

## TERMS AND CONDITIONS OF LARICA GROUP OF HOTELS

To ensure that this Hotel is accepted by public as a reputedly dignified venue and provides a safe and comfortable stay to guests, the following rules need to be followed: Not abiding by these rules may lead to cancellation of stay and/or refusal to use the hotel facilities.

Further, if you happen to damage any equipment or fixtures inside the hotel premises, the Hotel reserves a right to charge you the full cost of the same.

### Rules

1. Do not use the guest rooms for purposes other than intended without authorization.
2. Do not light fire in the passage or guest rooms for heating or cooking.
3. To prevent fire, refrain from smoking on bed, in non-smoking rooms, and in any other places prone to catch fire.
4. The equipment and articles in guest rooms are strictly meant for the guests staying in the Hotel. Hence, inside the guest rooms, use of such equipment and articles by outsiders is prohibited.
5. Be careful not to move the articles in the Hotel or guest rooms from their fixed places without permission.
6. Do not change the position of the gadgets and fixtures in the Hotel or guest rooms without permission.
7. Do not bring the following inside the hotel premises:
  - a Animals, birds, etc.
  - b Things giving off foul smell
  - c Articles exceeding the normal amount that can be carried into a hotel
  - d Guns, swords, etc.
  - e Explosives, or articles containing volatile oils that may ignite or catch fire
  - f Any other articles that may pose a threat to the safety of other guests staying in the Hotel
8. Do not scream, sing loudly, or create loud noises by any other actions inside the Hotel or guest rooms, as it may disturb or annoy other guests staying in the Hotel.
9. Refrain from engaging into gambling or acts that violate public order and morals inside the Hotel or guest rooms.
10. Do not distribute advertisement goods or sell articles to the other guests or collect donation or signatures from them inside the Hotel premises, without proper permission.
11. Note that we may refuse stay to patients suffering from an illness that may cause discomfort of any kind to the other guests inside the Hotel.
12. Do not leave your personal belongings in the passages or the lobby.
13. Any acts of photography that may bother the other guests in the Hotel are strictly prohibited inside the Hotel or guest rooms.
14. Any personal meetings should be held in the lobby floor only.
15. In principle, the guest rooms accommodating same guests continuously for two or more nights shall not be cleaned during their period of stay. Such rooms, however, shall be cleaned once in six days to maintain cleanliness. Further, if cleaning of one or more of the guest rooms is deemed necessary by the hotel authorities, the guests occupying the room(s) shall not have a right to deny such room cleaning.

## Article 1 (Scope of Application)

---

- Contracts for accommodation and related agreements to be entered into between this Hotel and the Guest to be accommodated shall be subject to these Terms and Conditions. Any particulars not provided herein shall be governed by laws and regulations and/or generally accepted practices.
- If the Hotel has entered into a special contract with the Guest insofar as such special contract does not violate laws and regulations and generally accepted practices the special contract shall take precedence over the provisions of these Terms and Conditions, notwithstanding the preceding Paragraph.

## Article 2 (Application for Accommodation Contract)

---

- A Guest who intends to enter into an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:
  1. Name, address, age, gender, nationality, and occupation of the Guest
  2. Date of accommodation and estimated time of arrival
  3. Accommodation charges (based in principle on the Basic Accommodation Charges listed in the Attached Table 1); and
  4. Other particulars deemed necessary by the Hotel.
- If Guests request to extend their stay, during their stay at the Hotel, beyond the date in subparagraph (2) of the preceding Paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such request is made.

## Article 3 (Conclusion of Accommodation Contracts, etc.)

---

- An Accommodation Contract shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply where it has been proved that the Hotel has not accepted the application.
- The deposit shall be first used for the Total Accommodation Charge to be paid by the Guest, secondly for cancellation charges under Article 6 and thirdly for reparations under Article 17 as

applicable. The remainder, if any, shall be refunded at the time of payment for accommodation as stated in Article 11.

- If the Guest fails to pay the deposit by the date as stipulated in Paragraph 2, the Accommodation Contract shall be treated as invalid. However, the same shall apply only in the case where the Guest is thus informed by the Hotel when specifying the period of Payment of the deposit.

## Article 4 (Special Contracts Requiring No Accommodation Deposit)

---

- Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit after the Contract has been concluded as stipulated in the same Paragraph.
- If the Hotel has not requested the payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be treated as though the Hotel has accepted a special contract prescribed in the preceding Paragraph.

## Article 5 (Refusal of Accommodation Contracts)

---

The Hotel may refuse to conclude an Accommodation Contract under any of the following circumstances if:

- The application for accommodation does not conform with the provisions of these Terms and Conditions;
- All the guest rooms in the Hotel are booked;
- The person seeking Hotel accommodation is likely to violate laws and ordinances or act against the public order or good morals regarding his/her accommodation;
- The person seeking Hotel accommodation belongs to or is related to an organized crime group or is a recognized criminal or related party of an organized crime group (hereinafter 'crime groups' and 'gangster'), or is an antisocial element;
- The person seeking Hotel accommodation is a member of a corporation or other group managed or administered by a gang or gang members;

- The person seeking Hotel accommodation is a member of a corporation, whose employees include one or more gang members
- The person seeking Hotel accommodation performs any act that causes significant disturbance to other guests
- The person seeking Hotel accommodation engages into coercive acts such as violence with the Hotel staff, threatening or blackmailing the Hotel staff, or makes an unreasonable demand, or is known to have a past record of similar act(s);
- The person seeking Hotel accommodation can be clearly identified as carrying an infectious disease;
- The Hotel is unable to provide accommodation due to natural calamities, malfunction of facilities and/or other unavoidable causes;
- The person seeking Hotel accommodation is intoxicated and is likely to cause annoyance to other guests
- The person seeking Hotel accommodation applies for a room with a hidden intent of raising profit for himself or a third party by engaging into acts such as selling articles anywhere inside the hotel premises or in the Hotel guest room booked by him
- The person seeking Hotel accommodation fails to abide by the provisions made under these Terms & Conditions or the provisions regarding payment and/or room cancellation clarified at the time of booking

## Article 6 (Right to Cancel Accommodation Contract by the Guest)

---

- The Guests are entitled to cancel the accommodation contract by notifying the Hotel of the same.
  - If the Guest has canceled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except when the Hotel has requested the payment of the Accommodation Deposit in a specified period as prescribed in Paragraph 2 of Article 3 and the Guest has canceled the contract before the payment). The Guest shall pay cancellation charges as listed in the Attached Table 2. However, if a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Hotel has notified the Guest of his cancellation charge payment obligation in case of cancellation by the Guest.
  - If the Guest does not appear without prior notice (or 2 hours after the estimated time of arrival if specified in advance by the Guest) of the accommodation date, it shall be regarded as cancellation of the Accommodation Contract by the Guest.
-

## Article 7 (Right to Cancel Accommodation Contract by the Hotel)

---

- The Hotel may cancel the Accommodation Contract if:
  1. The Guest has not shared the particulars requested by the Hotel before the specified date, as provided in Paragraph 1 of Article 2.
  2. The Hotel has requested the payment of the Accommodation Deposit as provided in Paragraph 2 of Article 3, but has not received it by the specified date.
  3. Any of the Paragraphs (3) to (13) of Article 5 are applicable.
  4. The Guest does not observe prohibited actions such as smoking in bed, tampers with fire-fighting facilities and otherwise breaches Hotel Regulations.
- If the Hotel has canceled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not charge the Guest for any of the services during the contractual period he/she has not received.

## Article 8 (Registration)

---

The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation

- Name, age, gender, nationality, and occupation of the Guest
- Passport No., port and date of entry in India (if the Guest is a foreigner)
- Date and estimated time of departure
- Other particulars deemed necessary by the Hotel.

## Article 9 (Occupancy Hours of Guest Rooms)

---

- The Guests staying at the Hotel shall be entitled to use the guest rooms from 3:00 p.m. on the day of arrival to 11:00 a.m. on the next morning. However, if the Guest is accommodated continuously for some period, the Guest may occupy the guest room all day, except for the days of arrival and departure.
  - Notwithstanding the provisions prescribed in the preceding Paragraph, the Hotel may permit the Guest to occupy the guest room beyond the time prescribed in the same Paragraph. However, in this case, extra charges shall be applicable.
-

## Article 10 (Observance of Hotel Regulations)

---

The Guest shall observe the Hotel regulations established by the Hotel and posted within the premises of the Hotel.

## Article 11 (Payment of Accommodation Fees)

---

- The breakdown and method of calculation of the Accommodation charges, etc. to be paid by the Guest is as listed in the Attached Table 1.
- Accommodation charges, etc. as stated in the preceding Paragraph shall be paid in Indian currency at the front desk at the time of the Guest's departure or when requested by the Hotel. Other means of payment acceptable to the Hotel are Hotel vouchers and credit cards.
- Accommodation charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities provided to him/her by the Hotel.

## Article 12 (Liabilities of the Hotel)

---

- The Hotel shall pay a compensation amount to the Guest for any damage caused to the Guest by the Hotel, in the fulfillment or no fulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in cases where such damage has been caused due to reasons for which the Hotel is not liable.
  - The liability of the Hotel regarding accommodation shall start as soon as the Guest registers for accommodation at the front desk and end as soon as the Guest checks out of the room.
  - The Hotel is covered by Hotel Liability Insurance to deal with unexpected fire and/or other disasters.
-

## Article 13 (When Unable to Provide Contracted Rooms)

---

- When Unable to Provide Contracted Rooms to the Guest, the Hotel shall arrange accommodation of the same standard as far as possible elsewhere, with the consent of the Guest.
- If an alternative arrangement cannot be done despite the provisions of preceding Paragraph, the Hotel shall pay a compensation fee equivalent to the cancellation charges, and the compensation fee shall be applied to reparations. However, if the Hotel is not able to provide alternative accommodation due to causes for which the Hotel is not liable, the compensation fee shall not be paid to the Guest.

## Article 14 (Handling of Deposited Articles)

---

- Artwork and/or antiques shall not be accepted as deposits at the Hotel.

## Article 15 (Custody of Baggage and/or Belongings of Guest)

---

- When the baggage of the Guest is brought into the Hotel before his/her arrival, the Hotel shall be liable to store it only in the case when the Guest's request to keep his baggage has been accepted from the Hotel in advance. The baggage shall be handed over to the Guest at the front desk at the time of check-in.
  - When the baggage or belongings of the Guest are found after check-out and ownership of the article is confirmed, the Hotel shall inform the owner of the article left and ask for further instructions. When no such instructions are given to the Hotel by the owner or when ownership is not confirmed, the valuables or articles containing personal information shall be handed over to the nearest police station within 7 days of finding them. Any other articles, if not claimed within 3 months after they are found, shall be disposed of appropriately. However, any food or beverages that may affect the cleanliness of the Hotel, and other things such as cigarettes and magazines shall be disposed of on the same day on which they are found.
  - The liability of the Hotel to keep the hand baggage and/or belongings of the Guest in the cases described in Paragraph 1 and 2 above shall be as per the provisions of Paragraph 1 and 2 respectively of the preceding Article.
-

## Article 16 (Liability regarding Parking)

---

The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the parking lot of the Hotel, as the Hotel only provides the space for parking and cannot be held responsible for management of the vehicle, whether the key of the vehicle has been deposited to the Hotel or not.

## Article 17 (Liability of the Guest)

---

The Guest shall compensate the Hotel for any damage caused due to intent or negligence on part of the Guest

## Article 18 (Jurisdiction and Applicable Laws)

---

Any disputes regarding the Accommodation Contract between the Hotel and the Guest shall be resolved in the appropriate court having jurisdiction over the Hotel location and in accordance with the Indian law.