

**Mumbai Holiday Apartment - Holiday Rental / Letting - Booking Reservation Confirmation Is Subject to Acceptance of Our Terms, Wording in this Terms & Conditions.**

- 1.0 Definitions:** The Terms and Conditions set out below ("Conditions") apply to your use of this "[www.mumbaiholidayapartment.com](http://www.mumbaiholidayapartment.com) or [www.mumbaiholidayapartments.com](http://www.mumbaiholidayapartments.com)" website and related websites ("site"), including the use of the information services offered on the site. In accessing and using the site, the 'Booking Person / Guest' and on behalf of your party agree to be bound by these Terms and Conditions so please carefully read this section before proceeding with your booking. The 'Booking Person / Guest' does not accept these conditions; The 'Booking Person / Guest' must not proceed with the booking. These conditions must be read in conjunction with any other applicable terms and conditions governing the use of the site and which may be incorporated, added, amended, supplemented any time herein after and/or which already stand incorporated.
- 1.1** In these Terms and Conditions, the "Booking Person / Guest" "You", "Your", "Guest", "Client" "Hirer" means the person, persons named in the confirmation booking form. "We", "Us", "Our", "Owners" or "Host" "Management" means "Mumbai Holiday Apartment & Mumbai Holiday Apartments".
- 1.2** In these Terms and Conditions, "Third Party Provider" means leading internet letting Marketing; such as; Airbnb, Booking.com, Expedia.com, Vrbo, Trip Advisor, Housetrip or Travel Agents or other short-term holiday letting platforms advertised on the internet site for our property listed on their websites are an agent and an introduction between Booking Person "Mumbai Holiday Apartment & Mumbai Holiday Apartments".
- 1.3** All bookings or reservations will be accepted & confirmed subject to the 'Booking Person / Guest' and members of your party accepting these Terms & Conditions.
- 2.0 Mumbai Holiday Apartment - Discription:** We advise The 'Booking Person / Guest' and members of your party to read the full description of the apartment on "[www.mumbaiholidayapartment.com](http://www.mumbaiholidayapartment.com) or [www.mumbaiholidayapartments.com](http://www.mumbaiholidayapartments.com)". The criteria adopted by 'Mumbai Holiday Apartment' in the choice and selection of the structures are based on the identification of the features and accessories that can guarantee a good degree of comfort responding positively to the needs of an international and local guest. We can assure you the internal description and the images of the apartment were correct at the time making your reservation, however, we will not accept responsibilities if you as The 'Booking Person / Guest' or members of your party have not seen the apartment images, read the detailed description of the apartment correctly or has not requested any other details of the property or information of the location at the time making the reservation.
- 2.1** As much as we would like our guests to enjoy their stay, we remind them that we also want them to treat our home like it's their own, to respect it, appreciate it, and love it as much as we do. This is why house rules must not be vague. They are crystal clear and concisely mentioned in our Terms & Conditions.
- 2.2 Mumbai Holiday Apartment Description:** It is a family-oriented building on a private road with 24/7 security around the building: CCTV, security reception and a guest intercom. The apartment is situated on the 9th floor. It is inclusive of all facilities. There are two modern lifts, 24hr direct gas, and 24hr hot & cold running water. Additionally, amenities for guests include a swimming pool, a gym, a clubhouse, a landscaped garden, and a fun play area for children. Swimming Pool and Gym facilities are only available to guests for booking over three weeks.
- Our apartment is a fully furnished Self-Catering 2 BHK - 2-bedroom apartment, total size 900 sqft, with the following facilities for guests' use:
- a) Bedroom 1; Master Bedroom - one double bed sleep two people - with ensuite,
  - b) Bedroom 2; Twin Room - two single beds sleep two people
  - c) We will provide 1 additional folding bed or single mattress for the 5<sup>th</sup> guest to sleep in the front-room lounge.
  - d) Front room lounge – Sitting and Dining area
  - e) Kitchen
  - f) 2 Showers, 1 common shower and one ensuite shower in the Master Bedroom
- 2.3 Mumbai Holiday Apartment** is fully furnished to a high standard and includes a kitchen fully equipped with appliances, cutlery, crockery, kitchen utensils, toaster, fridge and washing machine. We aim to make your stay comfortable, and it's our policy that, before the guest check-in, a Member of our staff will conduct a routine inspection of the apartment to ensure it is clean and tidy. All furniture is in excellent condition, and we will check that all electrical appliances, AC, TV, room lights, fridge, microwave, toaster, kettle, gas cooker, hot water, etc., are fully functional and in working order.
- a) The 'Booking Person / Guest' or members of your party or their visitors, to respect our furniture, which is much appreciated.
  - b) Do not move any furniture or join two single beds together to avoid damaging the furniture, wall plaster, or paint.
  - c) The Guest or their visitor's children are NOT allowed to sleep on the front room lounge sofas.
  - d) Do not allow anybody to put their feet up on the front lounge sofa, even for a few minutes.
  - e) Do not open or use a folding bed or mattress in the bedrooms to prevent damage to the interior walls and furniture. Please open the folding bed or mattress to sleep only in the front room lounge.
  - f) Do not feed children on the sofas to avoid spillage, stains, and mess.
  - g) We also do not allow any changes to our interior or decorations, or moving any of our furniture in the front lounge, or moving furniture from one room to another.
  - h) No items must be removed from the apartment during your stay.

- i) The 'Booking Person / Guest' and members of your party shall take all reasonable and proper care of the apartment contents and its furniture, wall pictures./frames, mirrors, clocks fittings, utensils, electric appliances and effects in or on the property and leave them in the same state of repair, condition, cleanliness and tidiness as at the commencement of the rental period.
- j) Please respect our neighbours and observe the rules for the outside communal area.
- k) The Booking Person must report any damage caused by the guest or their visitors to the property or furniture to the manager or a member of staff immediately.
- l) Any damages or missing items must be paid in full before checking out.

- 2.4 Occupancy:** In line with the facilities and equipment available at the apartment. We set:-  
 A maximum of 5 guest occupancy limits for a family with children's  
 A maximum of 4 guests for couples.  
 A maximum of 3 guest occupancy limits for a group of single persons for relatives, friends, professionals or business colleagues over the age of 25.
- 2.5 Not Suitable for Guests with Disability:** Mumbai Holiday Apartment; our apartment is not adapted or suitable for guests with disabilities or limited mobility, handicaps, or other perceived problems with the physical or mental condition of the guests as We do not have any such facilities to accommodate for special needs We advise you to pay attention to the descriptions and photographs of the properties and to request further details from us to ensure that the apartment is suitable before confirming your booking.
- 2.6 Facility:** If a facility is particularly important to You or your party, please check with Us before Your Booking.
- 2.7 Business Reservation;** We welcome business reservation who are on a short visit to represent your company and its organisation on a business/working trip to Mumbai to visit the clients, sign new contracts, keep in touch with providers or keep up with the evolution of the sector through trade fairs, exhibitions, etc. However, we do not allow guests to use our apartment for any purpose other than a short-term holiday let. We do not allow guests to use our apartment as a business hub or office to do their corporate work. We do not allow guest clients to visit the property for business meetings, appointments, gatherings, entertainment/functions, project meetings, business dealings, company staff or colleagues' meetings, or business partners or business suppliers' meetings. This is strictly prohibited. In the event that we have been informed or notified that the guests are violating the conditions and rules, we have the right to terminate and cancel the booking without notice and to ask the guests to vacate the apartment. We will not refund the booking amount or compensate for lost business.
- 2.8 Not Suitable for Groups under 25:** Mumbai Holiday Apartment does not let to groups of friends, groups of young students, groups of young relatives, or business/work colleagues under the age of 25.
- 2.9 Pets are not permitted.**
- 3.0 Booking /Reservations Conditions:** When we have received the booking request and when we have confirmed the reservation with the Booking Person, we will email the booking form and inform the booking person that the reservation is subject to our Terms and Conditions, which are available on our website. The reservation is confirmed subject to the booking person and their party accepting these Terms and Conditions. Please ensure to read the Terms and Conditions policy carefully on our website and confirm to have fully understood.

Mumbai Holiday Apartment Terms and Conditions are available on our website:  
[www.mumbaiholidayapartment.com](http://www.mumbaiholidayapartment.com) or [www.mumbaiholidayapartments.com](http://www.mumbaiholidayapartments.com)

If the Booking Person or his party are not happy to accept Mumbai Holiday Apartment Terms and Conditions, please do not proceed with the reservation and email us to request to cancel the reservation three (3) hours prior on making the reservation We will only refund the deposit or full booking amount paid during the reservation on request of cancellation within the stipulated time of three (3) hours on making the reservation. We will not refund after the agreed-upon period.

- a) Bookings are accepted on the understanding that the 'Mumbai Holiday Apartment' is a "Self-Catering Holiday Apartment" and is let for short-term holiday purposes on agreed days, weeks or months and at the agreed price per night with the total amount due as per the reservation as mentioned on the booking form at the time of confirming the reservation.
- b) The contract is for a short-term holiday rental only of the property specified on the booking form made between the 'Booking Person / Guest' and the Host, the owners of 'Mumbai Holiday Apartment', binding from such time that the booking is made and inclusive of all the following conditions. Your booking reservation contract with us will begin when we issue you with your booking confirmation by email after receiving the full payment.
- c) The 'Booking Person / Guest' warrant that you are at least 18 years of age when making the reservation with 'Mumbai Holiday Apartment' and possess the legal authority to enter into the legal agreement constituted by your acceptance of these Terms & Conditions and to use the site by such conditions herein.
- d) The booking person gives consent to share the contact details of your primary point of contact with guests in their booking reservation/confirmation and allows us to communicate via, our [www.mumbaiholidayapartment.com](http://www.mumbaiholidayapartment.com) or [www.mumbaiholidayapartments.com](http://www.mumbaiholidayapartments.com) website's, email, fax, letter correspondence, telephone, text or WhatsApp, messages and also we will communicate in the same manner if the booking made with third parties holiday rental platforms/websites. We will not share or sell your data to third parties or for marketing purposes. Lead Guests/Booking Person must notify us by email of a change to your primary point of contact.

- e) An agreement to rent the Property is created between the Mumbai Holiday Apartment and the Booking Person when we send the Booking Confirmation by email. The booking person needs to check that the booking reservation date and time mentioned on the confirmation is correct.
- f) To proceed with your reservation, the Host, the owners of 'Mumbai Holiday Apartment', will send the booking form by email to the 'Booking Person / Guest' only.
- g) It is mandatory that the booking person will need to complete our booking form and will be required to enter the details of the booking person's, and also enter the details for the members of your party who will be staying at the apartment; full name, home address, contact number, email ID, date of birth, nationality and travel document of the passport details, India visa / OCI number and for Indian resident must provide passport or Aadhar card number on the booking form.
- h) The 'Booking Person/ Guest' will complete the booking form as required. The booking person will be required to enter the name and contact details of a third party whom we may contact in an emergency. It is your responsibility to ensure that the third party consents to the disclosure of the information provided for that purpose.
- i) It is mandatory that the booking person provide a Government photo ID ( a copy of Passport, India Visa or OCI for International Guests and for local Indian Guests, a copy of passport or Aadhar Card for all parties mentioned in the booking form.
- j) The 'Booking Person' confirms that the full information you have provided on the booking form, including the ID, to Mumbai Holiday Apartment is true, accurate, current, and complete in all respects. Should any information provided change You should notify Mumbai Holiday Apartment immediately by email at [mumbaiholidayapartment@yahoo.com](mailto:mumbaiholidayapartment@yahoo.com). Mumbai Holiday Apartment shall not be liable if any incorrect information provided by the 'Booking Person results in Mumbai Holiday Apartment being unable to perform (or entitled to terminate) the rental agreement.
- k) The 'Booking Person / Guest' has full responsibility to show or explain these Terms & Conditions to other members of your party who will be staying at the apartment for the duration of your stay, and if necessary, also to your visitor's family & friends who may visit you or members of the party during your stay.
- l) The 'Booking Person / Guest' agrees to be financially responsible for their own and members of your party's reservation/booking, including, without limitation, for all reservations made by you or on your account for you, whether authorised by you or not. For any reservations or other services for which fees may be charged, you agree to abide by the Terms or Conditions of supply, including payment of all money due under such Terms or Conditions.
- m) The 'Booking Person / Guest and members of your party, contract will have to terminate, and you all must vacate the apartment at the specific checkout date and time mentioned in your booking form.
- n) By making a booking, the 'Booking Person / Guest' contracts on behalf of you and members of your party and represents that the guest has the authority to accept these conditions on behalf of and binding upon all guests and members in the guest party and will also be responsible for the payments.
- o) Upon completion of the booking form, the booking person must sign, print their name, date the form and email it to us at [mumbaiholidayapartment@yahoo.com](mailto:mumbaiholidayapartment@yahoo.com) with a copy of the required travel documents for all the guests, including a passport, a copy of their India Visa / OCI, or a copy of an Aadhar card or passport for Indian residents.
- p) Hosting Guests – Government Requirements and the law: Please note that, like any hospitality industry, Mumbai Holiday Apartment must also comply with local government laws and regulations. Government requirement: Hotel/Guest-House/Private Rental/Lodging/Dharamshala/Private-Hosts rented via "Third Party Provider" Holiday Letting Marketing, such as Airbnb, Booking.com, Expedia.com, Vrbo, Trip Advisor, Housetrip or Travel Agents or other short-term holiday letting platforms advertised on the internet site listed on their websites/individual apartments/university/hospitals/institute that provide accommodation to foreigners travelling to India must submit a copy passport with a copy of their India visa or in case of OCI holder must provide a copy of their OCI, and for Indian resident must provide their photo id in form of passport or Aadhar card with the booking form.
- q) FRRO (Foreigners Regional Registration Office) Foreigners Act 1946 and Registration of Foreigners Rules, 1992, is primary government agency responsible for registering, monitoring, and regulating the foreign nationals staying at Hotel/Guest-House/Private Rental/Lodging/Dharamshala/Holiday platform advertised and letting on internet sites (Airbnb, Booking.com, Expedia.com, Vrbo, Trip Advisor, Housetrip or Travel Agents or other short-term holiday letting platforms that provide accommodation to foreign nationals or NRI (Non-Resident Indian) travelling to India, for monetary consideration in India host must register the guest to FRRO C-Form to helps the authorities locate and track foreigners in India to enhance security and safety.
- r) FRRO: If foreign national guests are staying in India for more than 180 days, they are required to register with the FRRO (Foreigners Regional Registration Officer). Further information available on [www.indianfro.gov.in](http://www.indianfro.gov.in)
- s) Completion of your booking form and confirmation of your booking reservation constitute acceptance of our Terms & Conditions.
- t) When we have received the completed booking form and travel documents from the booking person, we will make a provisional reservation by email.
- u) Upon confirming your reservation, the contract is between us, 'Mumbai Holiday Apartment' , the Host, and the 'Booking Person the Guest. We will email you the details of the apartment you have booked, the dates of your booking, the total amount payable for your reservation and the dates on which payments are due.

- v) A contract shall arise between the 'Mumbai Holiday Apartment' and the 'Booking Person / Guest', only when we have received the full payment from the 'Booking Person / Guest'.
- w) Upon receipt of the full payment, we will e-mail the 'Booking Person / Guest' the documents relating to the reservation, the apartment address, the manager's telephone number and email ID.
- x) When the 'Booking Person / Guest' receives confirmation by email, you should check the details carefully. If anything is incorrect, you must email us immediately. We will not accept responsibility or liability for any mistakes arising from your providing incorrect booking details.
- y) If the 'Booking Person / Guest' wishes to change any detail of the confirmed reservation, the 'Booking Person / Guest' must let us know by email as soon as possible. Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request for changes. Please note that we can't change bookings less than six weeks before the start date. We do not charge to make the change to your booking; however, you must also pay any additional rental costs resulting from the change. We will confirm the amount of any additional rental costs due at the time we change your booking. If you decide to reduce the number of nights and your rental costs are lower as a result, we will not refund you the difference when we change your booking.
- z) Passports, visas and immigration requirements: Your specific passport, visa and other immigration requirements are the booking person and their party's sole responsibility. We advise that guests have their visas in place with the relevant Indian Embassies and/or Consulates well in advance of booking, to avoid any delays on the day of departure, at check-in, or at the time of cancellation.
- aa) We strongly advise guests to take out comprehensive travel & liability insurance before their travel and checking date, for any loss that they may incur to cover flight cancellations, accommodation cancellations, emergency medical and hospital costs, liability insurance to cover negligence, damages to the host apartment building and contents + the external of the building, emergency accommodation or for any emergencies that arise while you are on holiday.

**4.0 Booking/Reservation Price, Payments and Security Deposit:** Our daily rates are charged per night for the apartment for up to 5 guests, and the total cost will be calculated based on the number of nights' stay. We have a minimum of two nights' stay.

- a) To confirm the booking, a non-refundable deposit of 50% of the booking cost is required ("Booking Deposit"). Once your deposit has been paid, you will receive the booking Confirmation via email. If the Rental Period is less than 12 weeks (84 days) from the date of Booking, full payment will be required at the time of booking. The full balance must be paid 12 weeks (84 days) before arrival. And before the commencement of the rental. Non-payment of the rent balance on or after the due date may be construed as an automatic cancellation, and Mumbai Holiday Apartment reserves the right to terminate the rental agreement by email, fax, letter, text, or WhatsApp message without further liability to the Booking Person. Any deposit paid by the Booking person will not be refunded.
- b) Reservation made within 12 weeks (84 days) of the start of the rental period: In this case, the 'Booking Person / Guest' must make a single payment of the total rental cost at the time of booking.
- c) Reservations be made in INR rupees, we will inform you of the mode of payments we accept at the time of booking; we accept payments by PayPal or payments directly to our bank account with wire/bank transfer to our India bank account, however, the mode of payment you choose to pay into our India bank account must be made in INR rupees and must be clear of all bank charges, international money transfer companies, exchange rate variations, credit/debit charges via the PayPal site and any other deductions. The Booking Person bears all bank charges.
- d) We periodically review and amend the prices we charge for our accommodation. For the most up-to-date pricing information, please check our website. We will guarantee the rates listed on the website at the time of your reservation confirmation; however, the rates may change without prior notice, which will not affect your confirmed booking.
- e) We reserve the right to cancel any bookings if the deposit and full payment are not received by the due or agreed date, and we will open the blocked dates to let other potential guests.
- f) When we receive full payment from the 'Booking Person / Guest', we will email you to confirm your booking, including the manager's name, contact number, and full apartment address. We will attach a local guide/road map to the apartment.
- g) All prices on our website include all charges unless otherwise specified: bed linen, maid service, WiFi/broadband, electricity, gas, water, television, and free local landline calls (incoming calls included).
- h) Price excludes: outgoing national & international calls, chef, laundry/dry cleaning, food/groceries, toiletries, private car hire, taxi service, airport pickup, or other services requested.
- i) We will not accept or refund if The 'Booking Person / Guest' or members of your party fail to turn up at the apartment on the agreed date & time or discount rates for a missed number of nights; due to international or domestic flight/trains/coach/ship/private hire transport or public transport has been cancelled or missed, or cannot travel due to accident, funeral, family bereavement, hospital, illness or whatever unforeseen circumstances arise at the time. It is the responsibility of the Booking Person or their party to acquire suitable comprehensive travel insurance in place to cover any cancellation that may arise.

- j) It is unlikely that we will have to make any changes to your reservation. If your booking is cancelled due to circumstances beyond our control, we will notify you as soon as possible and promptly refund all payments made to us for your reservation. Our liability for cancellation will be limited to any payments we receive. Or if the guests prefer to change the reservation to alternative dates, provided dates are subject to availability. However, we will not be liable to pay you any compensation for cancellation or if the guest needs to rearrange an alternative flight or accommodation/hotel.

**4.1 Security Deposit:** Rupees 10,000.00 required as a fixed security deposit. This will be fully refunded to the booking person's bank or PayPal account 48 hours after the guest checks out, provided there are no disputes or claims for furniture/contents damage, malicious damage, access cleaning, or missing items.

- a) As a matter of respect, if we have not taken a security/holding deposit, the Liability of the Guest. The guest shall compensate Mumbai Holiday Apartment for damages caused by the guest's intention or negligence. We reserve the right to charge for any damage, missing articles, including lost keys, electricity slot card or excess cleaning requirements. If the apartment keys are lost, the electricity slot card will be charged at the rates in effect at the time to replace the door locks. Please note that we use extra-special security door locks whose keys cannot be duplicated; therefore, the entire lock has to be replaced.

**5.0 The House Rules:** The apartment is only for the use of the number of people mentioned on the booking form. On no occasion must the number of inhabitants exceed the maximum occupancy specified. We set a maximum occupancy of 5 guests in line with the facilities and equipment available at the relevant accommodation – please read clause 2.4. Exceeding the maximum 5-guest occupancy limits can overload facilities and cause extensive damage. The number of persons occupying the Property must not exceed the maximum number stipulated in the Property Specific Terms. We reserve the right to refuse entry to all Guests (or require Guests to vacate the Property) if this condition is not met. Also, we will charge Rps 5000.00 per person per night as a penalty for additional guests beyond a maximum of 5 guests.

**5.1 Guest Arrival - Checking-In Procedures;** We have the right to decline without giving reason or explanation during arrival/checking-in time to hand over the apartment to The 'Booking Person Guest' or members of your party if there are justifiable grounds to believe that The 'Booking Person / Guest' or any of the members of your party included in the booking contract are not suitable to occupy the property, If your booking is cancelled we will promptly refund all payments made to us for your reservation. Our liability for cancellation will be limited to any payments we receive.

- a) The 'Booking Person / Guest' is advised to telephone the apartment manager 24 hours before you depart from your destination to confirm your arrival date & time at the apartment. The apartment manager or a member of staff will meet you at the apartment to hand you the apartment keys.
- b) Check-in time: commence, unless otherwise notified, at 01.00 pm (13.00 hrs) on the day of arrival and terminate at 11.00 am on the day of departure to allow the changeover to commence for the next guests.
- c) Pre-arrangement in advance, we do cooperate with late check-out of 2 hours provide we do not have a booking on the day or receive a last-minute booking. If this is the case, then the normal check-out time of 11.00 am applies.
- d) If the guest overstays their check-out time, 11.00 am, then we have the right to charge the rates of Rps 3000.00 per hour.
- e) The Guest must not arrive at the complex before the agreed-upon check-in time, as we do not have a reception or waiting area for guests, nor do we have provisions for luggage storage. To avoid any inconvenience caused by the complex security, please arrive only at your check-in time, after 13.00, or at the time agreed in advance by email.
- f) During your arrival and check-in at the apartment, a member of our staff will show you around and guide you. We will provide only one set of front-door keys with the electricity slot card attached, and one set of bedroom keys. Please do not remove the front door key from the electric slot card; otherwise, we will charge you for damages.
- g) The apartment is for your and your party's sole use, with total privacy. No members of our staff or maid stay or sleep overnight during your occupancy.
- h) If The Booking Person/guest notices any damage or is not happy with something, please mention this to the member of staff at that precise moment; this will avoid any misunderstanding and your liability to pay for damages.
- i) Mumbai Holiday Apartment is a fully furnished Self-Catering Apartment, offering guests facilities to cook their own meals. We do not provide meals (breakfast, lunch, or dinner) or toiletries. The guests will need to bring or arrange their own face & bath towels, soaps, tissues, toiletries, meals, water, tea bags, coffee, cereal, groceries, etc.
- j) Our apartment will only accommodate those who will be allowed access and to stay in the apartment, as mentioned in the booking form. No additional visitors, family, or friends are allowed to stay overnight, as mentioned in the booking form. However, Non-compliance with these rules will be considered a breach of the Terms and Conditions of the rental agreement. We reserve the right to terminate the booking with immediate effect and without a refund. Also, we will charge a penalty of Rps 5000.00 per person per night for more guests than the maximum number mentioned in the booking form.
- k) No member of staff or maid will have access to the apartment during your absence, unless in an extreme emergency. In such cases, we will have access to the apartment to address any emergency issues.

- l) The 'Booking Person / Guest' and members of your party must only use the accommodation for your holiday. The apartment cannot be re-let/sublet to any other group/party or used for any other purpose, including for any business purposes, social family gatherings, wedding/anniversary functions, wedding gathering, religious activities, birthday/anniversary parties or other celebrations and any dangerous, offensive, noisy, illegal, criminal or immoral activities.
- m) Irrespective of your arrival or departure times (unless we have stated otherwise). Should you wish to retain your room after the normal check-out time on the day of your departure, it may be possible to reserve it at the time of booking. However, this will be on a "subject to availability" basis and may incur additional costs, which would be payable in advance by bank transfer or cash to the manager on duty.
- n) We want all our Guests to have an enjoyable Stay. We take a zero-tolerance stance toward any person who threatens the safety, comfort, and well-being of our staff, contractors, building management staff, and our neighbours. Guests must not: Contravene any applicable law. Use any threatening, assault, abusive, insulting words, nuisance or actions towards our staff, contractors, building management staff, our neighbours and other building residents or visitors. Guests must not behave in a disorderly manner. If we, or another person in authority, believe your actions could upset, annoy, or disturb our staff, contractors, building management staff, our neighbours, or other building residents or visitors. Or put them in any form of risk or danger, or damage property. We will inform the police and terminate your reservation with immediate effect. If that happens, you and your travelling party will be prevented from accessing the apartment and will be requested to leave the building. We will arrange to remove your luggage from the apartment. Booking Person or their party will not be liable for any refund, compensation or any other costs to arrange another accommodation or hotel.
- o) The 'Booking Person / Guest' and members of your party and any friends or family of the guest visiting the apartment while the guest is staying, are subject to building management permission. They are not permitted to stay beyond the quiet hours 09.00 pm (21.00hrs). They are not permitted to have late-night gatherings, parties, or celebrations, and they are not permitted to stay or sleep overnight.
- p) Insignificant changes: Sometimes, the facilities gym or swimming pool part of your booking may be withdrawn for reasons beyond our control. Where possible, we will tell you about the withdrawal of any facility as soon as possible. Gym and swimming pool facilities are provided on a complimentary basis; therefore, no discount, no refund or compensation is payable for insignificant changes to your booking.
- q) We respectfully ask all guests to look after the property and its contents, and to leave the accommodation in a clean and tidy state for the benefit of future guests. However, if the guest has been unreasonable and left the apartment in a state where we will need additional cleaning is required (any cleaning over and above that which We consider (at Our discretion) to be necessary in the usual course);, we have the right to charge extra Rps 3000.00 cleaning fees to the guest account, the extra expenses we incur for getting our place ready for next guests after you have checked out.
- r) The booking person and his party must take their belongings upon check-out, as we do not provide storage.

## 6.0 RIGHT OF RE-ENTRY AND RIGHT TO EVICT

Mumbai Holiday Apartment Staff or Contractors are entitled to enter the Property, without providing you with prior notice, in the following circumstances:

- a) **RIGHT OF RE-ENTRY;** We have Right to enter the apartment in case of an emergency, unexpected or urgent situation such as gas leak, water leak, burst pipes, electric failures or where repairs are required to be carried out due to a report made by You or damage caused by You or where the Mumbai Holiday Apartment has reasonable grounds to believe that such damage has been or may be caused.
- b) The Mumbai Holiday Apartment Manager, Staff or the Mumbai Holiday Apartment Representative is allowed to enter the Property to inspect it. In this circumstance, reasonable notice will be given first.
- c) Should access be required, you agree not to obstruct the re-entry of the Mumbai Holiday Apartment Manager, Staff, or the Mumbai Holiday Apartment Representative (including workmen/women) to the Property.
- d) **RIGHT TO EVICT:** As per clause number 2.4, if we reasonably feel unable to properly accommodate the particular needs of the Guest concerned on the grounds of disability, or the grounds of any other perceived problem with the physical or mental condition of the guest if the Booking Person a lead guest failed to reveal or mentioned during the reservation or on the booking form that a guest or members of your parties have a disability, physical or mental health, that we reserve the right to refuse guest and his parties access to the apartment. We have the right to terminate and cancel the booking. We will not refund the booking amount to the guest, and the guest will not be entitled to any compensation or liable for damages arising from the cancellation of the booking for this reason.

- e) If we reasonably feel unable to properly accommodate any member of the guest party concerned on the grounds of ill health effects from potential events of concern in any major disease outbreaks, COVID, SARS, MERS or any form of new Variant diseases which may spike in cases, that we reserve the right to refuse the guest and his party access to the apartment. On health grounds, we have the right to terminate and cancel the booking. We will not refund the booking amount to the guest, and the guest will not be entitled to any compensation or liable for damages arising from the cancellation of the booking for this reason. The guest will need to have adequate travel insurance in place to cover the cancellation.
- f) We reserve the right to terminate your rental agreement with immediate effect where the unreasonable behaviour of the persons named on the booking (or their guests) may impair the enjoyment, comfort or health of others. You'll be asked to leave and vacate the property. We will not refund the booking amount. The 'Booking Person / Guest' or members of your parties will not be entitled to any compensation or liable for damages for cancellation of the booking for this reason.
- g) Should You be in breach of any of these Terms or Peak Venues, the Mumbai Holiday Apartment Manager or Staff or the Mumbai Holiday Apartment Representative has reasonable grounds to believe that You are in breach of these Terms.
- h) Mumbai Holiday Apartment has received reports from a third party advising Us of conduct which is in breach of these Terms.

**7.0 Guest Personal Belonging:** 'Mumbai Holiday Apartment' accepts no responsibility or liability for The 'Booking Person / Guest' or members of your party for the loss of personal belongings or damage to, valuables 'money, credit cards jewellery, passports, personal luggage, airline/train tickets or other personal contents duration of your stay either inside the apartment or outside the communal area of the complex.

- a) Mumbai Holiday Apartment accepts no responsibility or liability duration of your stay for any personal injury, illness, death, loss or damage to personal effects, however arising at the apartment, internally or externally of the communal area of the complex.
- b) Mumbai Holiday Apartment accepts no responsibility or liability for the duration of your stay for any inconvenience or damage caused by third parties or to The 'Booking Person / Guest' or members of your party not directly attributable to the property and not under the direct control of us.
- c) 'Mumbai Holiday Apartment' accepts no responsibility or liability for any rise of health issues during your stay, from mosquitoes, insect, bedbugs or animal bites to the Booking Person / Guest or the members of your party.
- d) 'Mumbai Holiday Apartment' accepts no responsibility or liability for any rise of health issues during your stay, including food poisoning.
- e) Gym and Swimming Pool facilities are provided as complimentary, and the guests or their members use these facilities at their own risk. Mumbai Holiday Apartment accepts no responsibility or liability for any medical, hospital expenses, or to compensate for any accident, injury, illness, death or consequent losses suffered while using these facilities.
- f) The 'Booking Person / Guest' and members of your party are strongly advised to have appropriate comprehensive travel/holiday insurance in place before leaving your country or place of origin.

**8.0 Breakdown or Failure of Service:** There may be a time during your stay when something may have stopped working due to a breakdown or electrical failure, this problem is beyond our control, once the problem has been reported to a member of our staff they will ensure to take an immediate action to rectify the issue and report to the relevant body/contractors/service provider/company for the necessary repair. Please bear in mind that we cannot guarantee the exact time or date of repair; it all depends on when the contractor's appointment is available. There is no reimbursement, discount or refund to the guest.

- a) In the event of an emergency, exceptional maintenance, or intervention essential for the smooth running of your stay, the 'Booking Person / Guest' or members of your party may not, under any circumstances, prevent or deny access to the 'Mumbai Holiday Apartment Management', staff members, or the managers of the facilities to the apartment. It is understood that the 'Mumbai Holiday Apartment' management or staff will always provide prior notice and require the presence of the guests themselves. It is also understood that, where guests cannot be present during an emergency or maintenance work, the apartment management, staff, or their representatives may, if necessary, enter the apartment to carry out repairs. We will not be responsible or liable for any loss or damage to the 'Booking Person / Guest' and members of your party's personal property and valuables.
- b) We cannot be held responsible and decline any liability for loss or damage to The 'Booking Person / Guest and members of your party, personal and/or valuable items; 'money, credit cards, jewellery or other personal contents left unattended inside the apartment during the suppliers, service providers, emergency or maintenance contractors' call out. Guests are advised to keep their personal and valuable belongings with them at all times to avoid any conflict or misrepresentation. We shall not be liable in respect of any loss.
- c) We shall not be responsible or liable for any loss or damage which you may suffer arising out of events beyond its control or the control of its contractors or suppliers and cannot be held responsible for any failure or interruption of services to internet broadband – Wi-Fi, TV, DVD, intercom, all electrical appliances, electricity, AC, electric fans, washing machine, gas supply, plumbing, hot and cold water etc.

**9.0 Maid Service** - Mumbai Holiday Apartment provide complimentary Maid Service daily to our guests in presenting and maintaining our apartment to a high standard. Mail will normally visit 09.00 am.

- a) Maid Services' are compulsory for every member of the guest, and we have the responsibility to ensure that during your stay, our apartment is meticulously clean; therefore, access must be provided to the maid/cleaners during your presence.
- b) Our Maid Services do not include such services as looking after children/babysitting, child minding, personal shopping, cooking, washing, laundry, ironing or cleaning outdoor areas.
- c) We cannot be held responsible and decline any liability for loss or damage to The 'Booking Person / Guest and members of your party personal and/or valuable items; 'money, credit cards jewellery or other personal contents left unattended inside the apartment during the Maid Services Guests are advised to keep their personal and valuable belongings with them at all times to avoid any conflict or misrepresentation. We shall not be liable in respect of any loss.
- d) The Maid Service may be cancelled at short notice due to unforeseen circumstances, an unforeseeable event, or a situation. However, we cannot be held responsible for any failure of the maid service not arriving; we will try to find a replacement, but no guarantee. Maid is a free complimentary service, and therefore there is no reimbursement, discount or refund to the guest.
- e) Maid cleaning in progress, please be advised to be careful to avoid personal injuries. We request the guest to stand outside the apartment to avoid accidents or injury on wet and slippery floors or in shower rooms, as condensation and water spray can make surfaces slippery.
- f) Please keep children well away from all cleaning products maids use; it is vital to be aware of their potential hazards to young children.
- g) The disposal of waste and garbage. It is crucial always to handle and bag waste materials with care, especially when dealing with sharp objects, broken, cutlery, glass, tea cups, plates or hazardous substances.
- h) We shall not be liable in respect of any:- indirect or consequential personal injuries, losses of money or personal valuables, damages.

**10.0 Noise Policy:** Mumbai Holiday Apartment does not accept responsibility for disruption or noise or loud music, parties, celebrations, or family gatherings caused by the neighbours inside the complex or the surrounding neighbourhood. Also, during any minor or major building construction, refurbishment or development work as a result of repair being carried out inside or outside or another part of the property, this includes the swimming pool, clubhouse and gym.

**11.0 WiFi-Internet** - Mumbai Holiday Apartment provide the use of Internet/WIFI/Broadband as complimentary.

- a) Mumbai Holiday Apartment will not accept any responsibility or be liable to reimburse, refund or give a discount to the guests for any fault or loss of WIFI/Broadband connections
- b) WIFI/Broadband connections are only available inside the apartment.
- c) We cannot guarantee the WIFI/Broadband speed or be liable for any fault or loss of connections.
- d) Mumbai Holiday Apartment will not accept any responsibility or be liable for outages or disruptions of the Internet/WIFI/Broadband and telecommunications infrastructure, which are beyond our control and can lead to interruptions in the availability of the WIFI or communications facilities.
- e) Mumbai Holiday Apartment or service provider may, temporarily and under consideration of the Guest's legitimate interests, restrict the availability of the Internet/WIFI/Broadband or certain features thereof if this is necessary given capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the internet/WiFi/broadband.
- f) Mumbai Holiday Apartment accepts no responsibility or is liable due to severe monsoon weather. Internet/WIFI/Broadband may be affected by service providers' external cables, and this may cause the service to slow down or temporarily shut down.
- g) Mumbai Holiday Apartment accepts no responsibility or is liable if the internet WIFI connection is lost due to technical issues from either internal broadband routers, wireless devices or external service providers' cables, which may affect your work. We will inform the necessary service provider and request them to resolve the issues, but we cannot guarantee the time scale of repair.
- h) Mumbai Holiday Apartment provide free complimentary Broadband/WIFI, but accepts no responsibility or is liable concerning any:- indirect or consequential losses, damages, costs or expenses; loss of actual or anticipated profits; loss of contracts; loss of use of money, loss of anticipated savings, loss of revenue, loss of goodwill, loss of reputation, ex gratia payments, loss of business, loss of operation time, loss of opportunity, or corruption of data when using the Broadband/WIFI inside the apartment.
- i) Mumbai Holiday Apartment accepts no responsibility or is liable concerning any:- indirect or consequential losses of money due to fraud or scam when using the WiFi.
- j) The Booking Person and also he/she must ensure that his party does not use the service to access internet services, or send or receive emails, which are defamatory, threatening, intimidatory or could be classed as harassment; contain obscene, profane or abusive language or material, contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);, contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition, or sexual orientation, contain material which infringes third party's rights (including intellectual property rights). You must not download, alter, e-mail or otherwise use any content in breach of any third-party intellectual property rights. You must not use the service to engage in any activity which constitutes or is

capable of constituting a criminal offence, either in Mumbai or in any state throughout the world. We may suspend access to the internet service if we reasonably believe that you are in breach of any provisions of this clause. Booking Person agrees and acknowledges that we may be required to provide assistance and information regarding your use of the internet at the Property to law enforcement, governmental agencies and other authorities.

- 12.0 Telephone** – For guest convenience, we do provide a telephone with free complimentary local calls only, to order groceries, takeaway meals, taxis or another form of service; however, national & international calls will be charged to the guests + Rps 2000.00 admin charge. All calls are monitored on itemised bills. Free complimentary telephone service can be withdrawn or taken out of service at any time without notice or explanation.
- 13.0 Gym, Swimming Pool:** The 'Booking Person / Guest' or members of your party are not permitted to use the Gym, clubhouse, Swimming pool or any other sports facilities if the booking is less than three weeks (21 days).
- a) Booking Person / Guest or members of your party who are permitted to use these amenities may do so, but at your own risk. No liability or responsibility can be accepted by 'Mumbai Holiday Apartment' for accident, personal injury, death, loss or damage to personal properties in connection with the use of such amenities.
  - b) Visitors, family or friends of The 'Booking Person / Guest' or members of your party, are strictly forbidden to use the gym, swimming pool, club house any such amenities.
  - c) The 'Booking person /Guest' or members of your party are specifically requested not to allow children under the age of 16 to wander around inside or outside the building complex or play unsupervised at the complex outside children's play area or in and around the gym or swimming pool. Please note that the swimming pool is around 3m deep at its deepest end. Under-16s are not permitted to use the gym or any of our thermal suites or spa treatments. They must be accompanied by a responsible adult at all times when using any other available leisure facility. Under 8's are not permitted to use the spa pools, saunas and steam rooms. In some instances, children's splash times may be restricted.
- 14.0 Car Park** - Sorry, no personal cars or bikes, private hire cars (including vehicles of your visitor's friends or relatives) are allowed inside the complex at any time during the day or night, apart from drop off only maximum stay of 10 minutes. All parking spaces are reserved for building tenants only. Any unauthorised vehicles/bikes parked inside the complex will be towed away without notice, and there is a penalty of Rps 5000.00 for unauthorised parking during the day or night.
- 15.0 Indemnify:** The Guest shall further indemnify the Mumbai Holiday Apartment/hosts, employees and each and all of their agents or servants against all liability whatsoever arising from any personal injury, death damage or loss whatsoever caused directly or indirectly, in whole or in part, by any wilful or negligent act or omission on the part of the Guest or those for whom the Guest is responsible.
- 16.0 Guest Service Directory and "Mumbai & Maharashtra Travel Guide – 'Use at Your Own Risk" Disclaimer.**
- a) We provide a comprehensive "Guest Service Directory" with an additional "Mumbai & Maharashtra Travel Guide" in the apartment. The information shared in this "Guest Service Directory & Mumbai & Maharashtra Travel Guide" content is for general guidance and informational purposes only, Guests should not act on the information they read there or interpret it as actionable advice and we do not guarantee the accuracy of the information in this "Guest Service Directory & Mumbai & Maharashtra Travel Guide" nor are we responsible for the content on the third parties information including any information on their websites mentioned in "Guest Service Directory & Mumbai & Maharashtra Travel Guide" nor are we responsible for the legitimacy of those sites or the accuracy of their content.
  - b) Selection of tourist Information, third parties' business services, and facilities, which are detailed in this "Guest Service Directory & Mumbai & Maharashtra Travel Guide" are from time to time recommended by our previous guests. Also, tourist information is searched and obtained from online search engines and tourist information platforms. The information provided in this guidebook is intended to be informative only and is provided on an "as is" and "as available" basis and is without any representation or endorsement made and without warranty of any kind.
  - c) Mumbai Holiday Apartment and its management and members of staff do not represent or warrant directly or indirectly any business or services and neither we endorse any specific commercial product, places, service, or organisation mentioned in this "Guest Service Directory & Mumbai & Maharashtra Travel Guide" and can under no circumstance be held liable for any direct damage or consequential damages and accepts no responsibility or failures for the goods and services provided by third parties, service providers, shops, restaurants, bars, tour companies or operators, tour guides, private car hire companies, transport operators, entertainment or leisure parks or any places and other business of interest or any specific companies or agents, mentioned in this "Guest Service Directory & Mumbai & Maharashtra Travel Guide" You as our guests acknowledge that any reliance upon any information obtained or received via this "Guest Service Directory & Mumbai & Maharashtra Travel Guide" shall be at your own risk. In case, you have or are in any doubt about any service providers or companies mentioned in this book, please do your research before any commitments.
  - d) We wish to make it clear that, we have no association, connections, business or personal relationship, neither we do not endorse any third parties, service providers, shops, restaurants, bars, tour companies or operators, tour guides, private car hire companies, transport operators, entertainment or leisure parks, agents or any other business or places of interest or any specific companies listed in this "Guest Service Directory & Mumbai & Maharashtra Travel Guide",

- e) Also, we wish to make it clear that no information has been provided to us by third parties, service providers, shops, restaurants, bars, tour companies or operators, tour guides, private car hire companies, transport operators, entertainment or leisure parks, agents or any other business or places of interest or any specific companies listed in this “Guest Service Directory & Mumbai & Maharashtra Travel Guide” directly or indirectly or to recommend them in any form of shape or to endorse any sales, neither we profit nor earn any form of income or commission from them.
- f) Mumbai Holiday Apartment accept no responsibilities, liabilities without limitation, arising in any event including for loss, damage, cancellation, illness, injury, accident, death, negligence, indirect or consequential whatsoever arising by third parties, service providers, shops, restaurants, bars, tour companies or operators, tour guides, private car hire companies, transport operators, entertainment or leisure parks or any places and other business of interest or any specific companies or agents listed in this “Guest Service Directory & Mumbai & Maharashtra Travel Guide”.

**17.0 Cancellation Policy:** Under the Mumbai Holiday Apartment cancellation Policy, we explain how Mumbai Holiday Apartment handles cancellations and refunds when large-scale events affect a reservation.

- a) We do not expect to have to make changes to your booking; however, due to unforeseen circumstances or for other reasons unforeseen at the time you made your booking, which are beyond our reasonable control. For other reasons, we have the right to terminate a booking at any time without any explanation or compensation to The ‘Booking Person / Guest or members of your party. We will inform the ‘Booking Person / Guest’ by email or telephone, and under these circumstances, we will refund the full amount paid for the reservation.
- b) Mumbai Holiday Apartment are obligated to cancel if the place is uninhabitable or is inconsistent with what the guest booked. Under these circumstances, we will refund the full amount paid for the reservation.
- c) If we do need to change or cancel your booking, we will not be responsible or liable for any unforeseeable losses that occur to the ‘Booking Person / Guest’ or members of your party suffer as a result of that change or cancellation.
- d) For cancellation by the ‘Booking Person / Guest’; notification must be given to us by email The ‘Booking Form Person / Guest’. Your booking will be cancelled with effect from the day we receive your email.
- e) The closer your cancellation is to the start of your booking, the less likely we are to recover the cost of your booking by re-booking the apartment. Our cancellation charges, therefore, increase as your start date approaches. For the table below, the total cost means the total amount payable for your booking.
- f) Cancellation charge shall be determined by the date that the notice is received, and it is as follows:  
The deposit is non-refundable.  
43-55 days 75% of the full payment is lost.  
Less than 42 days, no refund allowed under any circumstances.

**17.1** The reservation is not covered for circumstances outside of your control that may disrupt your travel plans.

- a) Events that impact a guest or their ability to travel.
- b) Unexpected injury or illness.
- c) Family bereavement/loss of a family member, friend or colleague.
- d) Government obligations like jury duty or court appearances.
- e) Non-binding travel advisories or other government guidance that fall short of a travel ban or prohibition.
- f) Cancellation or rescheduling of an event for which the reservation was made.
- g) Transportation disruptions unrelated to a covered Event, such as war, earthquake, airline strikes or insolvency, transportation shutdowns or strikes and road closures due to maintenance.
- h) We strongly advise that the guests take out comprehensive travel insurance to cover cancellations.

**18.0 Events outside our control** are not covered if they affect the reservation at the time or after the time of booking. Mumbai Holiday Apartment will not be liable or responsible for any failure to perform, or delay performance of, any of Our obligations under these Terms that is caused by an Event Outside of Our Control.

- a) Event Outside of Our Control means any act or event beyond Our reasonable control, including without limitation, actions or omissions of the Mumbai Holiday Apartment (including, but not limited to, cancellation or failure to provide access to the Property) strikes, lockouts or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war, (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks, power networks or water supplies, local building works or roadworks, transport interruptions, delays or cancellations.
- b) Event Outside of Our Control means any act or event beyond Our reasonable control, including without limitation, actions or omissions of the Mumbai Holiday Apartment (including, but not limited to, cancellation or failure to provide access to the Property) strikes, lockouts or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war, (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or

private telecommunications networks, power networks or water supplies, local building works or roadworks, transport interruptions, delays or cancellations.

- c) Declared public health emergencies and epidemics. This includes government-declared epidemics, pandemics and public health emergencies. This doesn't include diseases that are endemic or commonly associated with an area. COVID-19 is not covered under the Major Disruptive Events Policy.
- d) Government travel restrictions. This includes mandatory restrictions imposed by a government agency, such as an evacuation order. This doesn't include travel advisories and similar government guidance.
- e) Military actions and other hostilities. This includes acts of war, hostilities, invasions, civil war, terrorism, explosions, bombings, rebellions, riots and insurrection.
- f) Large-scale outages of essential utilities. This includes prolonged outages of essential utilities, such as heat, water and electricity, affecting the vast majority of homes in a given location. Natural disasters. This includes natural disasters and other severe weather events. Weather or natural conditions that are common enough to be foreseeable in a given location are covered only when they result in another event covered by the policy that prevents completion of the reservation.
- g) We strongly advise that the guests take out comprehensive travel insurance to cover cancellations. If you choose not to, then you accept responsibility for any loss that you may incur due to your cancellation.

## 19.0

**Disruptive Events:** WHO (World Health Organisation) provides or confirms acute public health warnings or potential events of concern in any major disease outbreaks, COVID, SARS, MERS or any form of new Variant diseases which may spike in cases outlined by WHO. The safety of our guests is our top priority. When a natural disaster, public health crisis or other large-scale event prevents you from travelling, we have a policy in place. The Major Disruptive Events Policy explains how the Mumbai Holiday Apartment handles cancellations and refunds when large-scale events prevent a reservation from happening.

- a) If and when need to or required, The Booking Person and his party guests mentioned in the booking form will need to cooperate and provide related to COVID, SARS, MERS or any form of new Variant diseases negative - PCR test results 24 hours before a guest's scheduled arrival date by email to confirm all guests are in good health and have no problems related to cold, cough, fever, breathing, or any other issues relating to the diseases.
- b) The guests who are mentioned on the booking form may have been exposed to COVID, SARS, MERS or any form of new Variant diseases which may spike in cases outlined by WHO have any Symptoms of cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell, and has been tested positive 24 or 48 before a guest's scheduled arrival date. They must not travel and inform us immediately by telephone or email. If they fail to disclose the symptoms, Mumbai Holiday Apartment reserves the right to cancel any reservations (before or during the stay) with no refunds, and the guests will be denied entry to the building complex and the apartment.
- c) **Isolation:** The Guest must immediately notify us to the extent you or anyone staying with you (or on your reservation) is (i) self-isolating or (ii) should be self-isolating under Government guidelines. In any event, the Mumbai Holiday Apartment reserves the right to cancel any reservations (before or during the stay) to the extent that they are for self-isolation.
- d) **Positive Test,** The Guest must immediately notify us to the extent you or anyone staying with you tested positive for Variant diseases, Guest with existing individual reservations, made directly with Mumbai Holiday Apartment, at our discretion, we may allow guest reservations to be changed at a later date at no penalty charges for cancellation up to 48 to 24 hours before a guest's scheduled arrival date, provided they produce a letter from the hospital or doctors confirming the guest has been tested positive with Variant diseases. Please note that changes to the reservation will be subject to availability and any rate differences.
- e) Due to the rise of the Variant diseases Pandemic, related circumstances not covered include: transportation disruptions and cancellations; travel advisories and restrictions; health advisories and quarantines; changes to applicable law; and other government mandates—like evacuation orders, border closures, prohibitions on short-term rentals, and shelter-in-place requirements. Our cancellation and no refund policy will apply as usual.
- f) WHO confirm that acute public health warnings or potential events of concern in any major disease outbreaks, Guest can cancel or modify their reservation by emailing [mumbaiholidayapartment@yahoo.com](mailto:mumbaiholidayapartment@yahoo.com)
- g) Guests who booked via online companies, travel agents or other third parties are advised to contact their booking provider for information on their policies or assistance.
- h) In case of a sudden outbreak of new Variant diseases in Mumbai, for health & safety, Mumbai Holiday Apartment reserves the right to cancel any reservations (before or during the stay) , also the building management security may decline to give access to the guest family, friends or visitors not mentioned in the booking form. Guests with existing individual reservations made directly with Mumbai Holiday Apartment, at our discretion, we may allow guest reservations to be changed at a later date at no penalty charges for cancellation up to 48 to 24 hours before a guest's scheduled arrival date.
- i) The guest shall compensate the Host/Mumbai Holiday Apartment for damages due to awareness of the infectious diseases deemed to have knowingly at the time of checking-in brought into the apartment/ building premises through intention or negligence on the part of the guest.
- j) We strongly advise that the guests take out comprehensive travel insurance to cover cancellations. If you choose not to, then you accept responsibility for any loss that you may incur due to your cancellation.

- k) In no event shall Mumbai Holiday Apartment be liable for any claims asserted by the Merchant or its Guarantor under any legal theory for lost profits, lost revenues, or lost business opportunities.

**20.0 “Third Party Provider” Holiday Letting Marketing Agents Reservation:** “Mumbai Holiday Apartment” participates and accepts Booking Person reservation from “Third Party Provider” Holiday Letting Marketing, such as Airbnb, Booking.com, Expedia.com, Vrbo, Trip Advisor, Housetrip or Travel Agents or other short-term holiday letting platforms advertised on the internet site for our property listed on their websites. However, “Third Party Provider” Holiday Letting Marketing Agents’ reservations are not a party to the contract entered into directly between Mumbai Holiday Apartment and the Booking person.

- a) Third Party Provider, Holiday Letting Marketing; are limited to marketing the Property, providing the booking service and facilitating communications, where necessary, with the Host and the guests.
- b) Third Party Provider, Holiday Letting Marketing; are an agent and an introduction between guests and hosts
- c) Third Party Provider, Holiday Letting Marketing; do not provide the property rental service.
- d) We authorised and allow Third Party Provider, Holiday Letting Marketing, to take general booking enquiries, or to confirm the reservation from the Booking Person on our approval, and allow Third Party Provider to accept payments on confirmation of the reservation on behalf of Mumbai Holiday Apartment.
- e) We will allow the Third Party Provider to make a refund, subject to the refund being authorised on behalf of Mumbai Holiday Apartment.
- f) All bookings or reservations made via Third Party Provider, Holiday Letting Marketing, websites will be accepted & confirmed subject to guests accepting these Mumbai Holiday Apartment Terms & Conditions.
- g) Third Party Provider, Holiday Letting Marketing; are an agent and an introduction between guests and hosts and therefore is not responsible for local government laws of the country; it's the host's responsibility to have the Booking Person and their party details and Id's
- h) Third Party Provider, Holiday Letting Marketing reservation may enforce their Terms and Conditions, it's important to check their mode of payments, booking charges, cancellation and refund policy.
- i) Booking Person confirmation, Third Party Provider, Holiday Letting Marketing will provide the Host with the Booking Person's name, contact number or email id.
- j) To proceed with your reservation, the Host, the owners of ‘Mumbai Holiday Apartment’ a separate booking form will be sent by email to the ‘Booking Person, and will be required to enter the booking person's full name, home address, contact number, email id, emergency contact, date of birth, nationality and provide travel documents of the passport numbers, visa or OCI number or Aadhar card for Indian residents.
- k) The Booking Person will be required to enter the details of the party on the booking form who will be staying at the apartment, including their names, ages, and nationality and provide travel documents, including passport numbers, visa or OCI number or Aadhar card for Indian residents.
- l) If the guests refuse to comply with this Terms and Conditions and refused to complete the booking form and refuse to provide the necessarily documents as required by the law then we are obliged to cancel the reservation with no refund as paid to Third Parties Holiday Letting Marketing Agents, We shall not accept or be liable or responsible in respect of third-party admin charges to the guests in the cancellation of the reservation.
- m) Please note that, like any hospitality industry, we must also comply with the local government laws and regulations. Government requirement: - Any hotel/dharmshala / individual apartments/university/hospitals/institute that provides accommodation to foreigners travelling to India must submit a copy passport with a copy of their visa or in case of OCI holder must provide a copy of their OCI including visa stamp inside the passport and for Indian resident must submit their photo id in form of passport or Aadhar card.
- n) FRRO: The Foreigners Regional Registration Office in India is the primary government agency responsible for registering, monitoring, and regulating the stay of foreign nationals. Any person hosting a foreign guest for monetary consideration in India must register the guest. The submission of guest details to FRRO and the maintenance of guest registers stems from the Foreigners Act 1946 and Registration of Foreigners Rules, 1992. These requirements extend across India and apply to all persons who accommodate foreign guests for monetary consideration, including hotels, guest houses, lodging houses, etc. The C-Form mechanism helps the authorities locate and track foreigners in India to enhance security and safety.
- o) Upon completion of the booking form, the Booking Person must sign, print the name, date the form and email it to us at [mumbaiholidayapartment@yahoo.com](mailto:mumbaiholidayapartment@yahoo.com) with a copy of the required travel documents for all the guests, including a passport, a copy of their India Visa / OCI, or a copy of an Aadhar card or passport for Indian residents.
- p) Upon receiving the complete booking form with the necessary copy of the travel documents of all the guests from The ‘Booking Person, we will email you to confirm your booking reservation with the manager's name and contact number, full apartment address, and we will attach a local guide map to the apartment.
- q) We cannot be responsible for any booking or reservation made with Third Party Providers, Holiday Letting Marketing Agents’ websites or travel agents.
- r) We cannot be responsible for any form of payments made directly to the Third Party Provider, Holiday Letting Marketing Agents’ websites or travel agents.

- s) Third Party Provider, Holiday Letting Marketing Agents' websites or travel agents will be responsible for collecting the payments for the reservation or making a refund for the cancellation on behalf of Mumbai Holiday Apartment.
- t) Third-party provider websites or travel agents will charge additional fees for their administration.
- u) All bookings made with Third Party Provider websites may collect Indian Government tax with booking reservation fees.
- v) For cancellation, please check the third-party provider Holiday Letting Marketing's cancellation policy.
- w) We reserve the right to request the Third Party Provider, Holiday Letting Marketing, to charge the Booking person the full cost for any damages caused to the Mumbai Holiday Apartment property interior, furniture, or electrical appliances. cutlery, bed linen, that have been maliciously damaged due to violent conduct or negligence from fire, gas, electrical, smoking, shisha hookah, candle or any other form of damage caused to the property by the 'Booking Person / Guest' or the members of your party, including their visitors' family or friends. The 'Booking Person / Guest' will be solely responsible and liable to pay the full cost of the repair\$ or replacement and compensation for loss of rental income.
- x) All bookings made with Third Party Provider websites or travel agents In case of any issues or cancellations, please contact the Third Party Provider website or travel agent for further information on cancellation and refund.
- y) We reserve the right to cancel any bookings if the payment is not received by the due or agreed date by the Third Party Provider websites or travel agents.

**21.0 Advertising;** We have compiled the information on our following two websites [www.mumbaiholidayapartment.com](http://www.mumbaiholidayapartment.com) & [www.mumbaiholidayapartments.com](http://www.mumbaiholidayapartments.com) and any authorised third-party Websites or advertisements as accurately as possible; however, no warranties or representations (express or implied) are given about the content on Our Website.

- a) We make a reasonable effort to ensure that the Property is accurately reproduced. Mistakes may occur from time to time, and confirmation should be requested before booking.
- b) The Guests accept that minor differences between text/photograph/illustrations on the Website and the actual Property may arise. We cannot accept responsibility should the Property not conform to the Guest's standards or any images on Our Website.
- c) Occasionally, unforeseen problems mean that some facilities or services such as Complimentary Maid Service, Complimentary Wi-Fi or Complimentary Telephone and other services become unavailable, and if this is the case, we will inform the booking person as soon as reasonably practical after we have been made aware of the situation. Mumbai Holiday Apartment accepts no responsibility or is liable for failure of the services.

**22.0 Health & Safety - You must read and adhere to the safety information:** As Host and occupier of the premises owe a duty of care to our guest and their family members, friends or colleagues "to take such care as in all the circumstances of the case is reasonable to see that the guests will be reasonably safe in using the premises for the purposes for which he is invited or permitted by the occupier to be there.". We exercise reasonable care to provide a safe environment for our guests. This duty encompasses preventing harm, promptly addressing known hazards, and warning guests about potential risks. We would also like to inform our guests that building management underlines health and safety rules and regulations laid on us as part of our holiday letting. The guests must adhere to these rules to prevent any harm or damage to our apartment, the residents and the building, which the Guests DO have an obligation and must ensure during their occupancy inside the apartment. We expect that all our guests also take responsibility for their safety whilst staying at Mumbai Holiday Apartment.

- a) Switch off electrical appliances not in use.
- b) Never leave cookers unattended while in use; ensure all cooking appliances are switched off when you leave your apartment or go to bed; never place any shopping/items near or on the cooker.
- c) We have installed Carbon monoxide and smoke alarm detectors in the front room, the lounge ceiling, and near the kitchen. THE CO alarm can be triggered by smoke or fuel-burning appliances such as gas cookers, boilers and ovens. All of these appliances give off small traces of CO.
- d) IF YOU SMELL GAS: Extinguish all naked flames and don't use matches or lighters., Don't switch lights or any other electrical appliance on or off. If possible, isolate the gas supply (i.e. turn off the supply using the gas switch on the wall). Open all doors and windows, leave the apartment and allow time for the gas to disperse. Never attempt to locate a gas leak yourself or tamper with the gas supply. If you spot any defects or hazards in the kitchen, ensure that you bring them to your member of staff's attention to arrange gas engineer to attend on the site.
- e) Switch off bathroom boilers when not in use. Do not attempt to use any electrical items in the bathroom or near the water.
- f) Avoid using air conditioning units continuously –during the daytime, please switch them off every three hours for the AC motor to cool down.
- g) Don't overload washing machines.
- h) Don't overload electric sockets with too many appliances- especially for appliances with a high electrical current rating.
- i) Do not force open the front room lounge sliding doors, bedroom windows and kitchen Glass doors and windows. Take extra care when opening and closing to avoid damage and injuries.
- j) During maid cleaning in progress, we request the guest to stand outside the apartment to avoid accidents or injury on wet and slippery floors or in shower rooms, as condensation and water spray can make surfaces slippery.

- k) Swimming Pools are used at the guest's own risk. Please check the water depth first and supervise any young members of your party. Check where the deep and shallow ends are before use and follow the pool rules; ensure that young children are always supervised by adults during the use of the pool.
- l) Lifts – Do not use lifts in the event of fire, and do not allow young children to use lifts unaccompanied.

**22.1** We expect that all our guests also take responsibility for their safety whilst staying at Mumbai Holiday Apartment.

- a) You must switch off gas mains, AC, and all electrical appliances before going to sleep; however, if this is not adhered to, we do not accept responsibilities or are liable for any injury, accident or death caused, or however it occurred to the 'Booking Person / Guest' or members of his/her party.
- b) You must switch off gas mains, AC, and all electrical appliances before going to sleep; however, if this is not adhered to, we do not accept responsibility or liability for any injury, accident or death caused, or however it occurred, to The 'Booking Person / Guest' or members of his/her party.
- c) We do not accept responsible or liability for the duration of your stay with regard or concerning to death, bodily injuries, illnesses, accidents, loss or mishap caused, however it occurred, to The 'Booking Person / Guest or members of your party, including their friends or family, whilst visiting or staying at the apartment, also at outside the communal area of the complex
- d) The Guest shall further indemnify the Host and each and all of their agents or servants against all liability whatsoever arising from any personal injury, death or damage or loss whatsoever caused directly or indirectly, in whole or in part, by any wilful or negligent act or omission on the part of the Guest or those for whom the Guest is responsible.
- e) Fire blanket and fire extinguisher provided and displayed in the kitchen with manual instructions.
- f) In case of fire, do not use the lift.
- g) The emergency exit by the stairs is the first door on your left outside the apartment's main door.
- h) Balcony – Guests must not stand on front room lounge balcony railings, it is not safe to do so, mentally or disabled person and the children under the age of 16 should NEVER be left unsupervised near the front room lounge and the kitchen or allowed to play near the balcony railings, always keep the main door and the lounge sliding doors closed at all times to prevent serious accident/harm or injuries.
- i) For security, please ensure all doors and windows are locked, all electrical appliances, including AC, are switched off, and gas mains are also switched off when leaving the apartment.
- j) To keep Air Conditioner units in working condition and avoid breaking down or damaging the cooling motor, it's not efficient to keep the AC on 24/7 or at full blast all the time. This can mean the AC will be less efficient in cooling and require more frequent repairs. It's advisable to switch off after three hours of continuous use for at least two/three hours to let the AC motor cool down.
- k) During the hot weather, the guests may be tempted to keep the air conditioning units running constantly. It's important to note that the AC is a residential compliance unit, not a commercial heavy-duty unit used at hotels, restaurants, offices, bars, clubs, etc. To keep the AC on continually, it may cause danger of having its evaporator coils freeze over. Frozen coils result in little to no airflow, which effectively means total AC failure. While it may still turn on, it won't be able to cool your home, or possibly if the circuit components become damaged, then this will lead to a call out to an engineer, and a further delay might arise, especially if replacement parts are needed for the AC unit. For better performance, it is advisable to switch off the AC every three hours to let the motor cool down and ensure cool air. Please keep the doors and windows closed when the AC is on, and for safety, Guests DO have an obligation to ensure the AC is switched off when leaving the apartment, even for a few minutes.
- l) To keep the accommodation, its contents, and all communal areas in a clean and tidy state.
- m) Not to leave and cause any obstruction with excess garbage, rubbish or shopping waste at the common part, including corridors, landings, stairwells, entrances and emergency exits.
- n) The building complex is a No Smoking Zone, so please refrain from smoking inside the apartment or outside the complex at all times.
- o) To comply with the no-smoking policy, the apartment has a strict No Smoking Policy, No Vaping, No e-cigarettes, No Shisha & No Drugs Policy.
- p) The apartment has a Carbon Monoxide and Smoke Alarm installed – Remember Smoking will set off the alarm.
- q) Please do not tamper with or misuse fire safety and prevention equipment, including smoke and carbon monoxide detectors. Anyone found responsible for such actions may be asked to leave the accommodation with immediate effect.
- r) The complex also operates a strict No Drugs policy and is not permitted anywhere inside the apartment or outside the communal area of the building complex.
- s) Burning candles is not permitted inside the apartment.
- t) In the event of smoke hazards, including a sticky odour due to smoking or smoking electronic cigarettes, shisha, or hookah, irrespective of whether smoking intentionally or negligently, the guest shall be charged and compensated for the actual cost of removing the odour and incurred loss for the number of unavailable days.
- u) While the guest is going out of the apartment, to prevent an electric failure/short circuit or fire hazard, the guest must ensure that the gas cooker is off. Switch off the lights, lamps, AC, fans, electric appliances, washing machine, and bathroom boiler while leaving the apartment. Keeping the air conditioning units, ceiling fans, and the bathroom boiler running constantly while out of the apartment can lead to unit overheating, which is one of the main causes of igniting a fire inside the apartment which subsequently can lead to fire hazards to the whole building in a situation in which someone or something is exposed to possible injury, loss, or evil: in danger.

And responsible for placing other innocent residents' lives in jeopardy – Please read clause number 23.0 for guests liable to pay for the damages caused by misconduct or negligence.

**22.2** **The Guests DO have an obligation** to prevent an electric failure/short circuit or fire hazard. Keeping the air conditioning units, ceiling fans, and the bathroom boiler running constantly while out of the apartment can lead to unit overheating, which is one of the main causes of igniting a fire inside the apartment which subsequently can lead to fire hazards to the whole building in a situation in which someone or something is exposed to possible injury, loss, or evil: in danger. And responsible for placing other innocent residents' lives in jeopardy – If the guest fails to follow the safety guidelines, then the guest shall compensate the Host for damages caused through intention or negligence on the part of the guest. The Guest shall be liable to and shall reimburse the Host for all damages to internal and exterior of the apartment, its furnishings and any equipment or property, and loss of rental income. Please check and ensure the gas cooker is off. Switch off the AC, lights, lamps, TV, fans, electric appliances, washing machine, and bathroom boiler while leaving the apartment. Please read clause number 23.0 for the guest liable to pay for the damages caused by misconduct or negligence.

**23.0** **Liability of The Booking Person/Guest:** When the Host – Mumbai Holiday Apartment suffers damage due to The Booking Person/Guest act in violation of these Terms and Conditions or the Use Regulations, or wilful misconduct or negligence, The Booking Person/Guest shall compensate the Mumbai Holiday Apartment full cost for any damages caused to the Host/Mumbai Holiday Apartment property/apartment, interior, furniture, electrical appliances, cutlery, bed linen, that have been maliciously damaged due to violent conduct or negligence from fire, gas, electrical, smoking, shisha hookah, candle or any other form of damage caused to the property by the 'Booking Person / Guest' or the members of your party, including their visitors' family or friends. The 'Booking Person / Guest' will be solely responsible and liable to pay the full cost of the repair§ or replacement and compensation for loss of rental income.

- a) Liability of The Booking Person/Guest. The guest shall compensate the Host for damages caused through intention or negligence on the part of the guest. The Guest shall be liable to and shall reimburse the Host for all damages to internal and external of the apartment, and its furnishings and any equipment or property, loss of rental income of the host or any other Guest caused directly or indirectly, in whole or in part, by any act or omission of the Guest or those for whom the Guest is responsible, whether wilful or negligent, including but not limited to, theft or any other criminal act.
- b) Liability of The Booking Person/Guest: The guest shall compensate the Host for damages caused through intention or negligence on the part of the guest. Smoking is prohibited at all the time in the apartment and also outside the apartment building.
- c) Liability of The Booking Person/Guest In the event of smoke hazards, including a sticky odour due to smoking or smoking electronic cigarettes, shisha, or hookah, irrespective of whether smoking intentionally or negligently, the guest shall be responsible for the actual cost of removing the odour and incurred loss for the number of unavailable days on rental income.
- d) We will hold the Booking Person/Guest and the members of your travelling party jointly and severally liable for any damage to the accommodation, furniture or other materials located within the accommodation, together with any legal costs we incur in pursuing a claim.
- e) If our apartment must close for business, due to guest misconduct or negligence, we will hold The Booking Person/Guest and the members of your travelling party jointly and severally liable to reimburse for loss of income, profit and compensation during the closure of our business.
- f) Our Apartment is in a complex and If the complex Building Management suffers damage to their property due to the Guest's act in violation of these Terms and Conditions or the Use Regulations, or wilful misconduct or negligence, The Booking Person/Guest shall compensate the Building Management any damages caused to their building, gym, swimming pool, clubhouse, furniture's, interiors, The 'Booking Person / Guest' will be solely responsible and liable to pay the full cost of the repair§ or replacement.

**24.0** **Limitation of Liability:** If the 'Booking Person / Guest or members of your party, including visitors, family or friends of the 'Guest', have to vacate the apartment during your stay for health & safety reasons; from fire, electrical fault or any form of emergency, please note that:

- a). Holiday Apartment accept no responsibilities or liabilities to pay any form of compensation for the duration of your stay, for any form of accident, injury, death, loss or damage caused, however it occurred to the 'Booking Person/ Guest or any member of his party, including his visitor's family and friends.
- b) Mumbai Holiday Apartment accept no responsibilities or liabilities to pay any form of compensation for loss or damage to personal property or belongings inside the apartment to the 'Booking Person/ Guest or any members of his / her party, including your visitor's family and friends.
- c) Mumbai Holiday Apartment accept no responsibilities or liabilities to pay for any medical or hospital expense to the booking Person/ Guest or his party, including his visitors' family and friends.
- d) Mumbai Holiday Apartment accept no responsibilities or liabilities to arrange or to pay for emergency lodging at temporary accommodation or hotels for the 'Booking Person / Guest' or any members of his/ her party
- e) If we need to terminate the booking, we will refund the full booking amount to the 'lead Booking person / Guest'.
- f) Please ensure the 'Booking Person / Guest' or any members of your party have proper travel insurance in place to cover such incidents.

- 25.0** We wish to inform the 'Booking person /Guest' and members of the party that we do not have any direct or indirect association with Service providers and therefore, Mumbai Holiday Apartment do not accept any responsibility or liability for the loss, damage, cancellation, or illness, injury, accident and death however it may be caused by the service providers, private hire car companies, boutique, taxis, guides, tour companies and other business listed in the 'Guest Service Directory', placed inside the apartment. All service is for guest guidance and information if used, at the Guest's own risk and responsibility.
- 26.0** 'Mumbai Holiday Apartment accept no responsibilities or liabilities for the failure of the services of a private hire vehicle taxi or rickshaw arranged by us for The 'Booking Person 'Guest' or for members of your party, such as late arrival, traffic, breakdown, accident and which may cause to miss international or domestic flight or local or national bus or train. Also, we cannot be held responsible for loss of or damage to clients' valuables 'money, credit card jewellery or other personal contents inside the private hire vehicle, taxi or rickshaw', we cannot be held responsible for any personal injury, loss or damage to personal effects in accidents or however in the private hire vehicle, taxi or rickshaw during the hire period, we are also not responsible with regards to death, bodily injuries, illnesses, accidents, loss or mishap to any guest whilst travelling in the private hire vehicle, taxi or rickshaw. All guests are strongly advised to have appropriate travel/holiday insurance in place.
- 27.0** After vacating the apartment, if you or members of your guests leave any of your possessions behind, please contact and inform us by email at [mumbaiholidayapartment@yahoo.com](mailto:mumbaiholidayapartment@yahoo.com) as soon as possible. We will hold all lost property for seven days, after which it will be disposed of; however, we do not accept any responsibility or liability for personal and/or valuable loss or damaged items left behind. Should you wish your items left behind to be returned, Mumbai Holiday Apartment will happily do so, but a postage/courier, or international shipping cost, whatever amount quoted by the post office, courier or international shipper must be paid and cleared in advance by the Booking Person. For larger personal property items, there may be an additional charge for storage and handling charges with postage/courier, or international shipping charges. Mumbai Holiday Apartment will aim to return lost property within 7 business days of payment being received into our account. Mumbai Holiday Apartment accepts no responsibility or is liable for your items lost by post, courier or international shipping company.
- 28.0** **Complaint;** It is important for us that you and members of your guest enjoy your stay at Mumbai Holiday Apartment; every effort has been made to ensure this. However, in the unlikely event of dissatisfaction with the apartment or any subsequent problem, please contact the apartment manager or a member of staff on duty or email us at [mumbaiholidayapartment@yahoo.com](mailto:mumbaiholidayapartment@yahoo.com) so that we have the opportunity to rectify or resolve the problem. All complaints must be made during the duration of your stay so that an investigation can be made if necessary and remedial action taken if required. In no circumstances will compensation be considered for complaints raised.
- 29.0** Mumbai Holiday Apartment accept no responsibilities or liabilities for any failure to perform our obligations under these terms and conditions that is caused by an event outside our control or event that is beyond our reasonable control, including without limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunications network, Personal injury or death caused by this negligence.
- 30.0** We have the right to terminate this booking and request the immediate departure of all the guests from the apartment and refuse admittance to the apartment to the 'Booking Person / Guest' and members of your party in the event of a serious breach of these 'Terms & Conditions'. On this basis, we will NOT refund any money.
- 31.0** if you wish to alter the way we communicate with you at any time, please e-mail us. [mumbaiholidayapartment@yahoo.com](mailto:mumbaiholidayapartment@yahoo.com) or [info@mumbaiholidayapartment.com](mailto:info@mumbaiholidayapartment.com)
- 32.0** **Guests Travel and Liability Insurance;** It is the responsibility of the Booking Person and Your intended party to acquire suitable travel insurance, liability insurance and comprehensive cancellation insurance that covers Your booking and individual circumstances beyond Your control such as, but not limited to, adverse weather, jury duty, incarceration, change in personal or work circumstances, military service, illness (including Covid-19, self-isolating & shielding) family emergencies travel delays and for any damages caused by the booking persons or their parties.. If you choose not to take out the insurance, then you accept responsibility for any loss and liability that you and your intended party may incur due to your cancellation and any damage caused during your stay.
- 33.0** The guests, including all members mentioned in the booking form, agree to indemnify, defend and hold harmless the homeowner from all liability, loss, costs, or damage to my stay. or more other parties from and against losses, damages, etc. arising from or relating to certain acts, omissions or occurrences.
- 34.0** **Data Protection / Your Personal Information** - The Data Protection Board of India (DPB).Obligations on Data Fiduciaries.
- a) "Mumbai Holiday Apartment" Entities responsible for collecting, storing, and processing digital personal data are defined as data fiduciaries and have defined obligations. These include:
  - b) Maintaining security safeguards.
  - c) Ensuring completeness, accuracy, and consistency of personal data intimation of a data breach in a prescribed manner to the Data Protection Board of India (DPB).
  - d) Data erasure on consent withdrawal or the expiry of the specified purpose.

- e) The consent of the parent/guardian is mandatory in the case of children/minors (those under eighteen years of age).
- f) Data Protection / Your personal information; We hereby letter, inform you that all your and members of your party's personal information; name, address, telephone number, email ID, copy of passport and any other confidential details collected in the course of your booking will not be sold or otherwise passed on to any other third parties for marketing or promotion purpose and it will be kept as confidential files and will be treated respecting yours and members of your party privacy and rights, this will be guaranteed by applying a system of protection and for all paper documents as well as electronic ones (either personal details or other information). The members of your party will be kept on our database, and it will be deleted after three months from the date of your departure from the apartment.
- g) We will not disclose the personal information of you and members of your party to any third party unless you have consented to such disclosure or where we are required to do so by law. Should you or members of your party breach our terms and conditions or terms of use, or if we are under a duty to disclose or share the information of you or members of your party's data to comply with any legal obligation, we may disclose the information of you or members of your party to a relevant authority. This may include exchanging information with other companies and organisations for fraud protection and credit risk reduction.
- h) Under BMC (Brihanmumbai Municipal Corporation) regulations, the host must keep guests' KYC (Know Your Customers) details on record (name, address and contact details) for a minimum period of five years.
- i) Consent and permissions: For our marketing purposes, we may use the guest's personal photos and guest reviews, comments, downloaded from Third Party Provider, Holiday Letting Marketing websites for the Mumbai Holiday Apartment website and our social media platform. This includes, but is not limited to, publishing images on the [www.mumbaholidayapartment.com](http://www.mumbaholidayapartment.com) website on our social media platforms, and in other marketing materials. If you would not like us to use your image or if you would like your image to be removed, please inform us by email, at [mumbaiholidayapartment@yahoo.com](mailto:mumbaiholidayapartment@yahoo.com).

### 35.0

**Specific Warnings:** The 'Booking Person / Guest' and members of your party must ensure that your access to and your use of the website is not illegal or prohibited by laws which apply to you. You or members of your party must take / precautions so that the process you employ for accessing the website does not expose you or members of your party to the risk of viruses, malicious computer code, computer program routine or process or other forms of interference which may damage your own computer system or members of your party own computer system. Without limitation, The 'Booking Person / Guest' and members of your party are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use and is compatible with the website.

- a) Mumbai Holiday Apartment' and our following two websites - [www.mumbaiholidayapartment.com](http://www.mumbaiholidayapartment.com) & [www.mumbaiholidayapartments.com](http://www.mumbaiholidayapartments.com) do not accept responsibility for any interference or damage to your or members of your party's computer system which arises in connection with your use of the website or any linked website.
- b) Mumbai Holiday Apartment' and our following two websites - [www.mumbaiholidayapartment.com](http://www.mumbaiholidayapartment.com) & [www.mumbaiholidayapartments.com](http://www.mumbaiholidayapartments.com) do not guarantee or warrant that any material available for downloading from the website or any linked website will be free from any virus, infection or other condition which has contaminating or destructive properties. You are responsible for taking sufficient precautions and checks to satisfy your particular requirements for the accuracy of data input and output.
- c) The 'Booking Person / Guest' must ensure that any information which you or members of your party provide to us Mumbai Holiday Apartment' via our following two websites - [www.mumbaiholidayapartment.com](http://www.mumbaiholidayapartment.com) & [www.mumbaiholidayapartments.com](http://www.mumbaiholidayapartments.com) " is accurate and complete and does not contain any virus, malicious computer code, computer program routine or process or other form of interference which may damage 'Mumbai Holiday Apartment' computer system and the two following websites [www.mumbaiholidayapartment.com](http://www.mumbaiholidayapartment.com) & [www.mumbaiholidayapartments.com](http://www.mumbaiholidayapartments.com) or the Information or which may detrimentally interfere with or surreptitiously intercept or expropriate any Mumbai Holiday Apartment & Mumbai Holiday Apartments") system, data or information.
- d) Mumbai Holiday Apartment accept no responsibilities or liabilities in respect of any:- indirect or consequential losses, damages, costs or expenses; loss of actual or anticipated profits; loss of contracts; loss of use of money, loss of anticipated savings, loss of revenue, loss of goodwill, loss of reputation, ex gratia payments, loss of business, loss of operation time, loss of opportunity, loss of damage to or corruption of data.
- e) Avoid Scams. Fraudsters can be extremely cunning and use their expertise to create convincing websites. We shall not be liable or responsible for loss of use of money, making reservations via fake websites posing as or describing genuine Mumbai Holiday Apartment. We advise guests to contact us first to make or would like to confirm the reservation. Please email us at [mumbaiholidayapartment@yahoo.com](mailto:mumbaiholidayapartment@yahoo.com). To confirm the reservation, we will advise you of our mode of payment before making payment.

- 36.0 Copyright;** The information, text, graphics, images, sounds, links and all other information and software published or otherwise, contained in the following websites [www.mumbaiholidayapartment.com](http://www.mumbaiholidayapartment.com) & [www.mumbaiholidayapartments.com](http://www.mumbaiholidayapartments.com) ("Information") are either owned exclusively by us "Mumbai Holiday Apartment & Mumbai Holiday Apartments" or licensed by "Mumbai Holiday Apartment & Mumbai Holiday Apartments" and except as specifically provided in these conditions may not be copied, distributed, displayed, reproduced or transmitted, in any form or by any means whether electronic, mechanical, photocopying, recording or otherwise, without the prior written approval from us. Without such approval from us. The Booking Person / Guest or members of your party may not create derivative works from any part of the following two websites [www.mumbaiholidayapartment.com](http://www.mumbaiholidayapartment.com) & [www.mumbaiholidayapartments.com](http://www.mumbaiholidayapartments.com) or commercialise any information, products or services obtained from any part of the websites.
- 37.0 Trademark;** The websites [www.mumbaiholidayapartment.com](http://www.mumbaiholidayapartment.com) & [www.mumbaiholidayapartments.com](http://www.mumbaiholidayapartments.com) contain "Mumbai Holiday Apartment & Mumbai Holiday Apartments" trade and service marks and devices (including the word "Mumbai Holiday Apartment & Mumbai Holiday Apartments" and other valuable trade or service marks owned by or licensed to "Mumbai Holiday Apartment & Mumbai Holiday Apartments" to distinguish its services and products. These trade and service marks and related intellectual property are protected from copying and simulation under national and international laws and may not be reproduced or copied without the express prior written consent of Mumbai Holiday Apartment & Mumbai Holiday Apartments. Without limitation. The 'Booking Person / Guest' or members of your party must not use any of the said trade or service marks: in or as the whole or part of your Trademarks; in connection with activities, products or services which are not undertaken or provided "Mumbai Holiday Apartment & Mumbai Holiday Apartments" in a manner which may be confusing, misleading or deceptive; or in a manner that disparages "Mumbai Holiday Apartment & Mumbai Holiday Apartments" or its information, products or services (including this website).
- 38.0 Change of Terms & Conditions:** "Mumbai Holiday Apartment & Mumbai Holiday Apartments" reserves the right to change, revise or amend our terms and the wording of our Terms & Conditions at any time without any prior notice. The 'Booking Person / Guest or members of your party are advised to request by email or check our website regularly to view our most recent Terms & Conditions before confirming your reservation/booking.
- 39.0 Governing Law & Jurisdiction:** These Conditions are governed by the laws in force in India. The 'Booking Person / Guest' and members of your party agree to submit to the exclusive jurisdiction of the courts at Mumbai, Maharashtra only.
- 40.0** The Booking Person / Guest, please ensure you and members of your party have read, fully understand, accepted and agreed to our "Mumbai Holiday Apartment & Mumbai Holiday Apartments" Terms & Conditions. Completion of your booking form and confirmation of your booking reservation constitutes acceptance of these terms & conditions.