



## **Upni Duniya Booking & Reservations Terms and Conditions** (attachment 2)

**Upni Duniya Luxury Villas Co., Ltd. - trading as Upni Duniya (UD)**

### **1. Booking Process**

**1.1 Provisional Confirmation of Availability and Rates** - Upon receipt of an enquiry, our reservations office will confirm availability with our seasonal rates and booking terms. Bookings are for a minimum of four (4) nights, with the exception of certain periods and unless otherwise specified in the confirmation of availability. UD reserves the right to decline a booking without giving any reason.

**1.2 Exclusions & Additional Charges** - Rates do not include gratuities, telephone, fax and telegram charges, car rental, food, soft drinks and/or liquor, spa and massage, laundry and dry cleaning, transportation service (excluding airport transfers) 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 (all of which is non commissionable). Fair wear and tear accepted.

**1.3 Initial Deposit** - An initial deposit of 30% of the Villa rental must be paid to confirm a booking, unless otherwise specified in the confirmation of availability. If funds are not received within seven (7) banking days the reservation shall be deemed to have been cancelled and UD 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.

### **2. Payment**

Transfer of the 2nd payment – 30% must be paid at least 60 days before the day of arrival, unless otherwise specified in the confirmation of availability. The final balance of 40% must be paid 30 days prior to the booking date. If UD does not receive the balance by the due date, UD 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. Please be aware that there will be a service charge added for payments made by credit card ( Visa/Master – 3% and American Express – 4%).



### 3. Cancellation and amendments to reservation

If it becomes necessary to cancel all or any part of the booking, UD 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:

**30 days or more before arrival date:-** All Payments are forfeited but credited for 6 months from the date of the cancellation confirmation by UD reservation department. The credit amount can be used by the client or anyone on their behalf for any reservation, during any period **SUBJECT TO AVAILABILITY** and solely for the villa initially reserved.

**Within 30 days of arrival date:-** All rental payments are forfeited. The above cancellation charges also apply if UD 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 UD.

For early departure all rental payments are forfeited.

### 4. Arrival & Departure Times

Guests should note that the Check In Time is 3:00pm and Check Out time is 12:00 pm (early arrival and late departure will depend upon availability of the villas at the time of arrival or departure). Early check-in and late check out may be subject to additional charges.

The guest is responsible for informing the correct arrival details (flight number)



## **5. Alterations and cancellations by UD**

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

For example, but not inclusive, if the properties are damaged or rendered unusable UD will endeavor to locate the Guests to an alternative property for the period required but no guarantee is given that this can be done. However, if this is not possible, or Guests do not wish to be transferred, UD will cancel the booking and refund in full, less any bank transfer charges, the amount paid to UD for the Villa.

UD shall not be liable for any further obligations or claims by the client.

## **6. Registered Guests**

Only those persons stipulated on the booking form – “named client and his guests” 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 18, except in the case of children (under twelve years old sharing with parents), or unless specifically authorized.

Should UD find that the number of people staying at the property exceeds that on the booking form or the maximum capacity of the villa, it may, at the absolute discretion of UD, 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.

UD 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\$ 2,000 (+ service charge 10% and VAT 7%) applies. In addition a guarantee deposit of US\$2,000 will be collected on site and from which a cleaning surcharge of up to US\$ 500 (+ service charge 10% and VAT 7%) will be deducted before refund to the guests.



## **7. Child Policy**

In addition to 18 adults (12 years and older) we will permit one child (under 12 years old) per room, providing they are sharing with their parents.

## **8. Security Deposit**

A security deposit of ONE nights rental is payable to UD 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. This amount will be returned to you at the time of departure, less any such costs. Tour Operators / Agents are required to hold a security deposit on their clients behalf of a similar amount. This deposit may be released back to the Client 7 days after departure providing there are no claims by UD.

## **9. 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). UD or the owners 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.

UD shall not be responsible for any delay, additional expense or inconvenience caused directly or indirectly by events outside of UD'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 UD that this requirement has and will be complied with in full.



## **10. Complaints**

A full property description is available on the website and is made in good faith.

UD accepts no responsibility for any modifications made which are not mentioned on the website or anywhere else. UD, 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 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 villa staff, contact UD immediately and UD will use its best endeavors to rectify the situation. UD 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 UD within 24 hours of the occurrence giving rise to the complaint, and must then be notified in writing to UD before departure. Should a problem that has been notified remain unsolved please make a complaint in writing to UD within 7 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, UD or the local representative.

## **11. Conduct & Behavior**

The named Client will be 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 UD, 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 UD or the villa owners or the local representative.

## **12. Social Corporate Responsibility**

Following the association with "The Code" developed by UD, 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 employees, as well as for the safety of our valued guests, it is not authorized to bring male or female "joiners", met on the island, back to UD under any circumstances. The Villa Manager reserves the right to request anyone to vacate a property at any time.

## **13. Staff at the Villa**

The services of 14 staff is included at the villas (i.e. Villa Manageress, maid, handyman, 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 Guests provide as much notice as possible, especially during peak holiday seasons and we shall try to assist. UD 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 the Villa Manager.

## **14. Linen & towels**

Linen and towels are provided at the Villas. These are normally changed every other day. If you require 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.



## **15. Valuables**

Personal safes are provided in all rooms. It is strongly recommended that they are used to store valuable items such as passports, cash, and traveller's cheques, mobile phones, cameras etc.

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

## **16. Due care & Supervision**

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

Furthermore Guests are requested not to enter the rooms when wet from swimming as the floors can be slippery. Damage or injury arising as a result shall not be the responsibility of UD in any way whatsoever. Please refrain from smoking in all / any of the rooms – the garden is available for this purpose.

## **17. Applicable Law**

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

## **18. Force Majure.**

If the Contract becomes impossible to perform by either party because of Acts of God, acts of terrorism in Thailand, severe civil disorder in Thailand or other emergencies making it illegal or impossible to provide the facilities or to hold the program, the contract may be terminated for one or several of these reasons by written notice from one party to the other provided that the reasons of the termination are in effect 30 days prior to the arrival of the first member of the group.