original booking dates.

RATES are in **USD** per night and are inclusive of applicable government taxes. These rates apply to residential use only and are subject to change without notice. Any changes from the original enquiry as to numbers of persons or bedrooms used may result in the villa owner changing rates or booking conditions.

Should the villas be rented for special events (weddings, commercial film production, corporate retreats, etc.), a different rate and security deposit structure may apply.

A resident **CHEF** and **HOUSEKEEPER / BUTLER** staff each villa. Their working hours are 06:30 to 22:30. Their service is included in the price of the villa rental. On occasion, and with prior notice, they are also available for late-night special events.

VILLA CONCIERGE contacts each party prior to their arrival, and coordinates airport transfers, pre-stocking the villa with favored food & beverage items, menu selection, and all other pre-arrival needs. While the guests are in residence, we can help arrange home spa treatments, car rentals, island excursions, golf bookings, and other personalized requests. Her working hours are 0900 to 1800, Monday - Friday. The service is included in the price of the villa rental.

Guests are met at the airport and escorted to the villa. **Two separate airport pick- ups and two airport drop-offs are provided free of charge**. Additional transfers are charged to the guest at the rate of THB 1,200 per one-way journey. Villa owner reserve the right to amend this provision in cases when rates have been discounted from normal seasonal rack rates.

Check in time is 14:00 and check out time is 11:00. Early arrival and late departure requests can often be accommodated, but approval is conditional upon availability and is subject to later amendment.

All expenses while in residence are charged to the guest at cost + 7% tax & 20% service charge. This includes all items purchased on behalf of the guest, being mostly food & beverage, but also including transportation, massages, entertainment, additional staff, breakage, and all other goods and services arranged by the villa staff or the villa concierge.

Home massages and spa treatments can be arranged at the guest's request. Cost is THB 800 per hour.

Van rentals can be arranged at the guest's request. Maximum capacity is 11 passengers. Cost is THB 2,500 for a five-hour hour shift, including driver and gasoline.

Car rentals can be arranged at the guest's request. Rates range between THB 1,800 – THB 2,500 per day depending on the model chosen.

Additional staff such as babysitters, drivers, housekeepers, and bartenders can be arranged at the guest's request. Cost is THB 1,500 for an eight-hour shift.

All villas are equipped with **complimentary broadband wireless Internet access**.

Daily linen service (sheets and towels) is complimentary. A few personal items can be laundered at the villa upon request. Guests are encouraged to use nearby professional laundry and dry cleaning services.

The Estate maintains a small inventory of baby cots and highchairs. Their use is free of charge.

The villas' home telephones permit local calls, but the PABX system is not configured to dial internationally. Cell phone reception throughout the Estate is excellent.

The TV signal, fed by independent satellite dish, includes a wide array of channels. With advance notice, increased coverage of some premium sporting events can be arranged

Pets are not allowed.

Smoking is not allowed inside the villas. Outdoors only.

Fireworks, Chinese lanterns, and pyrotechnics of any sort are not allowed on or near the Estate or on its access road.

Unlawful acts and consumption of illegal substances are prohibited. Police authorities will be immediately informed of any offenders.

Guests are not permitted to enter the villas when wet from swimming, as the floors can be slippery and easily damaged.

A surcharge of USD 100 per person per day is assessed against the security deposit for each additional guest above the villas' stated maximum capacity (including children, but not infants).

All ancillary expenses including accumulated food & beverage expenses must be settled in cash within three hours of check out. Credit cards are not accepted.

PAYMENTS are usually requested by interbank wire transfer direct to the property manager. Payment procedure will be advised by email. All bank fees and related charges of any type are the responsibility of the sender. Any under-payment may be adjusted by offset to the security deposit.

The person paying the deposit shall be responsible for the correct and appropriate behavior of the guests in his/her party. Should any member of the party behave in a manner considered inappropriate, either the villa owner or the local manager may at their absolute discretion ask the offending guest or guests to vacate the property immediately. In such cases, this will be treated as a cancellation of the original booking and no refund can be claimed. The villa owner and the local manager may enter the villas at any time to investigate such disturbances.

On occasion, the villa owner and their representatives may request access to the homes during the guests' stay. In such circumstances, best efforts will be made to give at least a day's notice and to select a time convenient for the guests.

It is understood that the Estate is an integrated luxury villa development that is operated to the benefit of all residents. Every guest's right to peace and privacy must be respected at all times. Music and other loud activities that interfere with another guest's quiet enjoyment of his villa is prohibited. This restriction is particularly open to aggressive enforcement after 10 pm.

All swimming pools, whirlpools, and Jacuzzis are used at the renter's risk. No pool includes a perimeter fence, and most entail infinity-edge gutters with sharp drop-offs.

The person paying the deposit accepts and acknowledges that they are responsible and liable for the safety and well being of all guests and related parties staying at the villa during the time of the rental. All guests are required to take due care and be especially watchful of children playing in or near the pool, in the gardens or on the grounds of the Estate. **Children MUST remain under supervision of an adult at all times when staying at the villas.**

A personal safe is provided in all villas. It is strongly recommended that it be used to store valuable items such as passports, cash, mobile phones, cameras, etc. Any valuables left at the property are the guests' sole responsibility and neither the villa owner nor the local staff can be held responsible for any loss of or damage to personal property.

Baby-sitting, vehicle driving, and other arranged services are only undertaken with the understanding and agreement that no liability can be accepted on behalf of the owner or their representatives.

The villa owner and their representatives accept no liability for interruption to the supply of water, electricity, or Internet connection, nor for the breakdown of swimming pool filters or air-conditioning systems. It is understood that infrastructure, local standards, and conditions are often of a less developed nature in a remote resort location than in more urban environments. Such interruptions are rare, but when they occur, the villa owner and their representatives will make best efforts to arrange for any such problems to be solved quickly.

The villa owner and their representatives are exempt from all claims related to property loss or damage, injury, accidents, delay, or any irregularity. **Comprehensive holiday, accident, travel and personal liability insurance is advised.**

The villa owner and their representatives are exempt from all claims related to any accidents connected with the use of the property facilities or locally procured third party services such as car, watercraft or motorbike rentals.

The villa owner and their representatives shall not be responsible for any delay, additional expense or inconvenience caused directly or indirectly by events outside of their control such as civil disturbances, fires, floods, severe weather, Acts of God, or Acts of Government.