

TERMS & CONDITIONS

Site Usage and User Agreement

IMPORTANT – This agreement governs your use of this internet site and is by and between Anilana Hotels & Properties PLC and yourself. By using, viewing, transmitting, caching, storing and/or otherwise utilizing the site, the services or the functions offered in any way, you have agreed to each and every one of the terms and conditions set forth below and waive any right to claim ambiguity or error in this agreement. If you do not agree to each and every condition mentioned below, please do not use this site and leave it immediately.

We reserve the right, at our sole and absolute discretion to change, modify, add or remove portions of these terms and conditions at any time and without notice. Unless otherwise indicated, such changes will become effective immediately. Therefore it is recommended that these terms are checked periodically. Your continued use of the site following the posted changes to this agreement will mean you accept these changes.

Any use of www.anilana.com or any written communications with Anilana Hotels & Properties, for the purposes of accommodation or travel arrangements, confirms that you are at least 18 years of age at the time of confirming your reservation and that you possess the legal authority to enter into the contract constituted by your acceptance of these Terms & Conditions.

You agree to abide by the terms or conditions of purchase imposed by Anilana Hotels & Properties with whom you elect to deal. You further confirm that you are authorized to use the Credit Cards used when confirming your reservations and that you will be financially responsible for all costs incurred on your account, whether authorized in advance or not. This applies to any reservations, services, purchases or items removed from the hotel for which fees may be charged.

You understand that any violation of the conditions of purchase may result in the cancellation of your reservations or purchases, and Anilana debiting your account for any costs we incur as a result of such violation. You will be completely responsible for all charges, fees, duties, taxes and assessments arising out of transactions performed by others on your behalf, whether or not such cases were performed with your consent.

With regard to reservations, these become confirmed once you have sent an on line confirmation and provided your credit card details and have paid the amount due in full. You agree to abide by the terms or conditions of supply including without limitation, the payment of all moneys due under our terms and conditions.

Your use of this web site is at your own risk, you are responsible for maintaining the secrecy of passwords, login and account information. You will be financially responsible for all uses of this web site by you and by anyone using your login or password information. You may only use this

website for making legitimate reservations or purchases. You may not use the website to make any false, fraudulent or speculative reservation or any reservation in anticipation of demand.

We do not review or monitor any web sites linked to our web site and are not responsible for the content of any such linked site. Your linking to such sites is your own responsibility. In addition, you agree not to link your web site or any third party web site to our web site without our express written consent.

Limitation of Liability

Neither Anilana nor any of our subsidiaries, affiliates, agents, representatives or licensors shall be liable to you or anyone else for any loss or injury or any direct, indirect, incidental, consequential, special, punitive or similar damages arising out of your access or use of, or your inability to access or use of the web site.

Governing Law and Choice of Forum

These terms and conditions and your use of this website and any dispute arising from them shall be governed by, construed and enforced in accordance with the laws of Sri Lanka. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these terms and conditions or your use of the website shall be filed only in the courts of Sri Lanka. You further agree and submit to the exercise of personal jurisdiction of such courts for the litigation of any and all such claims or actions.

Rates & Room Occupancy

Our Rates are quoted on a “per room, per night” basis, which is inclusive of breakfast. Our Rates are subject to Service Charge/Government Taxes totaling an additional 24.59%. Rates and Government Taxes are subject to change without notice.

Our room rates are based on single or double occupancy. Some room types are not suitable or available for additional occupants, at the sole discretion of Anilana. Should a guest require a triple share room, or wish to confirm a room to be used on a family use basis, this will be based on availability and room type.

- **TRIPLE ROOM:** For certain room types we are able to accommodate to a maximum of three adults per room in which case the room rate will be increased by an additional charge. No more than three adults can be accommodated in one room.
- **FAMILY USE:** rooms are available for a maximum of two adults and two children (aged younger than 12 years of age). Depending on type of room an additional cost per night will be applied for each child.
- **CHILD POLICY:** If one of the two children is younger than 4 years of age, no charge will be made for that child, however the second child accommodated in the room will incur an additional cost.
- **CHILDREN AGED 12 AND OVER:** Children aged 12 years and over are considered the same as adults for the purpose of your accommodation requirements

Please note that a reservation is not considered to be confirmed until full advance payment has been received.

Once a reservation has been confirmed, all changes to requirements, such as increasing the number of required rooms, extending/reducing your duration of stay, and/or changing the required dates of stay; may result in possible rate changes or penalties. In order to avoid penalties, potential disputes and to allow us to best fulfill the needs of our guests, it is the responsibility of a guest holding a confirmed reservation to notify us in advance of changes to that reservation prior to checking into the hotel. Failure to do this will incur forfeit.

- **EARLY DEPARTURE:** Guests, who revise their plans in order to check out at a date earlier than their reservations confirmation, are required to provide adequate notice (prior to confirmed arrival date) as per amendment policy given below, to avoid forfeiting full payment for room nights confirmed.
- **REDUCTION OF ACCOMMODATION REQUIREMENTS:** Guests who revise/reduce confirmed room requirements are required to provide adequate notice (prior to planned arrival) as per amendment policy given below, to avoid forfeiting full payment for the number of rooms committed as per the reservations confirmation.

NUMBER OF GUESTS PER ROOM: The number of guests accommodated in any room will be strictly limited and applied as stated on the reservation confirmation. Limitations have been established for health, safety and operational reasons and are at the sole discretion

of Anilana. Guests agree that if the numbers of occupants attempting to check into the hotel are in excess of the confirmed reservation, we will not be held responsible nor be expected to accept additional numbers.

In such a case, additional rooms will have to be taken to accommodate additional guests (if available), the costs of which will frequently be at a higher room rate than the confirmed reservation held by the guest. At such short notice, should additional rooms not be available, we will not be held responsible for sourcing or providing alternative accommodation.

- **DISPUTE AT CHECK IN:** Should the guests' party fail to check in as a result of dispute concerning amendments to a confirmed reservation or because of excess in numbers of guests, the reservation will be treated as a "no show" and no refund will be applicable.

To avoid disputes at check in, please carefully scrutinize the reservation confirmation provided, which clearly states dates, rates and number of guests. We will always attempt to accommodate changes and the needs of our guests, but cannot be held responsible for accommodation requirements that do not agree with the reservation confirmation that has been provided.

Meals

Breakfast is included in the room rate. A comprehensive a la carte menu is also available for each meal period from which you can make your selections. Charges for food and beverage items consumed can be signed to your room bill and guests are required to provide full settlement prior to check out.

Meals provided for children who are younger than 12 years of age will be discounted to our Child rates which are 50% less than adult rates. Children aged 12 years and over are required to pay full menu prices. Charges to be applied are at the discretion of Anilana.

Please note that for meals served on Christmas Eve, Christmas Day and New Year's Eve the usual Child Rates for meals will not be available, as meals will be charged at full menu prices.

Confirmations, Amendments & Cancellation Notices

Your reservation has been confirmed with a written confirmation, this has been guaranteed by advance payment or by your credit card. Should you wish to alter, amend or cancel your reservation without penalty, you must provide us with notice of your required amendments or cancellation in advance of your arrival date.

- Should we receive a cancellation or amendment to your reservation 14 days or more prior to your scheduled arrival, we will provide a total refund of advance payments already made. (Less any Credit Card/bank charges).
- Should we receive a cancellation or amendment 07 days prior to your scheduled arrival we will provide a refund of 50% of advance payments already made. (Less any Credit Card/bank charges).
- Should we receive a cancellation or amendment less than 07 days prior to the scheduled arrival, or should Guests not arrive as they have scheduled, this will be treated as a “no show”, and no refund will be applied.

All prices and schedules are current but remain subject to change without notice. We urge you to advise us of any cancellation or amendment promptly if your plans change, to ensure we are able to avoid unnecessary charges. Please note this policy will be strictly applied.

Please do not reply to automated reservation confirmation emails. Should you wish to discuss your reservation with us, please contact us via reservations@anilana.com quoting your confirmation number and providing details of your required amendments? Alternatively you can call us direct during office hours.

Feedback & Complaints

We are happy to receive your feedback, which you agree Anilana is free to use without cost to reproduce, disclose and/or distribute without limitation and for any purpose whatsoever including opinions, recommendations and know-how. We assure you of our prompt attention to resolve any complaints regarding reservations, cancellations, requested refunds etc if the complaint has been received within 03 days of the occurrence of the event giving rise to the complaint.

Compulsory/Optional Supplements

Please note that all compulsory supplements will be communicated through our reservation team or directly from the hotel.

Check In & Check Out Times

- Our Check In Time is 2.00 pm
- Our Check Out Time is 12 noon

Every effort will be made to accommodate requests for early Check in and late Check Out times but these remain at the sole discretion of the Hotel Management and are subject to availability.

In the event that the desired arrival or departure time varies from our posted Check-in/Check-Out times, by more than 5 hours, one complete additional room night will be payable.

Airport Transfers

Airport Transfers can be arranged via our website when confirming your reservation. Should you wish to make transportation arrangements after confirming your reservation, contact us via reservations@anilana.com quoting your confirmation number and flight arrangements. We will contact you by return to make the necessary arrangements. Alternatively you can call us direct during office hours.

Payments may be made by:

1. **Credit Card** - We accept Visa, MasterCard and American Express. If paying by Credit Card our Reservations team will be happy to provisionally confirm your airport transfer arrangements upon receipt of your credit card number and expiry date. We will send you via e-mail a Credit Card Authorisation Form which you will be required to complete, sign and return within 48 hours. (This can be obtained by contacting reservations@anilana.com).
2. **Bank Transfer** – All additional charges and fees related to this will be borne by you. Upon making a deposit, a copy of the Transfer Advice/Deposit Slip should be forwarded to our Reservations Department for easy verification and confirmation.

Please note that Cheque Deposits will be subject to realization.

Name of the Account: Anilana Hotels and Properties PLC

Bank Name: Sampath Bank Plc

Branch: Headquarters

A/C No: 0029-3002-0012

Swift Code: BSAMLKLX

Branch Code :029

Bank Code :7278

Online security

When making your travel purchase utilizing our online booking engine, you are protected by Secure Socket Layer (SSL) technology, which is utilised by most popular browsers, including Netscape and Microsoft Explorer. Through encryption, the personal information you enter, including your name, address and credit card information is converted into code that is then securely dispatched over the Internet.

Pricing Policy

A reservation is accepted only after we have received confirmation from you together with full payment. The price of your arrangements is subject to the possibility of changes and surcharges beyond our control and may be incurred for reasons such as government action, currency exchange rates, increases in prices etc. If the price of your arrangements is increased by factors outside of our control, then you must either pay the resulting price differences or cancel your arrangements in accordance with our Booking Confirmation / Cancellation Notice.

Final Payment

Prior to checking out of the hotel, if a balance payment remains due for payment, you are required to provide full settlement before leaving. You undertake and guarantee to provide full due payment as billed prior to leaving the hotel. Besides local currency, and Credit Cards previously mentioned, we accept internationally traded currencies, we will not be able to accept any personal cheques. Outstanding amounts due will be converted into local currency at the current applicable rates of exchange at time of your Check Out.

Liability, Health, Insurance and Immigration Requirements

We do not accept liability for any personal loss or incidents that arise, other than those that are directly a result of our proven negligence. This also applies to illness, injury and/or death. It is your responsibility to ensure that all members of your party obtain the right inoculations and medical advice prior to travel; we strongly recommend you also take out adequate insurance.

We also urge you to prepare carefully and ensure that each international traveler within your party has a valid passport, visa and that you have conformed to immigration requirements before commencing travel. Failure to make the proper arrangements with sufficient notice prior to your confirmed check in date will not be cause to expect refund.

We are not in a position to provide assistance with Immigration authorities. From 1 January 2012, Government requirements stipulate that visitors to Sri Lanka are required to apply for a mandatory visa prior to travelling to Sri Lanka. This can be done online at www.eta.gov.lk. Currently, some international travelers may be permitted to travel to Sri Lanka without the prior issuance of a visa, however it is your responsibility to verify visa information prior to travelling. Visas can be obtained from Sri Lanka Overseas missions. We recommend that you direct any enquiries to your nearest Sri Lankan Embassy to establish visa requirements.

Privacy Policy

Your privacy is important to us and we respect your personal information, Data obtained from you in connection with our services provided through this Website will not be shared with other vendors without your prior permission. However we may use your personal information in the following ways in order to provide you with proper service:

1. To process and confirm room reservation requests and services required during your stay
2. To contact you regarding your enquiries
3. For marketing purposes, such as sending you updates on our latest offers and promotions
4. For identification and verification purposes
5. For our own reference and record; or
6. When required or authorized by or under law to disclose the information.

We will not knowingly or intentionally use or share your personal information with third parties in ways unrelated to the purposes aforementioned.

Minors

We do not intend to nor do we seek to receive information from minors. If a child has provided us with personal information without parental or guardian consent, the parent or guardian should email us to remove the information and unsubscribe them from any promotional contact opportunities. As we cannot distinguish the age of persons who access our website, a blanket privacy policy is applied.