

## DAYA HOLDINGS/BREATHE RESORTS AND VILLAS TERMS AND CONDITIONS

### Important information and our booking terms and conditions for Villas and glamping

These terms are applicable for bookings made from 8h January 2024 onwards.

#### SECTION A: ALL BOOKINGS

**This section applies to all bookings for glamping that you make with BREATHE Resorts & Villas Chikmagalur.**

**1. Who your agreement is with.** When you book your holiday, your agreement will be with BREATHE Resorts & Villas Chikmagalur. (“BREATHE Resorts & Villas”, “we”, “us”, “our”). Please read these terms carefully as they set out our respective rights and obligations. In these terms, references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

Our obligations to you will vary depending on the type of booking you make with us. You can make a booking for accommodation only or you can make a booking for accommodation, plus certain additions (a Package booking). Where you make a Package booking, additional terms apply to your booking.

Section A contains the terms which apply to all bookings you make with us for Villas and glamping (both accommodation only and Package bookings) and Section B contains the additional terms which apply only when you make a Package booking with us, as well as a full explanation about which bookings are treated as Packages.

#### **To book your break**

**2. The agreement.** There will be a contract between you and BREATHE Resorts & Villas Chikmagalur, when we send you a booking confirmation. These terms are part of your contract with us. The person making the booking accepts the contract on behalf of all members of your party and is responsible for making sure they accept the contract, and for their behaviour when on our parks; and accepts financial responsibility for payment of the booking on behalf of all members of the party. We can’t accept bookings from anyone under the age of 18.

**3. If you book more than 10 weeks ahead.** When you book your holiday you will need to pay a deposit. The standard deposit to secure your booking is calculated based on the holiday value. We may change these amounts from time to time. Where we do, the applicable amount will be the one listed at the time our contract was formed. We sometimes offer a discounted deposit in which case you may need to pay a top up deposit. Any top up deposit must be paid on the date stated on your booking confirmation. The balance of your package must be paid at the time of check in. Details of any top up deposit and the balance payable will be in the booking confirmation. Any cancellation will be subject to the cancellation terms set out in clause 31.

**4. If you book less than 10 weeks ahead.** You must pay the full amount of the holiday at the time of booking. This amount includes the standard deposit, which will be dealt with in

accordance with clause 31 in the event of a cancellation. Payment can be made online or by telephone.

**5. Special offers.** To claim any special offers, discounts and promotional codes please tell us when you book prior to making a payment. If you don't, we're sorry we can't honour these. All discounts, special offers and promotional codes are subject to availability. Holiday vouchers issued by BREATHE Resorts & Villas Chikmagalur are subject to additional terms and conditions - please refer to the communication issued with the voucher and/or the BREATHE Resorts & Villas Chikmagalur website for further details.

**6. Who's in your party.** When you book you need to give the names and ages of everyone in your party. Only those people on your booking can occupy your holiday home and anyone not named on your booking will be asked to leave Resort. In these circumstances no refund or compensation will be given. You must bring ID with you as you may be asked for this on arrival or during your stay. You must complete an online ID verification process prior to your arrival at the park, where we ask you to do so. We may cancel your booking if you do not complete, or if you fail, the ID verification process.

**7. VISOR.** We do not accept bookings from or allow anyone to stay on a BREATHE Resorts & Villas Chikmagalur who is or has been listed on the Violent and Sex Offenders Register (or any register which supersedes this), or anyone who is subject to a Sexual Risk Order, Child Abduction Notice or any similar order, court proceedings or register. By making a booking, you are confirming that no one in your party is or has been on any such register, subject to any such order or otherwise the subject of any such court proceedings. If we do cancel your booking under this clause you will be subject to the cancellation terms set out in clause 31.

### **The price of your holiday and what it includes**

**8. Prices.** All prices are subject to change so could increase or decrease. The most up to date prices for accommodation are on our website. The price confirmed when you book is the final price and will not change unless you alter your booking\*. If you would like to request a specific holiday home or location on the holiday park, this is available subject to availability at an additional charge. All prices include VAT and insurance premium tax (where applicable) at the prevailing rate.

\*Where you have booked a Package, additional terms apply.

**9. Pets.** There is a maximum of 2 pets per accommodation. Dogs other than genuine assistance dogs are not permitted in non-pet friendly accommodation, and if you do wish to bring a genuine assistance dog, we may ask for more information from you about this. If your dog is not a genuine assistance dog, you will be charged the pet fee.

### **What you need to know before you book**

**10. Groups.** As our Glamping are family holiday domes, Family and friends who live at the same address or know each other or who travel together will be considered as making a group booking even if they have made separate bookings. Because of the family nature of our

glamping domes there are additional restrictions on group bookings at certain times including over the festive period and peak season so please call our group specialist team to ask about these. Due to the popularity of the festive period and peak season we may restrict bookings to past customers. Group bookings (whether made by 1 person or a number of people) for 3 or more accommodations (glamping domes) or where there are over 16 people in the group must be made through our group specialist team. Contact details can be found on the 'Contact Us' section of our website. If this is not done, we will cancel any bookings which are part of a group booking and the cancellation terms in clause 38 shall apply. We'll only accept group bookings if you tell us about them and give us the names and addresses of everyone in your group before you book. The lead booker for a group is responsible for the conduct of the other members of the group and for ensuring they comply with these terms and conditions. We may require the lead booker to provide a deposit as security in the event of any damage by any member of the group. If your behaviour is disruptive to other guests or unacceptable, you will be asked to leave the resort and in this event no refund will be given. You must bring ID with you as you may be asked for this on arrival or during your stay. You must complete an online ID-verification process prior to your arrival at the resort where we ask you to do so. We may cancel your booking if you do not complete, or if you fail, the ID verification process.

**14. Business and other organisations.** Businesses and other organisations who wish to make bookings must do so by calling us using the details found on the 'Contact Us' section of the website. If this is not done, we will cancel any such bookings.

**15. Holiday use.** As our resort has glamping geodesic domes, we don't accept bookings if you want to stay for work or use the dome as a base to travel to work or for residential use. We do not accept bookings for holidays which last longer than 15 days,`

**16. Pets.** Most dogs are welcome at our resort in pet friendly accommodation. A maximum of two dogs are permitted per booking. Some breeds of dog, including those listed in the Dangerous Dog Act are not allowed so check with us when you book. Please enquire before you book whether other pets are allowed. We accept genuine assistance dogs in all of our domes and in all areas of our resort. This means that we can't guarantee we've never had any dogs in any of our accommodation.

### **When you arrive**

**17. Check-in times.** Your accommodation will be available from 2pm on your arrival day. If you think you may arrive after 7pm (midnight if a hotel room) please let us know. If you have paid a priority arrival charge, please check your booking confirmation for the time your holiday glamping will be available.

### **When you're on Breathe**

**20. Children.** All children must be supervised by parents or another responsible adult throughout the holiday. Where we have children's clubs, special programmes of events and other facilities for children these are not childcare facilities and children remain the

responsibility of their parents or guardians at all times and must be supervised accordingly. Please make sure you always know where your children are.

**21. Use of your holiday glamping.** We have the right to enter your accommodation for maintenance purposes or in special circumstances and in emergencies.

**24. Your personal possessions.** You are responsible for your personal possessions in your holiday domes and we aren't responsible for any loss or damage to these. If you leave personal possessions behind at the end of your holiday, we'll try to return them but are not responsible for them.

**25. Your car and other vehicles.** You should comply with speed limits, parking, and traffic regulations. Vehicles are brought into the resort at your risk, and we are not responsible for loss or damage to these except where it is caused by our negligence or fault. Quad bikes, electric scooters and similar, pickup and any commercial or working vehicles including large vans aren't allowed in the resort. Please note that we don't have the facility to charge hybrid and/or electric cars ('EVs') at our resort.

**26. Filming and photography.** We sometimes have TV and other companies filming or taking photographs on site/resort. We will do all we can to ensure you are not disturbed by this. We can't accept any responsibility or offer any financial award if you do appear in films or photographs. No photography is allowed in swimming pool areas. The use of drones is not permitted.

### **When it's time to leave**

**27. Departure time.** You should leave your accommodation by 11am on your departure date.

**28. Leaving your holiday Glamping.** At the end of your holiday please leave everything in a clean and tidy condition. You will be required to pay for any damage you cause to your holiday home during your stay.

### **Can we help?**

**29. Feedback.** We want you to enjoy your holiday, however, if you have an issue or want to talk about your experience, please tell us straight away so we can put things right.

**Before you travel:** You can contact our Customer Support Team via live chat by logging into Manage My Booking: [breatheresortsandvillas.com](https://breatheresortsandvillas.com) or via the 'Contact Us' page on our website [breatheresortsandvillas.com](https://breatheresortsandvillas.com)

Our helpful team will aim to resolve any issues within 48 hours.

**During your holiday:** We'll do everything we can to make sure you enjoy your holiday with us, but sometimes things can go wrong. If this happens, please tell your on-glamping experience team straight away so that we can address any issues and you can continue to enjoy your stay. They can be contacted via reception.

You must give us the opportunity to put things right while you're on resort.

### **If you need to make a change or cancel your booking**

**30. Alterations to your booking, and the fees that we charge.** Once there is a contract, if you need to make changes to your confirmed booking, you must contact us as soon as possible.

**31. Cancelling your booking.** If you decide to cancel your confirmed booking, please contact us as soon as possible by call on 7899789954 or email at [breatheresortsandvillas@gmail.com](mailto:breatheresortsandvillas@gmail.com)

Cancellation charges as follows:

Inform us 15 days before- 70% of advance will be refunded.

Before 7 days – 50% of advance will be refunded.

Within 7 days - no refund

**32. Cancellation by us.** Very occasionally, we may have to cancel your booking. If we have to do so we will tell you as soon as possible and you can choose either to have a full refund, or accept any alternative arrangements offered to you (we'll give you a refund of the price difference if the alternative is less expensive than the one you booked). We will have no further liability to you for this\*.

\*Where you have booked a Package, additional terms apply.

**33. How to contact us.** If you need to contact us, please visit the Contact Us page of our website. Remember that if you wish to book a holiday and call us to do so, you will be charged the Booking Service Fee. The Booking Service Fee does not apply to bookings which are made via the website, to individuals whose disability or impairment means that they cannot book holidays using our website.