

CHAWENG SEA VIEW VILLA

Terms and Conditions

All bookings are made with Chaweng Sea View Villa directly. Submitting the booking form shall be taken as confirmation of acceptance of the following conditions.

1. BOOKINGS

1.1 Provisional Confirmation of Availability and Rates

Upon receipt of a request for availability, the applicable Chaweng Sea View Villa rates and the amount of deposit required will be confirmed. Bookings are on a "first-come, first-served" basis and are for a minimum of three (3) nights.

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, and any excessive cleaning required upon departure (such as upholstery or rug shampooing, etc) or replacement of breakages. Fair wear and tear accepted.

1.3 Rates

Villa rental rates quoted by Chaweng Sea View Villa are on a per night basis. Check-in time is after 14:00, with check-out by 12:00 noon on the day of departure. Chaweng Sea View Villa requires a 3 night minimum stay and up to two weeks or longer during the Christmas, New Year, Easter or summer holidays.

Rates quoted allow for maximum occupancy of the villa as shown on the web site (8 persons, excluding children under 2 years). Only those persons stipulated on the booking form may reside at the property as guests. Please notify us as soon as possible of any changes. Rates include services of a Chaweng Sea View Villa representative to meet guests at the airport in Koh Samui and escort them to their villa; the cost of electricity, water, cleaning and gardening supplies and so on. All villas offered by Chaweng Sea View Villa are fully equipped with linen, crockery, utensils, and an initial supply of soap and toiletries.

1.4 Initial Deposit

An initial deposit of 50% of the Villa rental together with the completed Guest Booking Form must be received by Chaweng Sea View Villa before a confirmation can be issued. No contract will be issued between Chaweng Sea View Villa and yourself until funds have been received and accepted by Chaweng Sea View Villa. If funds are not received within 5 banking days the reservation shall be deemed to have been cancelled and Chaweng Sea View Villa reserves the right to allocate the Villa to another client.

Should the booking be cancelled, cancellation charges will become payable in accordance with the cancellation clause below.

Before the booking is confirmed and a contract comes into existence, Chaweng Sea View Villa reserves the right to increase or decrease the agreed prices. No contract will exist between Chaweng Sea View Villa and yourself until receipt of funds.

2. PAYMENT

Final payment consisting of the remaining balance must be received by Chaweng Sea View Villa at least 30 days prior to guest arrival (or 100% together with the Reservation Form if booked less than 30 days in advance of arrival). Failure to make the final payment on a timely basis will make reservations subject to automatic cancellation.

All rates for accommodation are quoted in Euro.

If the booking is made within 30 days of the arrival date, 100% of the cost of the Villa rental shall be due at the time of booking.

If Chaweng Sea View Villa does not receive the balance by the due date, Chaweng Sea View Villa reserves the right to cancel the booking and cancellation charges will apply.

3. CANCELLATIONS TO RESERVATION

If it becomes necessary to cancel all or any part of the booking, Chaweng Sea View Villa must be notified in writing (email acceptable). The cancellation will take effect from the day the written confirmation is received. The following cancellation charges will be payable depending on when the notification of the cancellation is received in writing:

- More than 30 days before arrival date: all payments will be forfeited but credited for 6 months from the date of the cancellation as confirmed by Chaweng Sea View Villa. The credit amount can be used by the client or anyone on their behalf for any reservation, during any period and solely for the villa initially reserved.
- Less than 30 days before arrival date: all rental payments (100%) are forfeited. A full or partial refund is solely applicable in the event that Chaweng Sea View Villa can secure a part or a full booking in the cancelled time period.

The above cancellation charges also apply if Chaweng Sea View Villa cancels the booking due to non-payment of the balance.

If the dates of the booking need 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 Chaweng Sea View Villa.

Early departure penalty will be applicable as in the other terms for cancellation. Chaweng Sea View Villa must be notified in writing (email acceptable). The cancellation will take effect from the day the written confirmation is received. All payments are forfeited but credited for 6 month from the date of departure. The credit amount can be used by the client or anyone on their behalf for any reservation, during any period and solely for the villa initially reserved.

4. ALTERATIONS AND CANCELLATIONS BY CHAWENG SEA VIEW VILLA

Though it is unlikely that Chaweng Sea View Villa will have to make any changes to confirmed arrangements, it does occasionally happen, and we will advise you at the earliest possible date. If, for any reason beyond our control, we are unable to provide you with the Chaweng Sea View Villa booking, Chaweng Sea View Villa shall reserve the right to cancel the reservation. For example, if the property is damaged or rendered unusable Chaweng Sea View Villa will cancel the booking and refund you in full, less any bank transfer charges. Chaweng Sea View Villa shall not be liable for any further obligations or claims by the client.

5. REGISTERED GUESTS

Please bring photocopies of everyone's passport with you. Otherwise the villa manager will check your passports and make the copies. Only those persons stipulated on the booking form may reside at the property as guests. Please notify us as soon as possible of any changes. The number of people staying at the property must not exceed the maximum capacity indicated in the webpage, except in the case of infants (under two years old). Should the owner or a Chaweng Sea View Villa representative find that the number of people staying at the property exceeds that on the booking form, additional guests will be subject to a per person, per day surcharge and may be asked to vacate.

Chaweng Sea View Villa regrets that no pets are allowed in the property grounds.

6. SECURITY DEPOSIT

A security deposit of Euro 1,000 will be paid to Chaweng Sea View Villa with the payment of the balance. This is to cover the cost of any damage or breakages during the rental period of the Villa. It may also be used to cover the costs of use of the telephones and other services. This amount will be returned to you after your departure, less any such costs. The deposit will be returned to the guest's bank account within 15 days after departure.

7. INSURANCE

It is a condition of the booking that the entire party 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). Chaweng Sea View Villa is not responsible for any and all claims, including any accidents related to the use of the Villa facilities or locally procured third party services such as, watercraft, water sports, jeep or motorbike rental etc.

As deposits and rental payments are not refundable after a reservation has been confirmed, we highly recommend to buy an all inclusive travel insurance which covers all your expenses if you have to cancel your journey, need medical treatment overseas or emergency evacuation, or extra costs because of luggage delay or loss, etc.

Chaweng Sea View Villa shall not be responsible for any delay, additional expense or inconvenience caused directly or indirectly by events outside Chaweng Sea View Villa's control such as civil disturbances, fires, floods, severe weather, acts of God, acts of Government etc.

8. LIABILITY

Chaweng Sea View Villa is in no circumstances responsible for any loss, expense, damage, claim or injury either directly or indirectly, consequential or otherwise whatsoever, however caused or incurred, whether arising in contract or otherwise in law or equity as a result of rendering of the services or accommodations as described or substituted, or by reason of military action, revolution or acts of God, or by any agents, employees, subcontractors, servants or third parties whatsoever supplying any of the services or accommodations herein or as substituted. If any accommodations and/or services are substituted, Chaweng Sea View Villa will act at all times in good faith and use its best efforts to substitute with accommodations and/or services of a type comparable to or better than those originally contracted. Chaweng Sea View Villa at their sole and unfettered discretion reserves the right to refuse or discontinue service to any person(s) and/or to rescind any contract for accommodations or guest services.

By acceptance of this contract and or the transfer of the 50% down payment, it is assumed by Chaweng Sea View Villa that this requirement has and will be complied with in full.

9.COMPLAINTS

Each Villa building is to the same overall standard, quality and finish but there are small differences in style and decor. The descriptions provided by Chaweng Sea View Villa on the website and elsewhere are made in good faith. Chaweng Sea View Villa accepts no responsibility for any modifications made which are not mentioned here or anywhere else. Chaweng Sea View Villa does not accept responsibility for the breakdown of the supply of water, or electricity, nor of swimming pool filtration systems, though we will use our best endeavors to arrange for any such problems to be solved quickly. If there are any problems during the rental period, which could not be solved by dealing directly with the local staff, contact Chaweng Sea View Villa immediately and Chaweng Sea View Villa will use its best endeavors to rectify the situation. Chaweng Sea View Villa will do as much as can be reasonably expected to avoid and rectify any problems that may occur, but cannot be held responsible for any problems. Any complaints must be notified to Chaweng Sea View Villa within 24 hours of the occurrence giving rise to the complaint.

Should a problem remain unsolved please make a complaint in writing to Chaweng Sea View Villa within 14 days of the completion of the rental period. 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.

No complaints will be considered if made after the departure date or if not acknowledged by the villa owner.

10. CONDUCT & BEHAVIOUR

The person signing the contract is responsible for the correct and appropriate behavior of the guests staying at the Villa(s). Should any member of the party not behave in such a manner, the owner or Chaweng Sea View Villa representative may at their absolute discretion ask the offending guest or guests to vacate the Villa forthwith.

In such a case, this will be treated as a cancellation of the original booking and no refund can be claimed from either Chaweng Sea View Villa or the villa owners or the local representative.

11. SOCIAL CORPORATE RESPONSIBILITY

Following the association with "The Code" developed by Kuoni Travel, Chaweng Sea View Villa the villa owners and/or the local representative endeavor to contribute to the fight against child prostitution and trafficking. Any possible offenders will be brought to the local authorities.

It is also prohibited to act unlawfully in any way whatsoever and to bring in and/or use/consume any illegal substances. Any offenders will be brought to the local authorities.

In addition, in line with its moral duty and respect for local employees, as well as for the safety of our valued guests, guests may not bring non-registered persons back to the villas under any circumstances. The local managers reserve the right to request anyone to vacate a property at any time.

12. STAFF AT THE VILLA

The service charge is 10% additional to the villa booking fee. Including in those services is the cooking for in-villa dining and snacks (see webpage for details), concierge service, shopping service and villa cleaning. Extra services such as those of catering for a party and/or drivers can usually be sourced. Please give ample notice as soon as possible; especially at peak holiday seasons and we shall try to assist. Chaweng Sea View Villa assumes no liability for such contracted staff. The rates for these services will be provided in advance and shall be paid by you as incurred.

13. LINEN & TOWELS

Linen and towels are included in the Villa. These are normally changed every three (3) days. If you require more frequent changes please contact the villa staff manager. Chaweng Sea View Villa Laundry facilities are available for the guests and are free of charge. Outside laundry and dry cleaning services are also available for a small service charge and must be paid at the time incurred.

14. VALUABLES

Any valuables left at the property are left at one's own risk. Neither Chaweng Sea View Villa nor the owners nor the staff are responsible for their loss or damage. Please make sure that no valuables lying around. There are safety boxes available in each bedroom.

15. DUE CARE AND SUPERVISION

As part of this agreement guests are required to take care when residing at the villa and be especially watchful of children playing in the gardens, near the entrance of the property, in the staircases, close to the tempered glasses, in the pool area and in the pool, the staircase to the gym, staircase up to the master bedroom, the office area and the steps down to the beach.

Furthermore guests are not permitted to enter the building when still wet from the pool because the floor can be slippery. Damage or injuries arising as a result shall not be the responsibility of Chaweng Sea View Villa or the villa owner in any way whatsoever.

16. APPLICABLE LAW

These conditions and any contract to which they apply are governed in all respects by Hong Kong SAR law and the Hong Kong SAR courts only shall have jurisdiction in relation to any claim or dispute arising out of, or connected with them.

17. AGREEMENT

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