# BOOKING AGREEMENT

# TERMS & CONDITIONS

# VILLA AQUA ("the Property")

*Revised September 2026*

We, TLS Travel Group Limited ("TLS" or "we" or "our") act as representative of Owner of the Property ("the Owner") and this Terms and Conditions ("this Terms and Conditions") shall form the terms and conditions of the booking agreement of the Property ("Booking Agreement"). As the person making the booking, you ("the Lessee" or "you" or "yourself") are responsible for the actions and behavior of everyone (including yourself) in the group ("Group" or "Guest"). You are also responsible for obtaining their permission before providing us with their personal data.

## 1. Arrival and Departure Times

Standard check-in time is 3:00 p.m. and check out time 12:00 nn unless other arrangements have been made and agreed upon by the Owner.

Early arrivals or late departure times are subject to the availability of the Property and extra fees will be imposed. Please refer below for the applicable corresponding fees:

Check - in Time:
From 9:00 a.m. and onwards - 50% of the regular daily rate
Before 9:00 a.m. - 100% of the regular daily rate
** These additional fees include the cost of our chef to prepare lunch.*

Check - out Time:
Until 6:00 p.m. - 50% of the regular daily rate
After 6:00 p.m. - 100% of the regular daily rate

## 2. Registered Guest

Only the specified number of Guests listed in the Booking Agreement at the time of booking may reside on the Property. The number of Guests given at the time of the booking is the maximum number of Guests allowed. If the Owner or a representative of the Owner ("the Representative") determines that an additional number of Guests are staying at the Property, it is the absolute discretion of the Owner or the Representative to ask the extra guest or the Guests to vacate the Property. Otherwise, each additional guest will be charged a published rate of $300 USD per night. No camping is permitted in the grounds or gardens. The Lessee and all Guests agree to follow and abide by the rules and regulations of the estate where the villa is situated.

A maximum of two (2) children under the age of 2 may stay free of charge when using existing bedding, unless otherwise specified in the Booking Agreement. Any additional children may be subject to extra charges and prior approval by the Owner.

## 3. Minimum Stay Requirements

There is a minimum 3 nights stay requirements for most of the year. For Peak Seasons (Christmas & New Year), the minimum stay is 14 nights. For holidays such as Chinese New Year, the minimum stay is 5 nights and Easter, the minimum stay is 4 nights

**4. Weddings and Events**

There are no weddings or events allowed at the Property. For the purpose of this Terms and Conditions, an 'event' shall hereby be defined as any gathering within the Property that exceeds its maximum occupancy. If you take it upon yourself to host additional visitors while staying at the Property, you will be held responsible for any additional costs associated, each additional guest will be charged a published rate of $88 USD per day when there is over 20% specified number of Guest listed in the Booking Agreement.

**5. Payment Requirements**

Booking the Property less than six months prior to arrival date, a non-refundable deposit of at least 50% of the total amount is due within 5 calendar days upon booking.

Booking the Property more than six months before to the arrival date, a non-refundable deposit of at least 25% of the total amount is due within 5 calendar days upon booking and another 25% is due 6 months prior to the expected arrival date.

Full payment is due 45 days prior to the arrival date.

**6. Security Deposit**

A security deposit is required by the Owner prior to the arrival date.

The security deposit will be authorized on credit card 48 hours before arrival or can be paid by bank transfer 10 days before arrival. The security deposit will be released or returned to the Lessee within 48 hours after check out.

In the event that the Property incurred damages or any breakages during the stay of the Guest, the costs will be deducted from the security deposit. This excludes normal and acceptable wear and tear.

The condition of the Property will be judged at the sole discretion of the Owner or the Representative. If the value of damages or breakages exceeds the amount of security deposit, the Lessee will be held liable to pay the outstanding amount to the Owner forthwith upon demand.

The security deposit will also be used for all costs and charges incurred by the Lessee and his guests if any such costs and charges (such as extra guests, event fee, food and beverage, etc.) are not paid in full.

**7. Cancellation Policies**

All cancellations made by the Lessee are subject to penalties below:

A) If the Lessee cancels the reservation 45 days or more prior to arrival date, all payments are forfeited but credited for 12 months from the date of the cancellation confirmation by the Owner. The credit value can be used by the Lessee or anyone on his or her behalf for any reservation, during any period upon availability and solely for the Property initially reserved.

B) If the Lessee cancels the reservation within 45 days prior to arrival date, all booking payments are forfeited. A full or partial refund is solely applicable in the event that the Owner secures another reservation covering partially or fully the initial canceled reservation.

C) Christmas and New Year Period, for any cancellation after the deposit and/or balance payment, all payments are forfeited. However, a full or partial refund is solely applicable in the event that the Owner secures another reservation covering partially or fully the initial and canceled reservation.

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

D.) If the Lessee fails to pay any required additional deposits or remaining balance of booking payment by the applicable due date, all payments are forfeited.

**8. AIRPORT CLOSURE / CONFLICT POLICY**

The following policy is strictly applicable in the event of sudden airport closures due to armed conflict or a state of war:

- This policy is triggered only if the primary international airport in the Lessee's country of residence (as indicated in the Booking Agreement) is officially closed due to war or armed conflict on the scheduled day of departure;
- The closure must directly prevent the Lessee from departing their country of residence for the Property;
- The Lessee must notify the Owner immediately upon the official announcement of the closure;

Given the conditions stated above, the booking will be covered by the following terms:

- All payments received will be converted to a credit amount that may be used for a future booking with stay dates falling within a period of 6 months from the date of the original scheduled arrival;
- The credit amount can be used by the Lessee or anyone on his or her behalf;
- The credit is applicable solely for the Property originally booked;
- The new booking will follow the applicable rates, inclusions, minimum nights, and booking terms at the time of re-booking; and
- Any unused credit value is non-refundable.

**9. COVID-19 CANCELLATION POLICY**

The Covid-19 policy is applicable under the following circumstances:

- If the Lessee cancels the reservation due to government-enforced travel restrictions or mandatory quarantines;
- The above events occur or become in effect no earlier than 45 days and no later than 7 days before the arrival date;
- Any of the above factors directly affect at least ⅓ of the Group;
- The Lessee may be required to provide official documents if necessary for verification; and
- The Lessee must confirm the cancellation no later than 7 days prior to their arrival.

Given all conditions stated above, the booking will be covered by the following terms:

- All payments received will be converted to a credit amount that may be used for a future booking with stay dates falling within a period of 12 months from the supposed check-out date;
- The credit amount can be used by the Lessee or anyone on his or her behalf;
- The credit is applicable solely for the Property originally booked;
- The new booking will follow the applicable rates, inclusions, minimum nights, and booking terms at the time of re-booking; and
- Any unused credit value is non-refundable.

While we assure the coverage stipulated in this policy, we highly encourage all Guests to acquire a travel insurance as financial protection.

**10. Amendments**

Any amendments requested by the Lessee to be made to the reservation dates after booking confirmation are considered to be a breach and is considered to be a forfeit of the Booking Agreement. All payments made are subject to the cancellation conditions stated in Clause 7 of these Terms and Conditions.

In the unlikely event that the Owner is unable to accommodate the Lessee at the Property booked by the Lessee for any reason (including the sale of the Property and force majeure), the Owner reserves the right to transfer the Lessee and their party to an alternative property of the similar type and value, in consultation with the Lessee. If the price of the substituted property is less than the original booking, the difference will be reimbursed to the Lessee. If the price of the substituted property is higher than the original booking, the difference may be charged to the Lessee.

If, however, after reasonable effort by the Owner, no alternative of similar type and value is available and/or no agreement can be reached between the Owner and the Lessee, then either the Owner or the Lessee may opt to cancel the booking and this Booking Agreement. In that event, the Owner will refund the Lessee of the whole amount based on unconsumed booking, without further compensation.

**11. Lessee Insurance**

All Guests including you are required to have both liability and comprehensive travel insurance that provides coverage, including, but not limited to, cancellation, loss and damage to baggage and other property, and flight delays. All Guests including you should also carry health coverage that includes, but is not limited to evacuation and repatriation. We and the Owner shall not be held liable to the Guests and you for any and all claims, including any accidents related to the use of the Property, facilities or locally procured third party services such as watercraft, water sports, jeep or motorbike rental etc.

**12. Force Majeure**

In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil war, lockout, interference of trade unions, suspension of labour, fire, accident, act of terrorism or of any circumstances arising or action taken beyond or outside the reasonable control of the Owner, preventing it from the performance of any obligation in terms hereof (any such event herein called "force majeure") then we and the Owner shall be relieved of the obligations in terms of this Booking Agreement during the period that the force majeure continues and shall not be liable for any delay or failure in the performance of any obligations herein contained or loss or damage which the Lessee may suffer due to or resulting from the force majeure.

**13. Complaints**

Any problems or complaints that occur during the booking period should be discussed first with the local staff. If the staff is unable to quickly resolve the issue, please consult the Representative, who will rectify the situation to the best of their professional ability. We and the Owner cannot be held liable for issues such as interruptions to water supply, electricity, Internet connection, cable TV, or breakdowns of lifts or pool filtration systems. The Owner will do everything within reasonable expectation to avoid complaints in the first place, and it should be understood that when staying in a less developed and remote resort location, the infrastructure, local standards, and conditions are typically less developed than in urban environments. In case of complaints, Lessee should do it by writing to the Owner within 24 hours when the issue occurred. Complaints made after checkout will not be considered.

**14. Conduct and Behavior**

When booking the Property, the Lessee shall be responsible for the Guests' behavior. If any Guest behaves in an inappropriate manner, the Owner and/or the Representative, at their absolute discretion, may ask the offending party to leave the Property. In this case, no refund shall be claimed by the Lessee. In addition, the Owner and the Representative reserve the right to enter the Property at a reasonable time in order to gain access to complete repairs, perform maintenance, or to show the Property to prospective lessee.

**15. Social Corporate Responsibility**

Unlawful possession, use or consumption of any illegal substances is prohibited in the Property. Unlawful behavior is also prohibited. The Police will be contacted immediately if there is any violation. No refunds shall be made in these circumstances.

For the safety of our Lessee and local employees, as well as for protection of Property, you and the Guests are not allowed to bring male or female joiners back to the Property.

**16. Property Staff**

Staff service is included in your stay at the Property from 7 am to 10 pm. On occasion, and with prior notice, they are also available for late-night special events or early morning breakfast (Extra hours can be charged at the discretion of the Property policy). At your own discretion, a tip may be given upon departure.

The Property employs a mixed team of staff members, which may include both male and female staff.

Additional services such as babysitting and drivers can be arranged in advance and are subject to availability and additional charge. Asking staff to look after minor children is not allowed. The Lessee must allow staff such as pool maintenance workers and gardeners access to the grounds in order to complete their work.

Should there be a request for change or addition of staff, there will be an extra charge of US$ 75 for each staff per night.

**17. No Pets**

You and the Guests are not allowed to bring pets in the Property and on surrounding properties.

**18. No Smoking**

Smoking is NOT permitted inside the Property. Smoking is only allowed outside on the grounds, where an ashtray can be provided by the staff of the Property. Shishas and Hookah are prohibited in Property in accordance to Thai Government laws.

**19. Noise**

Noise must be kept at a reasonable minimum level, especially from 11 pm to 8 am.

**20. Food and Beverages**

All bookings include Chef Service for Breakfast, Lunch, Dinner, and Snacks. All food and beverages purchased on behalf of you and the Guests are charged at a price of cost plus a % surcharge that covers food preparation, transportation, time involved in the shopping and cooking process, and the use of the kitchen.

**21. Linens and Towels**

Linens and towels are provided by the Property and due to our eco-friendly Save the Planet policy, linens are changed every three days, more often if necessary. Towels are replaced after placement in the towel basket. Additional charges may apply if more frequent changes are needed. Items such as bedding, washing, or clothing articles should not be hung where it is visible to another residence or common property nearby. Laundry of personal clothing by a third party can be arranged at the Lessee's cost and the Owner shall not be held liable for any loss or damage by the third party.

**22. Transfers**

Any transfers may be arranged through our Guest Experience Specialist.

**23. Utilities**

Utility costs are included with the Rental Fee. Windows must be closed while air-conditioning is in use. The Property abides with an eco-friendly policy. Therefore, we request that all air-conditioning must be switched off when you and the Guests need to go out or stay long outside of the Property; Property staff may comply with this policy. If not respected, however, the Lessee may be charged for extra cost on the electricity bill. For optimal performance, efficiency, and guest comfort, we recommend setting the air-conditioning temperature between 22°C and 23°C.

**24. Furniture**

Interior furnishings must remain inside the Property, and only designated outdoor furniture can be used on the exterior.

**25. Bedroom Allocation**

The rental of the Property does not automatically entitle the Lessee to access all bedrooms within the Property. Access is limited to the number of bedrooms booked and confirmed in the Booking Agreement. Any bedrooms not included in the confirmed booking may remain locked and unavailable for use.

Requests for access to additional bedrooms after confirmation may incur additional charges.

**26. Sauna and Steam Room Usage Disclaimer**

Where available, the sauna and/or steam room may be used by the Lessee and Guests at their own risk. The Owner and TLS shall not be liable for any injuries, health issues, burns, accidents, illness, discomfort, or other damages arising from or related to the use of the sauna or steam room, including but not limited to contact with hot surfaces, stones, heaters, steam outlets, high temperatures, humidity, or any other associated conditions.

By using the sauna and/or steam room, the Lessee and Guests acknowledge the inherent risks associated with such facilities, accept full responsibility for their use, and irrevocably waive and release any claims against the Owner and TLS arising from such use.

**27. Owner Insurance**

The Lessee must not do, or allow anything to be done that may cause the Property's insurance against loss or damage by fire to become void or cause insurance premiums to be raised.

**28. Due Care and Supervision/Indemnity**

It is understood that the Lessee is responsible and liable for the safety and well being of the Lessee, the Guests and any invitee while staying at the Property. The Lessee, the Guests and any invitee are required to take due care during their stay and take precautions such as supervision of children in the gardens, near the entrance, and near or in the pool. All children must be under the direct supervision of an adult at all times. No Lessee, Guests and any invitee are permitted to enter the Property while they are wet from swimming, as floors may become slippery. Damages or injuries resulting from the above-mentioned scenarios are the responsibility of the Lessee. The Lessee indemnifies and holds the Owner harmless and free of liability resulting from such claims that result as consequences of accidents leading to injury or loss of life.

**29. Valuables**

Valuable items such as passports, cell phones, cameras, travellers' cheques, cash or jewelry should be stored in a safety deposit box provided in the Property. Neither the Owner nor the staff can be held responsible for any valuables left behind, lost, or damaged.

**30. Artwork**

Lessee and the Guest must be aware that each Property contains precious contemporary and antique pieces of art unique to the Property, and must take care to avoid causing any damage to them. Lessee shall be held liable for any artwork or antiques damaged during the booking period and the costs will be set off against the aforementioned security deposit. If damages exceed the security deposit, the Lessee is liable for the remaining damages and must compensate the Owner for the difference in cost.

**31. Limitation of liability**

Neither TLS nor the Owner, their agents, contractors or employees shall be liable for any loss, damages, destruction, injury or death which may be caused to any person (or any minor dependent of such person) or the assets, property or any item of equipment, furniture, stock or the like, brought onto the Property by the Lessee, the Guests and any invitees, howsoever such loss, damages, destruction, injury or death may occur, whether as a result of any foreseen or unforeseen event or any act or omission on the part of TLS or the Owner, their agents, contractors or employees or otherwise. Notwithstanding the foregoing, the Lessee hereby indemnifies and holds harmless TLS and the Owner, and against any suppliers of any facilities and/or services and goods which may form part of the booking or hospitality package, which may be brought against any of them relating to the Agreement.

In the event that TLS is held liable for any damages related to the booking, to the fullest extent permitted by law, your sole and exclusive remedy will be limited to the rental fee paid by you.

**32. Miscellaneous**

32.1 The Lessee shall not be entitled to assign the booking to any third party without our prior written approval.

32.2 This Booking Agreement constitutes the whole agreement between the parties and no warranties or representations, whether express or implied not stated herein shall be binding on the parties.

32.3 Any indulgence shown to the Guests shall not constitute a waiver or novation of our rights and rights of the Owner.

32.4 Any contract that is made will be with the acceptance by both parties of these terms and conditions, which are governed by Thai law, and both parties will submit to the exclusive jurisdiction of the Thai courts.