

Terms and Conditions for The Obsidian an IHG hotel

Last Updated: June 3, 2025

Please read these Terms and Conditions carefully before using the booking services provided by the Obsidian. By making a booking through our website or platform, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not proceed with your booking.

1. Definitions

- **"Booking"** refers to the reservation of accommodation (bed, room, or guesthouse) made through our platform.
 - **"Guest"** or **"User"** refers to any individual or entity making a booking through our platform.
 - **"Property"** refers to the specific guesthouse or accommodation being booked.
 - **"Platform"** refers to our website, application, or any other digital interface through which bookings can be made.
 - **"Check-in Date"** refers to the scheduled date of arrival at the Property.
 - **"Check-out Date"** refers to the scheduled date of departure from the Property.
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2. Acceptance of Terms

By completing a booking, you confirm that you are at least 18 years of age and that you have read, understood, and agreed to these Terms and Conditions, as well as our Privacy Policy. These Terms constitute a legally binding agreement between you and The Obsidian.

3. Booking Process

- **Availability:** All bookings are subject to availability. We reserve the right to refuse any booking.
- **Information Accuracy:** You are responsible for providing accurate and complete information during the booking process, including names, contact details, and any special requests. Inaccurate information may lead to delays, cancellation, or additional charges.
- **Confirmation:** A booking is confirmed only when you receive a confirmation email or notification from us, typically after successful payment. This confirmation will include your booking details, confirmation number, and Property address. Please review this carefully and contact us immediately if you notice any discrepancies.

- **Purpose of Stay:** Bookings are typically for accommodation purposes only. Any commercial use or activities beyond typical accommodation (e.g., large events, photoshoots) must be explicitly approved by the Property management in advance and may incur additional fees.
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4. Pricing and Payment

- **Prices:** All prices are quoted and are inclusive of all taxes unless otherwise stated. Prices may vary based on demand, season, and duration of stay.
 - **Payment Methods:** We accept payment via [list accepted payment methods, e.g., credit/debit cards (Visa, Mastercard, etc.), UPI, Net Banking].
 - **Full Payment:** Full payment is usually required at the time of booking to confirm your reservation.
 - **Additional Charges:** Any additional services or amenities requested during your stay (e.g., extra meals, laundry) will be charged separately and settled directly with the Property.
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5. Cancellation and Refunds

- **Cancellation by User:**
 - **Cancellation policy :**
 - Cancellations made more than [e.g., 7 days] prior to the Check-in Date: [100% refund].
 - Cancellations made between [e.g., 3 and 7 days] prior to the Check-in Date: [50% refund].
 - Cancellations made less than [e.g., 3 days] prior to the Check-in Date or "No-Shows": No refund.
 - All cancellations must be made in writing via [email to support@theobsidian.com] or through our online booking portal.
 - Refunds, if applicable, will be processed within [7-10 business days] to the original payment method.
- **Cancellation by The Obsidian:** We reserve the right to cancel a booking in exceptional circumstances, such as unforeseen unavailability of the Property, force majeure events (e.g., natural disasters, pandemics), or if your booking is found to be fraudulent or in violation of these Terms. In such cases, we will offer an alternative accommodation of similar standard or a full refund. We will not be liable for any additional costs incurred by you as a result of such cancellation.

6. Check-in and Check-out

- **Check-in Time:** Standard check-in time is [e.g., 14:00 (2:00 PM)] on the Check-in Date. Early check-in is subject to availability and may incur additional charges.
- **Check-out Time:** Standard check-out time is [e.g., 11:00 (11:00 AM)] on the Check-out Date. Late check-out is subject to availability and may incur additional charges. Guests remaining in the Property beyond the check-out time without prior arrangement may be subject to additional fees.
- **Identification:** Upon check-in, all guests are required to provide valid government-issued photo identification (e.g., Aadhar Card, Passport, Driving License) for verification purposes. [Foreign nationals must present their passport and valid visa.]

7. Guest Obligations and Property Rules

- **Respectful Conduct:** Guests are expected to behave in a respectful manner and not cause any disturbance to other guests, neighbours, or staff.
 - **Damage to Property:** You are responsible for any damage or loss caused to the Property, its contents, or common areas during your stay, whether accidental or intentional, by you or any member of your party. You agree to pay for such damages.
 - **Occupancy:** The number of guests occupying the Property must not exceed the maximum capacity specified in the booking confirmation.
 - **Smoking Policy:** Smoking is strictly prohibited inside the Property. Designated smoking areas may be available.
 - **Pet Policy:** Pets are allowed only in designated rooms with prior approval and may incur a fee.
 - **Noise Levels:** Guests are requested to keep noise levels to a minimum, especially during [10:00 PM to 8:00 AM].
 - **Valuables:** We are not responsible for the loss or theft of personal belongings or valuables left at the Property. We advise you to keep your valuables secured.
 - **Compliance with Laws:** Guests must comply with all applicable local laws and regulations during their stay.
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8. Limitation of Liability

The Obsidian shall not be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to loss of profits, data, or use, arising out of or in connection with your booking or stay, except where such liability cannot be excluded or limited by law. Our total liability for any claim arising out of these Terms or your booking shall not exceed the total amount paid by you for the booking in question.

9. Intellectual Property

All content on our platform, including text, graphics, logos, images, and software, is the property of [Your Guest House/Booking Platform Name] or its content suppliers and is protected by intellectual property laws. You may not use, reproduce, or distribute any content from our platform without our express written permission.

10. Privacy Policy

Your privacy is important to us. Our collection, use, and protection of your personal information are governed by our Privacy Policy, which is incorporated into these Terms by reference.

11. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of India [the State of Gujarat]. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts located in [Vadodara, Gujarat].

12. Changes to Terms

We reserve the right to modify these Terms and Conditions at any time. Any changes will be effective immediately upon posting on our platform. Your continued use of our booking services after any such changes constitutes your acceptance of the new Terms. We encourage you to review these Terms periodically.