

MALANKARA PLANTATIONS LIMITED

WEBSITE TERMS & CONDITIONS

1. INTRODUCTION

These Terms & Conditions (“Terms”) govern access to and use of the website operated by Malankara Plantations Limited (“Company”, “we”, “our”, or “us”). By accessing, browsing, or using the website, users (“you” or “your”) acknowledge that they have read, understood, and agreed to be legally bound by these Terms, the Privacy Policy, and all applicable laws and regulations in force in India.

If you do not agree with these Terms, you must immediately discontinue use of the website.

2. WEBSITE AVAILABILITY AND ACCESS

The Company reserves the right, at its sole discretion and without prior notice, to suspend, withdraw, modify, discontinue, restrict, or terminate access to the website or any portion thereof at any time for maintenance, upgrades, operational reasons, security concerns, legal compliance, or any other reason whatsoever.

The Company shall not be liable for any interruption, delay, downtime, data loss, technical malfunction, or unavailability of the website.

3. USER OBLIGATIONS

You agree not to:

- (a) use the website for any unlawful, fraudulent, abusive, defamatory, obscene, harmful, or objectionable purpose;
- (b) attempt unauthorized access to any part of the website or related systems;
- (c) introduce viruses, malware, or harmful code;
- (d) interfere with the operation or security of the website; or
- (e) violate any applicable law, regulation, or third-party rights.

You shall remain solely responsible for all activities conducted through your access or use of the website.

4. INTELLECTUAL PROPERTY

All trademarks, logos, service marks, trade names, content, designs, graphics, text, software, and materials appearing on the website are owned by or licensed to the Company and are protected under applicable intellectual property laws of India.

No content from the website may be copied, reproduced, distributed, modified,

published, transmitted, displayed, or commercially exploited without prior written permission from the Company.

5. EXTERNAL LINKS

The website may contain links to third-party websites or services for convenience only. Such links do not imply endorsement, sponsorship, or approval by the Company.

The Company shall not be responsible or liable for the content, accuracy, security, privacy practices, legality, availability, or functioning of any third-party website or service.

6. DISCLAIMER OF WARRANTIES

The website and all information, content, services, and materials provided therein are made available on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, whether express, implied, statutory, or otherwise.

To the maximum extent permissible under Indian law, the Company disclaims all warranties including but not limited to:

- (a) merchantability;
- (b) fitness for a particular purpose;
- (c) accuracy or completeness of information;
- (d) uninterrupted or error-free operation;
- (e) security, reliability, or availability; and
- (f) absence of viruses or harmful components.

7. LIMITATION OF LIABILITY

To the fullest extent permissible under applicable laws in India, the Company, its directors, employees, officers, affiliates, agents, licensors, and service providers shall not be liable for any direct, indirect, incidental, consequential, punitive, special, or exemplary damages, including but not limited to loss of profits, revenue, data, goodwill, opportunity, or business interruption arising out of or relating to:

- (a) access to or use of the website;
- (b) inability to access or use the website;
- (c) reliance on any information or content;
- (d) technical errors, interruptions, delays, or failures;
- (e) unauthorized access to data; or
- (f) actions of third parties.

In any event, the total aggregate liability of the Company shall not exceed the amount, if any, paid by the user to the Company for accessing the website or services.

8. INDEMNITY

You agree to indemnify, defend, and hold harmless the Company and its directors, employees, affiliates, agents, and representatives from and against any claims, liabilities, damages, losses, penalties, costs, and expenses, including reasonable legal fees, arising from:

- (a) your violation of these Terms;
- (b) misuse of the website;
- (c) breach of applicable law; or
- (d) infringement of any rights of any third party.

9. PRIVACY

Use of the website shall also be governed by the Company's Privacy Policy, as updated from time to time in compliance with applicable Indian laws relating to data protection and privacy.

10. MODIFICATIONS

The Company reserves the right to amend, revise, modify, or update these Terms at any time without prior notice. Continued use of the website after such modifications shall constitute acceptance of the revised Terms.

11. FORCE MAJEURE

The Company shall not be liable for any failure, interruption, delay, or inability to perform obligations arising from events beyond its reasonable control, including natural disasters, government actions, internet failures, cyberattacks, labor disputes, pandemics, or technical failures.

12. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or relating to the website or these Terms shall be subject to the exclusive jurisdiction of the competent courts located in Kerala, India.

13. SEVERABILITY

If any provision of these Terms is held invalid, unlawful, or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

14. CONTACT

For any questions, concerns, or notices regarding these Terms, users may contact the Company through the official contact details published on the website.

MALANKARA PLANTATIONS LIMITED

Home Stay

Acceptance of Terms

By accessing this website, making a reservation, or staying at the Property, the guest acknowledges that they have read, understood, and agreed to be legally bound by these Terms and Conditions.

Reservation Rights

The Property reserves the right to refuse, cancel, modify, or decline any booking in the event of pricing errors, technical issues, suspected fraudulent activity, overbooking, force majeure events, non-compliance with these Terms, or any circumstances deemed necessary by management.

Guest Information Accuracy

Guests are solely responsible for ensuring the accuracy and completeness of all booking and identification information provided at the time of reservation.

Check-In and Check-Out Policy

- **Check-in:** [e.g., 12:00 PM IST]. Early check-ins are subject to availability and prior confirmation.
- **Check-out:** [e.g., 11:00 AM IST]. Late check-outs may incur additional charges.
- **Identification:** As per security regulations mandated by the Government of India and the Kerala Police, all guests (including foreign nationals) must present a valid government-issued photo ID (e.g., Aadhaar, Passport) at the time of check-in.

Cancellation & Refund Policy

- **Cancellation Window:** Cancellations made [e.g., 15 days] or more prior to the arrival date will be eligible for a full refund (minus applicable bank/payment gateway charges).
- **Late Cancellations:** Cancellations made within [e.g., 7 days] of the arrival date will result in the forfeiture of the advance payment.
- **No-Shows:** Failure to arrive on the booked date will be treated as a "No-Show" and the total reservation cost will be non-refundable.

Occupancy & Visitors

Only registered guests are permitted to occupy or use the Property premises. Unregistered visitors or overnight guests are prohibited unless expressly approved by management.

Damage to Property

Guests shall be fully liable for any loss, damage, breakage, theft, destruction, legal liability, penalty, extraordinary cleaning expense, or repair cost arising from their acts, omissions, negligence, misconduct, or violation of law during their stay.

Indemnity

Guests agree to indemnify, defend, and hold harmless [Homestay Name], its owners, employees, representatives, agents, and affiliates from and against any claims, liabilities, losses, damages, costs, penalties, legal proceedings, or expenses (including reasonable legal fees) arising from guest misconduct, negligence, violation of law, injury caused by guest actions, or damage to third-party property.

Health & Safety Disclaimer

Guests acknowledge that use of the Property and surrounding areas is entirely at their own risk. The Property shall not be liable for any injury, illness, allergic reaction, accident, drowning, slip-and-fall incident, insect bite, food sensitivity, medical condition, or death occurring during the stay except where caused by proven wilful misconduct of the Property.

Limitation of Liability

To the maximum extent permitted under applicable law, the total liability of the Property, whether arising under contract, tort, negligence, strict liability, or otherwise, shall not exceed the total amount actually paid by the guest for the booking.

Personal Belongings

The Property shall not be responsible or liable for the loss, theft, damage, or misplacement of any cash, jewellery, valuables, electronic devices, vehicles, luggage, or personal belongings brought onto the premises by guests or visitors.

Third-Party Services Disclaimer

The Property may assist guests in connecting with third-party service providers including taxis, tour operators, boating services, food delivery providers, guides, wellness providers, or activity organisers. Such services are independently operated, and the Property assumes no responsibility or liability for any act, omission, injury, delay, deficiency, loss, dispute, or damages arising from such third-party services.

Force Majeure

The Property shall not be liable for cancellation, interruption, delay, modification, or failure to perform obligations arising from events beyond reasonable control, including but not limited to natural disasters, floods, heavy monsoons, pandemics, epidemics, strikes, civil disturbances, utility failures, governmental actions, travel restrictions, or other force majeure events.

Right to Refuse Service & Eviction

Management reserves the right to refuse accommodation, cancel reservations, deny entry, or require any guest to vacate the Property immediately without refund in cases involving unlawful conduct, intoxication, abusive behaviour, nuisance, safety concerns, damage to property, violation of house rules, violation of applicable law, or conduct deemed detrimental to the Property or other guests.

Website Disclaimer

While reasonable efforts are made to ensure accuracy, the Property does not guarantee that descriptions, photographs, amenities, availability, pricing, website functionality, or other content displayed on the Site are error-free, complete, accurate, or continuously available.

Privacy & Legal Compliance

Guest information may be collected, processed, stored, used, and disclosed where reasonably necessary for reservation management, legal compliance, police verification, taxation, security, operational purposes, payment processing, or regulatory requirements. The Property does not sell personal information and shall not be liable for unauthorised access caused by circumstances beyond reasonable control.

CCTV Surveillance

Certain common areas of the Property may be monitored through CCTV surveillance for safety, security, and operational purposes. No surveillance is conducted within private guest areas such as bedrooms or bathrooms.

Minor Policy

Guests below 18 years of age must be accompanied by a parent, legal guardian, or authorised adult at all times during the stay.

Prohibited Activities

The following activities are strictly prohibited on the Property: possession or use of illegal substances, unlawful activities, prostitution, gambling, loud parties, commercial filming without permission, possession of weapons, public nuisance, or any activity that may endanger the safety, reputation, or operations of the Property.

Digital Evidence

Electronic records maintained by the Property including booking confirmations, payment records, emails, text messages, digital communications, access logs, and CCTV footage may be relied upon and produced as evidence in any legal or dispute resolution proceedings.

Dispute Resolution & Arbitration

Parties shall first attempt to resolve disputes amicably through written communication. Any dispute remaining unresolved may be referred to arbitration under the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Kottayam, Kerala, and proceedings shall be conducted in English.

Governing Law & Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of India. Subject to the arbitration clause above, courts located in Kottayam, Kerala shall have exclusive jurisdiction.

Severability

If any provision of these Terms and Conditions is held invalid, illegal, or unenforceable by a competent authority, the remaining provisions shall continue in full force and effect.

Entire Agreement

These Terms and Conditions constitute the entire agreement between the guest and the Property and supersede all prior communications, representations, negotiations, or understandings, whether oral or written.

Modification of Terms

The Property reserves the right to amend, modify, or update these Terms and Conditions at any time without prior notice. Updated terms shall become effective immediately upon publication on the website.

Contact Us

If you have any questions or concerns regarding our Terms and Conditions, please reach out to us at:

Malankara Building, Kodimatha, Kottayam, Kerala, India - 686013.

Email: info@malankaraplantations.co.in

Phone: [+91 481-2568360](tel:+914812568360)