

EliteAsia VillaRental - Phuket

Rental Terms and conditions

Elite Asia Villas will do whatever they can to make a Guests stay as enjoyable and relaxing as they can. We only ask that you and your Guests abide by these terms and conditions and respect the Villa and our staff. If you have any concerns or questions on these, please feel free to ask about it and many times, we can make adjustments that suit both parties as long as they are agreed in advance.

Bookings – Elite Asia Villas will accept your inquiry for booking. Bookings are on a 'first-come, first-served' basis and are for a minimum of three (3) nights. Elite Asia Villas reserves the right to decline a booking without giving any reason. A booking will be held confirmed once the initial deposit has been paid and the terms and conditions have been acknowledged.

Initial Deposit - An initial deposit of 50% of the Villa rental must be paid before the booking is confirmed and a contract comes into existence. No contract will exist with Elite Asia Villas until the funds and booking form has been received and accepted by Elite Asia Villas. If funds are not received within 5 banking days the reservation shall be deemed as being cancelled.

Payment - Payment of the outstanding balance must be paid at least 30 days before the day of arrival. If Elite Asia Villas does not receive the balance by the due date, Elite Asia Villas reserves the right to cancel the booking and cancellation charges will apply. If the booking is within 30 days of the arrival, 100% of the Villa rental shall be due at the time of booking.

Cancellations and Amendments to Reservation - If it becomes necessary to cancel all or any part of the booking, ATV 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:

- 60 days or more before arrival date: Deposit 100% returned.
- Within 30 days of arrival date: All rental payments are forfeited.

The above cancellation charges also apply if ATV cancels the booking due to non-payment of the balance as per this agreement. If the dates of the booking require be changed or amended, cancellation charges shall not apply. Any change to the original reservation is subject to the approval of Elite Asia Villas, but Elite Asia Villas will make every effort to changes the booking dates to suit both parties. Any changes in bookings may require additional monies if the booking dates move into a higher seasonal charge.

Arrival and Departure times - Guests should assume the Check-in time is after 2pm, and checkout time is prior to 12 noon, unless otherwise agreed. Elite Asia Villas try not to book customers in or out on the same day, so check in and checkout times are usually flexible,

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but this is not guaranteed, so please ask in advance.

Alterations and cancelations by Elite Asia Villas - Although it is unlikely that Elite Asia Villas 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 Villa, ATV villa shall reserve the right to cancel the reservation. For example, but not inclusive, if the property is damaged or rendered unusable Elite Asia Villas 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 you do not wish to be transferred, Elite Asia Villas will cancel the booking and refund in full the amount paid to Elite Asia Villas. Elite Asia Villas shall not be liable for any further obligations or claims by the client.

Registered Guests - Only the agreed amount of 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 website or elsewhere, except in the case of infants (under two years old), or unless agreed in advance. Should the owner or the local representative find that the number of people staying at the property exceeds that on the booking form, he may, at the absolute discretion of Elite Asia Villas, ask the extra person or persons to vacate the property forthwith.

If you have Guests at the Villa for services such as massage, private chefs, caterers or any other third party, they are the responsibility of the signed Guests and bound by these terms and conditions. Any damage or theft of property by these third parties will be the sole responsibility of the Guests.

Other conditions

- No camping is permitted in the property grounds.
- No pets are allowed on the entire property.
- No smoking is permitted inside the Villa at any time.

Security Deposit - A security deposit of 10,000 THB is payable on arrival or with the final payment. This is to cover the cost of any damage or breakage's during the rental period of the Villa's or their contents, or any food, drinks or other items purchased on behalf of the Guests prior or during their stay.

For Security Deposit paid for on arrival, Security deposit will be returned in as much of the original currency as possible – for example, if the security deposit was paid in USD\$, then Elite Asia Villas will return as much of the remainder of the security deposit in USD\$, with any small amounts in Thai Baht to make up any small differences.

For security deposit paid for with bank transfer that the customer wants returned via bank transfer, all bank charges, in both directions will be the Customers responsibility.

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If Customer would like the remainder of a transferred security deposit paid locally, then it will be returned in Thai Baht at the rate according to the Bangkok Post newspaper on that day.

Damage and Breakage - Damages to the property, or any contents will be charged at a rate to repair the damage to at least equal to the original condition.

All Elite Asia Villas are non smoking on the inside of the Villa. If persons are found to be smoking inside the Villa, then Elite Asia Villas has the right to have any bedding, curtains, floor covering or other soft furnishings dry cleaned at the expense of the Guest. Any burns or marks on lounge may require more extensive repairs and/or furniture being recovered and that will be the responsibility of the Guest.

Breakages will be charged at the cost of the item plus any travel or shipping costs to replace the broken item.

Missing Items – Any missing items for the Villa will be charged at replacement value. This includes, but is not limited to, towels, bedding, robes, slippers, CD's, DVD's, torches, notepads, games, silks, artwork, umbrellas, computer or electronics equipment, kitchen equipment, silverware, toiletries.

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). Elite Asia Villas is held harmless by you and your party against all claims including any accidents related to the use of the Villa facilities or locally procured third party services such as, but not limited to, watercraft, water sports, jeep or motorbike rental.

Elite Asia Villas shall not be responsible for any delay, additional expense or inconvenience caused directly or indirectly by events outside Elite Asia Villas control such as civil disturbances, fires, floods, severe weather, Acts of God, or acts of Government etc.

By acceptance of this contract it is assumed by Elite Asia Villas that this requirement has and will be complied with in full.

Complaints - Elite Asia Villas does not accept responsibility for the breakdown of the supply of water, or electricity, or 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 Villa staff please contact the manager immediately and he will use its best endeavors 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 most urban environments. Elite Asia Villas 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 Elite Asia Villas manager within 24 hours of the occurrence-giving rise to the

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complaint. Should a problem remain unsolved please make a complaint in writing to Elite Asia Villas 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.

Conduct and behaviors - The person signing the contract is responsible for the correct and appropriate behavior of the guests staying at the Villa. Should any member of the party not behave in such a manner, Elite Asia Villas owner or local representative may at their absolute discretion ask the offending guest or guests to vacate the Villa forthwith.

Staff at the Villa - The services of staff are included at the villa – maid, Chef and Manager. Additional services such as those of cooks and/or drivers can usually be sourced, although such services cannot be guaranteed. Please give ample notice as possible; especially at peak holiday seasons and we shall try to assist. Elite Asia Villas can assume no liability for such contracted staff. The rates for these services will be provided in advance and shall be paid as incurred direct to the Manager at the Villa.

Valuables - Any valuables left at the property are left at one's own risk. Neither Elite Asia Villas nor the owners nor the staff is responsible for their loss or damage.

Due care and supervision - As part of this agreement Guests are required to take due care when residing at the villa and especially children playing in the gardens; near the entrance from the main road; near or in the pool, on the beach, including the sea. Furthermore Guests are reminded not to enter the Villa wet, as the floors can be slippery. Injury, damage or injury arising shall not be the responsibility of Elite Asia Villas in any way whatsoever.

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

Elite Asia Villas reserve to right to amend this agreement from time to time to reflect changes in policy. However, Elite Asia Villas will abide by these terms and conditions once acknowledged as part of a booking contract.

Agreement - We agree to the above conditions and do hereby agree to above. An email with this agreement attached with you acknowledgement and agreement of this document in the body of the email, or a signed fax of this document in full is required prior to arrival at the Villa.

Signed

Date ____/____/____

Guest Name