

Terms and Condition

Introduction

The terms and conditions set out below ("**Conditions**") apply to your use of this web site and related web sites ("**Site**"), including the use of the information services offered on the Site.

In accessing and using the Site, you agree to be bound by these Conditions so please carefully read this section before proceeding. If you do not accept these Conditions, you must refrain from using the Site. These Conditions must be read in conjunction with any other applicable terms and conditions governing the use of the Site.

Conditions

1. Site

The Site makes available information relating to the hotel managed by **The Oriental Residency Limited**, a corporation constituted under the laws of India.

2. Copyright

The information, text, graphics, images, sounds, links and all other information and software published or otherwise contained in the Site are either owned exclusively by Hotel The Oriental Residency or licensed by Hotel The Oriental Residency and except as specifically provided in these Conditions may not be copied, distributed, displayed, reproduced or transmitted, in any form or by any means whether electronic, mechanical, photocopying, recording, or otherwise, without the prior written approval of Hotel The Oriental Residency. Without limitation you may not, without such approval from Hotel The Oriental Residency, create derivative works from any part of the Site or commercialize any Information, products or services obtained from any part of the Site. Information procured from a third party may be the subject of copyright owned by that third party.

3. Your Use

The Site is for your personal non commercial use and the Information may be downloaded or printed by you solely for that purpose.

This right to use the Information is a license only, not a transfer of title, and is subject to the following restrictions:

- the Information may not be used for any commercial purpose or public display, performance, sale or rental;
- no copyright or other proprietary notices may be removed;
- the Information may not be transferred to another person;
- software may not be interfered with in any manner;
- every person downloading, reproducing or otherwise using the Information must prevent any unauthorized copying of the Information;
- you will only use the Information for lawful purposes and in accordance with these Conditions.

4. Information

You accept that all Information provided on the Site or any other material accessed through the Site including via any Linked Web Site (refer Condition 8) is general information and is not in the nature of advice.

You also accept that all of the Information is provided on an "as is" basis and to the extent permitted by law, is provided without any warranty, representation or condition of any kind whether express, implied, statutory or otherwise. You assume all responsibility and risk for your use of or reliance upon the Information and the Site or any other material accessed through the Site including via any Linked Web Site.

Whilst Hotel The Oriental Residency seeks to ensure that the Information is reliable and accurate, errors and omissions may occur and therefore, to the extent permitted by law, Hotel The Oriental Residency does not make or give any representation or warranty (express or implied) of any kind as to any matter relating to the Site and any Linked Web Site, including without limitation, as to merchantability, non infringement of intellectual property rights or fitness for purpose.

In particular Hotel the Oriental Residency does not warrant that:

- the Information or any other material accessed through the Site
- including via any Linked Web Site is reliable, accurate or complete including, without limitation, information relating to prices and availability; or
- your access to Information or any other material accessed through the Site including via any Linked Web Site will be uninterrupted, timely or secure.

Hotel The Oriental Residency is not liable for any loss (direct or indirect) resulting from any action taken or reliance made by you on the Information or any other material accessed through the Site including via any Linked Web Site. You should make your own inquiries and seek independent professional advice before acting or relying on any such information or material.

Hotel The Oriental Residency may from time to time update, modify or add to the Information, including these Conditions and absolutely reserves the right to make such changes without any obligation to notify past, current or prospective users of the Site. Unless otherwise specified to the contrary all new Information shall be subject to these Conditions.

Hotel The Oriental Residency does not guarantee that the Site will operate continuously or without interruption or be error free. In addition, Hotel The Oriental Residency may also suspend or discontinue any aspect of the Site at any time without being liable for any direct or indirect loss as a result of such action.

5. Liability Disclaimer & Exclusion

In no event shall Hotel The Oriental Residency be responsible for any direct, indirect, special, incidental or consequential loss or damage, however arising and whether in contract, tort or otherwise, which you may suffer in connection with or arising out of:

- your use of the Site or any Linked Web Site; or
- your use of or reliance on Information or any other material accessed through the Site including via any Linked Web Site;

including without limitation, loss or damage by way of loss of profits, loss of business opportunity, business interruption or loss of information.

These Conditions do not purport to exclude liability arising by any applicable law if, and to the extent, such liability cannot be lawfully excluded, however, to the extent permitted by law, all warranties, terms or conditions which would otherwise be implied into these Conditions are hereby excluded.

Where applicable law implies any warranty, term or condition, and that law prohibits exclusion or modification of the application of or the liability of Hotel The Oriental Residency under, any such warranty, term or condition, then the liability of Hotel The Oriental Residency shall include liability for that warranty, term or condition but such liability will be limited for a breach of that warranty, term or condition to one or more of the following:

- if the breach relates to services, the supply of the services again or payment of the cost of having the services supplied again; and
- if the breach relates to products and the products can be repaired, repair of such products or payment of the costs of having the products repaired, but otherwise, replacement of the products or the supply of equivalent products or payment of the cost of replacing the products or of acquiring equivalent products.

6. Specific Warnings

You must ensure that your access to and your use of the Site is not illegal or prohibited by laws which apply to you.

You must take your own precautions that the process which you employ for accessing the Site does not expose you to the risk of virus, malicious computer code, computer program routine or process or other forms of interference which may damage your own computer system. Without limitation, you are responsible for ensuring that your own computer system meets all relevant technical specifications necessary to use the Site and is compatible with the Site. For the removal of doubt, Hotel The Oriental Residency does not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of the Site or any Linked Web Site.

Hotel The Oriental Residency does not guarantee or warrant that any material available for downloading from the Site or any Linked Web Site will be free from any virus, infection or other condition which has contaminating or destructive properties. You are responsible for taking sufficient precautions and checks to satisfy your own particular requirements for accuracy of data input and output.

You must ensure that any information which you provide to Hotel The Oriental Residency is accurate and complete and does not contain any virus, malicious computer code, computer program routine or process or other form of interference which may damage the computer system of Hotel The Oriental Residency or the Information or which may detrimentally interfere with or surreptitiously intercept or expropriate any Hotel The Oriental Residency system, data or information.

7. Linked Websites

The Site may contain links to other web sites ("**Linked Web Sites**"). Those links are provided for convenience only and may not remain current or be maintained.

You acknowledge and agree that Hotel The Oriental Residency does not have any control over the content or availability of Linked Web Sites and accepts no responsibility for the content, privacy practices or any other aspect of Linked Web Sites.

Links with Linked Web Sites should not be construed as an endorsement, approval or recommendation by Hotel The Oriental Residency or the owners or operators of those Linked Web Sites, or of any information, graphics, materials, products or services referred to or contained on those Linked Web Sites, unless and then only to the extent expressly stipulated to the contrary.

8. Hotel Reservations

The reservations feature of the Site is provided solely to assist customers in determining the availability of travel related services and products and to make legitimate reservations and for no other purpose.

You warrant that you are at least 18 years of age, possess the legal authority to enter into the legal agreement constituted by your acceptance of these Conditions and to use the Site in accordance with such Conditions.

You agree to be financially responsible for your use of the Site including without limitation for all reservations made by you or on your account for you, whether authorized by you or not. For any reservations or other services for which fees may be charged you agree to abide by the terms or conditions of supply including without limitation payment of all moneys due under such terms or conditions.

The Site contains details of hotel charges and room rates (including any available special offers) for hotels and resorts owned or managed by Hotel The Oriental Residency.

Hotel reservation terms and conditions of booking are set out on the Site and payment will be in accordance with the procedure set out in such terms and conditions.

No contract will subsist between you and Hotel The Oriental Residency in respect of any services or products offered through the Site unless and until Hotel The Oriental Residency accepts your order by e-mail or automated confirmation through the Site confirming that it has accepted your reservation, booking or order and any such contract shall be deemed to incorporate the hotel reservation terms and conditions of booking. Any other relevant terms and conditions relating to particular services or products are set out in the Site.

You undertake that all details you provide to in connection with any services or products which may be offered by Hotel The Oriental Residency on the Site (including hotel room reservations) will be correct and, where applicable, the credit card which you use is your own and that there are sufficient funds to cover the cost of any services or products which you wish to purchase. Hotel The Oriental Residency reserves the right to obtain validation of your credit card details before providing you with any services or products.

9. Termination of Access

If you breach any of these Conditions your license to use the Site will terminate immediately without the necessity of any notice being given to you.

Otherwise access to the Site may be terminated at any time by Hotel The Oriental Residency without notice.

The provisions of these Conditions excluding, limiting and disclaiming the liability of Hotel The Oriental Residency will nevertheless survive any such termination.

10. General

Hotel The Oriental Residency does not accept any liability for any failure by Hotel The Oriental Residency to comply with these Conditions where such failure is due to circumstances beyond its reasonable control.

If Hotel The Oriental Residency waives any rights available to it under these Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of these Conditions are invalid, unenforceable or illegal for any reason, the remaining Conditions shall nevertheless continue in full force.

You are completely responsible for all charges, fees, duties, taxes and assessments arising out of the use of the Site.

11. Governing Law & Jurisdiction

These Conditions are governed by the laws in force in India and you agree to submit to the exclusive jurisdiction of the courts of India.

14. Return to Site

To return to the Site, close the pdf document. By doing so, you acknowledge that you have read, understood and accepted these Conditions.