

Terms of Use for Hotel Bookings

Flight Raja Travels Private Limited

1. What is this document?

1.1. These terms of use for hotel bookings (“**Hotel Services Terms of Use**”), read together with the Privacy Policy located at ([“Privacy Policy”](#)) and Terms of Use located at ([“Terms of Use”](#)), constitute an entire legal and binding contract (“**Agreement**”) between you and Flight Raja Travels Private Limited, a company validly existing under the laws of India (“**Via**”) providing, *inter alia*, the terms that govern your access to use (i) Via’s online accommodation booking; (ii) the premises for which the Booking (*as defined hereinafter*) is made (“**Hotel**”); and (iii) allied reservation services (collectively referred to as the “**Hotel Services**”) provided through Via’s website www.via.com (“**Website**”) and mobile applications (“**Mobile Applications**”). You hereby agree and understand that this Agreement is a binding contract between Via and any person who accesses, browses, or uses the Hotel Services in any manner and accordingly you hereby agree to be bound by the terms contained in this Agreement. If you do not agree to the terms contained in this Agreement, you shall not have the right to use the Hotel Services and shall forthwith leave the Website. These terms and conditions shall be accepted without any modification. The use of the Hotel Services would constitute acceptance of the terms of this Agreement.

1.2. All rights and liabilities of Via with respect to any Hotel Services to be provided by Via shall be restricted to the scope of this Agreement. In addition to this Agreement, you shall also ensure that you are in compliance with the terms and conditions of the third parties, whose links are contained/embedded on the Website for the Hotel Services, with whom you choose to transact with. It is hereby clarified that Via shall not be held liable for any transaction between you and any such third party.

1.3. Via reserves the right to change or modify any of the terms and conditions contained in this Agreement, and any such changes shall be communicated to you by indicating the summary of changes made at the top of the Agreement and the date such document was last updated. Any material changes shall be highlighted on the homepage. To continue using the Website and the Hotel Services after such changes or modifications, you will be again required to accept the changed terms of service.

2. Bookings

2.1. At the time of booking accommodation, making reservations or checking into a Hotel (“**Booking**”), you will be required to present a photo-identity proof which for Indian nationals include (i) passport; (ii) driving license; (iii) voters registration card; or (iv) Aadhar card. If you are a foreign

national, it is mandatory for you to have a valid passport and visa and present the same at the time of Booking. No Booking shall be treated as confirmed until the documents required under this Paragraph 2.1 have been submitted. You will also at all times during your stay in the Hotel, be required to carry the payment vouchers as issued by Via with respect to the Booking.

2.2. In the event where the value of the Booking is over a sum of INR 25,000/- (Indian Rupees Twenty Five Thousand only), the PAN card will have to be presented by Indian nationals at the time of cash settlement during check-out.

2.3. In the event a Booking does not get confirmed for any reason, Via is under no obligation to make another Booking to compensate or replace the earlier Booking. All subsequent Bookings shall be treated as a new transaction without any reference to the earlier transaction. All refunds shall take place as per the normal banking payment cycle.

3. Payments

3.1. The prices displayed in the Website are the rates provided by the concerned Hotel and are on per night, per person basis. Any meals, additional services and amenities are included only if specified. A minimum length of stay, deposit, cancellation charge and other conditions may apply to certain rates, as specified. Once a Hotel is selected on the Website, the total expense towards your stay shall be displayed on the reservation summary. All prices shall be charged in local currency of the hotel and any currency conversion facility is provided for approximation purposes only.

3.2. The tax breakdown shown is indicative based on the current rate of tax in India. The tax will be payable at the prevailing rate applicable at the point of the invoicing or when the Booking confirmation is issued, and may vary on the basis of the actual tax rates at the date of issuance of the invoice or the Booking confirmation.

3.3. Price lists for additional items, such as restaurant meals, room service, bar services, recreation services, are on display at relevant locations within the Hotel and are available on request.

3.4. Via shall have the right to charge transaction fees based on certain completed transactions using the Hotel Services. These charges/fees may also be altered by Via without any notice. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the Hotel Services.

- 3.5. By booking with Via, you authorize Via and its agents to transact with your bank or other payment gateways on your behalf to obtain the necessary information required to process payment, confirm payment, resolve inquiries and billing disputes, and/or as otherwise required to manage the Booking.
- 3.6. You hereby understand and agree that your reservation is contingent upon Via receiving the applicable fees/consideration/fares in its account and unless such monies has been credited into Via's account, it shall be under no obligation to issue you with the relevant reservation confirmations in connection with the Hotel Services.
- 3.7. Payment shall be made through the payment gateways authorized by Via. You must adhere to the terms and conditions that are prescribed by payment gateways through which you choose to transact. Via shall not be responsible for any damages incurred by you while transacting through these payment gateways.
- 3.8. In order to process the online payments, Via may require details of your bank account, credit card number etc. Please check the Privacy Policy located at [Privacy Policy](#) on how Via uses such confidential information provided by you.

4. Check-in/ Check-out

- 4.1. Check-in and check-out time is subject to Hotel policy. Early check-in or late check-out can be requested and is subject to room availability in the Hotel and may incur extra charges as may be levied at the discretion of the Hotel.
- 4.2. In the event of late check-in, the same must be notified to Via in advance, or the entire or partial booking may be cancelled subject to the no-show policy detailed in Paragraph 5 below.
- 4.3. Subject to Hotel policy, every Hotel reserves a right of admission. Accommodation to guests may be denied by the Hotel, if adequate proof of identity is not submitted at the time of check-in. Via shall not be responsible for any declination in admission of guests at the time of check-in, by the Hotel, for any reason whatsoever.
- 4.4. Subject to Hotel policy, an extra person charge will apply if there are more persons to be accommodated in a room than the allotted limit of persons in a room. In case of an extra person, the hotel may at its sole discretion, levy additional charges. All inclusions of an 'extra bed' with a Booking signifies the facilitation of a folding cot or a mattress or a bed roll or an extra bed, depending on the Hotel policy.

4.5. Any upgrade in the category of the room is subject to Hotel policy and the Hotel may, at its sole discretion, levy additional charges for providing such upgrade in room category.

5. Cancellation Policy and No-show

5.1. With respect to the Bookings carried out by Via, the cancellation charges are as follows:

S. No.	Description	Cancellation Charges
1.	Cancellation done prior to 15 (fifteen) days before check-in date.	Rs. 500/- (Rupees Five Hundred only) per room.
2.	Cancellation between 10 (ten) and 15 (fifteen) days before check-in date.	50% (fifty percent) of total charges towards stay.
3.	Cancellation on check-in date and up to 10 (ten) days before check-in date.	100% (one hundred percent) of total charges towards stay.
4.	Cancellation for Bookings made with respect to blackout or sold out dates.	100% (one hundred percent) of total charges towards stay.
5.	Group bookings of 10 (ten) room nights and above.	100% (one hundred percent) of total charges towards stay.
6.	No-shows or early check-outs.	100% (one hundred percent) of total charges towards stay.

5.2. In certain cases and circumstances, if the Hotel, where Via has confirmed the accommodation for you, declines the availability to you, at the time of check-in for any reason whatsoever, Via shall be liable for the following, which is in an all-inclusive list for options/ remedies to be provided by Via to you in such cases:

a) In cases where the Hotel has declined to provide accommodation at the time of check in, despite Via providing a confirmation to you, the same has to be brought to the notice of Via immediately. Via shall not charge any cancellation/ retention fee. The same would be adjusted towards providing an alternative accommodation if arranged by Via. In case the customer makes alternative arrangements on his own accord, Via shall refund the entire charges without any deduction.

b) To arrange alternate Hotel accommodation in the same vicinity/location of similar category.

c) Further, if the alternate Hotel accommodation arranged by Via is at a higher rate than the original rate so paid by the customer for the former Hotel accommodation, Via shall bear the difference of amount to be paid to the latter Hotel.

d) Travel from the former Hotel to the latter shall be arranged by the customer himself.

e) All other terms and conditions shall remain the same, as applicable, and the same may vary from Hotel to Hotel.

f) The rates do not include any other events organised on special occasions like New Year etc., and these charges are to be paid by the guest directly at the hotel.

5.3. Any partial cancellations with respect to Bookings that have been made will not be honoured by Via.

6. Damage

6.1. Via reserves the right and you hereby authorise Via to charge your credit card, debit card, or appropriate payment option for any damage incurred to your room or the Hotel during your stay or for any items that are missing when you leave.

7. Food and Beverages

7.1. Any inclusion of meals in the booking is subject to the hotel's discretion and the choice of food arrangement completely rests with the Hotel concerned. The Hotel also reserves the right to serve only fixed meals at the restaurant and may not provide room service.

7.2. Alcoholic beverage service is strictly prohibited to those guests who are not over the legal age of drinking in the region where the Hotel is situated.

7.3. Subject to Hotel policy, guests may be prohibited from smoking in their rooms. Guests are at all times prohibited from smoking in public areas.

8. Parking

8.1. Where a Hotel has its own car park, there may be a charge and/ or limited spaces available and space may not be available for the duration of your stay. Car park services are subject to Hotel policy, and providing the same to you is subject to Hotel discretion. Via is not responsible for any loss or damage to cars and their contents during your stay in the Hotel.

9. Guest Behaviour

9.1. All guests are requested to conduct themselves appropriately at all times and to comply with the Hotel's procedures and/ or requests with regard to conduct. Guests are requested to respect the property of the Hotel, its employees, guests, their health and safety. Guests are requested not to disrupt the comfort and enjoyment of other guests, the smooth running of the Hotel, or cause offence to other guests or members of the Hotel's staff. The Hotel reserves the right to refuse accommodation or services or remove you and members of your party from the Hotel if, in the Hotel's reasonable opinion, it is considered that your behaviour and your party's behaviour is unruly or disruptive. In such a situation, Via has no obligation to refund you for lost accommodation, other services or other loss or expenses which you may have incurred.

10. Children

10.1. All children under the age of 16 (sixteen) years staying at the hotel must be accompanied by an adult and must be supervised by an adult at all times.

11. Liability

11.1. You hereby acknowledge and agree that Via provides intermediary services and is not, and shall not be deemed to be a Hotel, and therefore may not be held responsible in any way for any lack or deficiency of services provided by the Hotel you choose to book via the Hotel Services. Therefore, Via is not liable for any errors, omissions, representations, warranties, breaches or negligence of any of the Hotels or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom.

- 11.2. Via does not provide or make any representation, warranty or guaranty, express or implied about the Hotel, Website or the Hotel Services.
- 11.3. Via shall have no liability in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and shall have no responsibility for any additional expenses incurred by you in connection with the same.
- 11.4. You hereby understand and acknowledge that the fares provided by Via on the Website or Mobile Applications are subject to change at the respective Hotel's discretion and Via shall not be responsible for any increase/change in the fares/fees provided by a particular Hotel (and as displayed by Via on the Website or Mobile Applications).
- 11.5. Via shall not be liable for any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the inability to use or performance of the Website, Mobile Applications or any other Hotel Services. This shall extend to the loss suffered by you due to delay or inability to use or access the Website or the Mobile Applications.
- 11.6. Via shall not be responsible or liable to you in any manner for any losses, damage, injuries or expenses incurred by you as a result of any disclosures made by Via, where you have consented to the making of such disclosures. If you have revoked such consent under the terms of the Privacy Policy, then Via shall not be responsible or liable in any manner to you for any losses, damage, injuries or expenses incurred as a result of any disclosures made by Via prior to its actual receipt of such revocation.
- 11.7. Via shall not be responsible to provide any updates on schedules, availability, cancellations, and modifications to the services provided by the Hotels.
- 11.8. The maximum liability of Via, in respect of any Services provided, shall be limited up to a maximum of INR 1000/- (Rupees One Thousand only)

12. Indemnity

- 12.1. You hereby agree to indemnify and hold harmless Via, its affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from (i) your access to or use of the Hotel and the Hotel Services, (ii) violation of the Agreement, (iii) infringement, or infringement by any other user of your account with Via, (iv) infringement of any

intellectual property or other right of any person or entity. Via will notify you promptly of any such claim, loss, liability, or demand, and in addition to your foregoing obligations, you agree to provide us with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

13. Severability

13.1. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to be in full force and effect.

14. Term and Termination

14.1. This Agreement will remain in full force and effect while you use the Hotel Services in any form or capacity.

14.2. In the event Via discovers or has reasons to believe at any time during or after receiving a request for Hotel Services from you that the request for services is either unauthorized or there has been misrepresentation of facts, Via shall have the right to take any steps against you, including cancellation of the Bookings, forfeiture of payment etc. without providing you with prior intimation. Via shall not be responsible for any damages caused as such a consequence.

14.3. Via reserves the right to terminate the Hotel Services provided to you in the event of breach of any terms contained in this Agreement, misrepresentation of information, any unlawful activity or is unable to verify or authenticate any information the user submits to Via.

14.4. Clauses under the headings Liability, Indemnity, Dispute Resolution, and Notices shall continue and survive the termination of this Agreement.

15. Dispute Resolution and Governing Law

15.1. This Agreement and any contractual obligation between Via and you will be governed by the laws of India, subject to the exclusive jurisdiction of courts at Bengaluru, Karnataka.

15.2. All disputes will be subject to arbitration at Bangalore in English by a single arbitrator appointed by Via under the Arbitration and Conciliation Act, 1996.

16. Headings

16.1. The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, the terms of services or the right to use the Website by the User contained herein or any other section or pages of the Website in any manner whatsoever.

17. Notices

- 17.1. All notices and communications shall be in writing, in English and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent *via* email/ facsimile, with due acknowledgment of complete transmission to the following address:

Flightraja Travels Private Limited: Magnolia, Block B, Level 4, Manyata Embassy Business Park,
Outer Ring Road, Nagwara, Bangalore - 560045.