Villa SAMLARN – TERMS & CONDITIONS

Revised October 2024

All bookings are made with The Management of the Villa ("The Management") acting as agents on behalf of the owners of the properties featured in the company website or elsewhere. The payment of any deposit for the rental rate shall be taken as confirmation of acceptance of the following conditions.

1. BOOKING PROCESS

1.1 Provisional Confirmation of Availability and Rates

Upon receipt of a request confirmation of availability, the applicable Villa rates and the amount of deposit required will be advised.

Bookings will be made on a 'first-come, first-served' basis and must adhere to the minimum nights' requirement according to the stay period, the exception of a certain period or unless otherwise specified in the confirmation of availability.

The Management reserves the right to decline a booking without giving any reason.

All published rates and extra beds are subject to 7.7% local and government taxes and 10% service charge.

1.2 Exclusions & Additional Charges

Rates do not include baggage handling, 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 any excessive cleaning required upon departure (such as upholstery or rug shampooing, etc) or replacement of breakage's. Fair wear and tear accepted.

1.3 Initial Deposit

An initial deposit of thirty percent (30%) must be paid to confirm a booking, unless otherwise specified in the confirmation of availability.

During the season of Christmas, New Year and Chinese New Year, fifty percent (50%) of the villa rental must be paid to confirm a booking.

Before the booking is confirmed and a contract becomes enforceable, The Management reserves the right to increase or decrease the agreed prices. No contract will be agreed and accepted by The Management before the receipt of funds.

If the funds have not been received by The Management within five (5) banking days from the booking date, The Management reserves the right to void the booking request and allocate the Villa to another Guest.

Should the booking be cancelled, cancellation charges will become payable in accordance with Paragraph 3 hereto.

1.4 Balance Payment

The outstanding balance must be paid thirty (30) days before the date of arrival, unless otherwise specified in the booking confirmation.

Should the booking be made within thirty (30) days of the arrival date, the full payment is due upon confirmation and prior to arrival.

During Christmas, New Year and Chinese New Year, the outstanding balance must be paid sixty (60) days before the date of arrival, unless otherwise specified in the booking confirmation.

2. PAYMENT

Payment can be made either via international bank transfer, nett of bank fees, or using The Management's online payment gateway. If the payment is made via bank transfer, a scanned copy of bank transfer or payment confirmation slip is required. For the avoidance of doubt, all bank charges and administration fees to be borne by the client.

If The Management does not receive the balance by the due date, The Management reserves the right to cancel the booking and cancellation charges in accordance with Paragraph 3 will be applied.

If the booking is confirmed within thirty (30) days of the arrival date, the full amount of the Villa rental is to be paid at the time of booking and prior to the arrival.

3. CANCELLATION AND AMENDMENTS TO RESERVATION

If it becomes necessary to cancel the whole or any part of the booking by the Guests, The Management must be notified in writing in advance (email is acceptable). The cancellation will take effect from the date of the written confirmation is received by The Management.

The following cancellation charges will be applied depending on when the notification of the cancellation is received in writing by The Management and the period of stay in the Villa by the Guests:

- 20% of the total rental amount will be forfeited if the cancellation is made 60 days or more before the arrival date.
- 50% of the total rental amount will be forfeited if the cancellation is made between 30 and 60 days before the arrival date.
- 100% of the total rental amount will be forfeited if the cancellation is made 30 days or less before the arrival date.

- A full or partial refund is subject to the discretion of The Management and solely applicable in the event that The Management secures another reservation covering partially or fully the initial cancelled reservation.

Christmas and New Year Periods:

For any cancellation after the deposit and/or balance payment, all payments are forfeited and a full or partial refund is solely applicable in the event that The Management secures another reservation covering partially or fully the initial and cancelled reservation.

3.1 Amendments

An admin fee of USD 50 will apply in the event of refund and amendment to reservation. The above cancellation charges also apply if The Management 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 The Management. An early departure penalty will be subject to negotiation with The Management local Representative's Manager.

4. ARRIVAL & DEPARTURE TIMES

Guests should assume that the Check In Time is 3:00pm and Check Out time is 11 am. An early arrival and late departure will depend upon availability of the villas at the time of arrival or departure. An additional Fee may be applicable and will be advised at the time of booking.

Guests are responsible for informing the correct arrival details (flight number) whenever an airport transfer is being offered as part of the booking.

5. ALTERATIONS & CANCELLATIONS BY THE MANAGEMENT

Though it is unlikely that The Management will have to make any changes to the confirmed arrangements, it does occasionally happen, and The Management will advise the client at the earliest possible date. For any reasons beyond The Management’s control that could result in The Management being unable to provide the Guests with the Villa booked, The Management reserves the right to cancel the reservation.

For example, but not inclusive, if any properties are damaged or rendered unusable, The Management will endeavour to relocate the Guests to an alternative property for the period required but no guarantee is provided that this can be done. In the event that this is not possible, or if the Guests do not wish to be transferred, The Management will cancel the booking and refund in full, less any bank transfer charges, the amount paid to The Management for the Villa. The Management shall not be liable for any further obligations or claims by the Guest or client.

6. REGISTERED GUESTS

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. The number of people staying at the property, including children, must not exceed the maximum capacity indicated in the property description or elsewhere, except in the case of infants (under two years old), or unless specifically authorized.

Should the owner or the local representative find that the number of people staying at the property exceeds that on the booking form or the maximum capacity of the villa, he may, at the absolute discretion of The Management, ask the extra person or persons to either pay the applicable additional charge as per the published rate or to vacate the property.

No camping is permitted in the property grounds.

No pets are allowed on the entire property.

7. WEDDING AND PRIVATE PARTIES

If a party is to be organized at the property for a number of guests in excess of 1.5 times the maximum occupancy of the villa, this must be agreed prior to booking, as some villas have restrictions on the number of events permitted and the number of guests allowed.

For an Event to be approved, full occupancy rates and minimum number of nights apply and the additional Event T & C have to be agreed upon.

In addition, a deposit will be collected either by international wire transfer or on site in cash from which a cleaning surcharge may be deducted before refunded to the Guests.

8. SECURITY DEPOSIT

A security deposit may be payable to The Management with the payment of the balance or prior to arrival at the Villas. This is to cover the cost of any damage or breakage during the rental period of the Villas or their contents. It may also be used to cover the cost of the use of telephones and other services. Access to the Villas may be refused if security deposit is not paid in full.

The security deposit will normally be refunded at the end of the rental period, after deducting the cost of replacement or repair for any loss or damage to the Villa or its surrounds or contents caused during the rental period. The cost of replacement for any loss or damage to the Villa or its surrounds or contents will be based on the property's inventory pricing as determined by The Management or the owner or owner's representative of the property. If this cost cannot be reasonably determined prior to the Guest's departure, The Management or the owner or the owner's representative is entitled to withhold a reasonable estimate from the Guest's security deposit, and will return any balance to the Guest as soon as possible after the actual cost has been determined. If the cost of replacement or repair for any loss or damage to the Villa or its surroundings or its contents caused during the rental period is above the security deposit amount, the Guest is fully liable to pay the remaining cost.

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).

The Management or the owners of the rented properties are 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.

The Management shall not be responsible for any delay, additional expense or inconvenience caused directly or indirectly by events outside of The Management's control such as civil disturbances, fires, floods, severe weather, pandemic outbreak, Acts of God, acts of Government etc.

By acceptance of this contract it is assumed by The Management that this requirement has and will be complied with in full.

10. COMPLAINTS

Each Villa varies in standard, quality and finish and there are differences in style and decor. Property descriptions as provided by The Management, on the website and elsewhere, are made in good faith.

The Management accepts no responsibility for any modifications made which are not mentioned on the website or anywhere else. The Management, the villa owner and/or the local representative can not be held liable for the breakdown of the supply of water, or electricity, or internet connection nor of swimming pool filtration systems, 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, which could not be solved by dealing directly with the local villa staff, contact The Management or its local representative immediately and The Management 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 resort location than in more urban environments. The Management 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 The Management or its local representative within 24 hours of the occurrence giving rise to the complaint, and must then be notified in writing to The Management before departure. Should a problem that has been notified remain unsolved please make a complaint in writing to The Management 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 the villa owner, The Management or the local representative.

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, either The Management, the villa owner or the local representative may at their absolute discretion ask the offending guest or guests to vacate the Villa forthwith.

In such a case, this will be treated as a cancellation of the original booking and no refund can be claimed from either The Management or the villa owners or the local representative.

12. SOCIAL CORPORATE RESPONSIBILITY

It is also prohibited to act unlawfully in any way whatsoever and to bring in and/or use/consume any illegal substances. Any offenders will be brought to the local authorities.

In addition, in line with its moral duty and respect for the local employee, 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 no circumstances. The local managers reserve the right to request anyone to vacate a property at any time.

13. STAFF AT THE VILLAS

The services of some staff may be included at the villas (ie Villa Manageress, maid, handyman, Thai Chef). Additional services such as those of baby sitters and/or drivers can be sourced in advance or on site upon request, although such services cannot be guaranteed and depend on availability.

To book the additional service, guests are recommended to provide an advanced notice as early as possible, especially during peak holiday seasons. Upon the notice, The Management or the local representative shall try its best to assist and allocate the service as requested. The Management or the local representative can assume no liability for such contracted staff. The rates for these services will be provided in advance and shall be paid as incurred directly to the Guest Relations Manager.

14. LINEN & TOWELS

Linen and towels are provided at the Villas. These are normally changed every three (5) days. If a Guest requires more frequent changes, an extra charge shall be applied. Limited laundry facilities exist on site and charges are made per item. Outside services are also available with service charges. The service charges must be paid at the time incurred or latest at the time of departure.

15. VALUABLES

Personal safety deposit boxes are provided in all villas. Guests are strongly recommended to store their valuable items in the box such as passports, personal documents, laptop computers, cash, traveller's cheques, mobile phones, cameras etc.

Any valuables left at the property are the guest's sole responsibility. Neither The Management nor the owners 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.

16. DUE CARE AND SUPERVISION

Guests are required to take due care when residing at the villas and be especially watchful of children playing in the gardens, near the entrance from the main road; near or in the pool or Jacuzzi, on the beach, or in the sea.

Furthermore, guests or Guest's parties are not permitted to enter the Villas when they are wet from swimming as the floors can be slippery. Damage or injury arising as a result shall not be the responsibility of The Management, the Villa owners or the local representative in any way whatsoever.

17. PERSONAL DATA PROTECTION

Client and/or Guests hereby acknowledges and agrees that personal data (e.g. name, age, contact details, credit card details) given to The Management are collected and used for any or all of the following purposes:

- Performing obligations in the course of or in connection with provisions hereunder;
- Verifying client and/or Guests' identity;
- Responding to, handling, and processing queries, requests, applications, complaints, and feedback from the client and/or Guests;
- Processing payment or credit transaction;
- Complying with any applicable laws and regulations or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
- Legitimate and public interests;
- Any other purposes for which the client and/or Guests have provided to The Management the information.

The client and/or Guests agree that The Management may disclose their personal data for the following purposes:

- Where such disclosure is required for performing obligations in the course of or in connection with provisions hereunder;
- Legitimate and public interests;

- Obligations to third-party service providers, agents and other organisations as required by applicable laws.

The consent of the client and/or Guests to the collection, use and disclosure of personal data hereunder, shall remain valid until such time it has been withdrawn by the client and/or Guests in writing, or twelve (12) months after the termination of these Terms and Conditions. Any request made by the client and/or Guests to The Management to stop using and/or disclosing personal data for any or all of the purposes listed above shall be submitted to The Management in writing.

18. APPLICABLE LAW

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

19. AGREEMENT

I/We agree to the above conditions and do hereby agree to the application of the above Terms and Conditions to our reservation.