



## Applicability of the Agreement

This web site contained herein (collectively, the “Site”) make available information on Summertime, a holiday villa owned and managed by Odyssey Tours & Travels Private Limited, a company incorporated under the Companies Act, 1956 and existing in accordance with the laws of the Republic of India.

The following terms along with the applicable General Information shown on our website shall be applicable for your contract with Odyssey Tours & Travels Private Limited. Please note these carefully as they set out our respective rights and obligations. By confirming your booking with us, you also acknowledge that you have read these booking conditions and agreed to them.

These booking conditions will apply only to holiday arrangements which you confirm with us and which we are able to confirm with you or, provide or perform (as applicable) as part of our contract with you.

In these booking conditions, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date). Please note that “We”, “us” and “our” means Odyssey Tours & Travels Private Limited.

We will communicate with you by e-mail in relation to your booking. You must accordingly check your e-mails on a regular basis. We may also contact you by telephone if we cannot, for whatever reason, contact you by e-mail. References in these booking conditions to “send” and “in writing” refer to communication by e-mail.

## I. Booking your holiday

### (1) Make an enquiry

The first step for booking your holiday is to fill out the online Enquiry Form to let us know you are interested in renting our Summertime villa. We will require you to enter the names and ages of all the members of your party and your residential address.

Once we receive your enquiry we will check availability of the villa. We will notify you of the property’s availability and provide the booking price.

If you decide to proceed with the booking, we will send you instructions to complete our booking form and details of what exactly is booked for you.

Please check our confirmation mail carefully. You must contact us straightaway if any information appears to be incorrect as it may not be possible to make changes later. If you cancel or alter your booking later on, you may have to pay an amendment charge.



## **(2) Complete and submit the booking form**

To make a booking, please complete and submit the booking form on behalf of yourself and all other persons on whose behalf the booking is made (including persons substituted or added by agreement). The booking form should be completed and submitted by the party leader, who must be aged 18 or over and is defined as the first named person on the booking form. By submitting the booking form, the party leader confirms that he/she is authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by the parent/guardian for any party members who are under 18 when the booking is made. The party leader is responsible for ensuring that all payments due to us are made on time.

Odyssey Tours & Travels Pvt Ltd reserve the right in our absolute discretion to refuse to accept any booking.

## **(3) Pay your deposit**

To book your chosen holiday arrangement, a 30% non refundable advance of the total holiday cost (or full payment if booked within 2 months prior to the start of your holiday) is required. Please note that the booking is not confirmed until we have received this deposit or full payment.

After your booking form and deposit have been received, a confirmation mail will be sent to you giving you details of the accommodation booked, dates and the total cost due including any additional services that you may have booked with us. This confirmation invoice forms a contract between Odyssey Tours & Travels Pvt Ltd and the person to whom it is addressed and is based on the understanding that you, on behalf of yourself and all the other persons on whose behalf the booking is made, have read and understood our Booking Conditions.

We hereby agree that only Indian Law will apply to this contract and to any dispute, claim or other matter of any description which arises between us. All such disputes shall come under the jurisdiction of the High Court of Maharashtra.

## **(4) Balance Payment**

The balance of the holiday cost must be paid to us not less than 2 months prior to departure. This date will be shown on the confirmation invoice.

Reminders are not sent. If we do not receive all payments due (including any surcharges or credit card fees due or overdue where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 6 depending on the date we reasonably treat your booking as cancelled.



## **II. Occupying, checking in and vacating your accommodation**

The holiday accommodation is booked exclusively for the persons named on the booking form. No other persons may use the accommodation without our express permission. The villa is booked for normal holiday use only and pets/animals are not allowed.

The earliest check-in time is 15:00 hrs. In order that our property is adequately prepared for new arrivals, we must ask you to vacate the villa by 12:00 hrs.

If these times cause you difficulty, please advise us at the time of booking. We cannot guarantee any changes can be made after the booking.

Check-in and check-out times may be flexible to suit your travel plans but this depends on other guests checking-out on the day of your arrival and other guests checking-in on the day of your departure. Please ask us before confirming your travel arrangements.

If you require guaranteed earlier access (subject to availability), the following charges apply:

Arrive between 9 am and 3 pm - half day rental

Arrive before 9 am - full day rental

If you require a guaranteed late departure (subject to availability) the following charges apply:

Depart before 5 pm - half day rental

Depart after 5 pm - full day rental

Upon your departure from the villa it is your responsibility to return all keys and remote controls for appliances that belong to the villa. You will be charged a replacement value for lost items which will be deducted from the security deposit.

## **III. Special Requests and Medical Conditions / Disabilities**

If you have any special requests, you must advise us at the time of booking. Although we will try to accommodate such requests, we regret we cannot guarantee requests will be met. All special requests are subject to availability and are not part of our contractual obligations unless specified.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfillment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you or any member of your party has any medical condition or disability which may affect your holiday or has any special requirements as a result of any medical condition or



disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

## **IV. Changes by you**

If you wish to make any changes to your confirmed holiday arrangement you must contact us immediately. Whilst we will try to accommodate your changed plan, we cannot guarantee if we will be able to meet any such requests. Wherever we can, an administration fee of Rs 2,000 per amendment will be payable. All alterations should be notified in writing by the person making the booking. Please make every effort to inform us if there are any last minute changes to your arrival arrangements. If you fail to do this, any additional transfer costs will be charged locally.

A change of holiday dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply.

## **V. Cancellation by you**

Should you wish to cancel your booking once it has been accepted by us, we must receive written instructions from the person who made the booking to this effect. The cancellation will take effect from the day the written confirmation is received and the following scale of cancellation charges apply:

If you cancel up to seven full days prior to check in time (2:00 PM) on the day of check in, you'll receive a 50% refund of the total cost. For example, if check-in is on Friday, cancel by Friday of the previous week before check in time. If you cancel less than 7 days in advance, the nights not spent are not refunded.

We strongly recommend that you take out holiday insurance which covers against loss of deposit or cancellation fees. Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.



## VI. Insurance

We consider adequate and appropriate personal travel insurance to be essential. It is your responsibility to purchase an appropriate travel insurance policy which provides sufficient cover to meet your personal requirements in respect of at least cancellation, curtailment, medical expenses, death and personal injury, loss or damage of personal possessions, personal liability and legal expenses. When purchasing travel insurance it is vital that you tell insurers about any pre-existing medical conditions when you purchase your policy or of any new medical conditions that arise between the time between the purchase of your policy and the commencement date of your trip. If you fail to do this, any subsequent claim relating to this condition may be rejected.

Please read your policy details carefully and take a copy of your policy with you on holiday. Reputable travel insurers provide a 24 hour medical emergency telephone number. We recommend that you add this number to the contacts in your mobile phone.

## VII. Changes and cancellation by us

In the unlikely event that we have to cancel your holiday through circumstances beyond our control, we shall make every endeavour to offer you suitable alternatives (without any charge to you). If the alternative is not acceptable to you, you should notify us by return email in which case you will receive a full and quick refund of all monies you have paid to us. The above offer will not apply where the cancellation by us arises out of non-payment or late payment on any part of the cost of the holiday when cancellation charges will apply.

However, please note that, compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where

(1) We are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or

(2) No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel or where a change is a minor one.

Seldom, we may be forced by "force majeure" to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

If your booking is cancelled we cannot be held responsible for the cancellation or your flights or any travel expenses. When you book your travel arrangements they are your responsibility.



## VIII. Force Majeure

Except where otherwise expressly stated in these contractual obligations, we regret we shall not accept responsibility or pay any reimbursement where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of “force majeure”. In these booking conditions, “force majeure” means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid or any other act of God. Such events may include actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control. We will not be held responsible should our villa facilities undergo modification or become unavailable due to problems outside our control like local civic issues of water, electricity and/or fuel shortages.

## IX. Swimming Pool

Summertime has a large infinity pool and a smaller, adjacent lounge pool. By swimming in the villa’s home pool, you have to recognize and fully understand certain things, including:

- The swimming pool area is unfenced and there is no lifeguard.
- It is self-supervised and children must have an adult supervising them while swimming or being anywhere in the pool area.
- It is advised not to use the pools at night.

You also have to recognize and fully understand that your use of the pool facilities during your stay involves certain risks, including but not limited to:

1. The risk of injury resulting from possible malfunction of the pool equipment;
2. The risk of injuries resulting from slipping, tripping or falling over obstacles in the pool area;
3. The risk of injuries resulting from unsupervised swimmers colliding;
4. The risk of other injuries resulting from participating in any action in or around the pool.

The above this is not a complete or exhaustive list of all possible risks; the list only provides examples of types of risks that you are assuming.

In exchange for allowing you to utilize the pool and pool area during your stay, you – as Lead Booker – must accept complete liability on behalf of your group for any accidents caused by or arising out of your use of the pool and pool area. By signing these Booking Conditions, you agree to indemnify the Owners of Summertime and to make the waiver fully effective and binding on you, and your heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on your behalf or on behalf of your estate.



## X. Our liability to you

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: –

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- force majeure as defined in clause 8 above

(3) The representation we make to you about the services we have agreed to provide or arrange as part of our contract will be used as the basis for deciding whether the services in question had been properly provided. If the particular services in question complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.

(4) As set out in these booking conditions, we limit the maximum amount we may have to pay you for any claims you may make against us to the cost of your stay at our villa.

(5) If any international convention applies to or governs any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded. If you choose to issue court proceedings against us (subject to your compliance with our complaints procedure) then you must do so within six months of your



return home. Other than that set out above and as detailed elsewhere in these booking conditions we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

## **XI. Your complaints**

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform the house manager. Until we know about a complaint or problem, we cannot resolve it. We must be given an opportunity to resolve any issues brought to our attention and reasonable allowances should be made by you regarding the amount of time taken to rectify the problem. If you remain dissatisfied please write to us within 28 days of the end of your holiday giving your booking reference and full details of your complaint. Only the party leader should write to us. If you fail to follow this simple complaint procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

## **XII. Arbitration**

Any dispute arising between you and us as a result of complaints and problems or thereafter, in connection with and arising from the holiday you booked with us, shall be referred to arbitration. The arbitration shall be carried out by a sole arbitrator. The decision of the arbitrator shall be final and binding on both the parties. The place of arbitration shall be Mumbai. The arbitration proceedings shall be in English language and shall be governed and construed in accordance with the Arbitration and Conciliation Act, 1996 and modifications thereof as in force at the relevant time.

## **XIII. Meals and drinks**

The caretaker stays in a room adjoining the kitchen. This bedroom has its own attached bathroom and a television. The caretaker looks also after the kitchen area.

The kitchen has a purified water and this will be available free of charge. The fridge will be stocked with a number of soft drinks, fruit juices, beer and wine. These drinks will be available at extra cost.

In order to protect the swimming pool, you are requested not to take any glass bottles to the pool deck or pavilion but to use only plastic glasses which we will make available to you.

Our villa is fully furnished, including an ample supply of bed linens and towels for Guests' use. Rearranging the furniture or removing any items from the villa is prohibited.

## **XIV. Security deposit**





A refundable security deposit is required to cover the unlikely event of damages or breakages. This security deposit has to be paid at the time the final balance is paid. The amount will be refunded within 14 days of your return less any deductions for loss or damage.

All breakages or damages to the accommodation must be reported immediately and these must be paid for locally before vacating the villa. We also reserve the right to charge for damage or breakages not reported and found after departure.

Should the security deposit prove inadequate to fully cover the costs that may arise, we reserve the right to invoice you for the balance within 30 days of the end of the rental period, or at such other time to allow the total cost to be determined.

Failure to pay the security deposit by the due date may result in the cancellation of the booking and forfeit of all monies.

## **XV. Sound pollution and behaviour**

The sound pollution law in India is very strict. It is prohibited by the law to play loud amplified music outside after 22:00. You must accept responsibility not to act as a nuisance or annoyance or cause damage to the premises or adjoining premises. You are not permitted to use the property for illegal or immoral purposes. If we consider the villa is being misused for 'parties', you may be required to vacate the property.

If, in our opinion, you or any member of your party appears to be behaving in such a way as to cause, or likely to cause, danger, distress or annoyance to any individual, or damage to the property, we may terminate the contract and you will be required to vacate the property immediately. You will not be entitled to any refund.

The use of drugs is against the law in India. If you or any member of your party is found to be using drugs you will be required to vacate the property immediately. You will not be entitled to any refund.

## **XVI. House Rules**

- Treat the villa, its belongings and its staff with courtesy.
- No outside visitors will be permitted at the villa at any time apart from those guests whose names have been entered on the booking form.
- We do not allow hen, stag or similar parties.
- No drugs, no narcotics are allowed at the villa.
- The inside of the villa is strictly non-smoking. Smoking is allowed though on the verandahs, pool deck and pavilion and the gardens.
- No loud music permitted at anytime.
- No glassware in or near the swimming pool. We have unbreakable glasses for serving near the pool.



If any of these rules are not followed the owners of the villa will have the right to ask the guests to check out without any refund.

## **XVII. Identification**

In compliance with Indian law we require the following:

For Indian Nationals: Each member of the party should bring ID proof and a photocopy of either of these: ID card, Passport, Driving License, PAN card.

For Foreign Nationals: Each member of the party should carry their passport containing a valid Indian visa including a photocopy of the picture page and visa page.

## **XVIII. Website accuracy**

The description and pictures of the accommodation and surroundings has been done in good faith but does not form a part of the contract. Summertime is privately owned and therefore furnishings and equipment may be replaced or updated as the owners think fit and this may not be reflected in a website picture.

There may be occasions when an advertised facility is modified or not available. Such situations may be dictated by local circumstances, for example: for maintenance, water shortages, unsuitable weather conditions, fuel shortages, reduced power supplies and other circumstances beyond our control. If we are advised of any of these we will of course notify you as soon as possible but we cannot be held liable in such circumstances.

It is also important to note that some facilities, such as restaurants, may not operate at all times in the season. We regret that we are unable to cover every eventuality in our website descriptions

## **XIX. Internet access**

We provide Wi-Fi internet access in Summertime. We do not offer compensation if the internet connection is not working due to circumstances beyond our control.

## **XX. Membership of Trade Associations**

Odyssey Tours & Travels Pvt Ltd are an active member of the Indian Association of Tour Operators (IATO) and the Travel Agents Association of India (TAAI).

These trade associations' members help holiday makers to get the most from their travel and assist them with the best possible facilities at that time possible when things do not go according to plan. We are obliged to maintain a high standard of service to you by the Associations' Code of Conduct.