

## **Terms and Conditions Keurmerk as well Idyllic Samui resort**

### **Summary Idyllic Samui ( article 16)**

Article 16 Conditions Idyllic Samui Beach resort ltd co

#### **A. Confirmation**

Confirmation should always be by (e) mail or fax. Guest always will receive a confirmation letter within 8 days of the booking. If the confirmation is not received Idyllic should be contacted.

#### **B. Options**

You can have an option. An option becomes a booking when you receive the confirmation letter. An option does not give the right to stay in the resort

#### **C. Early booking**

Is possible does give the right to stay but rates can be changed. Guest can cancel without costs when the change is not agreed.

#### **D. Payment**

A 30% deposit is required with 8 days to confirm the booking or a credit card to secure the booking and pay on arrival.

#### **E. Security deposit**

A security deposit or credit card slip can be asked in the resort.

#### **F. Type of Villa**

We book a type of villa not a certain villa, We can always offer you a villa from the same type or more expensive ( upgrade) unless we made a special agreement .

## G. Resort conditions

Guest are staying in a resort and should follow resort conditions most important are

not disturbing neighbors with noise

no outside noise after 10 pm

no outside staff (cooks massage music dance) in the villa without permission.

No open fire or firework without permission also no animals without permission. Of course, barbecue is permitted .

## H. Cancellation Policy

Jan - June and September - 20th Dec. - Cancellation less than 1 day, 1 night will be charged.

July - August - Cancellation less than 14 days, 1 night will be charged.

20th Dec till 31st March - Cancellation less than 42 days, 50% of amount will be charged

*Stichting Webshop Keurmerk general conditions*

*These General Terms and Conditions of the Stichting Webshop Keurmerk were drafted in consultation with the Consumer organization of the Netherlands .Idyllic Samui Resot follows the conditions .*

*Article 1-16 are general conditions Article 16 about Idyllic Samui resort*

## *ARTICLE 1 – Definitions*

*In these Terms and Conditions, the following terms shall have the following meanings:*

*Entrepreneur: the natural of legal person affiliated with the Stichting Webshop Keurmerk and providing distance products and/or services to consumers;*

*Consumer: the natural person not acting in the exercise of his/her profession or business and entering into a distance contract with the entrepreneur,*

*Cooling-off period: the period during which the Consumer may exercise the right of withdrawal;*

*Right of withdrawal: the option for Consumers to withdraw from the distance contract within the cooling-off period;*

*Day: calendar day;*

*Continuing performance contract: a distance contract concerning a series of products and/or services, for which the offer and/or purchasing obligation is spread over a longer period;*

## *ARTICLE 2 – The Entrepreneur’s identity*

*Idyllic Samui Beach villa resort LTD Moo 5 Bophut Samui Thailand managed by Idyllic villas*

*Wilhelminalaan 3k Baarn The Netherlands ;*

*E-mail address: [info@idyllicvillas.com](mailto:info@idyllicvillas.com): or [info@idyllicsamui.com](mailto:info@idyllicsamui.com)*

## *ARTICLE 3 – The offer*

*1. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.*

2. *The offer contains a full and accurate description of the products and/or services offered. The description is suitably detailed to enable the Consumer to assess the products and/or services adequately. If the Entrepreneur makes use of pictures, they are truthful images of the products and/or services provided. Obvious errors or mistakes in the offer are not binding for the Entrepreneur.*

3. *All offers contain such information that it is clear to the Consumer what rights and duties are attached to accepting the offer.*

*This involves in particular:*

- the price, including taxes;*
- any delivery costs, if applicable;*
- the way in which the agreement will be concluded, and what actions are needed to establish this;*
- whether or not the right of withdrawal is applicable;*
- the form of payment, delivery or performance of the contract;*
- the time frame for accepting the offer, or , as the case may be, the time frame for honouring the price;*
- the rate of distance communication if the costs for using the technology for distance communication are calculated on a basis other than the basic rate;*
- if the contract is filed after conclusion, how the Consumer can consult it;*
- the manner in which the Consumer may acquaint him/herself with undesired actions before concluding the contract, and the way the Consumer may correct these actions before the contract is concluded;*
- any languages other than Dutch in which the contract can be concluded;*
- the codes of conduct to which the Entrepreneur has submitted and the manner in which the Consumer can consult these codes of conduct via electronic means, and*
- the minimum duration of the distance contract in the event of a contract for continuous or periodical delivery of products or services.*

## *ARTICLE 4 – The contract*

- 1. Subject to the provisions in paragraph 4, the contract becomes valid when the Consumer has accepted the offer and fulfilled the terms and conditions set.*
- 2. If the consumer accepted the offer via electronic means, the Entrepreneur shall promptly confirm the receipt of the acceptance of the offer via electronic means. As long as the receipt of said acceptance has not been confirmed, the Consumer may repudiate the contract.*
- 3. If the contract is concluded electronically, the Entrepreneur will take appropriate technical and organizational security measures for the electronic data transfer and ensure a safe web environment. If the Consumer can pay electronically, the Entrepreneur shall observe appropriate security measures.*
- 4. The Entrepreneur may, within the limits of the law, gather information about Consumer's ability to fulfil his payment obligations, as well as all facts and factors relevant to responsibly concluding the distance contract. If, acting on the results of this investigation, the Entrepreneur has sound reasons for not concluding the contract, he is lawfully entitled to refuse an order or request while giving reasons, or to attach special terms to the implementation.*
- 5. The Entrepreneur shall send the following information along with the product or service, in writing or in such a way that the Consumer can store it in an accessible manner on a long-term data carrier:*
  - a. the visiting address of the Entrepreneur's business establishment where the Consumer may get into contact for any complaints;*
  - b. the conditions on which and the way in which the Consumer may exercise the right of withdrawal, or, as the case may be, clear information about being exempted from the right of withdrawal;*
  - c. the information corresponding to existing after-sales services and guarantees;*
  - d. the information as stated in article 4 paragraph 3 of these Terms*

*and Conditions, unless the Entrepreneur has already provided the Consumer with this information before the performance of the contract;*

*e. the requirements for cancelling the contract if the contract has a duration of more than one year or for an indefinite period of time.*

*6. If the Entrepreneur has undertaken to deliver a series of products or services, the stipulation in the previous paragraph applies to the first delivery only.*

#### *ARTICLE 6 – Right of withdrawal*

*When receiving the confirmation :*

*1. When booking a stay , the Consumer has the option to repudiate the contract without specifying any reasons for a period of at least 2 days..*

#### *ARTICLE 7 – Costs in case of withdrawal*

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If the Consumer has made a payment, the Entrepreneur shall return this amount as soon as possible, but within not more than 30 days after the return or withdrawal.*

#### *ARTICLE 8 – Exclusion of the right of withdrawal*

*1. If the Consumer does not have the right of withdrawal, the Entrepreneur can exclude this right only if the Entrepreneur indicated this clearly in the offer or at least in good time before concluding the contract.*

- a. regarding accommodation, transportation, restaurant establishments or leisure activities to be used or performed on a certain date or during a certain period;*
- b. of which the provision has been started with the Consumer's explicit consent before the expiration of the cooling-off period;*

#### *ARTICLE 9 – The price*

- 1. The prices of the services provided shall not be raised during the validity period stated in the offer, subject to changes in price due to changes in VAT or currency rates.*
- 2. Contrary to the previous paragraph, the Entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the Entrepreneur's control, at variable prices. The offer will state the possibility of being subject to fluctuations and the fact that any indicated prices are target prices.*
- 3. All prices indicated in the provision of products or services are including VAT.*

#### *ARTICLE 10 – Conformity and Guarantee*

*The Entrepreneur guarantees that the services comply with the contract, with the specifications listed in the offer, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the day the contract was concluded.*

## *ARTICLE 11 – Payment*

*1. Unless otherwise agreed, the amounts to be paid by the Consumer are to be settled day of arrival or as agreed in the agreement*

*2. It is not permitted to negotiate an advance payment of more than 50% in the General Terms and Conditions., unless it is a non refundable rate or last minute booking. When an advance payment was agreed, the Consumer may not assert any right regarding the execution of that order or the provision of the service in question before the agreed advance payment has been made.*

*3. The Consumer has the duty to inform the Entrepreneur promptly of possible inaccuracies in the payment details.*

*4. In case of nonpayment on the part of the Consumer, and subject to legal restrictions, the Entrepreneur is entitled to charge any predetermined reasonable costs incurred to the Consumer, or cancel the stay .*

## *ARTICLE 12 – Complaints procedure*

*1. The Entrepreneur shall have a sufficiently notified complaints procedure and shall handle the complaint in accordance with this complaint procedure.*

*2. Complaints about the performance of the contract shall be submitted to the Entrepreneur fully and clearly described within a reasonable time after the Consumer has discovered the defects.*

*3. The complaints submitted with the Entrepreneur shall be replied within a period of 14 days after the date of receipt. Should a complaint demand a foreseeable longer time for handling, the Entrepreneur shall respond within 14 days with a notice of receipt and an indication when the Consumer can expect a more detailed reply.*



4. *A complaint about the service that the Entrepreneur provided can also be submitted via a complaints form given at the website of Stichting Webshop Keurmerk [www.keurmerk.info](http://www.keurmerk.info). The complaint will then be sent both to the Entrepreneur in question and to Stichting Webshop Keurmerk.*
5. *If the complaint cannot be solved in joint consultation, there will be a dispute that is open to the dispute settlement rules.*

### *ARTICLE 13 – Disputes*

1. *Contracts between the Entrepreneur and the Consumer, to which these General Terms and Conditions apply, are exclusively governed by Dutch law.*
2. *Disputes between the Consumer and the Entrepreneur about the formation or the performance of contracts related to products or services to be delivered or that have been delivered by this Entrepreneur can be submitted with the Geschillencommissie Webshop, Postbus 90600, 2509 LP in The Hague (Den Haag) ([www.sgc.nl](http://www.sgc.nl)) with due observance of the provisions set out below.*
3. *A dispute is handled by the Disputes Committee [Geschillencommissie] only if the Consumer submitted his/her complaint to the Entrepreneur within a reasonable period.*
4. *Within three months after the dispute arose, the dispute must have been filed in writing to the Geschillencommissie Webshop.*
5. *When the consumer wants to submit a dispute to the Geschillencommissie, the member is bound by this choice. When the entrepreneur wants to file the dispute to the Geschillencommissie, a consumer must speak out in writing within five weeks after a written request made by the member whether he so desires or wants the dispute to be dealt with by the competent court. Doesn't hear the member the consumer's choice within the period of five weeks, the entrepreneur is entitled to submit the dispute to the competent court.*
6. *The Geschillencommissie's decision will be made under the conditions as set out in the rules of the Arbitration Commission. A*

*decision of the Geschillencommissie is a binding advice.*

*7. The Disputes Committee will not handle a dispute or will discontinue handling it if the Entrepreneur is granted a moratorium, goes bankrupt or actually ended his business activities.*

*8. If in addition to the Geschillencommissie Webshop another disputes committee recognised by or affiliated with the Stichting Geschillencommissies voor Consumentenzaken (SGC) [Foundation for Consumer Complaints Committees] or the Klachteninstituut Financiële Dienstverlening (Kifid) [Financial Services Complaints Board] is competent, this other Disputes Committee is exclusively competent.*

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#### *ARTICLE 14 – Additional or varying provisions*

*Additional provisions of and/or deviations from these General Terms and Conditions may not be to the Consumer's detriment and must be put in writing or be recorded in such a way that the Consumer can store them in an accessible manner on a long-term data carrier.*

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#### *ARTICLE 15 – Amendments to the General Terms and Conditions of Stichting Webshop Keurmerk*

*1. These General Terms and Conditions will not be changed other than in consultation with the Consumentenbond*

*2. Amendments to these Terms and Conditions are valid only after they have been published in the appropriate way, provided that the provision that is most favourable to the Consumer shall prevail in case of appropriate amendments during the validity of the offer.*

*Address Stichting Webshop Keurmerk:  
Willemsparkweg 193, 1071 HA Amsterdam.*

## *Article 16 Conditions Idyllic Villas/ Idyllic Samui*

### *A. Confirmation*

*Confirmation should always be by (e) mail or fax. Guest always will receive a confirmation letter within 8 days of the booking. If the confirmation is not received Idyllic should be contacted.*

### *B. Options*

*You can have an option. An option becomes a booking when you receive the confirmation letter. An option does not give the right to stay in the resort*

### *C. Early booking*

*Is possible does give the right to stay but rates can be changed. Guest can cancel without costs when the change is not agreed.*

### *D. Payment*

*A 30% deposit is required with 8 days to confirm the booking. In peak periods or a credit card to secure the booking. Cancellation cost are 50% of the booking if made short before arrival In other seasons payment will be on arrival . cancellation costs are one day. See the payment and cancellation conditions*

### *E. Security deposit*

*A security deposit or credit card slip can be asked in the resort.*

### *F. Type of Villa*

*We book a type of villa not a certain villa, We can always offer you a villa from the same type or more expensive ( upgrade) unless we made a special agreement .*

#### *G. Resort conditions*

*Guest are staying in a resort and should follow resort conditions most important are*

*not disturbing neighbors with noise*

*no outside noise after 10 pm*

*no outside staff (cooks massage music dance) in the villa without permission.*

*No open fire or firework without permission also no animals without permission. Of course, barbecue is permitted .*

#### *H. Cancelation and payment*

*a. Cancelation within 2 days after booking no cancelation costs and 100% refund (when not a last minute or nonrefundable booking).*

*b. Cancelation I ana payment in peak season ( 24 December till March 1 and 7 July till 24 August payment in the resort Payment on arrival is possible when guest book with valid credit card . Cancelation costs when canceled 21 days or less before arrival 3 nights. No show 100%..*

*c. All other periods. Free cancelation till 2 days before arrival. Cancelation fee 1 night*