

## Terms and Conditions

The following Terms and Conditions apply to all bookings made on this website. We kindly ask that you take a moment to read them prior to making a Booking.

The Company enters into this Agreement as principal for Bookings made for the hotels it owns and as agent where a Booking is made for a hotel that it operates on behalf of the Hotel Owner. The booking confirmation will clearly state the identity of the Owner.

In these Terms and Conditions the following definitions apply: 1. Definitions

“Company” or “we” means “Bharhka Countryside Cottage Resorts” whose registered office is at the Left bank, Naggar Road, Sarsai, PO Haripur, Manali, Distt. Kullu – 175136, Himachal Pradesh, India.

“Booking” means the booking for accommodation, functions and/or any other services or items made with us. “Contract” means the Booking and these Terms, and any other terms and conditions stated to apply to the Booking.

“Hotel” means the premises for which your Booking is made. “Terms” means these terms and conditions.

“Websites” means “[www.bharhka.countrysidetravels.com](http://www.bharhka.countrysidetravels.com)” any other website owned or operated by us relating to a Hotel from time to time.

“VAT” means value added tax. 2. Bookings All Bookings at the Hotel are subject to these Terms.

At the time of booking or at check-in, we will take your credit/debit card details and you authorise the use of this card for any sums that become owing to us. We shall also have the right to require full payment in advance or a deposit at the time of booking in certain circumstances or if the Booking includes the supply of certain items or services. No Booking shall be treated as confirmed until the details and/or payment/deposit described in this paragraph have been provided.

## 3. Charges

The prices displayed on the Websites are an average per night per room until a rate is selected. Any meals, luxury tax, service or VAT (at the prevailing rate)

are excluded only i. A minimum length of stay, deposit, cancellation charge and other conditions may apply to certain rates, as specified. Once a rate is selected on the Websites, the total for your requested stay shall be displayed on the reservation summary. Prices shall be charged in the local currency of the Hotel and any currency conversion facility is provided as an approximation tool only.

Price lists for additional items, such as restaurant meals and room service, are on display at relevant locations within the Hotel and are available on request.

#### 4. Check-in/ Check-out Time

In the interests of security and to prevent fraud, at the time of check-in, guests may be required to confirm their identity by providing their booking reference and their passport/identity card/driving licence. If guests are travelling from outside India, we are also obliged by law to

require guests to provide the number and place of issue of your passport/identity card and details of their next destination. These records will be kept for at least 12 months and may be disclosed or made available for inspection by any police officer or as otherwise required by applicable law in connection with the prevention or investigation of crime. The information above may be requested for each member of your party and we reserve the right to refuse entry to persons who cannot provide the information set out above.

Unless otherwise stated on the booking confirmation, Guests may check-in at any time from 12.00 noon on the scheduled day of arrival. All rooms that have been secured by credit/debit card or prepaid at the time of booking will be held until 11:59pm on the scheduled day of arrival unless otherwise agreed directly with the Hotel. Any non-secured reservation will be held until 4.00 p.m. on the day of arrival at which time we will be entitled to re-let the room, unless the guest has notified the hotel of a late arrival.

On the day of departure we kindly ask all guests to vacate their rooms by 12.00 noon (unless a later departure is stated as part of your Booking). Late check-out after this time can be requested subject to availability and will be charged at an hourly rate at the discretion of the Hotel.

Rooms are subject to maximum occupancy rules set by the Hotel. If you would like further details please contact the Company or the Hotel.

## 5. Payment

We accept the following methods of payment: credit cards: American Express, MasterCard/Diners International, Diners Club, JCB International Credit Card, Visa; debit cards - Visa/Delta and Visa/Electron.

For advance purchase rates the card you booked with must be presented on arrival, along with the appropriate ID.

All outstanding charges must be paid for in full on check-out from the Hotel. If the outstanding charges do not exceed the authorisation taken on check-in, the authorisation for the amount not utilised will be released, however, we cannot control how long it takes for your bank to effect such release. If staying for multiple nights at the Hotel we may require you to make payment for any outstanding charges on a more frequent basis during your stay.

## 6. Cancellation Policy and No Shows

The cancellation policy varies according to the rate that is booked. Please refer to the individual full rate descriptions given at booking.

Refer to our cancellation policy.

## 7. Changes or Cancellation by the Company

Very occasionally we may need to cancel your Booking. In such circumstances you will be given a full refund but we shall have no further liability to you arising out of such cancellation. We will, however, use reasonable endeavours to try and re-locate any confirmed Booking cancelled by us to an alternative location similar in standard to the Hotel.

Your booking is for a class of room in the Hotel and does not guarantee that you will be able to stay in a specific room or in the same room for the duration of your stay. If we need to move you

to a different room during your booking for which a lower rate is available than the rate you booked at, we will refund you the difference in the rates.

## 8. Damage

We reserve the right and you hereby authorise us to charge your credit or debit card for any damage incurred to your room or the Hotel during your stay

(including without limitation specialist cleaning) or for any items that are missing when you leave. 9. Accessibility

Dependent on your individual needs a selection of specifically designed rooms is provided at our hotel.

Please contact our Customer Centre on +91-97362-79780 to discuss specific individual requirements and the availability of appropriate accommodation, and we will do our best to accommodate your needs.

## 10. Leisure

Guests staying in a Hotel, may avail game room, swimming pool throughout the duration of their stay. A condition of using the facilities is that you must comply with the hotel rules and regulations. Charges may apply for use of some facilities, please enquire at the Hotel for further details.

Children under 16 years of age must be accompanied by an adult at all times and may use the facilities until 6.00 p.m., except on a Friday, Saturday and Sunday when they can use the pool until 8.00 p.m. For health and safety reasons children under 16 are not permitted to use the gymnasium and children under 12 are not permitted to use the sauna, spa bath or steam room.

At certain times, facilities may become unavailable due to maintenance, adverse weather conditions or other reasons beyond our control. We will attempt to keep all Hotel guests informed of these circumstances however this may not always be possible. If any facility is a significant reason for your choice of Hotel, we would advise you to check directly with the Hotel in advance of arrival.

## 11. Parking

Hotel has its own car park, and there are no charges. Terms and conditions may also apply to car park

use. Please contact the Hotel directly for more information. Cars and their contents are left at the owner's/customer's own risk. We do not accept responsibility for loss or damage (save as may not be excluded

or restricted by applicable law). 12. Hotel Events

Please be aware that at certain times throughout the year some of our hotels may

host weddings, events and parties, which you may feel would be an intrusion on your break. Please contact the Hotel directly in advance of your stay for further information.

### 13. Guest Behaviour

Guests are requested to conduct themselves appropriately at all times and to comply with Company procedures and/or requests with regard to conduct and respect for the property of the Hotel, its employees and guests and their health and safety. Guests are requested not to disrupt the comfort and enjoyment of other guests, the smooth running of the Hotel, or cause offence to other guests or our members of staff. We reserve the right to refuse accommodation or services or remove you and members of your party from the Hotel if, in our reasonable opinion, we consider this provision to have been breached. Where this is the case shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred.

### 14. No Smoking

Guests are not permitted to smoke in rooms or public areas.

### 15. Children

All children (a person under 16 years of age) staying at the Hotel must be accompanied by an adult and must be supervised by an adult at all times.

Cots and extra beds are available in our property. However, these are limited and subject to availability. Additional charges may apply. Please check at the time of booking.

### 16. Pets

Guide dogs are accepted with prior arrangement, and other dogs may be accepted at the hotel's discretion, but otherwise no pets are allowed at the Hotel.

### 17. Force Majeure

The Company accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather

conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

#### 18. Limitation of Liability

The Company will not be responsible for the loss or damage of any property left in the Hotel.

The Company will not be liable for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of the Company, its employees, contractor or agents or

otherwise). The Company's total liability shall not exceed the value of the charges received by it under the Contract.

Nothing contained in the Contract or in any other document referred to or incorporated in it shall be read or construed as excluding any liability for death or personal injury caused by the Company's negligence or liability for fraud or fraudulent misrepresentation.

#### 19. Governing Law and Jurisdiction

The Contract and any non-contractual obligations arising in connection with it are governed by Indian law.

The Indian courts have exclusive jurisdiction to determine any dispute arising in connection with the Contract, including disputes relating to any non-contractual obligations.

All disputes will be subject to Kullu Jurisdiction.

#### 20. Web Site Information

While all reasonable efforts have been taken to ensure the accuracy of information on the Websites, the Company does not accept responsibility for errors or omissions and reserve the right to amend, cancel or vary any of the arrangements featured on the Websites without notice. Please note that in certain circumstances, generic photographic images have been used to represent the general style of a particular product or hotel.

The content of the Websites is the copyright of the company, and may not be

copied, reproduced, published, distributed or amended for any other purpose without our prior written consent.

Trade marks used on the Websites are the property of the respective owners. Hyperlinks to third party websites are provided for your convenience. We cannot accept responsibility for the content or use of third party sites.

The Websites are operated by the company.