

General Terms and Conditions

Scope

- These Terms and Conditions apply to contracts regarding the rental of hotel rooms and suites for accommodation purposes, as well as to all other products and services furnished by the Hotel to the Customer.
- These Terms and Conditions apply exclusively. The Hotel does not recognize any of the Customer's terms and conditions that conflict with, deviate from or supplement these Terms and Conditions, unless the Hotel agrees explicitly in writing that such terms and conditions apply. These Terms and Conditions also apply when the Hotel is aware of the Customer's terms and conditions and furnishes the products and services to the Customer unconditionally.

Conclusion of contract

- The contract will come into force once the Hotel accepts the Customer's request to provide the products and services. The Hotel may use its own discretion to confirm booking of the rooms in writing.
- Should a third party carry out the booking for the Customer, such party as the party ordering the products and services is jointly and severally liable with the Customer.
- A stay at Ayurveda Paragon is only possible from the age of 16 years

Performance / Prices / Payment / Offsetting

- The Hotel undertakes to hold in readiness and to furnish the products and services agreed.
- The Customer must pay the prices agreed to the Hotel for the rental of the rooms and for any other products and services the Customer has made use of. Such provision also applies to products and services provided at the behest of the Customer and expenses incurred on the part of the Hotel which are payable to third parties.
- The Hotel can make its consent to a subsequent reduction in the number of rooms booked, the products and services it has provided, or the length of the Customer's stay dependent on an increase in price for the room or rooms and/or any other products and services provided by the Hotel. Any change agreed must be made in writing.
- All prices include a government tax of 15%.
- We kindly ask you to transfer an advance payment of € 500,00 per person and - if applicable - the air travel cost within the next 14 days after obligatory booking.
- The remaining balance will be due no later than four weeks before arrival.
- Payments can be settled via international bank transfer to Sri Lanka or by credit card. Transaction fees cannot be paid by recipient. Accordingly, these fees will be reflected in the total charge for your visit.

Cancellation and Change of Booking Terms

- Cancellation by the customer of the accommodation contract requires the prior written consent of the hotel.
- If an appointment has been agreed between the hotel and the customer to withdraw from the contract free of charge, the customer can withdraw from the contract until then without triggering payment or damage claims by the hotel. The customer's right of withdrawal expires if he does not exercise his right to withdraw from the hotel by the agreed date.
- In the event of cancellation, we reserve the right to claim the following cancellation fees:
 - o We do not charge any cancellation fees up to 7 days before arrival.
 - o 6 days to 0 hours before arrival 25% of the travel price
 - o If you do not take the cure, we reserve the right to withhold the full travel price.
- In case of cancellation, a voucher for a cure already booked and paid for may be issued. This voucher will be valid for a period of twelve months and may be transferred to another person. Deviations in seasonal prices may apply.
- Of course we will also be happy to accept a substitute guest to take the place of the original booking in case you are unable to take the Ayurvedic cure originally booked for yourself.
- Bookings made with an early booking discount will be considered as new bookings with the applicable season price if travel dates are changed by more than three days.

Withdrawal by the hotel from the contract

- Should withdrawal by the Customer that is free of charge from the contract within a certain period have been agreed, the Hotel is also entitled in this period to withdraw from the contract should there be enquiries from other Customers for the rooms reserved in the contract.
- If an agreed advance payment, or an advance payment required on the basis of these Terms and Conditions, is not made on time, the Hotel is also entitled to withdraw from the contract. Furthermore the Hotel can lodge a claim for damages.
- The Hotel is entitled to withdraw from the contract immediately in the following cases:
 - Should force majeure or other circumstances for which the Hotel is not at fault make fulfilment of the contract impossible;
 - Should rooms and spaces have been booked due to misleading or incorrect information regarding key details of the contract, e.g. about the Customer or the purpose of the stay;

- Should the Hotel have justified cause to assume that the availment of the Hotel's products and services could impair the business operations or safety or public image of the Hotel without the management or organization department of the Hotel being to blame for such situation;
- Should the purpose of or reason for the stay be illegal;
- Should a breach of these Terms and Conditions occur;
- Should the Hotel be closed;
- Should insolvency or composition proceedings have been instigated regarding the Customer's assets.

Liability of the hotel

- The Hotel accepts liability for its obligations stated in the contract. The Customer is not entitled to damages. Such provision excludes damage resulting in loss of life, physical injury or injury to health if the Hotel is responsible for breach of duty, other damage based on wilful or grossly negligent conduct on the part of the Hotel and damage which is caused by wilful or negligent breach by the Hotel of typical duties set out in the contract. Any legal representative or agent of the Hotel is deemed equally responsible for a breach of duty. Should disruptions in or defects occur regarding the products and services of the Hotel, the Hotel will endeavour to seek a solution as soon as such matters are disclosed or immediately after the Customer has submitted a complaint. The Customer undertakes to do everything within his power to help remedy the disruption and minimise any damage.
- The Hotel accepts liability in line with statutory regulations for items the Customer brings with him. Cash, securities and valuable items can be kept in the Hotel safe. The Hotel recommends Customers make use of this option.

Liability of the client

- The entire hotel is non-smoking hotel. Smoking is only permitted in the designated area in the garden.
- The hotel guest is fully liable for damage to the room and building that is intentionally or unintentionally caused by the hotel guest.

Flight Bookings and Cancellations

- For flight bookings made for you, a credit-card fee of 3% will be charged.
- For cancellations of flights, the general terms and conditions of the airlines apply. The Ayurveda Paragon Hotel has no influence on the cancellation fees of airlines.

Early termination of the cure / early departure

- We understand that in emergencies it is necessary to prematurely end a cure that has already started. In the following cases we will reimburse you for the number of unused spa days:
 - medically verifiable reasons
 - verifiable family emergencies
 - Emergency situation at home (e.g. natural disaster, fire, etc.)

Airport Transfer

- Our collective transfer from the airport to the hotel and back to your booked travel dates in one of our air-conditioned minibuses is a free service of the hotel for a travel duration of 7 days or more. A different transfer must be requested and calculated individually. Unfortunately, an unused transfer from or to the airport cannot be reimbursed or otherwise used.

Discounts and bonuses

- The repetition discount is deducted from the respective basic price and is not transferable to third parties. Discounts are not applicable to surcharges and special rates. Referral bonuses can only be claimed after the recommended guest has arrived by mentioning the referrer by name on the arrival card. The bonus granted will be applied to subsequent bookings made by the referrer. Exception: If you book and travel together, the referral bonus may already be claimed at the time of booking. A cash payment is not possible. Vouchers that have been issued can be used on site for settlement in the hotel. Referral bonuses are transferable.

Final provisions

- Changes or additions to the contract for the rental of hotel rooms or these general terms and conditions for the hotel accommodation contract in the Ayurveda Paragon Hotel must be made in writing. This also applies to the lifting of the writing requirement. Unilateral changes or additions by the customer are invalid.
- The place of performance and payment is Talpe, Sri Lanka.
- If individual provisions of these general terms and conditions for the hotel accommodation contract are or become ineffective or void, this shall not affect the validity of the remaining provisions.

Last updated: January 2021. Subject to change and corrections without prior notice.

Court of jurisdiction: Galle, Sri Lanka