

# PHUKET SEA VIEW VILLA

## TERMS AND CONDITIONS OF BOOKING AND LETTING

### 1. Introduction

The terms and conditions contained herein apply to the booking and letting of the property located at 40/15 Sakdidej Road, T. Vichit, Muang, Phuket, Thailand 83000 (“the Property”) as described in the web site [www.phuketseaviewvilla.net](http://www.phuketseaviewvilla.net)

### 2. Defined terms

“Business Day” means every day except Saturdays and Sundays and public holidays in Thailand and Hong Kong.

“Property” has the meaning defined in section 1 above

“Terms” means the terms and conditions set out in this document and as may be amended by Us from time to time

“We and “Us” means Tropical Beauty Villas Limited

“Web Page” means the web page with the address [www.phuketseaviewvilla.net](http://www.phuketseaviewvilla.net)

“You” and “Your” means the person or persons making a booking to use the Property under a short term let together with any other person who occupies the Property

### 3. Booking

Bookings applications can be made by telephone or by e mail to the numbers/addresses shown in the Web Page. We will either confirm or deny the application within two Business Days of the application. Bookings will be confirmed by e mail and will be subject to these Terms. The booking application must show the full names, dates of birth, addresses and passport numbers and country of issue in respect of each person who it is intended will occupy the Property during all or part of the letting period. Confirmation of the booking will be sent to the e mail address of the first named applicant only but all applicants and occupants will be bound by the Terms under which Your obligations shall be joint and several. We and You shall be contractually bound by the Terms from the time that the confirmation of your booking application has been dispatched. Should you fail to comply with any of the Terms We may, but shall not be obliged to, cancel the contract without notice but any such cancellation shall not relieve You of Your liability to make any payment due hereunder.

### 4. Letting fee and payments

- (a) The total cost of the letting, including all applicable taxes, shall be shown in the e mail that confirms Your booking.
- (b) Within 5 business days of Our dispatch of the e mail confirming Your booking you must credit Our designated bank account, details of which will be given in Our e mail confirmation, with a deposit amounting to 25% of the total cost of the letting. This deposit is non refundable should You cancel your booking or fail to comply with the Terms

- (c) You must pay the balance of the booking cost for good value in Our designated bank account not less than 60 days prior to the commencement date of the letting (if this date has passed You must make full payment within 5 Business Days of Our dispatch of the e mail confirming Your booking).

## **5. Security Deposit**

At the same time and in the same manner described in 4 (b) above You shall make a payment of US\$500 as a security deposit to cover the cost of any damage to or items missing from the Property, fair wear and tear excluded, as may be determined by Us, such determination being binding on You unless there is manifest error. Any amount due from You hereunder shall be paid within 5 Business Days of the dispatch of Our e mail to You requesting such payment. Any balance of the security deposit due to You shall be paid to your designated bank account within 5 Business Days of the end of the letting period.

## **6. Changes to and Cancellation of the Booking**

- (a) Should You wish to make changes to the date of Your booking We will try, but will have no obligation, to meet Your requirements.

(b) Should You wish to cancel Your booking You may do so provided We receive proper notice by e mail and subject to the payment by You of the following cancellation charge which shall be paid by Our making a deduction from any payment that We have received pursuant to clauses 4 (b) and 4 (c) above.

Cancellation charge is the Deposit payable under 4(b) above plus the following percentages of amounts payable under 4(c) above depending on the period between the date that We receive the notice of cancellation and the date that the letting was due to commence (“Cancellation Notice Period”)

Cancellation Notice Period:

Up to 21 days	100%
Up to 40 days	60%
Up to 60 days	20%
Over 60 days	NIL

- (c) Provided, however, that notwithstanding the provisions of clause 6 (b) above, the cancellation charge for bookings that include any of the dates of the Peak Season from 21 December and 21 January, both dates inclusive, each year, shall be:
- (i) the Deposit payable under 4 (b) above if the Cancellation Notice period is over 90 days; and
  - (ii) the total amounts payable under clauses 4 (b) and 4 (c) above in all other cases.

## **7. Occupancy and Services**

(a) Subject to your compliance with the Terms You may enjoy the quiet occupancy of the Property during the letting period. If You fail to comply with the Terms We shall have the right to terminate the contract immediately whereupon You shall remain liable for all amounts due to Us hereunder and You shall not be entitled to any refund of amounts paid or owing to Us.

(b) We will provide swimming pool maintenance, garden maintenance and cleaning services in accordance with what is stated on Our website at the time of our booking confirmation. Any variation to these services or any additional services shall be subject to You and Us entering into a supplemental agreement.

## **8. Insurance**

We will not take out any insurance cover on Your behalf or for Your benefit and We recommend that You take out sufficient insurance cover to protect You against cancellation charges, illness, injury, third party liability and other risks that might occur in connection with the letting contemplated hereunder.

## **9. Disclaimer of Liability**

To the extent permitted by applicable law, We, our employees and contractors, shall not be liable to You or any other person that You permit to be present at the Property for any loss or damage that You may suffer as a result of death, injury, incapacity, illness, loss, damage, costs, expenses or from “force majeure” events (as defined below) or as a result of any other happening, event or omission.

“Force majeure” means any event that is outside the control of Us or any other relevant person where such event could not reasonably have been foreseen (or if deemed foreseeable could reasonably have been foreseeable by You). Without limiting the scope of event that could be defined as Force Majeure, they would include war, riots, civil strife, terrorist activity, fire, weather, strikes and other industrial disputes, travel restrictions and disease. Notwithstanding the foregoing provisions, should We be held liable to You for any loss or damage, the amount of our aggregate liability hereunder shall not exceed US\$500.

## **10. Behaviour and Supervision**

You, and any other person that You permit to be present at or in the vicinity of the Property shall behave in a civilized and responsible manner at all times, having due regard for neighbours and the customs of Thailand. Without limiting the generality of the foregoing provisions You, and other persons that You permit to be present at the Property shall not engage in any illegal, immoral or lewd activity, shall not smoke or use recreational drugs, shall not make undue noise and shall not allow any pet or any other animal into the Property; and the Property shall be kept clean and tidy. No person, other than You, shall be permitted to occupy any part of the Property overnight.

**You must properly supervise all minors at the Property including, without limitation, careful supervision around the swimming pool area. We will not provide any lifeguard service or any life saving equipment.**

In order to be environmentally responsible, You shall turn off lights, ceiling fans and air conditioning units when the relevant rooms at the Property are not being used.

## **11. Check in and Check out**

Check in time shall be from 3.00 pm from the start date of the booking and check out shall be no later than 12.00 noon on the last date of the booking period. We will do our best to allow earlier check in and later check out times on request, subject to the constraints of the arrival and departure times of other guests. You have no rights to enjoy (and You will not assert any such right) the occupancy of the Property after the check out date, or earlier if the contract has been cancelled in accordance with the Terms.

## **12. Disputes**

Should You or We have any dispute hereunder both parties shall attempt to resolve the dispute fairly and amicably. You may express any concerns orally initially but, unless immediately resolved, You must then give Us written confirmation by e mail. This contract shall be governed by the laws of Thailand and You agree to submit to the non exclusive jurisdiction of the courts of Thailand.

## **13. Communications**

Written communications shall be made by e mail or by air mail to:

- (a) Your contact details as advised when the booking enquiry is made or as You may subsequently amend in writing and shall be deemed received by You upon our dispatch of the email and seven days after the date of posting if by air mail; and
- (b) Our contact details as shown in Our website [www.phuketseaviewvilla.net](http://www.phuketseaviewvilla.net) and shall be deemed received upon their actual receipt.

## **14. Contract Commencement**

The contract between You and Us shall take effect at the time that We confirm your booking request in accordance with clause 3 above and any amendment to the Terms may only be made in writing by Us.

