

## TERMS & CONDITIONS

### Introduction

This web site and the related web sites contained herein (collectively, the “**Site**”) make available information on hotels, resorts, and other transient stay facilities (each a “**Property**”) owned, managed or franchised by the Pratiksha Himalayan Retreat, Kausani, and other travel-related or consumer goods and services. The Site, and the services of each of its modules, is offered exclusively by Pratiksha Himalayan Retreat, Kausani and/or its various third party providers and distributors.

The terms and conditions set out below (“**Conditions**”) apply to your use of the Site including the use of the information services offered on the Site.

In accessing, using, viewing, transmitting, caching or storing this Site or any of its services, functions, materials, or contents, you shall be deemed to have agreed to each and all the Conditions and notices in this Site without modification. Further, you agree to be bound by these Conditions so please carefully read this section before proceeding. If you do not accept these Conditions, you must refrain from using the Site. These Conditions must be read in conjunction with any other applicable terms and conditions governing the use of the Site.

### 1. Site

The Site makes available information relating to hotels and resorts owned or managed by the Pratiksha Himalayan Retreat, Kausani, and its subsidiaries, controlled entities, affiliates and related parties belonging to Pratiksha Himalayan Retreat, Kausani.

### 2. Trademarks

The Site contains the name, trade and service marks, logos, devices of “Hotel Uttarakhand ”

## TERMS & CONDITIONS

In a manner that disparages PRATIKSHA HIMALAYAN RETREAT, KAUSANI or its information, products or services (including the Site).

Nothing contained on the Site should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any of the trademarks without the written

permission of PRATIKSHA HIMALAYAN RETREAT, KAUSANI or such other party that may own the trademarks.

### **3. Copyright**

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Without limitation you may not, without such approval from PRATIKSHA HIMALAYAN RETREAT, KAUSANI, create derivative works from any part of the Site. Information procured from a third party may be the subject of copyright owned by that third party. Unauthorized use of the Site and/or the materials contained on the Site may violate applicable copyright, trademark or other intellectual property laws or other laws. You must retain all copyright and trademark notices, including any other proprietary notices, contained in the materials. The use of such materials on any other web site or in any environment of networked computers is strictly prohibited.

### **4. Your use**

The Site is for your personal non-commercial use and the Information may be downloaded or printed by you solely for that purpose. You may only use the Site if you are at least 18 (eighteen) years of age and can enter into binding contracts (the Site is not available for use by minors). The right to use the Information is a license only, not a transfer of title, and is subject to the following restrictions:

The information may not be used for any commercial purpose or public display, performance, sale or rental;

No copyright or other proprietary notices may be removed:

The information may not be transferred to another person;

Software may not be interfered with in any manner;

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Every person downloading, reproducing or otherwise using the Information must prevent any unauthorized copying of the Information;

You will only use the information for lawful purposes and in accordance with these Conditions.

In addition, you agree that you will not use robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein, without the prior written consent of PRATIKSHA HIMALAYAN RETREAT, KAUSANI (such content is deemed given for standard search engine technology employed by internet search web sites to direct internet users to the Site).

## **5. Information**

PRATIKSHA HIMALAYAN RETREAT, KAUSANI strives to ensure that the information is accurate and reliable. You accept that all Information provided on the Site or any other material accessed through the Site including via any Linked Website (refer Condition 8) is general information and is not in the nature of advice.

You also accept that all of the Information is provided on an “as is” basis and to the extent permitted by law, is provided without any warranty, representation or condition of any kind whether express, implied, statutory or otherwise. You assume all responsibility and risk for your use of or reliance upon Information and the Site or any other material accessed through the Site including via any Linked Web Site.

Whilst PRATIKSHA HIMALAYAN RETREAT, KAUSANI seeks to ensure that the Information is reliable and accurate, errors and omissions may occur and therefore, to the extent permitted by law, PRATIKSHA HIMALAYAN RETREAT, KAUSANI does not make or give any representation or warranty (express or implied) of any kind as to any matter relating to the Site and any Linked Web Site, including without limitation, as to merchantability, non-infringement of intellectual property rights or fitness for purpose.

In particular PRATIKSHA HIMALAYAN RETREAT, KAUSANI does not warrant that:

The Information or any other material accessed through the Site including via any Linked Web Site is reliable, accurate or complete including, without limitation, information relating to prices and availability; or

Your access to Information or any other material accessed through the Site including via any Linked Web Site will be uninterrupted, timely or secure.

PRATIKSHA HIMALAYAN RETREAT, KAUSANI is not liable for any loss (direct or indirect) resulting from any action taken or reliance made by you on the Information or any other material accessed through the Site including via any Linked Web Site. You should make your own inquiries and seek independent professional advice before acting or relying on any such information or material.

PRATI KSHA HIMALAYAN RETREAT, KAUSANI may from time to time update, modify or add to the Information, including these Conditions and absolutely reserves the right to make such changes without any obligation to notify past, current or prospective users of the Site. Unless otherwise specified to the contrary all new Information shall be subject to these Conditions.

PRATI KSHA HIMALAYAN RETREAT, KAUSANI does not guarantee that the Site will operate continuously or without interruption or be error free. PRATI KSHA HIMALAYAN RETREAT, KAUSANI may suspend or discontinue any aspect of the Site at any time without being liable for any direct or indirect loss as a result of such action.

## **6. Liability Disclaimer & Exclusion**

In no event shall PRATI KSHA HIMALAYAN RETREAT, KAUSANI be responsible for any direct, indirect, special, incidental or consequential loss or damage, however arising and whether in contract, tort or otherwise, which you may suffer in connection with or arising out of:

Your use of the Site or any Linked Web Site; or

Your use of or reliance on Information or any other material accessed through the Site including via any Linked Web Site including without limitation, loss or damage by way of loss of profits, loss of business opportunity, business interruption or loss of information.

These Conditions do not purport to exclude liability arising by any applicable law if, and to the extent, such liability cannot be lawfully excluded, however, to the extent permitted by law, all warranties, terms or conditions which would otherwise be implied into these Conditions are hereby excluded.

Where applicable law implies any warranty, term or condition, and that law prohibits exclusion or modification of any such warranty, term or condition, then the liability of PRATI KSHA HIMALAYAN RETREAT, KAUSANI shall include liability for any breach of such warranty, term or condition but, to the extent permitted by law, the remedy for such breach will be limited as follows:

If the breach related to services the remedy will be limited to the supply of the services again or payment of the cost of having the services supplied again; and

If the breach related to products and the products can be repaired the remedy will be limited to repair of such products or payment of the costs of having the products repaired, but otherwise, replacement of the products or the supply of equivalent products or payment of the cost of replacing the products or of acquiring equivalent products.

The limitation of liability applies whether the alleged liability is based on contract, tort, negligence, strict liability or any other basis even if we have been advised of the possibility of such damage.

If you are dissatisfied with the use of the Site, or any of the products, services, members, suppliers and/ or buyer offered in connection therewith or associated therewith, as the case may be, your sole and exclusive remedy shall be to discontinue use of the Site.

## **7. Specific Warnings**

You must ensure that your access to and your use of the Site is not illegal or prohibited by laws which apply to you.

You must take your own precautions that the process which you employ for accessing the Site does not expose you to the risk of virus, corrupted data, worms, other instructions or design that would erase data or programming or cause the Site or any equipment or system to become inoperable or incapable of being used in the full manner for which it was designed, or be subjected to malicious computer code, computer program routine or process or other forms of interference which may damage your computer system. Without limitation, you are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Site and is compatible with the Site. For the removal of doubt, PRATIKSHA HIMALAYAN RETREAT, KAUSANI does not accept responsibility for any interference or damage to your computer system which arises in connection with your use of the Site or any Linked Web Site.

PRATIKSHA HIMALAYAN RETREAT, KAUSANI does not guarantee or warrant that any material available for downloading from the Site or any Linked Web Site will be free from any virus, infection or other condition which has contaminating or destructive properties. You are responsible for taking sufficient precautions and checks to satisfy your own particular requirements for accuracy of data input and output.

You must ensure that any information which you provide to PRATIKSHA HIMALAYAN RETREAT, KAUSANI is accurate and complete and does not contain any virus, malicious computer code, computer program routine or process or other form of interference which may damage the computer system of PRATIKSHA HIMALAYAN RETREAT, KAUSANI or the Information or which may detrimentally interfere with or surreptitiously intercept or expropriate any PRATIKSHA HIMALAYAN RETREAT, KAUSANI system, data or information.

## **8. Linked Websites**

The Site may contain links to other web sites ("**Linked Web Sites**"). Those links are provided for convenience only. PRATIKSHA HIMALAYAN RETREAT, KAUSANI provides such links solely as a convenience to you and for information purposes only. PRATIKSHA HIMALAYAN RETREAT, KAUSANI has not reviewed all of the information on these other websites.

You acknowledge and agree that PRATIKSHA HIMALAYAN RETREAT, KAUSANI does not have any control over the content or availability of Linked Web Sites and accepts no responsibility for the content, privacy practices or any other aspect of Linked Web Sites. Links with Linked Web Sites should not be construed as an endorsement, approval or recommendation by PRATIKSHA HIMALAYAN RETREAT, KAUSANI of the owners or operators of those Linked Web Sites, or of any information, graphics, materials, products or services referred to or contained on those Linked Web Sites, unless and then only to the extent expressly stipulated to the contrary. If you decide to access the Linked Web Sites, you do so at your own risk.

## **9. Hotel reservations**

The reservations feature of the Site is provided solely to assist customers in determining the availability of travel related services and products and to make legitimate reservations and for no other purpose.

You warrant that you are at least 18 years of age, possess the legal authority to enter into the legal agreement constituted by your acceptance of these Conditions and to use the Site in accordance with such Conditions. You agree to supervise all usage by minors of this

Site under your name or account. You also warrant that all information supplied by you or members of your household in using this Site is true and accurate and without limitation, or any false or fraudulent reservations.

You agree to be financially responsible for your use of the Site including without limitation for all reservations made by you or on your account for you, whether authorized by you or not. For any reservations or other services for which fees may be charged you agree to abide by the terms or conditions of supply including without limitation payment of all moneys due under such terms or conditions.

The Site contains details of hotel charges and room rates (including any available special offers) for hotels and resorts owned or managed by PRATIKSHA HIMALAYAN RETREAT, KAUSANI.

Hotel reservation terms and conditions of booking are set out on the Site and payment will be in accordance with the procedure set out in such terms and conditions.

You agree that you will make only legitimate reservations in good faith for use by you and your invited guests only, and not for other purposes, including without limitation, reselling, impermissibly assigning or posting on third party web sites or making speculative, false or fraudulent reservations, or any reservation in anticipation of demand.

No contract will subsist between you and PRATIKSHA HIMALAYAN RETREAT, KAUSANI or any of its affiliates in respect of any services or products offered through the Site unless and until

PRATIKSHA HIMALAYAN RETREAT, KAUSANI accepts your order by e-mail or automated Confirmation through the Site confirming that it has accepted your reservation, booking or order and any such contract shall be deemed to incorporate the hotel reservation terms and conditions of booking. Any other relevant terms and conditions relating to particular services or products are set out in the Site.

### **TERMS & CONDITIONS**

You undertake that all details you provide to in connection with any services or products which may be offered by PRATIKSHA HIMALAYAN RETREAT, KAUSANI on the Site (including hotel room reservations) will be correct and, where applicable, the credit card which you use is your own and that there are sufficient funds to cover the cost of any services or products which you wish to purchase. PRATIKSHA HIMALAYAN RETREAT,

KAUSANI reserves the right to obtain validation of your credit card details before providing you with any services or products.

## **10. Termination of Access**

If you breach any of these Conditions your license to use the Site will terminate immediately without the necessity of any notice being given to you.

Otherwise access to the Site may be terminated at any time by PRATIKSHA HIMALAYAN RETREAT, KAUSANI without notice.

The provisions of these Conditions excluding, limiting and disclaiming the liability of PRATIKSHA HIMALAYAN RETREAT, KAUSANI will nevertheless survive any such termination.

## **11. Indemnification**

You agree to indemnify and defend and hold us and our subsidiaries, affiliates, officers, directors, agents and employees harmless from any claim or demand, made by any third party due to or arising out of your breach of this agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party. PRATIKSHA HIMALAYAN RETREAT, KAUSANI's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

## **12. Communication**

With respect to all communications made to PRATIKSHA HIMALAYAN RETREAT, KAUSANI on or through the Site including, without limitation, feedback, questions, comments and suggestions (the "Communications"): (a) no right of confidentiality shall apply to the Communications and PRATIKSHA HIMALAYAN RETREAT, KAUSANI shall have no obligation to protect the Communications from disclosure; (b) PRATIKSHA HIMALAYAN RETREAT, KAUSANI shall be free to reproduce, use, disclose and distribute the Communications to others; and (c) PRATIKSHA HIMALAYAN RETREAT, KAUSANI shall be free to use any ideas, concepts, know-how or techniques contained in the Communications for any purpose whatsoever, including, without limitation, the development, production and marketing of products and services that incorporate such information.



### **13. General**

PRATIKSHA HIMALAYAN RETREAT, KAUSANI does not accept any liability for any failure by HOTEL

UTTARAKHAND KAUSANI to comply with these Conditions where such failure is due to circumstances beyond its reasonable control.

## **TERMS & CONDITIONS**

If PRATIKSHA HIMALAYAN RETREAT, KAUSANI waives any rights available to it under these Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of these Conditions are invalid, unenforceable or illegal for any reason, the remaining Conditions shall nevertheless continue in full force.

You are completely responsible for all charges, fees, duties, taxes and assessments arising out of the use of the Site.

### **14. Privacy**

PRATIKSHA HIMALAYAN RETREAT, KAUSANI respects the privacy of the users of this Site. Your use of the Site is subject to PRATIKSHA HIMALAYAN RETREAT, KAUSANI Privacy Policy. If you would like to view the privacy practices please review our Privacy Policy available on the Site. By using our site, you consent to your personal information being processed as set out in our Privacy Policy.

### **15. Governing Law**

Substantive laws of the Republic of India

### **16. Arbitration**

In the event of any dispute arising out of or in connection with the subject matter of this agreement, parties / guests agree to refer such dispute to arbitration to be conducted under the rules of the London Court of International Arbitration, India (“LCIA India”). Arbitration proceedings shall be conducted before a Sole Arbitrator to be mutually appointed by the parties. If parties are unable to agree on a sole arbitrator, such sole arbitrator shall be appointed as provided for under the LCIA India Rules. Seat of such arbitration shall be in Mumbai and proceedings shall be conducted in English. The decision of the arbitrator shall be final and binding.

### **17. Jurisdiction**

Exclusive jurisdiction of the Courts in Almora

## **18. Return to Site**

To return to the Site, click where indicated. By doing so, you acknowledge that you read, understood and accepted these Conditions.