

## VILLA ARNALAYA – TERMS & CONDITIONS

*Revised April 2018*

TLS Travel Group Limited (“TLS”) acts as an agent for Property owners (“Owner”) and their representatives (“Owner Representative”) in promoting Properties for rent and arranging bookings. Each time a Guest confirms a booking of a Property through TLS, a Rental Contract is entered into between the Owner or the Owner’s Representative for the agreed period (“Rental Period”), and the guest in whose name the booking is made (the “Guest”). Each time a Guest books a Property through TLS, the Guest is deemed to have agreed to these terms and conditions. The Rental Contract is not effective until TLS has confirmed the Guest’s booking in writing.

### **Payment**

When the Guest makes a booking request, the Guest must make the appropriate deposit payment to TLS within 5 working days of availability confirmation. If the required deposit payment is not received within the 5 working day period, TLS reserves the right to void the Guest’s booking request. The following deposit payment applicable to most villas (see individual villa terms for full details) must be received by TLS :

- For rentals beginning more than 75 days after the date of the booking request – a deposit of 20% of the total rental amount is payable
- For rentals beginning 75 days or less after the date of the booking request – the total rental amount is payable as a deposit

Where a 20% deposit applies to the booking, the Guest must pay the remaining 80% balance not less than 75 days before the scheduled arrival date.

Where a 50% deposit applies to the booking, the Guest must pay the remaining 50% balance not less than 30 days before the scheduled arrival date. This applies to all periods except Festive (20th December- 10th January), where balance payment is to be paid not less than 90 days before the scheduled arrival date. Festive period rentals beginning less than 90 days after date of the booking request requires the total rental amount payable as a deposit.

### **Reservation Voucher**

Confirmation details, the Property address, contact details of the Owner or Owner’s Representative, transfer arrangements and directions to the Property will be sent to the Guest in a reservation voucher when full payment is received. This voucher, along with the Guest’s passport, need to be presented upon arrival.

**Arrival / Departure times**

Typical check-out and check-in times are 12:00 noon and 3:00 pm respectively unless stated otherwise. TLS will work with the Owner or Owner's Representative to try to accommodate the Guest's actual arrival and departure times, subject to availability. Please do advise TLS of any changes to the Guest's schedule so every effort can be made to accommodate them.

**Security Deposit**

A security deposit may be payable directly to the Owner or Owner's Representative immediately upon arrival at the Property. The standard security deposit required for each Property is stated in the Property description; however the Owner has the right to impose different requirements on a case by case basis. Access to the Property may be refused if security deposit is not paid in full. When the security deposit is required to be paid in cash, or when a non-standard security deposit applies, TLS will inform the Guest in advance of the amount payable and any other conditions.

The security deposit will normally be refunded at the end of the rental period, after deducting:

- all additional expenses incurred on the Guest's behalf (e.g. additional charges for goods, services and staff which have not been directly paid by the Guest, and telephone and internet charges, if applicable) and
- the cost of replacement or repair for any loss or damage to the Property or its surrounds or contents caused during the Rental Period. If this cost cannot be reasonably determined prior to the Guest's departure, 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.

**Damage or Losses**

A Property is typically someone's home. Please treat the Property rented accordingly, and leave the Property and all its contents in good order and in an acceptably clean condition.

Any damage or losses caused during the Rental Period, as well as any special cleaning requirements will be the Guest's responsibility and may be charged to the Guest's account and deducted from the Guest's security deposit. In cases of excessive or unacceptable loss or damage at any time during the Rental Period, the Owner or Owner's Representative may require the Guest and their party, including visitors to vacate the Property immediately, without compensation or refund.

**Access**

The Property and its facilities are available for the Guest's full enjoyment during the Rental Period. However the Owner, Owner's Representative, or other staff and contractors may need access to the Property from time to time (e.g. for maintenance purposes to the house, garden, swimming pool, utilities and services, or for the purposes of providing additional services requested by the Guest, etc.). The Guest is required to give them reasonable access to the Property for these purposes.

**Number of Guests**

The number of persons (adults and children) staying at the Property must not exceed the maximum number of sleeping places indicated in the booking confirmation and reservation voucher, unless specifically authorised in writing. Exceeding this number may invalidate any insurance policy on the Property. Entry or access to the Property may be refused or limited where the number of guests exceeds the stated requirement. No pets are allowed unless agreed in writing in advance.

**Use of Property**

All bookings are assumed to be for normal holiday purposes only, and the Guest agrees that the use of the Property will be limited to this purpose unless otherwise confirmed in writing.

If the Guest is planning to hold an event, such as a wedding or party, which involves having a larger number of people at the Property, or if the Guest is planning to use the Property for a purpose other than holiday, please communicate this to TLS at the time of booking, as special approval or arrangements may be required. Depending on the nature of the event, a surcharge and/or additional security deposit may be required, which will be agreed and confirmed in writing prior to confirming the reservation. Note that some Properties are in residential areas or estates, and some are subject to rules and regulations regarding their use. Therefore, it may not always be possible to grant permission for certain uses or activities due to these or other reasons beyond the control of TLS and the Owner.

If TLS has confirmed a booking which includes an event at the Guest's chosen Property, in certain circumstances the Guest must then obtain permits from the police and the local community before the event can proceed. The Guest acknowledges and agrees that TLS, the Owner and the Owner's Representative cannot control the issue of these permits. If the police and/or the local community refuse to issue a permit for an event at the Property, the Owner or the Owner's Representative will refund any event fee paid by the Guest to the Owner, however neither TLS, the Owner nor the Owner's Representative will be liable for any further refund or payment to the Guest.

**Conduct and Due Care**

Properties are generally located in quiet residential neighbourhoods. The Guest is asked to respect this, and ensure that all guests and visitors to the Property behave appropriately. Illegal or immoral activities including gambling, prostitution, prohibited drugs, possession or use of pyrotechnics or dangerous goods, and possession or use of firearms and other weapons are all strictly prohibited. Smoking is generally prohibited unless stated otherwise in the booking confirmation or reservation voucher.

The Guest is responsible for the behaviour of the guests staying at the Property, as well as visitors to the Property during the Rental Period. Should any guest(s) or visitor(s) not behave in a suitable manner, the Owner or Owner's Representative may, in their absolute discretion, require the Guest, their party and/or visitor(s) to leave the premises and/or vacate the Property immediately, without compensation or refund

In the interests of safety, due care should be taken at the Property at all times, especially with children. Suitable supervision should be given around pools, beaches and roads, and when using all Property's facilities.

**Valuables and Security**

Any Guest valuables or property left or used at the Property are at the Guest's own risk. Neither TLS, the Owner nor the Owner's Representative accepts any responsibility for loss of or damage to Guest property. The Guest is responsible for the Property during the Rental Period, and must ensure that all windows and doors are locked securely when not on the premises. Any act or omission by the Guest, their party and/or visitors which may negate or prejudice the Property's insurance policy and/or results in loss or damage is the Guest's responsibility.

**Price Fluctuation**

Once the Guest's booking is confirmed, the price of the Guest's reservation is fully guaranteed, even if TLS changes the price on its website after the Guest's booking has been confirmed. In return for this commitment, no refunds will be made for any exchange rate fluctuations that would otherwise reduce the rental cost.

TLS reserves the right to impose any taxes or other charges which may be implemented by any government or other regulatory body, which were unknown at the time of publishing. TLS will tell the Guest promptly in the unlikely event that it becomes aware that any taxes or charges will apply to the Guest's booking.

**Cancellations**

For villas in Indonesia, Thailand and Sri Lanka, in the event that the Guest cancels a confirmed booking, the following cancellation fees will generally apply:

- 20% of the total rental amount will be forfeited if the cancellation is made more than 60 days before the start of the rental period
- 50% of the total rental amount will be forfeited if the cancellation is made between 30 and 60 days before the start of the rental period
- 100% of the total rental amount will be forfeited if the cancellation is made between 1 and 29 days before the start of the rental period.
- Shortening of stay for any reason can be considered as a cancellation and charges may apply.

For confirmed bookings over Festive season (20th December – 10th January):

- 12.5% of the total rental amount will be forfeited if the cancellation is made 90 days or more before the start of the rental period.
- 100% of the total rental amount will be forfeited if the cancellation is made between 1 and 89 days before the start of the rental period.
- Shortening of stay for any reason is considered as a cancellation and charges will apply.
- 100% of total rental amount will be forfeited and 1 way transfer charge will be taken for no show.

The applicable amount will be deducted from the deposit and moneys paid, and TLS will refund any remaining balance to the Guest.

### **Amendments**

TLS will do its best to accommodate any reasonable amendments, but the Guest should be aware that some changes may not be possible. Charges may also apply. Note a shortening of stay for any reason is considered as a cancellation.

In the unlikely event that TLS is unable for any reason (including the sale of a property and force majeure) to provide the Guest with the Property booked by the Guest, TLS reserves the right to transfer the Guest and their party to an alternative Property of the similar type and value, in consultation with the Guest. If the price of the substituted Property is less than the original booking, the difference will be reimbursed to the Guest. If the price of the substituted Property is higher than the original booking, the difference may be charged to the Guest. If, however, after considerable effort by TLS, no alternative of similar type and value is available and / or no agreement can be reached between the Guest and TLS, then either TLS or the Guest may opt to cancel the booking and this Rental Contract. In that event, TLS will refund the Guest all monies paid, without further compensation.

### **Complaints**

Every attempt will be made for the Guest to have an enjoyable stay. If the Guest should have a problem during the Rental Period, please inform the Owner or Owner's Representative immediately who will endeavour to put things right. Should the Owner or Owner's Representative not address the Guest's problem satisfactorily, please contact TLS promptly. In order for the Guest's complaint to be addressed, the Guest must communicate any problem whilst on location. If no complaint is reported during the Rental Period, TLS and the Owner will assume that the Property was to the Guest's satisfaction and no complaint will be entertained.

### **Provisions**

Self-catering accommodations require that the Guest supply all provisions and consumables necessary for daily living. The staff at the Property may accommodate any reasonable requests to purchase provisions on the Guest's behalf, and this will be charged to the Guest's account.

### **TLS's Responsibility**

The descriptions, assessments and/or ratings of Properties and surrounding locations that TLS publishes or gives to the Guest are provided in good faith and in the belief that they are accurate based on the latest information received. However, TLS cannot be held responsible for any modifications to the Properties or inaccuracies. Where TLS publishes or refers to descriptions, assessments and/or ratings of the Property either by TLS or by third parties, these ratings are for information purposes only and TLS will not be held responsible for any reliance placed on these ratings.

### **Disclaimers**

Neither TLS, the Owner nor the Owner's Representative accepts any responsibility or liability for:

- any physical injury, sickness, death, loss, damage, inconvenience or additional expenses incurred by the Guest, their party or visitors regardless of the cause;
- any vehicle or the contents of any vehicle used, hired or engaged by the Guest or their party during the Rental Period; inability of the Guest or any member of the Guest's party to enter the location of the Property or stay at the Property for all or part of the Rental Period as a result of failure to obtain appropriate travel or visa documentation, cancellation or amendments to travel arrangements or the missing of flights or travel connections; and/or
- any delay or cancellation of the booking as a result of war, threat of war, riot or civil strife, strike, demonstration, terrorist activity (threatened or actual), natural disaster, fire, sickness, weather conditions, action at an airport or port by any government or public authority, technical problems relating to transport and airport regulations caused by technical,

mechanical or electrical breakdowns, or any technical, structural, electrical, plumbing or other problems or difficulties with the Property which make it unsafe or unusable, or any other circumstances which amount to 'force majeure' or Acts of God, or other events beyond the Owner's control.

In no case will TLS, the Owner or the Owner's Representative individually or collectively be liable to make any payment or give any refund or compensation of any amount over and above the total rental amount paid.

### **Jurisdiction**

This agreement will be governed by the laws of Hong Kong. In the event of controversy arising from the booking and Property rental that cannot be resolved amicably between the parties, both parties agree to exclusively refer the matter to the Singapore International Arbitration Centre to be resolved finally by arbitration in the English language.

By making its booking request, the Guest agrees that these terms and conditions have been read, understood and have been accepted and agreed to by the Guest without reservation and without exception.

If any of the conditions of this Rental Contract are or become or are deemed to be invalid, or if there is any omission from any terms and conditions, the remaining terms and conditions will remain valid and enforceable and cannot be contested.