

## **TERMS & CONDITIONS**

This Website is provided solely to assist customers in making legitimate reservations or otherwise transacting for online booking, and for no other purposes.

This website [www.krishnabeachresorts.com](http://www.krishnabeachresorts.com) (the "Site") is published by Krishna Beach Resorts ("Hotel"). When you access, browse or use this Site you accept, without limitation or qualification, the terms and conditions set forth below. These Terms and Conditions of Use and any additional terms posted on this Site together constitute the entire agreement between Hotel and you with respect to your use of this Site.

### **Content Available on Site**

This Site is only for your personal use. You shall not distribute, exchange, modify, sell or transmit anything you copy from this Site, including but not limited to any text, images, audio and video, for any business, commercial or public purpose.

Access to certain areas of the Site may only be available to registered members. To become a registered member, you may be required provide your demographic information. You represent and warrant that all information you supply to us, about yourself, and others, is true and accurate.

### **Age Restriction & Responsibility**

If you use this site, you alone are responsible for maintaining the confidentiality of your account information and your password/s. You agree to accept responsibility for all activities that occur under your account or password. You represent that you are of age prescribed by law to be eligible to enter into contract, and use this to create binding reciprocal legal obligations, and are capable, ready and willing to discharge any liability you may incur as a result of the use of this site.

### **Your Rights to use the site**

As long as you comply with the terms of these Terms and Conditions of Use, Hotel grants you a limited, non-transferable license to use this site in accordance with the terms and conditions of this User Agreement. You may

only use this site to make legitimate reservations or purchases and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent reservation or any reservation in anticipation of demand. You shall not make reservation in the name of a fictitious person. You agree that you will not use any device, software or routine that would interfere or be reasonably expected to interfere with the normal working of this site.

### **Your will Provide Accurate Information**

Hotel does not warrant or guarantee the accuracy or completeness of the information provided on this Site. Under no circumstances will Hotel be liable for any loss or direct, indirect, incidental, special or consequential damages caused by reliance on this information. The information on this Site may be changed or updated without notice.

Hotel may also make improvements and/or changes in the products, services and/or programs described on this site at any time without notice.

### **Online Payments**

All online payments that happen for any of the product or services booked via site does not store the Credit card details of any customer in their database or in any data backup system or retrieval systems. Once you are ready to transact you are transferred to the bank site. The card details are captured on the credit card site and not ours hence we cannot be held responsible for any misuse of credit card what so ever.

### **Service Delivery Policy**

After successful payment customer gets confirmation mail for their payment confirmation and booking details.

## **Refund Policy**

Hotel reserves the right to determine the amount of refund value in-case of cancellation and amendments. The decision on the quantum of refund will be final as that made by Hotel. The refund will be made to the credit or debit card or account used by the user for making payment. It will take at most 15 days to process refunds for all services. There will be no refund for un-utilised services unless specified. All cancellation and amendment charges will be applicable as per policies of the Hotel.

No refund will be eligible in case of no show where the customer arrives late at booking time.

## **Cancellation Policy**

In case of a cancellation 60 days prior to commencement of the Booking, the Resort reserves the right to charges 10% of the total estimated billing as retention.

In case of a cancellation 30 days prior to commencement of the Booking, the Resort reserves the right to charge 20% of the total estimated billing as retention.

In case of a cancellation 15 day prior to commencement of the Booking, the Resort reserves the right to charge 30% of the total estimated billing as retention.

In case of a cancellation 07 day prior to commencement of the Booking, the Resort reserves the right to charge 40% of the total estimated billing as retention.

In case of a cancellation 3 day prior to commencement of the Booking, the Resort reserves the right to charge 50% of the total estimated billing as retention.

In case of a cancellation 2 day prior to commencement of the Booking, the Resort reserves the right to charge 75% of the total estimated billing as retention.

In case of a cancellation 24 prior to commencement of the Booking, the Resort reserves the right to charge 100% of the total estimated billing as retention.

## **General Policy**

Check-in time is 12:00 p.m. and Check-out time is 11:00 a.m.

As per the Government of India's security regulations, it is mandatory for all guests to show an identity proof (passport for foreigners) at the time of check-in. Please do ensure that you carry this with you.

Childrens upto 5 years can share the same bed with parents at no cost.

Child above 5 years will be counted as an extra person in any condition.

The actual tariff will differ on festive season like Diwali, Christmas, New Year etc.

Pets are not allowed.

An extra bed can be provided if space permits, extra charges payable at hotel.

All prices mentioned in the tariff are exclusive of taxes. Service Tax on Room tariff, VAT on Food & Beverages, and corresponding Service Tax applicable as per State Government Regulations.

Getting Food and / or Drinks from outside and Consumption in the Hotel Premises is prohibited.

Please keep your Valuables under your custody and Management is not responsible for the same.

## **Disclaimer**

The material in this Site could include technical inaccuracies or typographical errors. Hotel may make changes or improvements at any time.

The materials on this site are provided on an "As Is" basis, without warranties of any kind either expressed or implied. Information, software, products, and services contained on this website, and the inclusion or offering of any products or services on this website does not constitute any endorsement or recommendation of such products or services by Hotel. To the fullest extent permissible pursuant to applicable law, Hotel disclaims all warranties of merchantability, relating to the information and description of the hotel (including, without limitation, the pricing, photographs, list of hotel amenities, general product descriptions, etc.).

Hotel does not warrant that the functions contained in this site will be uninterrupted or error free, that defects will be corrected, or that this site or the servers that make it available are free of viruses or other harmful components, but shall endeavor to ensure your fullest satisfaction. You acknowledge that this Website is provided only on the basis set out in these terms and conditions. Your uninterrupted access or use of this Website on this basis may be prevented by certain factors outside our reasonable control including, without limitation, the unavailability, inoperability or interruption of the Internet or other telecommunications services or as a result of any maintenance or other service work carried out on this Website. Hotel does not accept any responsibility and will not be liable for any loss or damage whatsoever arising out of or in connection with any ability/inability to access or to use the Site.

You also acknowledge that through this Site, Hotel merely provides intermediary services in order to facilitate highest quality services to you. Hotel hereby disclaim all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, title, and non-infringement.

Hotel will not be liable to you or to any other person for any direct, indirect, incidental, punitive or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused from out of your usage of this Site.

You agree to defend and indemnify Hotel and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind.

### **Terms and Conditions of Use**

Hotel may add to, change or remove any part of these Terms and Conditions of Use at any time, without notice. Any changes to these Terms and Conditions of Use or any terms posted on this Site apply as soon as they are posted. By continuing to use this Site after any changes are posted, you are indicating your acceptance of those changes.

Towards this end, Hotel may take various steps to verify and confirm the authenticity, enforceability and validity of orders placed by you.

If Hotel, in its sole and exclusive discretion, concludes that the said orders are not or do not reasonably appear to be, authentic, enforceable or valid, then Hotel may cancel the said orders at any time up to 5 hours before the scheduled time of departure of the relevant flight or 5 hours before the expected date of visit to any property booked through Hotel.

### **Other Provisions**

You may travel to certain destinations which involve greater risks than others, entirely at your risk as to cost and consequences.

Hotel requests you to consult your local authorities and evaluate travel prohibitions, warning, announcements, and advisories issued by them before booking travel to certain international destinations.

Hotel is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of hotels or for any personal injuries, death, property damage, or other damages or expenses resulting there from. Hotel have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

Hotel reserves its exclusive right in its sole discretion to alter, limit or discontinue the Site or any material posted herein, in any respect. Hotel shall have no obligation to take the needs of any User into consideration in connection therewith.

Hotel reserves its right to deny in its sole discretion any user access to this Site or any portion hereof without notice.

If any dispute arises between you and Hotel during your use of the Site or thereafter, in connection with and arising from your use or attempt to use this Site, the dispute shall be referred to arbitration. The place of arbitration shall be Bhopal. The arbitration proceedings shall be in the English language.

The said arbitration proceedings shall be governed and construed in accordance with the Arbitration and Conciliation Act, 1996 and modifications thereof as in force at the relevant time.

These terms and conditions are governed by and shall be construed in accordance with the laws of the India and any dispute shall exclusively be subject to the jurisdiction of the appropriate Courts situated at Diu.

We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time.