

# PART 1: RESERVATION TERMS AND CONDITIONS

## INTRODUCTION AND GENERAL PROVISIONS

Your reservation and the accommodation agreement made with Avis Nila Beach Resort™ (whether made by you directly with Avis Nila Beach Resort or via a third party such as a travel agent) will be subject to these Reservation Terms and Conditions and the Reservation Privacy Policy set out below.

When you make your reservation, whether online or by telephone, you will be deemed to have read, understood and accepted these Reservation Terms and Conditions and the Reservation Privacy Policy.

If you make your reservation via a travel agent, or other third party, then you have a separate legal relationship with that party and Avis Nila Beach Resort Limited ("Avis Nila Beach Resort"™) has no liability for any acts or omissions of such party including their observance of your data protection rights.

When you make your reservation, you will be also deemed to have read, understood and accepted the terms and conditions for using the Avis Nila Beach Resort website (which shall mean [www.avisnila.com](http://www.avisnila.com)) and any relevant terms and conditions shall be deemed to be incorporated into your reservation and the accommodation agreement with Avis Nila Beach Resort.

Avis Nila Beach Resort provides an online reservations facility on the Avis Nila Beach Resort website and a telephone facility for making reservations at Avis Nila Beach Resort (together called "the Reservations Facility") as an independent service provider and acts solely as an intermediary between you and the Avis Nila Beach Resort. Accordingly, your reservation and the accommodation agreement is made directly with the Avis Nila Beach Resort and your use of the Reservations Facility will not result in any contractual relationship between you and Avis Nila Beach Resort.

All information regarding rooms, facilities, products and services offered at the Avis Nila Beach Resort contained on the Avis Nila Beach Resort website or otherwise available through the Reservations Facility has been provided. Avis Nila Beach Resort does not make any representation or warranty, express or implied, of any kind with respect thereto. Such information may be inaccurate as a result of renovation or repair. The Avis Nila Beach Resort website may also contain typographical errors or omissions.

As there will be no contractual agreement between you and Avis Nila Beach Resort, and as Avis Nila Beach Resort does not control or verify the information that is submitted to or through the Reservations Facility, Avis Nila Beach Resort shall not be liable to you for:

- (i) the accuracy or completeness of any information provided to or through the Reservations Facility including, without limitation, the availability or price of rooms, facilities, products or services, or for any other errors or omissions; or
- (ii) any failure or delay beyond its control in the transmission of any data submitted to or through the Reservations Facility including, but not limited to, the details of your reservation or changes to or cancellation of your reservation, in each case to the fullest extent permitted under applicable laws.

## RESERVATIONS PROCEDURE AND POLICIES

### 1. Online reservations

The Avis Nila Beach Resort website and telephone facility enables you to check the accommodation offerings and availability (and related products and services), as indicated to Avis Nila Beach Resort and then submit an online or telephone reservation request. On completion of the reservation process, the Reservations Facility will transmit an online or email confirmation of your reservation. A reservation is only valid when a reservation number has been issued. Relevant details relating to products and services must be confirmed by you directly with the Resort including, for example, airport/train station pick up and drop off times.

### 2. Resort Prices

The prices indicated on the Avis Nila Beach Resort website and telephone facility for the Resort rooms, products and services are subject to availability. Breakfast is only included if indicated in the rate policy. Taxes and service charges are only included if indicated in the rate policy.

### 3. Payment

It will be necessary for you to provide bank transaction details to secure a room, product or service reservation. The credit/debit card may then be used by Avis Nila Beach Resort for payment of a deposit as advised at the time of booking or as a guarantee for a future payment, in the case of a no-show, a cancellation or change to the reservation.

### 4. Cancellations and Amendments

You should make any cancellations or amendments to your reservation using the same Avis Nila Beach Resort channel through which you booked, either online or by telephone. The cancellations and amendments policy that applies to your reservation will depend on the Resort's policy as advised at the time of booking.

Please note that we process a full refund in terms of cancellations prior to 48 hours, partial refund within 48 hours, and cancellations done within 24 hours are non-refundable.

## **5. Rate/Reservation Validity**

Reservation confirmations are provided to you solely for your convenience. Avis Nila Beach Resort retains official records of reservation transactions, including details of dates of stay and room, product and service rates. In the event of discrepancies, alterations, modifications, or variations between this confirmation and our official records, Avis Nila Beach Resort's official records shall prevail. Tampering with this confirmation to alter any room, product or service rate or any other reservation information is strictly prohibited and will have legal consequences.

## **6. Early Departure**

Avis Nila Beach Resort has an early departure penalty fee and some room, product and service rates may also require a minimum stay. You may change your check out date without a penalty only if your rate and the Avis Nila Beach Resort's policy permits.

## **7. Currency**

Reservations will be charged in the Resort's local currency i.e INR as shown on the Avis Nila Beach Resort website or given over the telephone at the time of booking. The price shown is based on today's exchange rate. Any currency conversion is for guidance only. A foreign currency transaction may be charged by your card provider. Any deposits or pre-payments will be deducted from the final reservation invoice in the Resort's local currency.

A refund of a deposit or prepayment, if any, will be subject to the exchange rate applied by your payment card provider at the time of any such refund and may differ from the exchange rate applied at the time such deposit or prepayment was made.

## **8. Rate Requirements**

As some rates have special requirements at check-in, you should verify that you qualify for the rate that you have reserved. Avis Nila Beach Resort is not obligated to honour this rate if you do not qualify or do not have proof of qualification.

## **9. Prepaid Reservations**

Some rate plans require prepayment in full and are non-cancellable, non-refundable, non-changeable and non-transferable. This will be identified in the rate description. For these rate plans, once you make a reservation your credit card will be charged for the full amount. Credit will not be given for any unused reservation and the amount paid by you for such reservation cannot be used toward any other/future reservation.

## **10. Guarantee Rules**

For reservations guaranteed with a credit card at the time of making your reservation, rooms are held until Avis Nila Beach Resort check-out time on the day following the day of arrival. Avis Nila Beach Resort may authorise the room, product or service rate prior to arrival and reserve funds, including taxes, on the credit card to determine the validity of the credit card. Rooms, products or services booked with an invalid credit card are subject to immediate cancellation.

## **11. Overbooking**

In the event that a guest cannot be accommodated due to Avis Nila Beach Resort overbooking or an unforeseen circumstance, the Avis Nila Beach Resort will attempt to accommodate guests, at its expense, at a comparable property in the area for the night(s) for which Avis Nila Beach Resort is unable to accommodate such guests, and will pay for transportation to that property.

## **12. Special Requests**

Avis Nila Beach Resort will strive to honour any request for specific room types or bed types and we may confirm such arrangements at the time you make your reservation. Until specific confirmation is issued then your request cannot be guaranteed and neither Avis Nila Beach Resort can guarantee that your request will be honoured.

## **13. External services**

The Avis Nila Beach Resort website and telephone facility at which you stay may advertise the opportunity to purchase products or services from independent third party suppliers ("independent suppliers") including, by way of illustration only and without limitation, excursions, boat charters etc. ("external services"). The following provisions apply to all external services:

(i) All information on the Avis Nila Beach Resort website or otherwise communicated by Avis Nila Beach Resort regarding external services has been provided to Avis Nila Beach Resort by the independent suppliers. Such information does not constitute any endorsement or recommendation of the external service by Avis Nila Beach Resort is for general guidance only. Avis Nila Beach Resort makes any representation or warranty, express or implied, as to the nature, quality, cost or any other aspect of the external services and it is your responsibility to check all relevant details of the external services with the independent supplier prior to purchase or booking.

(ii) Avis Nila Beach Resort acts solely as intermediaries introducing independent suppliers. Your contract for any external services will be made direct with the relevant independent supplier and Avis Nila Beach Resort has any other involvement in or control over the provision of external services. Consequently, Avis Nila Beach Resort will not have any liability to you for the warranties, representations, acts, errors, omissions, breaches or negligence of any independent supplier or for any accidents, personal injuries, death, loss of or damage to property or any other

losses, damages, costs or expenses resulting, directly or indirectly, from your purchase or use of any external service, to the fullest extent permitted under applicable laws.

It is your responsibility to check that, where appropriate, the independent supplier has adequate public liability insurance for the external service and/or to ensure that you and any dependents or associates using the external service have adequate personal insurance cover against all foreseeable risks.

#### **15. Guest's obligations**

You agree to the terms and conditions of purchase imposed by Avis Nila Beach Resort. You also agree that you are fully responsible and shall pay for all charges, fees, duties, taxes, assessments and other amounts arising out of your reservation when due, including additional taxes and fees that may not be included in the quoted rate.

You understand that any violation of an Avis Nila Beach Resort's conditions may result in cancellation of your reservation and you forfeiting any monies paid for such reservation and an Avis Nila Beach Resort debiting your account for any costs it incurs as a result of such violation.

#### **16. Intellectual Property Rights**

'Avis Nila Beach Resort' has trademark protection. Any copyright and other intellectual property in the content and materials on the Avis Nila Beach Resort website remains with Avis Nila Beach Resort. Downloading, copying or otherwise using any material on the Avis Nila Beach Resort website is permitted only for private use and limited to the sole purpose of making a reservation.

#### **17. Force Majeure**

Avis Nila Beach Resort will not be liable for any change or cancellation of any reservation that is caused, in whole or in part, by events, occurrences, or causes beyond the control of Avis Nila Beach Resort or any Avis Nila Beach Resort. Such events, occurrences, or causes include, without limitation, acts of God, terrorist activities, weather, strikes, lockdowns, riots, acts of war, earthquake, volcanic activity, ash clouds, tsunamis, fire and explosions.

#### **19. Limitations**

Neither Avis Nila Beach Resort nor other providers of products or services related to the Reservations Facility are responsible for communication malfunctions, failures, difficulties or lost, stolen, or misdirected transmissions, messages or entries, or the security of any such communications to the fullest extent permitted under applicable laws. Further, neither Avis Nila Beach Resort nor any other providers of products or services related to the Reservations Facility are responsible for incorrect or inaccurate entry information, whether caused by user(s), by any of the equipment or programming associated with the Reservations Facility, or by any technical or human error that may occur in the processing of any information related to the Reservations Facility and shall not be liable for damages resulting from any of the foregoing to the fullest extent permitted under applicable laws.

Avis Nila Beach Resort may cancel or modify reservations where it appears that a user has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

#### **20. Governing Law**

These Reservation Terms and Conditions are governed by the laws of India and the Court of Sindhudurg District shall have exclusive jurisdiction in relation to any dispute in relation thereto.

#### **21. Contact Details**

Any queries arising from these Reservations Terms and Conditions should be sent by email to: [avisa.nila@gmail.com](mailto:avisa.nila@gmail.com)

## PART 2: RESERVATION PRIVACY POLICY

This Reservation Privacy Policy provides you with information about the personal data Avisa Nila Beach Resort collects in connection with the reservation at Avisa Nila Beach Resort, why we need to collect it, how it will be used, who it will be shared with and your rights in relation to it.

### **The personal data Avisa Nila Beach Resort collects**

In order to complete your reservation and arrange its fulfilment Avisa Nila Beach Resort needs to collect the following personal data as part of the reservation process:

- your first and last name;
- your email address;
- your country of residence
- details of your payment card including the card number, cardholder name, expiry date and CVV number.

You may also, if you wish, provide Avisa Nila Beach Resort with:

- your postal address (home or business);
- preferred contact telephone number.

The personal data you provide Avisa Nila Beach Resort in the course of the reservation process will be referred to in this Reservation Privacy Policy as the Reservation Data.

### **How Avisa Nila Beach Resort uses the Reservation Data**

Avisa Nila Beach Resort will be the data controller of the Reservation Data.

It is necessary for Avisa Nila Beach Resort to process the Reservation Data so that the contract for your Resort reservation can be fulfilled and to take all necessary steps that involve transmitting the Reservation Data to the Resort.

On receipt of the Reservation Data the relevant Avisa Nila Beach Resort will also become a data controller of the Reservation Data and will use it for all purposes necessary to fulfil your reservation including contacting you prior to your stay. Avisa Nila Beach Resort will not use the Reservation Data for any purpose other than fulfilling your reservation and will need your specific consent to use it for any other purpose.

Avisa Nila Beach Resort will only store the Reservation Data for as long as is necessary to fulfil your reservation. The Reservation Data will be destroyed, anonymised and/or deleted once your reservation has been fulfilled and all payment and administrative matters have been completed.

### **Your rights**

You have the following rights in relation to the Reservation Data:

- to request access to your Reservation Data by an email request to [avisa.nila@gmail.com](mailto:avisa.nila@gmail.com);
- to request that the Reservation Data be amended or deleted although that may mean your reservation cannot be fulfilled.

**Effective from 1<sup>st</sup> December, 2021.**