

SINGGAHSANA LODGE
Terms and Conditions

Table of Contents

| | | |
|-----|--|---|
| 1. | Contract..... | 2 |
| 2. | Arrival & Departure | 2 |
| 3. | Purpose of Stay | 2 |
| 4. | Right of Refusal..... | 2 |
| 5. | Check-in/Check-out Requirements | 2 |
| 6. | Occupancy | 2 |
| 7. | Extending your stay | 2 |
| 8. | Late Check Out | 3 |
| 9. | Overstaying without notice | 3 |
| 10. | Prepayment Policy | 3 |
| 11. | Cancellation Policy | 3 |
| 12. | Change of Booking Policy | 3 |
| 13. | No-Show Policy, Late Arrivals and Early Departures | 3 |
| 14. | Guest Behaviour | 3 |
| 15. | Disturbance | 4 |
| 16. | Accident and/or Injury..... | 4 |
| 17. | Problems or Dissatisfaction With Your Stay..... | 4 |
| 18. | Losses, Liabilities etc..... | 4 |
| 19. | Access to Property..... | 5 |
| 20. | Pets..... | 5 |
| 21. | Breach..... | 5 |
| 22. | House Rules | 5 |
| 23. | Accommodation Being Left in an Unacceptably Untidy and/or Dirty Condition..... | 6 |
| 24. | Force Majeure..... | 6 |
| 25. | Web Site Information | 6 |
| 26. | Other..... | 6 |

1. Contract

- 1.1 These terms and conditions incorporate the basis on which bookings are accepted. In a booking with more than one person, the person who made the booking with Singgahsana Lodge Adventures Sdn. Bhd. (SLA) will be deemed to have accepted the terms and conditions on behalf of all persons within the booking.
- 1.2 The contract is between Guest and SLA and is subject to Malaysian Law.

2. Arrival & Departure

- 2.1 The period of occupancy of the accommodation is from 1PM on day of arrival up to 11AM on day of departure.
- 2.2 The Guest binds and obliges to vacate the premises without demand at the termination of the period of hire.

3 Purpose of Stay

- 3.1 The Guest warrants that the accommodation is to be used only for lawful purposes.

4. Right of Refusal

- 4.1 SLA reserves the right to refuse a Guest entry and accommodation if, on arrival, the management reasonably considers that the Guest is under the influence of alcohol or drugs, is behaving in a threatening, abusive or otherwise unacceptable manner or it appears that the Guest has engaged in fraudulent or unlawful activity or under other circumstances where it appears that the reservation contain or resulted from a mistake or error. In this case, the Guest will be charged a **cancellation fee equal to 1 night's accommodation rate** and all obligations shall be discharged without further liability on either party.

5. Check-in/Check-out Requirements

- 5.1 The Guest is required to confirm their identity by providing their passport for an authorized duplicate copy for record. The record will be kept for at least 4 weeks after your departure and may be disclosed or made available for inspection by any government authorities or as otherwise required by applicable law in connection with the prevention or investigation of crime. The information above may be requested for each member of your party and we reserve the right to refuse entry to persons who cannot provide the information set out above.

6. Occupancy

- 6.1 Maximum occupancy of 2 pax for each double and twin room, 3 pax for each triple room, 4 pax for each family room and 1 pax for each dorm bed. No additional persons are allowed.
- 6.2 SLA shall impose appropriate charges at the time of check in (the equivalent of one dorm/house bed per night per person) if the number of occupants exceeds the maximum occupancy of the room booked.

7. Extending your stay

- 7.1 Check availability a day prior to your scheduled departure and confirm all extensions to avoid any complications and/or disappointment. Reservations for extension are not guaranteed and confirmed until full payment is received.

8. Late Check Out

- 8.1 Arrangements must be made on the day prior to your scheduled departure subject to availability. Late checks out rates are as follows:
- | | |
|-------------------|-------------------------------------|
| Up to noon | - no charge |
| From noon to 6 pm | - ½ of 1 night's accommodation rate |
| Beyond 6 pm | - 1 night's accommodation rate |

9. Overstaying without notice

- 9.1 1 night accommodation rate will be imposed per night. However, if the same room is pre-booked by an in-coming Guest, SLA will request for the Guest to vacate the room latest by 12 noon. If the Guest is not available, the Guest hereby authorise SLA's personnel to remove the Guest's belongings for storage pending further arrangements.

10. Prepayment Policy

- 10.1 Reservations are not guaranteed until full payment is received. Reservations without prepayment may be automatically released by SLA without notice.

11. Cancellation Policy

- 11.1 All prepayment will be forfeited as cancellation fee. SLA must be notified by email of any cancellation of reservation. However, at the sole discretion of SLA, refunds may be given due to extenuating circumstances.

12. Change of Booking Policy

- 12.1 Request for change must be notified by email to SLA. The accommodation reservation can be changed to another arrival date or to another SLA property or for Star excursions operated by SLA. **If changes were made 30 days before the date of arrival, an administration fee of RM50 or RM10 will be imposed for each room/bed, respectively. No changes will be entertained within 30 days of date of arrival** (as we are unable to resell the room in such short notice). Once Guest confirm the need to change their reservation, the administration fee and the additional charges (if any) is to be settled immediately for the said change to be effected.

In calculating the additional charges (if any), the applicable rates in calculating the room charges shall be based on the rate (promotional deal rate shall not be applicable) applicable on the date of request for change and should the value of the prepayment exceed that of the value of the new reservation, the access shall be forfeited and should it be otherwise, the amount shall be due to SLA.

13. No-Show Policy, Late Arrivals and Early Departures

- 13.1 In case of no shows, late arrivals and/or if Guest decides to check out before the original date of departure, your reservation prepayment will be forfeited and SLA reserve its right to re-let the accommodation. Unless SLA is notified earlier of any delay, Guest who fails to check in within 3 hours of their arrival in Kuching will be deemed as 'No-Show'.

14. Guest Behaviour

- 14.1 Guests are requested to conduct themselves appropriately at all times and to comply with SLA's procedures and/or requests with regard to conduct and respect for the property of SLA, its employees and Guests and their health and safety. Guests are requested not to disrupt the comfort and enjoyment of other Guests, the smooth running of SLA, or cause offence to other Guests or our members of staff.

15. Disturbance

- 15.1 SLA reserves the right to require a Guest to leave if he/she is causing a disturbance, annoying other Guests or SLA employees or is behaving in an unacceptable manner including causing damage to property. The police may be called-in by the management to remove such persons from the premises. In such cases all payments shall be forfeited and outstanding bookings cancelled.

16. Accident and/or Injury

- 16.1 Any accident or injury to persons whilst on-site should be reported to the front desk/management immediately. We will not be held responsible for any death, sickness or personal injury sustained on-site, however sustained or caused.

17. Problems or Dissatisfaction With Your Stay

- 17.1 It is important that Guest enjoys their stay at Singgahsana Lodge, and every effort is made to ensure this. In the event of dissatisfaction, the Guest should immediately contact the front desk to give SLA the opportunity to rectify the problem.
- 17.2 Complaints made after the stay by letter, e-mail or telephone call are not appreciated as it will not be possible at that stage to investigate effectively and/or verified and more importantly, cannot be remedied for you during your stay.

18. Losses, Liabilities etc.

- 18.1 Property that is left behind in the Guest rooms will be kept for 2 weeks. All unassigned property will be forwarded to a charity or disposed of at the discretion of SLA. If we send articles back to the Guest, SLA will charge for postage, packaging and handling fee accordingly.
- 18.2 SLA shall not be liable to a Guest for any loss, damage to personal property or persons however sustained or caused excepting cases of intent or gross negligence. It is the responsibility of the Guest to ensure that their belongings are secure at all times. Guests are advised to make use of our deposit box at the Front Desk/Office.
- 18.3 SLA shall not be liable for any failure or delay in performing any of its obligations under this Agreement if the failure or delay was due to any cause beyond its reasonable control, including (without limitation) war or threat of war, civil or political action or disturbance, riot, natural disaster, fire, epidemic, bad weather, terrorist activity (threatened or actual), military activity, governmental or regulatory action, industrial dispute, act of God, failure of power or machinery, failure of or interruption in externally provided services and utilities, and all similar events outside SLA's control.
- 18.4 If SLA are prevented by any circumstances beyond our control from making the accommodation available on the day the Guest booked and cannot provide an agreeable alternative, we will refund all monies already paid, but no further liability shall be accepted.
- Whilst all reasonable efforts have been taken by SLA to ensure that reservations made under this Agreement are able to proceed, SLA reserves the right to relocate any reservation to another Company of similar size and standard in the locality. The Guest acknowledges that SLA accepts no liability for any loss or damage suffered by or caused to the Guest in consequence of the relocation of the Guest.

18.5 Guests will be liable for any loss, damage or personal injury they may cause at SLA during their stay. For the lost or damage to the following items, the Guest agrees to pay for the replacement charges as stated below:-

RM20 for a room key or dorm room key

RM20 for the smart tag

RM20 for key fob

RM20 for locker key

RM80 for each hair dryer

RM30 for towels

RM20 for each clothes hanger

RM20 for each pillowcase

RM20 for each pillow

RM50 for each mattress protector

RM100 for each throw cushion

RM100 for each bed sheet

RM100 for each blanket

RM100 for each duvet cover

RM200 for each duvet

RM600 for each mattress

Artworks, antiques, artefacts and others – the current market value of the item

If the amount due is not settled before the Guest leave, SLA reserve the right and the Guest hereby authorise SLA to charge their credit or debit card the amount due, including without limitation specialist cleaning.

19. Access to Property

19.1 The Guest undertakes to leave the accommodation secure if left unoccupied during the period of let and to allow access by the management or employees for any reason deemed appropriate.

20. Pets

20.1 Pets except Guide Dogs are not permitted at any time.

21. Breach

21.1 SLA reserves the right to refuse accommodation or services or remove the Guest and members of your party from SLA if, in our reasonable opinion, we consider any of the terms and conditions have been breached. Where this is the case, SLA shall have no obligation to refund the Guests for lost accommodation, other services or any other loss or expense incurred.

22. House Rules

22.1 Strictly prohibits the usage, possession and trafficking of illicit drugs.

22.2 Consistent with local custom and practice, Singgahsana Lodge is footwear free accommodation.

22.3 Access and facilities are strictly for the benefit of in-house Guest, property owners and their Guest only. Visitors are not permitted except for the rooftop area wherein registration is essential for access.

22.4 House Rooms quiet time is from 2230 hours to 0700 hours. Out of courtesy to fellow Guest, be very quiet coming in late or leaving early. Listening of music or radio should be with headphones.

22.5 Food in your room attracts bugs. Do not store food in your room.

22.6 No cooking in the room.

22.7 No outside food or drinks are to be brought in

22.8 DO NOT use sleeping bag on the beddings at any time.

22.9 Smoking is strictly not permitted. Infringement of this will incur the House Penalty of RM50 and may include eviction with no refunds.

- 22.10 The common/shared toilet and shower are to be kept clean and dry at all times. Infringement of this will incur the House Penalty of RM50 and may include eviction with no refunds.
- 22.11 Subscribing to eco-friendly ideals, Guests are to be responsible in their use of electricity, water and other resources. Kindly deposit any waste that cannot be avoided into appropriate waste baskets.

23. Accommodation Being Left in an Unacceptably Untidy and/or Dirty Condition

- 23.1 We reserve the right to levy an excess cleaning charge on the Guest should the accommodation be vacated in a condition, which exceeds a normal level of acceptability. Such a charge will reflect the additional labour time and materials required to deep-clean/defumigate the accommodation, and for any potential loss of income resulting from SLA being unable to let the accommodation due to smoke smell. The confirmation of such a condition will be made by at least 2 persons, one of whom will be the housekeeper and the other a member of the management team.

24. Force Majeure

- 24.1 SLA accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

25. Web Site Information

- 25.1 While all reasonable efforts have been taken to ensure the accuracy of information on the Websites, SLA does not accept responsibility for errors or omissions and reserve the right to amend, cancel or vary any of the features on the websites without notice. Please note that in certain circumstances, generic photographic images have been used to represent the general style of a particular product or SLA.
- 25.2 The content of the websites is the copyright of SLA, and may not be copied, reproduced, published, distributed or amended for any other purpose without our prior written consent.
- 25.3 Hyperlinks to third party websites are provided for your convenience. We cannot accept responsibility for the content or use of third party sites.
- 25.4 This website is operated by SLA.

26. Other

- 26.1 We reserve the right to vary these terms & conditions from time to time, according to any changes in our policies.

Feb 22 2018