VILLA MALAIWANA DUPLEX – TERMS & CONDITIONS

Revised July 2026

Booking a private villa is very different from booking a regular hotel room, especially with regards to payments and cancellations. – kindly take the time to read the following conditions carefully.

The Management of Villa **Malaiwana Duplex** ("Property Manager") acts as a wholesaler for property owners ("Owner") and their representatives ("Owner Representative"). Each time a guest confirms a booking of a Property through The Luxury Signature, a Rental Contract is entered into between the Property Manager and the guest in whose name the booking is made (the "Guest") for the agreed period ("Rental Period"). The Luxury Signature acts solely as a disclosed booking, marketing and reservation agent and is not a party to the Rental Contract. When a Guest books a Property through The Luxury Signature, the Guest is deemed to have agreed to these terms and conditions, and for personal data to be processed by Property Manager with regards to the Rental Contract. The Rental Contract is not effective until the Property Manager has confirmed the Guest's booking in writing.

Payment

When you make a booking request, the appropriate deposit payment must be made to The Luxury Signature within 5 working days of availability confirmation. If the required deposit payment is not received within 5 working days, The Luxury Signature reserves the right to void the Guest's booking request. The following deposit payment schedule applies to most villas (see individual villa terms for full details):

- For arrivals more than 75 days after the date of the booking request – a deposit of 20% of the total rental amount is payable
- If the arrival date is within 75 days of the date of the booking request – the total rental amount is payable as a deposit

Where a 20% deposit applies to the booking, the Guest must pay the remaining 80% balance at least 75 days before the scheduled arrival date.

Additional Costs

The cost of electricity, mains, water, cleaning and garden supplies, and local taxes are included in rental rates. There are generally no additional costs, surcharges, taxes, staff salaries, or management fees above the price quoted unless otherwise stated in the property description, the guest booking confirmation or reservation voucher. If the information in any of these is inconsistent, the most recently issued terms will prevail.

Typically, provisioning costs will be the Guest's responsibility. Gratuities for household staff are encouraged but left entirely to the Guest's discretion.

Reservation Voucher

Once the full payment is received, the Guest shall be sent a reservation voucher with confirmation details, the Property's address, transfer arrangements, and directions to the Property. This voucher, along with the Guest's passport, needs to be presented upon arrival for check-in.

Arrival / Departure Times

Standard check-in and check-out times for villas are 3pm and 12pm (noon) respectively unless stated otherwise. The Property Manager will work with the Owner or Owner's Representative to try and accommodate the Guest's actual arrival and departure times, subject to availability. Please notify the Property Manager of a change in your arrival or departure schedule for us to be able to accommodate a change where possible.

Security Deposit

A security deposit may be payable directly to the Owner or Owner's Representative immediately upon arrival at the Property. The standard security deposit required for each Property is stated in the Property description; however, the Owner has the right to impose different requirements on a case-by-case basis.

Access to the Property may be refused if the security deposit is not paid in full. When the security deposit is required to be paid in cash, or when a non-standard security deposit applies, the Property Manager will inform the Guest in advance of the amount payable and any other conditions.

The security deposit will normally be refunded at the end of the rental period for villas, after deducting:

- All additional expenses incurred on the Guest's behalf (e.g. charges for food, goods, services, and additional staff such as babysitters and fitness instructors, which have not been directly paid by the Guest, and telephone and internet charges, if applicable).
- The cost of replacement or repair of any loss or damage to the Property or its surrounds or contents caused during the Rental Period. If this cost cannot be reasonably determined prior to the Guest's departure, the Owner or the Owner's Representative are entitled to withhold a reasonable estimate from the Guest's security deposit and will return any balance to the Guest as soon as possible after the actual cost has been determined.

Damage or Losses

A Property is typically someone's home. Please treat the booked Property accordingly and leave the Property and all its contents in good order and an acceptably clean condition.

Any damage or loss caused during the Rental Period, as well as any special cleaning requirement due to negligence of anyone in your group, will be the Guest's responsibility and may be charged to the Guest's account and deducted from the security deposit. In cases of excessive or unacceptable loss or damage at any time during the Rental Period, the Property Manager may require the Guest and their party, including visitors, to vacate the Property immediately, without compensation or refund.

Access

The Property and its facilities are available for the Guest's full enjoyment during the duration of stay. However, the Owner, Owner's Representative, or other staff and contractors may need access to the Property from time to time (e.g. for maintenance of the house, garden, swimming pool, utilities and services, or for providing additional services requested by the Guest, etc.). You are required to give them reasonable access to the Property for these purposes.

Number of Guests

The number of persons (adults and children) staying at the Property must not exceed the maximum number of sleeping places indicated in the booking confirmation and reservation voucher unless specifically authorised in writing by Property Manager.

Exceeding this number may invalidate any insurance policy on the Property. Entry or access to the Property may be refused or limited, where the number of guests exceeds the stated requirement. No pets are allowed unless agreed in writing in advance.

Use of Property

All bookings are assumed to be for normal holidaying purposes only, and the Guest agrees that the use of the Property will be limited to this purpose unless otherwise confirmed in writing.

If the Guest is planning to hold an event such as a wedding or a party that involves having a larger number of people at the Property, or if the Guest is planning to use the Property for a purpose other than a holiday, please communicate this to The Luxury Signature at the time of booking, as special approval or arrangements may be required. Depending on the nature of the event, a surcharge and/or additional security deposit may be required, which will be agreed to and confirmed in writing before confirming the reservation. Note that some Properties are in residential areas or estates, and some are subject to rules and regulations regarding their use. Therefore, it may not always be possible to grant permission for certain uses or activities due to these or other reasons beyond the control of the Property Manager and the Owner.

If Property Manager has confirmed a booking that includes an event at the Guest's chosen Property, in certain circumstances the Guest must then obtain permits from the police and the local community before the event can proceed. The Guest acknowledges and agrees that Property Manager, the Owner and the Owner's Representative cannot control the issue of these permits. In the circumstances a permit for an event at the Property cannot be obtained, the Property Manager's standard event cancelation policy will apply. Neither Property Manager, the Owner nor the Owner's Representative will be liable for any further refund or payment to the Guest.

Conduct and Due Care

Properties are generally located in quiet residential neighbourhoods. As a resident Guest, you are requested to respect this and ensure that your entire group, as well as visitors to the Property, behave appropriately. Illegal or immoral activities including gambling, prostitution, prohibited drugs, possession or use of pyrotechnics or dangerous goods, and possession or use of firearms and other weapons are all strictly prohibited. Smoking is generally prohibited unless stated otherwise in the booking confirmation or reservation voucher.

The Guest is responsible for the behaviour of all guests staying at the Property, as well as visitors to the Property during the Rental Period. Should any guest(s) or visitor(s) not behave in a suitable manner, the Owner or Owner's Representative may, in their absolute discretion, require the Guest, their party and/or visitor(s) to leave the premises and/or vacate the Property immediately, without compensation or refund.

In the interest of safety, due care should be taken at the Property at all times, especially with children. Suitable supervision should be given around pools, beaches and roads, and when using the Property's facilities.

Valuables and Security

Guests are responsible for all their valuables and personal items. Neither Property Manager nor the Owner or the Owner's Representative accepts any responsibility for loss of or damage to Guest property. The Guest is responsible for the Property during the Rental Period and must ensure that all windows and doors are locked securely when not on the premises. Any act or omission by the Guest, their party and/or visitors which may negate or prejudice the Property's insurance policy and/or results in loss or damage is the Guest's responsibility.

Price Fluctuation

Once a booking is confirmed, the price of the reservation is fully guaranteed, even if Property Manager changes the price on its website thereafter. In return for this commitment, no refunds will be made for any exchange rate fluctuation that may otherwise reduce the rental cost.

The Property Manager reserves the right to impose any taxes or other charges which may be implemented by a government or other regulatory body, which were unknown at the time of publishing. Property Manager will tell the Guest promptly in the unlikely event that it becomes aware of any additional taxes or charges that will apply to the Guest's booking.

Cancellations

In the event that the Guest cancels a confirmed booking, the following cancellation fees will generally apply:

- 20% of the total rental amount will be forfeited if the cancellation is made more than 60 days before the start of the rental period
- 50% of the total rental amount will be forfeited if the cancellation is made between 30 and 60 days before the start of the rental period
- 100% of the total rental amount will be forfeited if the cancellation is made between 1 and 29 days before the start of the rental period
- For no-show: 100% of the total rental amount will be forfeited

Note:

- Any change of a confirmed booking is considered as a cancellation.
- In the circumstances a confirmed event is canceled for any reason, 20% of the total event fee will be forfeited.

Amendments

In the unlikely event that the Property Manager is unable for any reason (including the sale of a property and force majeure) to provide the Guest with the Property booked, the Property Manager reserves the right to transfer the Guest and their party to an alternative Property of similar type and value, in consultation with the Guest. If the price of the substituted Property is less than the original booking, the difference will be reimbursed back. If the price of the substituted Property is higher than the original booking, the difference may be charged to the Guest. If, however, after considerable effort by Property Manager, no alternative of similar type and value is available and/or no agreement can be reached between the Guest and Property Manager, then either Property Manager or the Guest may opt to cancel the booking and this Rental Contract. In that event, the Property Manager will refund the paid amount to the Guest, without scope for further compensation.

Complaints

Every attempt will be made for the Guest to have an enjoyable stay. If you have a problem during the Rental Period, please inform the Property Manager and we will try to put things right. For complaints to be addressed, the Guest must communicate any problem whilst on location. If no complaint is reported during the Rental Period, the Property Manager will assume that the Property was to the Guest's satisfaction and no complaint will be entertained later.

Provisions

Self-catering accommodations require guests to arrange for all provisions and consumables necessary for daily living. The staff at the Property may accommodate any reasonable requests to purchase provisions on your behalf, and this will be charged to the Guest account.

Property Manager’s Responsibility

The descriptions, assessments and/or ratings of Properties and surrounding locations that Property Manager publishes or gives to the Guest are provided in good faith and in the belief that they are accurate based on the latest information received. However, Property Manager cannot be held responsible for any last-minute modifications to the Properties or inaccuracies. Where Property Manager publishes or refers to descriptions, assessments and/or ratings of the Property either by Property Manager or by third parties, these ratings are for information purposes only and Property Manager will not be held responsible for any reliance placed on these ratings.

Disclaimers

Property Manager does not accept any responsibility or liability for:

- any physical injury, sickness, death, loss, damage, inconvenience or additional expenses incurred by the Guest, their party or visitors regardless of the cause;
- any vehicle or the contents of any vehicle used, hired or engaged by the Guest or their party during the Rental Period;
- inability of the Guest or any member of the Guest’s party to enter the location of the Property or stay at the Property for all or part of the Rental Period as a result of failure to obtain appropriate travel or visa documentation, cancellation or amendments to travel arrangements or the missing of flights or travel connections; and/or
- strife, strike, demonstration, terrorist activity (threatened or actual), natural disaster, fire, sickness, weather conditions, action at an airport or port by any government or public authority, technical problems relating to transport and airport regulations caused by technical, mechanical or electrical breakdowns, or any technical, structural, electrical, plumbing or other problems or difficulties with the Property which make it unsafe or unusable, or any other circumstances which amount to ‘force majeure’ or Acts of God, or other events beyond the Owner’s control.

In no case will Property Manager, the Owner or the Owner’s Representative individually or collectively be liable to make any payment or give any refund or compensation of any amount over and above the total rental amount paid.

Limitation of Liability

The Guest acknowledges and agrees that TLS Travel Group Ltd (' The Luxury Signature ') acts solely as a booking, marketing and reservation agent for the Property Owner and/or Property Manager. The Luxury Signature does not own, operate, manage, maintain or control the Property.

To the fullest extent permitted by law, The Luxury Signature shall not be liable for any injury, illness, death, loss, damage, expense, inconvenience or claim arising directly or indirectly from:

- the condition, operation, maintenance or use of the Property;
- any act, omission, negligence or default of the Property Owner, Property Manager, Owner's Representative, staff, contractors or service providers;
- any defect, failure or interruption relating to utilities, equipment, facilities, amenities or services provided at the Property; or
- any event beyond The Luxury Signature's reasonable control.

The Guest acknowledges that all use of the Property and its facilities is undertaken at the Guest's own risk.

Neither The Luxury Signature, the Property Owner nor the Property Manager shall be responsible for the loss of, theft of, or damage to cash, jewellery, valuables, documents, vehicles or personal belongings belonging to the Guest or any member of the Guest's party.

The Guest shall be responsible for all loss, damage, repairs, replacement costs, cleaning costs and other expenses arising from the acts or omissions of the Guest, members of the Guest's party or visitors during the Rental Period. Such liability shall survive the Guest's departure from the Property and shall not be limited to any security deposit collected.

To the fullest extent permitted by applicable law, The Luxury Signature's total liability arising out of or relating to any booking shall not exceed the amount of service fee received by The Luxury Signature in connection with the relevant booking.

Jurisdiction

This agreement will be governed by the laws of Singapore. In the event of controversy arising from the booking and stay that cannot be resolved amicably between the parties, both parties agree to exclusively refer the matter to the Singapore International Arbitration Centre to be resolved finally by arbitration in the English language.

By making a booking request, the Guest agrees that these terms and conditions have been read, understood and have been accepted and agreed to without reservation and without exception.

If any of the conditions of this Rental Contract are or become or are deemed to be invalid, or if there is any omission from any terms and conditions, the remaining terms and conditions will remain valid and enforceable and cannot be contested.