

TERMS & CONDITIONS

VILLA VARYA (“the Property”)

Revised April 2023

We, TLS Travel Group Limited (“TLS” or “we” or “our”) act as representative of owner of the Property (“the Owner”) and this terms and conditions (“this Terms and Conditions”) shall form the terms and conditions of the booking agreement of the Property (“Booking Agreement”). As the person making the booking, you (“the Lessee” or “you” or “yourself”) are responsible for the actions and behavior of everyone (including yourself) in the group (“Group” or “Guest”). You are also responsible for obtaining their permission before providing us with their personal data.

1. Arrival and Departure Times

Standard check-in time is 3:00 p.m. and check out time 12:00 nn unless other arrangements have been made and agreed upon by the Owner.

Early arrivals or late departure times are subject to the availability of the Property and extra fees will be imposed. Please refer below for the applicable corresponding fees:

Check - in Time:

From 10:00 a.m. and onwards - 50% of the regular daily rate
Before 10:00 a.m. - 100% of the regular daily rate

** These additional fees include the cost of our chef to prepare lunch.*

Check - out Time:

Until 6:00 p.m. - 50% of the regular daily rate
After 6:00 p.m. - 100% of the regular daily rate

2. Registered Guest

Only the specified number of Guest listed in the Booking Agreement at the time of booking may reside on the Property. The number of Guest given at the time of the booking is the maximum number of guest allowed. If the Owner or a representative of the Owner (“the Representative”) will find that an additional number of guest are staying at the Property, it is the absolute discretion of the Owner or the Representative to ask the extra guest or the Guests to vacate the Property. Otherwise, each additional guest will be charged a published rate of \$300 USD per night. No camping is permitted in the grounds or gardens. The Lessee and all Guests agree to follow and abide the rules and regulations of the estate where the villa is situated.

3. Minimum Stay Requirements

There is a minimum 3 nights stay requirement for most of the year. For Peak Seasons (Christmas & New Year), the minimum stay is 14 nights. For holidays such as Easter and Chinese New Year, the minimum stay is 5 nights.

4. Weddings and Events

There are no weddings or events allowed at the Property. For the purpose of this Terms and Conditions, an 'event' shall hereby be defined as any gathering within the Property that exceeds its maximum occupancy. If you take it upon yourself to host additional visitors while staying at the Property, you will be held responsible for any additional costs associated, each additional guest will be charged a published rate of \$100 USD per day when there is over 20% specified number of Guest listed in the Booking Agreement.

5. Lessee Insurance

All Guests including you are required to have both liability and comprehensive travel insurance that provides coverage, including, but not limited to, cancellation, loss and damage to baggage and other property, and flight delays. All Guests including you should also carry health coverage that includes, but is not limited to evacuation and repatriation. We and the Owner shall not be held liable to the Guests and you for any and all claims, including any accidents related to the use of the Property, facilities or locally procured third party services such as watercraft, water sports, jeep or motorbike rental etc.

6. Force Majeure

In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil war, lockout, interference of trade unions, suspension of labour, fire, accident, act of terrorism or of any circumstances arising or action taken beyond or outside the reasonable control of the Owner, preventing it from the performance of any obligation in terms hereof (any such event herein called "force majeure") then we and the Owner shall be relieved of the obligations in terms of this Booking Agreement during the period that the force majeure continues and shall not be liable for any delay or failure in the performance of any obligations herein contained or loss or damage which the Lessee may suffer due to or resulting from the force majeure.

7. Complaints

Any problems or complaints that occur during the booking period should be discussed first with the local staff. If the staff is unable to quickly resolve the issue, please consult the Representative, who will rectify the situation to the best of their professional ability. We and the Owner cannot be held liable for issues such as interruptions to water supply, electricity, Internet connection, cable TV, or breakdowns of lifts or pool filtration systems. The Owner will do everything within reasonable expectation to avoid complaints in the first place, and it should be understood that when staying in a less developed and remote resort location, the infrastructure, local standards, and conditions are typically less developed than in urban environments. In case of complaints, Lessee should do it by writing to the Owner within 24 hours when the issue occurred. Complaints made after checkout will not be considered.

8. Conduct and Behavior

When booking the Property, the Lessee shall be responsible for the Guests' behavior. If any Guest behaves in an inappropriate manner, the Owner and/or the Representative, at their absolute discretion, may ask the offending party to leave the Property. In this case, no refund shall be claimed by the Lessee. In addition, the Owner and the Representative reserve the right to enter the Property at a reasonable time in order to gain access to complete repairs, perform maintenance, or to show the Property to prospective lessee.

9. Social Corporate Responsibility

Unlawful possession, use or consumption of any illegal substances is prohibited in the Property. Unlawful behavior is also prohibited. The Police will be contacted immediately if there is any violation. No refunds shall be made in these circumstances.

For the safety of our Lessee and local employees, as well as for protection of Property, you and the Guests are not allowed to bring male or female joiners back to the Property.

10. Property Staff

Staff service is included in your stay at the Property from 7 am to 10 pm. On occasion, and with prior notice, they are also available for late-night special events or early morning breakfast (Extra hours can be charged at the discretion of the Property policy). At your own discretion, a tip may be given upon departure.

Additional services such as babysitting and drivers can be arranged in advance and are subject to availability and additional charge. Asking staff to look after minor children is not allowed. The Lessee must allow staff such as pool maintenance workers and gardeners access to the grounds in order to complete their work.

Should there be a request for change or addition of staff, there will be an extra charge of US\$ 75 for each staff per night.

11. No Pets

You and the Guests are not allowed to bring pets in the Property and on surrounding properties.

12. No Smoking

Smoking is NOT permitted inside the Property. Smoking is only allowed outside on the grounds, where an ashtray can be provided by the staff of the Property. Shishas and Hookah are prohibited in Property in accordance to Thai Government laws.

13. Noise

Noise must be kept at a reasonable minimum level, especially from 11 pm to 8 am.

14. Food and Beverages

All bookings include Chef Service for Breakfast, Lunch, Dinner, and Snacks. All food and beverages purchased on behalf of you and the Guests are charged at a price of cost plus a % surcharge that covers food preparation, transportation, time involved in the shopping and cooking process, and the use of the kitchen.

15. Linens and Towels

Linens and towels are provided by the Property and due to our eco-friendly Save the Planet policy, linens are changed every three days, more often if necessary. Towels are replaced after placement in the towel basket. Additional charges may apply if more frequent changes are needed. Items such as bedding, washing, or clothing articles should not be hung where it is visible to another residence or common property nearby. Laundry of personal clothing by a third party can be arranged at the Lessee's cost and the Owner shall not be held liable for any loss or damage by the third party.

16. Transfers

Any transfers may be arranged through our Guest Experience Specialist.

17. Utilities

Utility costs are included with the Rental Fee. Windows must be closed while air-conditioning is in use. The Property abides with an eco-friendly policy. Therefore, we request that all air-conditioning must be switched off when you and the Guests need to go out or stay long outside of the Property; Property staff may comply with this policy. If not respected, however, the Lessee may be charged for extra cost on the electricity bill.

18. Furniture

Interior furnishings must remain inside the Property, and only designated outdoor furniture can be used on the exterior.

19. Owner Insurance

The Lessee must not do, or allow anything to be done that may cause the Property's insurance against loss or damage by fire to become void or cause insurance premiums to be raised.

20. Due Care and Supervision/Indemnity

It is understood that the Lessee is responsible and liable for the safety and well being of the Lessee, the Guests and any invitee while staying at the Property. The Lessee, the Guests and any invitee are required to take due care during their stay and take precautions such as supervision of children in the gardens, near the entrance, and near or in the pool. All children must be under the direct supervision of an adult at all times. No Lessee, Guests and any invitee are permitted to enter the Property while they are wet from swimming, as floors may become slippery. Damages or injuries resulting from the above-mentioned scenarios are the responsibility of the Lessee. The Lessee indemnifies and holds the Owner harmless and free of liability resulting from such claims that result as consequences of accidents leading to injury or loss of life.

21. Valuables

Valuable items such as passports, cell phones, cameras, travelers checks, cash or jewelry should be stored in a safety deposit box provided in the Property. Neither the Owner nor the staff can be held responsible for any valuables left behind, lost, or damaged.

22. Artwork

Lessee and the Guest must be aware that each Property contains precious contemporary and antique pieces of art unique to the Property, and must take care to avoid causing any damage to them. Lessee shall be held liable for any artwork or antiques damaged during the booking period and the costs will be set off against the aforementioned security deposit. If damages exceed the security deposit, the Lessee is liable for the remaining damages and must compensate the Owner for the difference in cost.

23. Limitation of liability

Neither TLS nor the Owner, their agents, contractors or employees shall be liable for any loss, damages, destruction, injury or death which may be caused to any person (or any minor dependent of such person) or the assets, property or any item of equipment, furniture, stock or the like, brought onto the Property by the Lessee, the Guests and any invitees, howsoever such loss, damages, destruction, injury or death may occur, whether as a result of any foreseen or unforeseen event or any act or omission on the part of TLS or the Owner, their agents, contractors or employees

or otherwise. Notwithstanding the foregoing, the Lessee hereby indemnifies and holds harmless TLS and the Owner, and against any suppliers of any facilities and/or services and goods which may form part of the booking or hospitality package, which may be brought against any of them relating to the Agreement.

In the event that TLS is held liable for any damages related to the booking, to the fullest extent permitted by law, your sole and exclusive remedy will be limited to the rental fee paid by you.

24. Miscellaneous

24.1 The Lessee shall not be entitled to assign the booking to any third party without our prior written approval.

24.2 This Booking Agreement constitutes the whole agreement between the parties and no warranties or representations, whether express or implied not stated herein shall be binding on the parties.

24.3 Any indulgence shown to the Guests shall not constitute a waiver or novation of our rights and rights of the Owner.

24.4 Any contract that is made will be with the acceptance by both parties of these terms and conditions, which are governed by Thai law, and both parties will submit to the exclusive jurisdiction of the Thai courts.