

# ERAELIYA VILLAS & GARDENS

## TERMS AND CONDITIONS

### ENTIRE PROPERTY BOOKINGS

#### 1. BOOKING:

A. A deposit of 50% of the total value of your booking is required to reserve your booking unless otherwise agreed in writing with Integra (PVT) Ltd or our Managing Agent.

B. The balance payment must be received 30 days (60 days if peak period) before the date of arrival. No reminder will be sent and failure to pay on time may result in the loss of the booking.

Where an alternative payment schedule or deposit/balance ratios have been agreed in writing with Integra (PVT) Ltd or our Managing Agent, the payments must be received by the dates agreed, no reminder will be sent and failure to pay on time may result in the loss of the booking.

C. Your booking is not considered confirmed and no contract will exist between you and Integra (PVT) Ltd until we receive a deposit from you, regardless of any verbal, written or email conversation or correspondence you may have had with a principal or representative of Integra (PVT) Ltd or our Managing Agent.

D. We will not accept a booking where the number in your party exceeds the number that the property accommodates. We reserve the right to refuse entry to the property or to ask you and your party to vacate the property if this situation arises or if the number of guests in your party exceeds that for which your booking has been made for. No refunds will be payable under these circumstances.

E. (1) For the entire property booking a security deposit equal to one day's rent will be payable on your arrival by way of cash. This deposit will be used as security for any damages and/or charges incurred by you or your guests during your stay. This amount less any chargeable items will be returned to you upon your departure, however this does not limit your liability for any defects or damages discovered after your departure, deemed to be the responsibility of you and/or your guests.

(2) If the charges cannot be determined at the time of departure, Integra (PVT) Ltd or the Managing Agent are entitled to withhold a reasonable estimate from your security deposit and will return any balance as soon as the actual cost has been determined.

#### F. You agree:

(1) not to make any change or alteration to the property or fix anything to the walls or damage it in any way or remove any of the furniture or effects or carry out any redecorations.

(2) not to use the property other than as a private holiday residence for the people specified on the booking form and that the number of people staying overnight at the property may not exceed the number (adults and children) given at the time of the booking confirmation, without prior written agreement from Integra (PVT) Ltd or our Managing Agents.

(3) not to behave in a way that might conceivably cause embarrassment to the owner or neighbors or others sharing the property.

(4) to pay for the washing or repair of any item in the boundaries of the property which is soiled or damaged during your stay except for reasonable and normal wear and tear.

(5) to allow us or our representatives with or without workmen to enter and view the property on reasonable notice (except in the case of emergency where no notice shall be necessary) to carry out repairs which may be necessary during your stay.

(6) not to sublet the property.

(7) not to ask any of the staff to leave the property other than in order to purchase food or goods that you have reasonably requested and they having agreed to do so, you having provided the funds to carry out such purchase. If at any time during your stay you break any of your obligations then we and/or our Managing Agent can re-enter the property and your rental will immediately end without prejudice to any other rights and remedies that we and/or our Managing Agent may have.

## 2. PAYMENT:

(a) The prices quoted on our website for bookings are in US dollars. The price is the exact amount to be received by us, irrespective of fluctuations in currency and irrespective of any third-party transfer charges. If you choose to pay by electronic transfer, please instruct your bank to charge all costs to you in order to avoid a shortfall in the amount that we receive.

(b) Bank to bank transfer payments: we will email you our banking details on request.

(c) Integra (PVT) Ltd and our Managing Agent reserves the right to offer discretionary discounts and this does not affect the status of any guests who have paid the full price and no discount will then become due to you.

## 3. ARRIVAL / DEPARTURE TIMES:

Arrival time is not before 2.30pm, departure time is no later than 11am. Early check in and late check out may be arranged but are subject to availability and may incur additional costs.

## 4. YOUR TRAVEL ARRANGEMENTS:

All travel arrangements are your responsibility and at your own cost, including the application and cost of any travel visas required. We shall not be held liable for any consequences arising from delays or cancellations in any of the companies you may have made arrangements with, or for any irregularities in your documentation required for travel. Transfers to/from the property are at your own cost, unless otherwise specified.

## 5. INSURANCE & HEALTH

(a) YOU MUST HAVE FULL TRAVEL INSURANCE TO COVER THE ACTIVITY OF THIS HOLIDAY. You need to have your own travel insurance and provide us with those details in case of emergency. Your insurance should cover you for cancellation, sickness, losses and all the usual risks.

(b) You should also consult a doctor to check that you are sufficiently fit and healthy to undertake yoga classes and other physical activities that we arrange at your request.

(c) Please be sure to advise us of any health conditions and all medications you are taking before you book. If you experience any injury or discomfort during any activity during your stay, then you must desist immediately.

(d) Whilst all measures are taken to ensure a high standard of health and safety, we are situated by the sea where the terrain up to the accommodation can be uneven and we shall not be responsible for any injuries caused by uneven terrain.

## 6. CANCELLATION AND AMENDMENTS BY YOU:

You (or any member of your party) may cancel your booking at any time, providing that the cancellation is made by the person submitting the booking form and is notified to us or our Managing Agent in writing. Cancellation will take effect the day such notification is received by us and cancellation charges as are follows:

For cancellations more than 60 days before the arrival date, a charge of 20% of the total booking amount will be levied.

(a) For cancellations and/or amendments 30-60 days before the arrival date, a charge of 50% of the total booking amount will be levied.

(b) For cancellations 1-29 days before the arrival date and for no-shows, no refund will be made.

(c) During peak periods, 30 days will be added to all cancellation periods.

(d) Any amendments that reduce the total booking or retreat amount will be treated as a partial cancellation and may be subject to the cancellation fees stated above.

## 7. AMENDMENTS BY INTEGRA (PVT) LTD:

Occasionally, changes may have to be made (e.g. therapist, yoga teacher, or other arrangements), which we reserve the right to do at any time. Changes are usually minor and we will advise you at the earliest possible date. If your accommodation has to be changed, we will do our utmost to provide accommodation of a similar rating. If a significant change becomes necessary, we will inform you as soon as reasonably possible if there is time before your departure.

#### 8. CANCELLATION BY INTEGRA (PVT) LTD:

We reserve the right in any circumstances to cancel the property booking, in which case we will offer a full refund of all monies paid. Under these circumstances we will not be liable to you or any member of your party for any associated costs or losses, including but not limited to flights, transfers and accommodation.

#### 9. OUR LIABILITY TO YOU:

(a) We accept responsibility for ensuring that the property is supplied as described and that the services we are contractually obliged to provide are to a reasonable standard.

(b) We do not accept any liability for cancellations, delays or changes caused by war, threat of war, terrorist actions or threats, pandemics, closure of airports, civil strife, industrial action, natural disaster, technical problems to transport, staff cancellations by third party operators, unforeseen changes in your personal circumstances or other events beyond our control.

(c) We are not liable for any injuries you may incur. Our therapies and other activities, including use of the swimming pool, yoga deck or fitness corner are undertaken at your own risk. We are not liable for any medical or psychiatric conditions which may develop during or subsequent to the retreat or any other activities. We are not liable for loss of, or damage to, your personal property.

(d) The property is not responsible for personal valuables if they are not kept in the safe box. If there is no safe, it will be provided on request.

(e) Management will not accept responsibility for the loss or damage to any personal belongings left unattended on these premises.

#### 10. SMOKING POLICY:

Smoking in rooms is strictly prohibited. Deep cleaning fee is 100 USD per each day of stay.

#### 11. GROUP BOOKINGS:

Where a booking is made on behalf of several individuals the booking is conditional on the person signing the booking form having authorization from all the individuals named on the booking form to enter into this contract. A deposit from every group member is required. If any member of the group cannot come for any reason, their deposit is forfeit.

#### 12. ADDITIONAL CONDITIONS FOR ALL RETREATS:

Booking: In order to be accepted on a retreat we may require that you complete and return a health questionnaire. Contraindications: Anyone with chronic illness should consult with their registered health practitioner before attending. In certain cases, we may ask for a letter from your health practitioner to confirm that you are well enough to participate in the retreat.

#### 13. LEGAL DISCLAIMER:

The information contained in our marketing material and websites is for general guidance on matters of interest only. Given the changing nature of laws, rules and regulations, and the inherent hazards of electronic communication, there may be delays, omissions or inaccuracies in information contained in this sites and marketing material. Accordingly, the information is provided with the understanding that the authors and publishers are not herein engaged in rendering professional advice and services. As such, it should not be used as a substitute for consultation with professionals or other competent advisers. Before making any decision or taking any action, you should consult someone at Integra (PVT) Ltd. While we have made every attempt to ensure that the information has been obtained from reliable sources, Integra (PVT) Ltd is not responsible for any errors or omissions, or for the results obtained from the use of this information. All information is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose. In no event will Integra (PVT) Ltd, its related partnerships or corporations, or the partners, agents or employees thereof be liable to you or anyone else for any decision made or action taken in reliance on the information provided or for any consequential, special or similar damages, even if advised of the possibility of such damages.



#### **14. WEBSITE & SOCIAL MEDIA PRIVACY POLICY:**

Any personal information that you provide Integra (PVT) Ltd will be used only for the service you requested. Integra (PVT) Ltd does not automatically capture or store personal data from visitors to the website, except to log the user's IP address and session information such as the duration of the visit to the website site and the nature of the browser used. This information is used only for administration of the site system and in the compilation of statistics used by Integra (PVT) Ltd to assess the use of the website. This privacy policy does not cover the links within the website linking to another website. We will not use any moving or still images of your or your guests taken during your stay or at a retreat at the property on the websites or any form of social media without your express permission.

#### **15. GOVERNING LAW & EFFECT OF PARTIAL INVALIDITY:**

These terms and conditions are entered into under Sri Lankan law and the laws of the country shall govern the validity and interpretation of the terms and conditions and the performance due thereafter. Should any section or any part of any section of these terms and conditions be rendered void, invalid or unenforceable for any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this agreement.

#### **16. ARBITRATION & LEGAL FEES:**

In case of any dispute regarding any terms or performance of these terms and conditions, the dispute shall be subject to arbitration in accordance with rules and regulations then obtaining to the laws and courts of Sri Lanka. Should either party bring a suit to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover court costs and reasonable legal fees.