

Villa MALABAR – TERMS & CONDITIONS

Revised June 2023

Confirmation of Availability and Rates

The Management of the Villa will confirm availability, terms, rates and the deposit required. Bookings are normally for a minimum of three nights.

Deposit

An initial deposit of (50%) of the total rental will confirm a booking. If funds are not received within four banking days the reservation shall be considered as cancelled and cancellation charges will become payable. The Management of the Villa may then allocate the villa to another client.

Balance

The outstanding balance must be paid at least 30 days before the day of arrival, unless otherwise specified. The Management of the Villa reserves the right to cancel the booking if the balance is not received by the due date. Cancellation charges will apply. The whole amount of the villa rental is to be paid at the time of booking if rental is to commence within 30 days. Payment should be made either by international bank transfer to the nominated corporate account. Payment can also be made on-line by credit card, a surcharge may be payable.

Security Deposit

A security deposit may be payable on arrival to cover the cost of any damage or breakages, the use of telephones and other services. The security deposit will be returned at the time of departure, less any such costs.

Cancellation and Amendments

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

The 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.

Intermediate, High and Prime (i.e. not during Christmas or New Year) seasons: 30 days or more before arrival date:

All payments are forfeited but credited for 9 month from the date of the cancellation confirmation by The Management of the Villa The credit value can be used by the client or anyone on their behalf for any reservation, during any period upon availability and solely for the villa initially reserved.

Within 30 days of arrival date:

All rental payments are forfeited. A full or partial refund is solely applicable in the event that The Management of the Villa secures another reservation covering partially or fully the initial cancelled reservation.

Christmas and New Year period:

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 of the Villa secures another reservation covering partially or fully the initial and cancelled reservation.

The above cancellation charges also apply if The Management of the Villa 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 of the Villa.

Early departure penalty will be subject to negotiation with our local Representative's Manager.

Registered Guests

If the number of people staying at the property exceeds that on the booking form or the maximum capacity of the villa the management company may ask the extra person or persons to vacate the property. Please note that no pets are allowed unless explicitly agreed at time of booking.

Check-in and check-out times

Guests may check-in to the property from 3:00pm on day of arrival and must check-out of the property by 10:30am on day of departure. Possibility of early check-in and/or check-out is subject to availability and dependent upon the villa, and must be confirmed in advance. For any extension over a 2 hour period then an applicable fee may be levied.

Flight number/arrival times and departure details must be notified to The Management of the Villa at least seven days in advance to ensure airport transfers timings are correct.

Valuables

Any personal valuables are the client's responsibility and at ones own risk, please use in-room safe when available. Neither The Management of the Villa, nor the owners or the staff, are responsible for loss or damage to valuables.

Responsible behavior

The person paying the deposit for the villa rental is responsible for the correct behaviour of the guests staying at the villa. Any guest not behaving in an appropriate manner will be asked to vacate. As part of this agreement all guests are required to take due care when residing at the villas and to adequately supervise children. Damage or injury arising shall not be the responsibility of The Management of the Villa

Breakages and Damages

The guests will be are financially responsible for any damage or breakages in the villa caused by accident or negligence.

Insurance

It is a condition of the booking that the entire party is covered by comprehensive travel and health insurance. No claim can be made against The Management of the Villa or the owners of the rented properties by guests related to the use of the villas or third party services. The Management of the Villa shall not be responsible for any delay, additional expense or inconvenience caused directly or indirectly by events outside of our control.

Property Descriptions

The property descriptions, photos and other information provided by The Management of the Villa are made in good faith, however property owners occasionally make revisions to the layout, decor and facilities provided. The Management of the Villa accept no responsibility for such changes. If there are any problems or complaints in the first instance please contact the management company.

Reasonable Expectations

It must be understood that local infrastructure and standards are often of a less developed nature in Koh Samui, there may be occasions where power, water, cable/sat tv, or internet access is disrupted. The Management of the Villa accept no responsibility for such disruptions.

Complaint resolution

Any problems must be notified to the management company within 24 hours of occurrence and must then be notified in writing (email acceptable) to The Management of the Villa before departure. 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.

Changes or cancellation by us

Though it is unlikely that The Management of the Villa will have to make any changes to confirmed arrangements, it may occasionally happen for reasons out of our control, guests will be advised at the earliest possible date. If The Management of the Villa is unable to provide you with the villa booked, The Management of the Villa shall reserve the right to cancel the reservation. For example if the property is rendered unusable we will endeavour to locate a suitable property. No guarantee is given that this can be done. If this is not possible, **we will refund in full, less any bank charges, the amount paid.** All stated distances to the beach and other attractions are an estimated distance and not an exact figure.

The Management of the Villa aim is to ensure that your holiday on Samui is an enjoyable and relaxing one and we always aim to give prompt assistance to you if you are in difficulty. Any concerns you have should be brought to our attention immediately.