

Karpaha Sands - General Terms & Conditions applicable to any reservation/stay with Karpaha Sands or services performed by Karpaha Sands

Karpaha Sands is managed by Palmyra Palm Pvt Ltd, a company duly registered in Sri Lanka under ROC number PV 70 974.

Reservations

At the time of booking, guests are required to pay the full amount of the reservation. If a guest does not pay such full amount on or before the date stipulated by Karpaha Sands, Karpaha Sands shall have the right to cancel the reservation without further notice and without any liability.

Cancellations

In the case of cancellation by a guest or no show, all amounts paid will be forfeited and there will be no refund, except anything contrary stipulated in the reservation confirmation sent by Karpaha Sands to the guest at the time of booking.

Any reservation may be cancelled by Karpaha Sands at its sole discretion and without reason. If a cancellation is made by Karpaha Sands, Karpaha Sands shall refund all monies already deposited to the guests and Palmyra Palm Pvt Ltd shall have no further liability in relation thereto.

Suite occupancy and number of quests

Maximum occupancy for the various Suite categories shall be as follows:

- Palam Suites: 4 guests, being 3 adults or 2 adults and 2 children (an extra bed or cot and sofa converted as bed)
- Kolaya Suites: 4 guests, being 3 adults or 2 adults and 2 children (an extra bed or cot and sofa converted as bed)
- Seed Suites: 6 guests, out of which maximum 5 adults (extra beds/cots)

The exact number of adults, and children/young children and age of children/young children (on the date of check-in) shall be specified by guests to Palmyra Palm Pvt Ltd at the time of booking. There shall be no obligation for Palmyra Palm Pvt Ltd to accommodate any occupancy of any suite beyond the Base Occupancy of any suite. The ability to accommodate extra adults/children/young children in any suite shall be subject to prior written confirmation by Palmyra Palm Pvt Ltd prior to booking and availability of extra beds/baby cots as well as payment of relevant additional charges applicable to such extra occupancy/guests.

Children

Children are most welcome at Karpaha Sands. Children 3 years of age and younger will not be charged additional fees provided they share a suite with their parents. Children between 4 years & 12 years will be charged at the child rate for an additional bed. Children above 12 years of age will be charged at the adult rate for an additional bed.

Base room rates

The base room rate price includes:

- Accommodation in tented suites are based on a base occupancy of 2 adult guests for Palam and Kolaya suites and 4 adults for Seed suites (the "Base Occupancy")
- · Breakfast for 2 adults
- All government taxes and service charges then prevailing at the time of booking applied to the amount of the booking

Rate modification and errors

In case of manifest error on room rates at the time of booking by a guest, Karpaha Sands shall have the right to cancel the booking or charge an incremental amount representing the difference between the intended price of the rooms (or packages, services or otherwise) and the invoiced amount erroneously charged to such guest.

Room rates may be modified, increased, decreased, or withdrawn by Karpaha Sands at any time without prior notice and at its absolute discretion. Any such changes shall only apply to bookings which have not yet been invoiced to guests at the time of such modification and shall not apply to bookings already invoiced.

Government taxes and service charges

All government taxes and service charges prevailing at the time of booking are included in the total amount of the booking upon such booking. However, in the event applicable government taxes and service charges are increased by any relevant authority between the date of the booking and the date of stay and result in higher government taxes or service charges payable by Palmyra Palm Pvt Ltd than those charged at the time of booking, Palmyra Palm Pvt Ltd shall have the right to charge such increased amount of government taxes and service charges and the guests who made this booking agree to pay for such incremental amount ahead of their check-in date promptly when required by Palmyra Palm Pvt Ltd.

Packages and add-ons

Packages offered from time to time by Palmyra Palm Pvt Ltd through its website may include special add-ons from time to time. The add-ons so included may be withdrawn by Palmyra Palm Pvt Ltd at any time without prior notice and at its absolute discretion, including after the time of booking, if Palmyra Palm Pvt Ltd is unable to provide such add-ons for any reason, in which case Palmyra Palm Pvt Ltd shall replace the withdrawn add-on by another add-on of similar value (as determined by Palmyra Palm Pvt Ltd at its own discretion) and Palmyra Palm Pvt Ltd shall have no further liability in relation thereto once this replacement is offered to the guests.

If any guest has pre-booked or pre-paid any services or add-ons prior to his arrival or during his stay (other than as part of a package and other than room rates), and Palmyra Palm Pvt Ltd is unable to deliver such services or add-ons for any reason Palmyra Palm Pvt Ltd shall refund the amount paid for such services or add-ons to the guests and shall have no further liability in relation thereto once this replacement is offered to the guests

Extra charges

All bills related to any services or consumption at the hotel (at the restaurant, bar, spa, or for activities, transport, etc without limitation) will be charged to the guest's room and all guests will be asked to sign these bills on each occasion.

Restaurant

Lunch and dinner are served on an à la carte basis (no buffets offered).

Guides and drivers

Complimentary accommodation and meals are offered to drivers or guides in specified quarters subject to availability, applicable policies and at Karpaha Sands' discretion.

Payments

Visa, MasterCard, UnionPay and cash in EUR, USD and LKR (Sri Lankan Rupees) are the accepted forms of payment at the hotel.

For payments in Sri Lankan Rupees, US Dollar rates will be converted at prevailing rates determined by Karpaha Sands at its sole discretion (or vice versa as the case may be)

Please advise your bank not to deduct fees from the money transfer when paying for a reservation. If the full payment amount is not received, the hotel reserves the right to either cancel the reservation or collect the balance at the hotel.

No Liability

Karpaha Sands assumes no responsibility for any loss or damage to property or for injury, illness or death to a guest or anyone in the guest party, however caused, whether arising directly or indirectly from war, riot strife, industrial dispute, contact with wild animals, terrorist activity, actions of governments or other state bodies, unavoidable technical problems with transport, machinery or equipment, delays, power failure, natural disaster, tsunami, fire, adverse weather conditions or levels of water in rivers or seas, accidents or acts of God from the time of check in until the time of check out at Karpaha Sands.

In particular, swimming (and any other activity at, or organized by, Karpaha Sands) is at the guests' own risk, seas may from time to time be unsafe to swim and are nto monitored by Karpaha Sands, Karpaha Sands does not have any lifeguard on duty nor motorboat or rescue equipment in case of swimming incident and there are none or vey limited coast guards / marine rescue government services on Kalkudah beach. There are also no immediate medical emergency facilities at the hotel or the nearby villages, nor AED devices.

Property Damage

The guest is liable for all damages to property of the hotel caused by negligence or improper use. All costs incurred shall be borne by the guest.

Insurance

The guest acknowledges that it is his/her responsibility to take out comprehensive travel insurance to cover his/her personal requirements.

Laws and Jurisdiction

These Terms & Conditions and any reservations or services provided by Karpaha Sands / Palmyra Palm Pvt Ltd shall be governed by the laws of Sri Lanka. Any dispute in relation to any reservation or services provided by Karpaha Sands / Palmyra Palm Pvt Ltd shall be subject to the exclusive jurisdictions of the courts of Sri Lanka.

Confirmation of agreement

By confirming the booking and submitting payment you have agreed to the Karpaha Sands General Terms & Conditions.