



## Koh Phangan Holiday Homes Limited

### Terms and Conditions

#### 1 GENERAL

**1.1** Koh Phangan Holiday Homes is the trading name of Parker Worrall Company Limited, whose registered office is at 113/5 Moo 1, Koh Phangan, Suratthani, Thailand.

**1.2** Koh Phangan Holiday Homes will act as a booking Agent. All bookings are made with Koh Phangan Holiday Homes acting as agents on behalf of the owners/property managers of the properties featured in the Koh Phangan Holiday Homes website or elsewhere.

**1.3** Accuracy of Information. Koh Phangan Holiday Homes offers the information supplied to us by owners and property managers. All the properties are known to Koh Phangan Holiday Homes.

Although Koh Phangan Holiday Homes makes every effort to ensure that advertised descriptions are correct, it does not own any of the properties and therefore cannot control or prevent changes. Although changes to properties advertised are infrequent, Koh Phangan Holiday Homes reserves the right to change the description of any property or service at any time, in which case we will endeavor to notify you of all changes before commencement of the booking date, if it is practical to do so.

#### 2 BOOKINGS

##### **2.1 Deposit Payment**

An initial deposit of 15 – 50% (depending on the property manager/owner) of the property rental must be paid to confirm a booking. Payment can be made by direct bank transfer in GBP or USD or by credit card via the Koh Phangan Holiday Homes website. No contract will exist between you and Koh Phangan Holiday Homes Ltd until receipt of payment and the completed booking form has been received and accepted by Koh Phangan Holiday Homes. If payment has not been received within 5 banking days, Koh Phangan Holiday Homes will presume that you have cancelled the reservation. Your reservation will be confirmed upon payment of a deposit.

Koh Phangan Holiday Homes  
113 / 5 Moo 1  
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### **2.2 Balance Payment**

Payment of the outstanding balance is due 4 weeks before the arrival date and Koh Phangan Holiday Homes will send out a reminder close to the due date. If the booking is made within 4 weeks of the arrival date, 100% of the cost of the property rental shall be due at the time of booking. Payment can be made by direct bank transfer in GBP or USD or by credit card via the Koh Phangan Holiday Homes website.

### **3 Exclusions & Additional Charges**

Rates do not include baggage handling, gratuities, telephone, fax and telegram charges, car rental (unless included in a Koh Phangan Holiday Homes package), food, soft drinks and/or liquor, personal items and expenses, and any excessive cleaning required upon departure (such as upholstery or rug shampooing, etc) or replacement of breakages. Fair wear and tear accepted. All the above charges are payable by you locally. In some cases there may be a security deposit added to your invoice and payable with your balance 4 weeks before travel. The security deposit will be returned to you on departure if there is no damage to the property. The renter agrees to pay the owner for the cost of repairing or replacing (solely at the owner's discretion) any item of property, or contents at the Villa/Apartment, which is damaged due to negligence or willful default of the renter during the renter's occupation, or which is missing. The person in whose name the booking is made acts on behalf of all other persons named, and becomes responsible to Koh Phangan Holiday Homes for all payments in respect of the booking.

### **3.1 Cancellation Conditions**

If it becomes necessary to cancel all or any part of the booking, Koh Phangan Holiday Homes Ltd 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:

#### **30 days or more before arrival date:**

Deposit forfeited - but credited for 9 month from the date of the cancellation confirmation. The credit can be used by the client or anyone on their behalf for any reservation at the original villa, during any period.

#### **Within 30 days of arrival date:**

All payments are forfeited.

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### **3.1 Cancellations and/or Alterations by Koh Phangan Holiday Homes.**

Although it is unlikely that Koh Phangan Holiday Homes will have to make any changes to confirmed arrangements, it is sometimes unavoidable in which case we will advise you at the earliest possible date. If, for any reason beyond our control, we are unable to provide you with the property booked, Koh Phangan Holiday Homes shall reserve the right to cancel the reservation. For example, if the properties are damaged or rendered unusable Koh Phangan Holiday Homes will try to locate an alternative property for the period required. However, if this is not possible, or you do not wish to be transferred, Koh Phangan Holiday Homes will cancel the booking and refund you in full, less any bank transfer charges. Koh Phangan Holiday Homes shall not be liable for any further obligations or claims by the client.

### **4 CHANGE OF BOOKING**

Koh Phangan Holiday Homes will charge an administration fee of THB 3,000 for any change to the booking after a confirmation has been sent. All changes will be subject to approval by the owner/property manager.

### **5 ARRIVAL & DEPARTURE TIMES**

Guest should assume that Check-in time is after 3 p.m., and checkout time is prior to 11 a.m.

### **6 REGISTERED GUESTS**

Only those persons stipulated on the booking form may reside at the villa as guests. Please notify us as soon as possible of any changes. The number of people staying at the villa must not exceed the maximum capacity indicated by you in the Koh Phangan Holiday Homes booking form, except in the case of infants (under two years old), or unless specifically authorised. 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 Koh Phangan Holiday Homes, ask the extra person or persons to vacate the property forthwith. No camping is permitted in the grounds or gardens adjacent to the villas.

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## **7 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). Koh Phangan Holiday Homes is not responsible to you and your party 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.

Koh Phangan Holiday Homes will not be responsible for any delay, additional expense or inconvenience caused directly or indirectly by events outside Koh Phangan Holiday Homes control such as civil disturbances, fires, floods, severe weather, acts of God, acts of Government etc.

## **8 COMPLAINTS**

Once a property has been booked and paid for in full, Koh Phangan Holiday Homes will request flight arrival and departure details to pass on to the property manager. Once these have been received we shall provide you with the owner/property manager contact details should you have any travel related problems. In the unlikely event of a problem with your rental property occurring, whilst you are abroad, you must inform the villa owner or property manager so that the matter can be put right. If the situation cannot be resolved to your satisfaction, at the time, you may contact Koh Phangan Holiday Homes, so that Koh Phangan Holiday Homes is given the opportunity to try to assist. All claims must be addressed directly to the property owner/manager.

Koh Phangan Holiday Homes does not accept responsibility for the breakdown of the supply of water, or electricity, 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 staff, contact Koh Phangan Holiday Homes immediately and Koh Phangan Holiday Homes 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 more urban environments. Koh Phangan Holiday Homes 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 Koh Phangan Holiday Homes within 24 hours of the cause of the complaint occurring.

Should a problem remain unsolved please make a complaint in writing to Koh Phangan Holiday Homes within 14 days of the completion of the rental period. If the Villa is vacated before the end of the rental period without prior agreement with Koh Phangan Holiday Homes or the property owner/manager, this may result in the loss of all rights to compensation.

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## **9 CONDUCT & BEHAVIOUR**

The person signing the contract is responsible for the correct and appropriate behaviour of the guests staying at the property. Should any member of the party not behave in such a manner Koh Phangan Holiday Homes, owner or property manager may at their absolute discretion ask the offending guest or guests to vacate the property forthwith.

## **10 STAFF AT THE PROPERTIES**

The service of staff is included at some of the properties. Additional services such as those of cooks and/or drivers can usually be sourced. Please give ample notice as soon as possible; especially at peak holiday seasons and we shall try to assist. Koh Phangan Holiday Homes can assume no liability for such contracted staff. The rates for these services will be provided in advance and shall be paid by you as incurred.

## **11 VALUABLES**

Any valuables left at the property are left at one's own risk. Neither Koh Phangan Holiday Homes nor the owners or staff at the property is responsible for any loss or damage to valuables or other property.

## **12 JURISDICTION**

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

## **13 AGREEMENT**

These Terms & Conditions govern all bookings with Koh Phangan Holiday Homes Ltd. Any booking made or order placed by you, whether through the Company's website or otherwise, shall be deemed an offer by you to rent the relevant accommodation subject to these terms & conditions. All bookings through our Company and all matters arising from them are subject to the courts of Thailand law and to the exclusive jurisdiction of the courts of Thailand. The person who makes the booking accepts these conditions on behalf of all members of the party and is responsible for all payment due from the party. Booking services with the company are only available to persons who are at least 18 years old. By submitting a booking you warrant and confirm to us that you have read these Terms & Conditions and agree to comply with them.

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