

Terms & Conditions

1. The Second Party will provide access to the required information with respect to the availability of its rooms, the services and amenities, and their rates to First Party and its Affiliates on a direct connection (API Linking), through a channel manager or a similar interface, extranet or reserve certain rooms for booking through First Party as may be decided between the Parties. This will enable the First Party and their Affiliates to host the availability of the Hotel's rooms on their websites and other online and offline sales channels (including mobile applications or browsers, branch offices, B2B partners, etc.). Accordingly, all benefits, rights and obligations under the Agreement will apply to each Affiliate as if the Affiliate is a contracting party to the Agreement.

It is hereby clarified that an Affiliate can issue Hotel vouchers (confirming the booking), issue invoice(s) to the Hotel for its commission, receive booking confirmation and collect accommodation charges (inclusive of all fees and taxes) on behalf of the Hotel. However, the invoice capturing the tax details for hotel accommodation services shall, in all cases, be generated and issued by Hotel directly on the customer for the gross amount collected by the First party towards the booking. First Party is not required to issue an 'invoice' (capturing tax details) for the Hotel accommodation services on customers under any circumstances unless law specifically requires First Party to do so. Further, the tax charged in respect of Hotel accommodation services shall be discharged by the Hotel in all cases where Hotel is registered under the respective tax laws.

For the purpose of this Agreement, Affiliates includes persons which are controlled by, or Control, or under common Control of a person in whose context the word Affiliate is being determined. Control means ability to, directly or indirectly, direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise.

2. The Hotel shall ensure the availability of information with respect to the rooms on real-time basis and further ensure that at no point of time the room is available for booking with some other online travel agents (OTAs) but not with the First Party. The Hotel shall be solely responsible for rates made available on extranet or any other medium owned or managed by First Party. First Party shall have no responsibility with respect to the rates provided by the Hotel.

3. The Hotel shall maintain rate parity, and room availability parity between First party and other travel agents, other sales channels of third parties and the Hotel itself. Bookings of the Hotel rooms against

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the customer reservations communicated by the First Party will be purely at the choice of the customers and will be as per the user agreement available at the website of COMNET ('COMnet User Agreement'). The User Agreement forms an integral part of this Agreement and is incorporated in this Agreement by reference. The Parties agree to deliver their obligations accordingly.

4. The First Party would be rendering services as a First party arranging hotel accommodation services between hotel and customers. Accordingly, the Hotel only would be responsible for provision of hotel accommodation services to the customers booking Hotel rooms through First Party. The Hotel shall provide services to the customers booking through First Party as per best industry practice. The room rate applicable for any customer making the booking through First party shall be as per the Hotel's policies depending upon the seasonality, supply and demand factors.
5. The Hotel agrees and undertakes that it shall at all times act in good faith and shall not in any way commit acts prejudicial to the interest of First party or the customers booking through First party including without limitation, acts which in sole discretion of the First party may amount to defrauding First party or their customers such as misuse or abuse of any benefits, accruals or offers made available by First Party, in violation of the applicable laws etc. At all times, the First party will be liable to pay to the Hotel only for those bookings which are booked by the customers through First party for genuine utilization by themselves and for which room rate is collected from the customers on behalf of the Hotel. The Hotel will not engage in fictitious booking of its rooms for the purpose of unduly enriching itself with the promotional schemes of First party.
6. The refundable amount to customers in the event of a booking cancellation will be governed by the hotel's cancellation policy, as communicated to the First Party from time to time. No cancellation retention fees will apply if the reservation is canceled due to circumstances beyond human control, such as acts of God, labor unrest, insolvency, pandemics, epidemics, business exigencies, government decisions, terrorist activities, operational or technical issues, route or flight cancellations, or other unforeseen events. The cancellation policy for bookings made through the First Party shall be no less favorable than the policy provided by the hotel for bookings made through any other third party or its own website.
7. During the Term of the Agreement, the Parties may agree on the Commercial Terms (which include the commission, validity period of such Terms, and any amendments thereof) from time to time over email or in

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writing. All such emails and written documents will be deemed to be part of and bound by the terms of this Agreement.

8. The Hotel permits First party to translate the Hotel information into any regional language and use the same for its business purposes. Such translated data will be the exclusive property of the First Party.
9. The all descriptions of the services and amenities at Hotel's website should be consistent with the information as provided by Hotel pursuant to this Agreement, and all such services and amenities should be actually provided for by the Hotel. In case the specified amenities and services are not provided by the Hotel, the Hotel shall be solely responsible to the customer for any complaint in respect of the same. Any adverse change(s) in the booking terms as provided by the Hotel, including the cancellation policy, refund policy, etc., shall only be applicable with prospective effect for bookings made after the implementation of the revised terms.
10. The First Party will solicit reviews of the Hotel from customers or guests who have completed a stay at the Hotel room booked through First party, and may publish these comments and scores on the websites of each First party and their Affiliates. First party will use their best efforts to monitor guest reviews with respect to certain reasonable criteria of genuineness and proper language, and further reserves the right to remove these reviews. First party will not enter into any discussion, negotiation or correspondence with the Hotel in respect of the content or consequences of the publication or distribution of the guest reviews. However, the First party will use all reasonable methods to procure removal from the website(s) of any comments about the Hotel which have been already posted provided that the Hotel can show by reasonable evidence that such comments are false or are not a genuine expression of that guest's opinion. The Hotel acknowledges that First party are the distributor and not the creators of such comments. All liability for the content of any such comments is excluded to the extent permitted by law.
11. The Hotel permits First Party to display the name, brand name, logo, trademark and any other information as supplied by the Hotel to enable First party to fulfil its rights and obligations under this Agreement. If the Hotel is offering any promotional sales of rooms at discounted prices, the same discounted prices shall be offered to customer booking through First party.

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12. The Hotel shall resolve all customer grievances directly with the customer, including those grievances related to quality of rooms, rates, services etc. First party may at its discretion operate a customer service facility to resolve the grievances of the customers over phone and by coordinating with the Hotel, but in all cases the ultimately responsibility remains with the Hotel to resolve the grievances.
13. The room night availability and booking facility provided by the Hotel will be on commission basis. The Hotel will pay certain commission to each First party (for all the bookings made by the customers through First party) on the gross room rate (including any applicable government taxes and Goods and Services Tax) notified by the Hotel to First party as the listing price of the Hotel room. For the avoidance of doubt, it is clarified that the First party do not have the right to alter the Sell Rate notified by the Hotel. Such commission may be set-off by the First party in their payment to the Hotel, or may be paid separately by the Hotel as the Parties may mutually agree in writing. Accordingly, First Party would issue a tax invoice for the commission amount along with applicable taxes, if any. The commission payable to First party will be agreed by Parties from time to time. The Hotel would be required to raise an invoice on the customer for the gross amount and discharge tax liability accordingly. If the Hotel is offering any promotional sales of room nights at discounted prices compared to usual Sell Rate, the same discounted prices shall be offered to the customers booking through First party.
14. The First party may offer certain promotions over the room nights of the Hotel to the customers, except on any specific dates duly informed by the Hotel to First party at least five working days in advance.
15. Notwithstanding anything mentioned above, First Party at their own discretion can charge the customer booking through the respective First Party, a service fee for its services, over and above the Sell Rate. For the service fee (if any) charged, First Party shall issue a tax invoice on the customers only for the amount of service fee along with applicable taxes and Hotel will not have any responsibility to raise an invoice on customer towards such service fee.

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