



Tranquility Cottage Resort

Website use Terms and Conditions

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If you utilize website in a manner inconsistent with these terms and conditions, TTE may terminate your access, block your future access and/or seek such additional relief as the circumstances of your misuse may be deemed to be fit and proper.



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<p>Definitions</p>	<ul style="list-style-type: none"> ➤ The term user would include any person, whether an individual or a legal entity who has logged on to the website (whether on a paid or free basis ➤ The term Browser/Visitor will mean and include a person who utilizes any of the Services offered by website, without the need or a requirement to create an account. ➤ The use and access to website shall be subject to these terms and conditions. ➤ For the purposes of this Agreement, any person who does not have a legal or a contractual right to access the Services, but does so, will fall within the definition of an 'unauthorised user' and will nevertheless be subject to the terms and conditions regulating the usage of website, and expressly so with respect to respecting the intellectual property rights of TTE, and abiding by terms and conditions below mentioned. ➤ The terms 'User' and 'Customer' would include both the Guest/Prospect(s) and Browser/Visitor(s) ➤ The terms 'Service' or 'Services' would mean to include the interactive online information service offered by website on the internet through which the user may access information carried by website in the database maintained by it. ➤ The term Service does not extend to TTE acting as an agent either express or implied on behalf of any User/Customer and is merely acting as a medium of information exchange.
<p>Payment Terms and Refund</p>	<ul style="list-style-type: none"> ➤ Payments for the Services offered by website shall be as per the Payment Policy as enumerated in the section "Payment Policy". ➤ The payment for booking once made shall stand appropriated to the account of Tranquility Cottage Resort and is refundable as per the prevailing Cancellation and Refund Policy only. Kindly refer to the section "Cancellation and Refund Policy". Refund if any will be at the sole discretion of TTE. ➤ TTE offers no guarantees whatsoever for the accuracy or timeliness of the refunds reaching the Users card/bank accounts. ➤ User acknowledges and agrees that TTE/TRANQUILITY, at its sole discretion and without prejudice to other rights and remedies that it may have under the applicable laws, shall be entitled to set off the amount paid or payable by a customer/user against any amount(s) payable by User to TTE under any other agreement or commercial relationship towards the booking.



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<p>Refund in failed transactions:</p>	<ul style="list-style-type: none"> ➤ TTE offers no guarantees whatsoever for the accuracy or timeliness of the refunds reaching the Subscribers card/bank accounts. ➤ This is on account of the multiplicity of organizations involved in processing of online transactions.
<p>Privacy Policy</p>	<ul style="list-style-type: none"> ➤ TTE uses the maximum care as is possible to ensure that all or any data / information in respect of electronic transfer of money does not fall in the wrong hands. ➤ For completing online transactions involving payments a user is directed to a Payment Gateway, TTE does not store or keep credit card data. ➤ Since the transaction happens on a third-party network not controlled by TTE, once a credit card transaction has been completed, the payment information is not accessible to anyone at TTE after completion of the on-line transaction at the Payment Gateway, this ensures the maximum security.
<p>WEBSITE INFORMATION PROPRIETARY TO TTE</p>	<ul style="list-style-type: none"> ➤ User agrees to treat all information obtained from the website, and any information otherwise made available to as proprietary to TTE. ➤ User agrees that Content will be maintained as confidential and shall be protected as a trade secret of TTE. ➤ TTE does not ensure the accuracy of, endorse or recommend any Content and a User uses such Content at the User's own risk. ➤ A User may access the website in the Service solely to obtain initial information from which further evaluation and booking may commence.



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<p>RESTRICTIONS/ PROHIBITIONS</p>	<p>User hereby expressly agrees not to:</p> <ul style="list-style-type: none"> ➤ Utilise the Services offered on the website in any manner so as to impair the interests and functioning of TTE and / or its associates and which is non-compliant with laws and regulations in force.



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- Access data not intended for user or log into server or account that users are not authorized to access.
- Attempt to probe, scan or test the vulnerability of a system or network.
- Attempt or breach security or authentication measures without proper authorization.
- Attempt to interfere with, access to any other user including but not limited to by submitting a virus of any kind or Trojan horse to website, overloading, Flooding, mail bombing or crashing.
- Copy, distribute, download, display, perform, reproduce, modify, edit, alter, enhance, broadcast or tamper with in any way or otherwise use any material contained on website except as permitted.
- Copy and distribute this information on any other server, or modify or re-use information, text, graphics, sound, etc. on website to any other system. No reproduction of any part of website may be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication or website, whether in hard copy or electronic format, including postings to any other website; or
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- Users undertake that the Services offered by website shall not be utilised to upload, post, email, transmit or otherwise make available either directly or indirectly, unsolicited bulk e-mail or unsolicited commercial e-mail.
- TTE is not obligated to but reserves the right to filter and monitor and block the emails sent by you/user using the servers to maintained by TTE to relay emails. All attempts shall be made by TTE and the user to abide by International Best Practices in containing and eliminating Spam.



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<p>TERMINATION</p>	<ul style="list-style-type: none"> ➤ TTE may, without notice in its sole discretion, and at any time, terminate / block or restrict your use or access to website (or any part thereof) for any reason, including, without limitation, that TTE based on its judgement and perception believes you have violated or acted inconsistently with the letter or spirit of these terms and conditions or any applicable law.
<p>INDEMNIFICATION</p>	<ul style="list-style-type: none"> ➤ Submissions and unauthorized use of any information(s)/materials contained on website may violate copyright laws, trademark laws, the laws of privacy and publicity, certain communications statutes and regulations thereto and other applicable laws, statutes and its rules and regulations. You alone are responsible for your actions or the actions of any person acting on your behalf. ➤ You agree to defend, indemnify, and hold harmless, TTE and/or its associates, subsidiaries, their officers, directors, employees, affiliates, licensees, business partners and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of website material or your breach of these terms and conditions or any applicable law. ➤ TTE will not be party to any legal proceedings between parties contracted through these Services. In case TTE is sought to be implicated in any legal proceedings, costs will be recovered from the party that names TTE as a party to such proceedings. TTE shall abide with any court order served on it through due process.
<p>ARBITRATION</p>	<ul style="list-style-type: none"> ➤ If any dispute arises between a user/users and TTE out of use of the website or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of these terms and conditions, the dispute shall be referred to a sole Arbitrator who shall be an independent and neutral third party identified by TTE. The decision of the sole Arbitrator shall be final and binding on both the parties to the dispute. The place of arbitration shall be Goa. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings.



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GOVERNING LAW	<ul style="list-style-type: none"> ➤ By accessing website you agree that the laws prevailing in India shall be the governing laws in all matters relating to website as well as these terms and conditions.
JURISDICTION	<ul style="list-style-type: none"> ➤ Courts at Goa, India alone shall have the exclusive jurisdiction in all matters relating to website and these terms and conditions, irrespective of the territory and jurisdiction of your access to website. ➤ TTE does not routinely monitor your access to the website but reserves the right to do so. However, if TTE becomes aware of an inappropriate use of website or any of its Services, TTE will respond in any way that, in its sole discretion, TTE deems appropriate. ➤ You acknowledge that TTE will have the right to report to law enforcement authorities any actions that may be considered illegal, as well as any information it receives of such illegal conduct. When requested, TTE will co-operate fully with law enforcement agencies in any investigation of alleged illegal activity on the Internet. TTE reserves all other rights.
VIOLATIONS	<ul style="list-style-type: none"> ➤ Please report any violations of these terms and conditions to TTE at accttranquility@gmail.com