



The Mandalay Samui Developments
Holiday Villa Rental
2010

Fact Sheet
Terms and Conditions



Type: High End Villa **Features:** Ocean and sunset View **Size:** 370sqm **Bedrooms:** 3 **Bathrooms:** 4 **Pool:** Private, infinity
Parking : Private **Maximum Guests :** 6

The Mandalay Villa offers you a modern luxury tropical lifestyle, with the advantage of being situated in a beautiful part of the island but also within easy reach of the main shopping areas and a plentiful choice of restaurants. There is only one villa is available for rent in the award-winning development. The development boasts breathtaking panoramic views across the ocean, and the serenity and peace of an oasis within its own grounds. The villas have 3 en-suite bedrooms and open plan dining, and living area, and also have an edge infinity pool to refresh yourself, a Sala, ample sun terrace to relax, Jacuzzi, and Sauna to enjoy the tropical lifestyle in your own paradise. The villas are designed to offer perfect ocean, and sunset views from the living room and the master bedroom, and the villa also benefits from an abundance of natural light. It is fitted out using natural materials, combined with quality appliances to provide a harmonious and refined lifestyle. The master bedroom boasts a spacious walk-in wardrobe and its own sauna with ocean view. The lower level consists of an open plan kitchen, living, and dining room, which lead onto the sundeck, and infinity edge pool. A perfect location and an unbeatable quality finish combine to provide superb standards, with a lifestyle most people can only dream about. More information, and photo gallery at www.mandalaysamui.com

Location :

The villas are situated on the north-east side of Koh Samui, at Choeng Mon, overlooking the spectacular unspoilt coast of Plai Laem home to some of the most beautiful beaches on the island.

Closest Beach (Six Sense)	-	2 min
Choeng Mon Beach	-	5 min
Koh Samui International Airport	-	10 min
Fisherman's Village	-	10 min
Chaweng Beach	-	15 min
Santiburi Golf Course	-	20 min

Villa Rates :

Daily Rates from 450,-USD to 650,-USD

Standard Season (Apr 1 – June 30, October 1 – December 15): **450,-USD**

High Season (Jan 15 – March 31, and July 1 – September 30): **550,-USD**

Premier Season (15 Dec – 15 Jan) : **650,-USD**

Bonus nights promotion available during Apr 1 – June 30, and Sep 15 - Dec 15

Minimum stay of 3 nights, 14 nights over Christmas and New Year, 5 nights for High and Prime Season

Daily Rates subject to 10% service charge and 7% tax

Facilities :

Wifi - ADSL

42" LCD, UBC Satellite, LG Sound System, CD/DVD at the Living Room

36" LCD, CD/DVD Player in each bedroom

Fully equipped kitchen with built-in fridge, and freezer, microwave oven, combined oven, dishwasher, ceramic hob

Fully furnished in contemporary modern design, including linen, towels, etc...

LG Plasma Air Conditions in every Bedroom, and in the Living Area

Sauna

Outdoor Jacuzzi

Tropical Rainshower

Infinity Pool

Sala with Daybed

Services :

24 hrs security

daily cleaning, and maid service

concierge services for all tours and activities, private trips can be arranged

'Welcome Mini Bar' with the selection of drinks and snacks

Terms and Conditions :

The payment of any deposit for the rental rate shall be taken as confirmation of acceptance of the following conditions.

1. Booking Process

1.1 Provisional Confirmation of Availability and Rates: Upon receipt of a request confirmation of availability, the applicable Villa 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 Mandalay Samui Developments (MSD) reserves the right to decline a booking without giving any reason.

1.2 Exclusions & Additional Charges: Rates do not include baggage handling, gratuities, telephone charges, car rental, food, soft drinks and/or liquor (except of 'Welcome Mini Bar') , 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 three (3) nights 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 villa rental due is to be paid to confirm a booking.

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

If funds are not received within 5 banking days the reservation shall be deemed to have been cancelled and MSD reserves the right to allocate the Villa to another client.

Should the booking be cancelled, cancellation charges will become payable in accordance with Paragraph 3 hereto.

1.4 Balance Payment

Transfer of the outstanding balance must be paid at least 30 days before the day of arrival, unless otherwise specified in the confirmation of availability. Should the booking be made within 30 days of arrival the full payment is due upon confirmation and prior to arrival.

2. Payment

Payment can be made either international bank transfer, net of bank fees, or cash. If MSD does not receive the balance by the due date, MSD reserves the right to cancel the booking and cancellation charges will apply.

If the booking is confirmed within 30 days of the arrival date, the whole amount of the Villa rental is to be paid at the time of booking. This is applicable for all seasons.

3. Cancellation And Amendments To Reservation

If it becomes necessary to cancel all or any part of the booking, MSD 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 applicable depending on when the notification of the cancellation is received in writing and the period of stay in the Villa:

High and Premier Seasons: 30 days or more before arrival date : All Payments are forfeited but credited for 12 month from the date of the cancellation confirmation by MSD. The credit value can be used by the client or anyone on their behalf for any reservation, during any period upon availability and solely for the villa initially reserved.

Within 30 days of arrival date : All rental payments are forfeited. A full or partial refund is solely applicable in the event that MSD secures another reservation covering partially or fully the initial cancelled reservation.

Christmas and New year Period : For any cancellation after the deposit and/or balance payment, all payments are forfeited and a full or partial refund is solely applicable in the event that MSD secures another reservation covering partially or fully the initial and cancelled reservation.

The above cancellation charges also apply if MSD cancels the booking due to non-payment of the balance. If the dates of the booking require 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 MSD.

4. Arrival & Departure Times

Guests should assume that the Check In Time is 3:00pm and Check Out time is 10.30 am (early arrival and late departure will depend upon availability of the villas at the time of arrival or departure).

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

5. Alterations And Cancellations By MSD

Though it is unlikely that MSD 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 booked, MSD shall reserve the right to cancel the reservation.

For example, but not inclusive, if the properties are damaged or rendered unusable, MSD will cancel the booking and refund in full, less any bank transfer charges, the amount paid to MSD for the Villa. MSD shall not be liable for any further obligations or claims by the client.

6. Registered Guests

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, including children, must not exceed the maximum capacity indicated in the property description or elsewhere, except in the case of infants (under two years old), or unless specifically authorized.

Should the owner or the local representative find that the number of people staying at the property exceeds that on the booking form or the maximum capacity of the villa, he may, at the absolute discretion of MSD, ask the extra person or persons 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.

MSD regrets that no pets are allowed on the entire property.

In case a party is to be organized within the property for a number of guests in excess of 1.5 times of the maximum occupancy of the villa, a surcharge of US\$ 1,000 (subject to 7% tax), is applicable. 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 (subject to 7% tax) will be deducted before refund to the guests.

7. Security Deposit

A security deposit (US\$ 1,500) may be payable to MSD with the payment of the balance. This is to cover the cost of any damage or breakage's during the rental period of the Villas or their contents. It may also be used to cover the cost of the use of telephones and other services.

If requested this amount will be returned to you at the time of departure, less any such costs.

8. Insurance

It is a mandatory 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).

MSD or the owner of the rented properties are 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.

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

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

9. Complaints

Property descriptions as provided by MSD, on the website and elsewhere, are made in good faith.

MSD accepts no responsibility for any modifications made which are not mentioned on the website or anywhere else. MSD, the villa owner and/or the local representative can not be held liable for the breakdown of the supply of water, or electricity, or internet connection nor of swimming pool filtration systems, though we will use our best endeavours 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 villa staff, contact MSD or its local representative immediately and MSD 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. MSD 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 beyond its control.

Any complaints must be notified to MSD within 24 hours of the occurrence giving rise to the complaint, and must then be notified in writing to MSD before departure. Should a problem that has been notified remain unsolved please make a complaint in writing to

MSD 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 complaint will be considered if made after the departure date or if not acknowledged by the villa owner, MSD or the local representative.

10. Conduct & Behaviour

The person paying the deposit for the villa rental is responsible for the correct and appropriate behavior of the guests staying at the Villa. Should any member of the party behave in a manner considered inappropriate, either MSD, the villa owner or the local 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 MSD or the villa owners or the local representative.

11. Social Corporate Responsibility

Following the association with "[The Code](#)" developed by [Kuoni Travel](#), MSD, 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 the local employee, as well as for the safety of our valued guests, it is not authorised to bring male or female joiners met on site back to the properties under no circumstances. The MSD's managers reserve the right to request anyone to vacate a property at any time.

12. Staff At The Villas

The services of some staff may be included at the villas (i.e. Villa Managers, maid, handyman, Thai Chef). Additional services such as those of baby sitters and/or drivers can be sourced in advance, or on site upon request, although such services cannot be guaranteed and depend on availability.

We recommend the Guests provide as much notice as possible, especially during peak holiday seasons and we shall try to assist. MSD or the local representative can assume no liability for such contracted staff. The rates for these services will be provided in advance and shall be paid as incurred directly to MSD or it's representative.

13. Linen & Towels

Linen and towels are provided at the Villas. These are normally changed every three (3) days. If you require more frequent changes there may be extra charges. Outside laundry 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 safe are provided in all villas. It is strongly recommended that they are used to store valuable items such as passports, laptop computers, cash, traveller's cheques, mobile phones, cameras etc.

Any valuables left at the property are the guest's sole responsibility. Neither MSD nor the staff can be hold responsible for any loss or damage of personal property.

It is advised for Guests to ensure that all doors and windows remain locked at night to avoid any temptation.

15. Due Care And Supervision

As part of this agreement, Guests are required to take due care when residing at the villas and be especially watchful of children playing in the gardens, near the entrance from the main road; near or in the pool or Jacuzzi, on the beach, or in the sea.

Furthermore Guests are not permitted to enter the Villas when wet from swimming as the floors can be slippery. Damage or injury arising as as result shall not be the responsibility of IPSL, the Villa owners or the local representative 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 conditions and do hereby agree to the application of the above Terms and Conditions to our reservation.

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Owner

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Guest