

# **Terms and Conditions**

## **CHECK-IN and CHECK-OUT**

Please note that the check in is at 14.00 hr and check out time is 12 noon.

Early check-in and late check-out is subject to availability. 3 hours before and after formal time can be considered free stay as per room availability. Anytime earlier or later than the stipulated time, 50% to 100% charge will be applicable. Please speak to our Front Office <u>0094 51 2030000</u> and specify the time of check in or check out to ensure rates are well communicated in advance.

# **CHILD POLICY**

0-4 years: Free Of Charge

4 years and 11 months to 11 years and 11 months: 50% Meal rates / sharing with parents (no extra bed)

12 and above will be considered an adult.

## **BOOKINGS**

Bookings may be made online at www.theargyle.lk.

Full payment must be made at the time of booking. We accept payment by Visa or MasterCard credit/debit cards, AMEX or online bank transfers. The available payment options are displayed during the booking process on our website. A payment processing fee may apply.

Once your booking has been successfully completed, a Booking Confirmation will be issued in respect of each room booked and sent to the email address provided in your registered account. You MUST produce your Booking Confirmation(s) upon check-in at the Hotel, together with your original valid photo identification document (national registration identity card, passport, driver's license or other identification card or document as the Hotel may require). If you do not receive your Booking Confirmation(s) within twenty-four (24) hours from the time of booking, please contact us via the Website (Please refer to Contact Us).



Credit card bookings made within five (5) days prior to check-in date will require presentation of the credit card used for payment of the booking during check-in. Failure to do so may delay your check-in process.

The 'Guest' named in the Booking Confirmation must be the person staying at the Hotel otherwise we reserve the right to cancel the booking.

At all times during the booking process, you will be advised to ensure the accuracy of your booking details (guest details, stay dates, room types, room rates, number of guest(s)). The Argyle will not be responsible or liable for errors in booking details.

Bookings are accepted subject to room availability.

#### **ROOM RATES**

Room rates shown on the Website are charged on a per room per night basis exclusive of Meals and Add-Ons.

Room rates include Government tax and service charge. Government tax is subject to the requirements of the country. These will be charged at the prevailing rates and are payable in USD.

Room rates and details are correct at the time of publication and are subject to change without notice.

## RESTRICTIONS

You may not bring the following into our Hotel.

Pets, pillows, bed sheets, duvets or other items of bedding any electrical appliances and/or equipment for heating and/or cooking purposes.

## **CHANGES AND CANCELLATIONS**

Payments made for bookings (including Add-Ons, if any) are strictly non-refundable.



## Changes

Change of Guest name on your booking is allowed if made two (2) full days before check-in date.

## **Cancellations**

Other than change of Guest name, all bookings cannot be amended, modified or cancelled. Any booking cancellation or failure to arrive on the scheduled check-in date will be treated as a no-show in respect of a booking and will result in the total payment under that Booking Confirmation (including any applicable tax paid) non-refundable and will be forfeited.

Unless otherwise expressly stated, no changes or cancellation will be allowed for any confirmed bookings. Please read the terms and conditions of the relevant promotion carefully, which terms of promotion shall apply to the booking and shall be binding on you.

## **DAMAGE**

You are liable for any damage howsoever caused to the allocated room(s) or to the Hotel premises or property caused by you or any persons in your party (whether or not staying at the Hotel) during your stay. The Argyle reserves the right to retain your credit card and/or debit card details and charge or debit such amounts as it shall in its sole discretion deem fit on the said card(s) to compensate or make good the loss, damage, costs or expenses incurred or suffered by The Argyle as a result of the aforesaid.

## RIGHT TO REFUSE ACCOMMODATION

The Argyle reserves the right to refuse accommodation to you or any person(s) without any notice and terminate any booking without being liable for any refund or compensation for the following reasons: the booking has been paid through fraudulent means the booking has been altered by anyone other than The Argyle or The Argyle's authorised agent or has been tampered with or the Booking Confirmation has been defaced (in which case The Argyle reserves the right to retain such booking documentation) the person checking in is not or cannot prove that he/she is the person named in the Booking Confirmation as permitted under the provisions of these Terms and Conditions

## LIMITATION OF LIABILITY



The Argyle is responsible for providing the room(s) stated in the Booking Confirmation(s) and according to these Terms and Conditions.

To the extent permitted by law, The Argyle do not accept any liability arising out of any occurrences beyond its control including acts of terrorism, flood, war, strikes, riot, theft, delay, cancellation, civil disaster, government regulations or changes in itinerary or schedule.

Guests are advised to obtain insurance to cover curtailment, and loss of luggage, personal effects, damages, personal injury and money/valuable belongings.

NOTWITHSTANDING ANY CONTRARY PROVISION HEREIN, IN NO EVENT SHALL THE ARGYLE OR THEIR RESPECTIVE AFFILIATES, AGENTS, REPRESENTATIVES OR LICENSORS BE LIABLE TO YOU FOR ANY LOSS OR INJURY OR ANY DAMAGES, EITHER DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST SAVINGS) RESULTING FROM OR IN ANY WAY CONNECTED TO THE SITE OR THESE TERMS & CONDITIONS, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

# **PRIVACY & DATA PROTECTION**

You may visit this Site without revealing any personal information about yourself. However, in order to provide you with the requested information or other services e.g. booking, you may need to provide us with your personal information. Your privacy and trust are important to us. This Privacy Policy is served to inform you of the collection, use, disclosure and protection of your information.

This Site only collects personally identifiable information with your knowledge and express consent. You are entitled not to submit your personally identifiable information or to decide what communications you want to receive from us. However, incomplete information may affect or prevent the processing of certain transactions.

The Argyle will retain all personal information you provide during booking. By making a booking with us or using the Website, you consent to our use and/or disclosure of your personal details to our franchisees, branches, related corporations, associates, subsidiaries, affiliates, assignees, proposed assignees, agents, commercial partners, service providers and/or any other parties engaged by us to enable or assist us in the provision of services or to exercise or enforce our



rights hereunder and/or any other party as The Argyle may, in our sole and absolute discretion, deem necessary for the following purposes:

- to process your booking and for other administrative purposes
- to provide you customer support and services
- to send you information on products and services, and special or promotional offers, newsletters or customer survey forms and questionnaires. You may unsubscribe from these at any time by clicking on the "unsubscribe link" on the relevant email communications.

#### COOKIES

The Argyle uses cookies in our webpages to:

Maintain your session and required details when you browse The Argyle Hotels Website, during account registration and during the booking process (session cookie)

Collect website usage data for statistical/analytics purposes (analytics cookie)

#### **COPYRIGHT & TRADE MARKS**

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breach of these terms and conditions howsoever occasioned; or (3) any intellectual property right or proprietary right infringement claim made by a third party against us in connection with your use of this Site.

#### DISCLAIMER

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#### **CHANGES TO THE THESE TERMS & CONDITIONS**

The Argyle reserves the right to cancel, amend or vary the arrangements and content featured on the The Argyle Website and/or change, amend, vary or add to these Terms and Conditions at any time without prior notice. Your continued use of the Website will constitute your acceptance of any such cancellation, amendment, or variation.

## CONFLICT BETWEEN ENGLISH TEXT AND OTHER LANGUAGE TEXT



If there is any conflict or discrepancy between the English text of these Terms and Conditions and any translation thereof into any other language, the English text shall prevail.