



# MISKAWAAN

BEACHFRONT VILLAS

## **Miskawaan Co. Ltd.**

### **Terms & Conditions**

#### Definitions

The Resort collectively means Miskawaan Co.Ltd, having its business office at:  
67/28 Moo 1  
T. Maenam A. Koh Samui  
Suratthani 84330

The property collectively means the villas in the same compound and the villa which is owned by Miskawaan Co Ltd itself and the other owners including all facilities and accessories for rent.

The Client means the booking person.

Property Manager means Villa Manager.

Estate Manager means Estate Supervisor.

#### Prelude

By Acceptance of the following Terms and Conditions, it is assumed that the requirement hereunder have and will be complied with by the client(s) in full.

The payment of any deposit for the rental rate shall be taken as confirmation of acceptance of the following Terms and Conditions herein contained.

#### 1. BOOKING PROCESS

##### 1.1 Provisional Confirmation of Availability and Rates

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

Bookings are on a 'first-come, first-served' basis and are for a minimum of three (3) nights, to the exception of certain period and unless otherwise specified in the confirmation of availability.

The resort shall reserve the right to decline a booking without giving any reason.

##### 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 fifty percent (50%) of the Property rental must be paid to confirm a booking, unless otherwise specified in the confirmation of availability.

During the season of Christmas and New Year, fifty percent (50%) of the Property rental due is to be paid to confirm a booking.

Before the booking is confirmed the Resort shall reserve the right to increase or decrease the agreed rates without prior notice.

If funds of deposit are not received within 3 banking days the reservation shall be deemed to have been cancelled and the Resort has full right to allocate the Property to another Client.

## 2. PAYMENT

The outstanding balance must be paid at least 30 days before the day of arrival of the Client, unless otherwise specified in the confirmation of availability.

If the Resort does not receive the balance by the due date, it shall have the right to cancel the booking and all deposit will be forfeited.

If the booking is within 30 days of the scheduled arrival date, the whole balance of the Property rental is required to confirm the villa booking. This is applicable for all seasons.

## 3. CANCELLATION AND AMENDMENTS TO RESERVATION

The Client must notify the Resort in writing (email acceptable) in case it becomes necessary to cancel all or any part of the booking.

Such cancellation will take effect from the day the written confirmation is received.

The following cancellation charges will be applicable depending on when the notification of the cancellation is received in writing and the period of stay in the Property:

High, Intermediate and Prime Seasons:

14 days or more before arrival date: Forfeiture of all deposits shall be subject to be credited for 12 months from the date of the cancellation confirmation by the Resort's reservation department. Such credit can be used by the client or anyone on the Client's behalf for any reservation, during any period and solely for the Property initially reserved.

Within 14 days of arrival date: All payments will be forfeited.

Christmas and New Year Period: All payments will be forfeited.

The above cancellation charges also apply if the Resort cancels the booking due to non-payment of the balance.

If the dates of the booking are required to be changed or amended, this may be treated as a cancellation of the original booking and cancellation charges may apply.

## 4. ARRIVAL AND DEPARTURE TIMES

Check-in Time is 15:00pm and checkout time is 12:00pm. Early arrival and late departure may be accommodated depending upon availability of the Property at the time of arrival and/or departure as the case may be.

The Client is responsible for informing the correct arrival details (flight number) whenever an airport transfer is part of the Resort's service

## 5. ALTERATIONS AND CANCELLATIONS BY MISKAWAAN LIMITED

In the event of unforeseeable circumstances arising out, the resort will advise the Client at the earliest possible date. If we are unable to provide you with the Property booked, the Resort shall reserve the right to cancel the reservation. For example, but not inclusive, if the properties are damaged or rendered unusable the Resort will endeavor to locate an alternative property for the period required but no guarantee is given that this can be done. However, if this is not possible, or the Client does not wish to be transferred, the Resort will cancel the booking and refund deposit in full, less any bank transfer charges (if any). The Resort shall not be liable for any further obligations or claims by the Client.

## 6. REGISTERED GUESTS

Only Clients stipulated on the booking form may reside at the property as guests. The Client shall notify the Resort as soon as possible of any changes pertaining to the number of people staying at the Property, including children, must not exceed the maximum capacity indicated in the Property's description or elsewhere, except in the case of infants (under two years old), or unless specifically authorized.

Should the Resort find that the number of people staying at the property exceeds that on the booking form, the Client is bound to either pay the applicable additional charge as per the published rate or to vacate the property forthwith.

No camping is permitted in the property grounds.

Pets are to be negotiated with the resort prior to booking.

In case a party is to be organized within the Property for a number of guests in excess of 1.5 times the maximum occupancy of the Property, a surcharge of US\$ 1,200 or US\$ 600 (7% tax applicable) shall be imposed. In addition a guarantee deposit of US\$1,500 will be collected on site and from which a cleaning surcharge of up to US\$ 350 will be deducted before refund to the guests.

All charges will incur 10% Service Charge and 7% Taxes.

## 7. FOOD AND BEVERAGE

All guests must adhere to the Food & Beverage policy of Miskawaan such as:

- Breakfast is complimentary every morning until 10:30am.
- An extensive in villa dining menu is provided for guests to use in ordering meals.
- All beverages can be ordered from our beverage menu at the listed price.
- Guests are free to purchase and supply their own beverages at their own accord.
- Pre arrival purchase list items are available on guests request and will be frequently updated in pricing and distributed as changes are made.

## 8. SECURITY DEPOSIT

It is not standard practice that the property will ask for a security deposit; however each booking is assessed before arrival and therefore the property reserves the right to request a security deposit. Should Miskawaan foresee for it to be fit to ask for a deposit, the guest will be liable to be pay THB 10,000 per villa to their villa manager upon arrival. This is to cover the cost of any damage or breakage's during the rental period of the property.

Upon the client's request this amount will be returned to the client at the time of departure, less any such costs. The deposit may also be used to cover any bill charges.

## 9. INSURANCE

It is a condition of the booking that the entire party of the client is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

The Resort itself and on behalf of the owners of the rented Properties shall not be held obliged by the Clients and his member against all claims including any accidents or illness related to the use of the facilities of such Properties or locally procured by any third party's services such as, but not limited to, watercraft, water sports, jeep or motorbike rental.

The Resort shall not be responsible for any delay, additional expense or inconvenience caused directly or indirectly by outside events and beyond its control such as civil disturbances, fires, floods, severe weather, Acts of God, Acts of Government etc.

## 10. COMPLAINTS

Each unit of the Property varies in standard, quality and finish and there are differences in design and decor. Property descriptions as provided by the Resort on the website and elsewhere are made in good faith.

The Resort shall not be held responsible for any modifications made which are not mentioned on the website or anywhere else. The Resort shall not be held liable for unforeseen circumstances such as the breakdown of the supply of water, or electricity, nor of swimming pool chemical levels and filtration systems, drainage and sewage systems, telecommunications and internet services though we will use our best endeavours to arrange for any such problems to be solved quickly.

If there are any problem occurred during the rental period, which could not be solved by dealing directly with the local Property staff, the Resort 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 Resort will do as much as can be reasonably expected to avoid and rectify any problems that may occur, but shall not be held responsible for any problem.

Any complaints to be notified to the Estate Manager or the Resort shall be made in writing within 24 hours of the occurrence, and must then be notified before departure. Should a problem that has been notified remain unsolved, the Client shall lodge a complaint in writing to the Resort within 14 days of the completion of the rental period. If the Property is vacated before the end of the rental period without prior notification, 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 Property or Estate Manager.

## 11. CONDUCT & BEHAVIOUR

The Client shall be responsible for the correct and appropriate behaviour of the guests as well as the dependents staying at the property. Should any member of the party behave in a manner considered inappropriate, either the resort may at its absolute discretion ask the offending guest or member to vacate the property forthwith. If a case is so serious or illegal, it will be treated as a cancellation of the whole occupation of the Property and no refund can be claimed from the Resort.

## 12. STAFF AT THE VILLAS

Additional services such as baby sitters and/or drivers can be sourced, although such services will not be guaranteed and depend on availability. The Client is required to give as much notice as possible, especially at peak holiday seasons and the Resort shall try to assist. The rates for these services will be provided in advance and shall be paid as incurred direct to the Property Manager at the Property.

## 13. LINEN & TOWELS

Linen and towels are provided at the Property. Linen are normally changed every three (3) days and towels when necessary. If the Client requires more frequent changes there may be extra charges. Limited laundry facilities exist on site and charges are made per item. Outside services are also available for a small service charge and must be paid at the time incurred or latest at the time of departure.

## 14. VALUABLES

Personal safety-deposit boxes are provided in all properties. It is strongly recommended that they are for the use of the Clients to store specific items such as passports, cash, traveller's cheques etc.

Any valuables left at the property are the guest's sole responsibility. The Resort will not be held responsible for any loss or damage of personal valuables.

## 15. DUE CARE AND SUPERVISION

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

Furthermore, the Clients shall take extra care not to enter the Properties when wet as the floors can become very slippery. Damage or injury arising out of such result shall not be the responsibility of the Resort.

## 16. DISCLAIMER

Miskawaan Macau Limited is incorporated in and operates in compliance with the laws of Macau, Special Administrative Region of the People's Republic of China ("Macau SAR") and as such is not subject to any tax, contractual, corporate or liability laws of any type, that may arise under the laws of other foreign jurisdictions either by or through clients being incorporated, domiciled or otherwise subject to the laws of any such foreign jurisdiction.

## 17. AGREEMENT

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