

## Reservations & cancellation policy

**Please read our Reservation and Cancellation policy (hereinafter referred to as "Agreement") before you begin your vacation. Any payments received by Wanderlust Lifespaces for occupancy of any property listed on our platform indicates the acceptance of the terms of our reservation policy in full. All policies are strictly enforced. It is the responsibility of all guests and members of their party to be familiar with all policies pertaining to the reservation. Your check-in email will be sent out 7 days before your arrival date. Please contact us if you do not receive it.**

Customised concierge services are also available for few of our selected properties, and includes grocery shopping, personal chef, special occasion packages, spa and equipment rentals at your door to name a few. Please view the entire menu of services online at our website by clicking Discounted Concierge Services

**RENTER REQUIREMENTS:** For legal and accounting purposes, the person placing the reservation must be the same as the credit/debit card holder. This person is considered to be the Guest. All other persons involved with the rental are considered to be the Guest's invitees, and all discussion regarding reservation, cancelation, and damage policies will be discussed with the Guest, not the Guest's invitees. The Guest understands that Wanderlust Lifespaces rents to responsible adults over the age of 21 ONLY.

**DOWN PAYMENT/ PAYMENT:** A reservation can be made with a 50% down payment paid by credit/debit card when the reservation is made. Full payment is charged 30 days prior to scheduled arrival date. The credit/debit card must have an expiration date that extends beyond your stay. If a reservation is made less than 30 days prior to arrival, full payment is due when the reservation is made.

**BALANCE PAYMENT:** 30 days prior to arrival, we will automatically run the balance on the credit/debit card on file. Balance is due no later than 30 days prior to your arrival date. We can keep the balance payment on the same credit/debit card used for the initial payment, or you can call with a different card. The remaining balance due will not be adjusted if the nightly rate has changed and is different from the initial rate on your reservation confirmation.

**DAMAGE POLICY:** Every reservation requires a security deposit waiver fee which is non-refundable. This vacation rental damage fee covers ONLY ACCIDENTAL DAMAGE to the rental unit that may occur during your stay, provided that it is disclosed to management prior to check out. The fee will cover a maximum benefit of INR 15000. Any damages that exceed INR 15000, and/or is not covered under the damage fee will be charged to the credit/debit card on file.

No additional fees will be charged if:

1. no damage was done to the property other than reasonable wear and tear;
2. no items were missing;
3. all doors and windows were closed and secured upon departure;
4. all check out procedures were followed;
5. all Rental Agreement policies were followed;
6. no parties or other events took place without prior written authorisation;
7. no miscellaneous charges were incurred, e.g., unpaid rental fees, extra guests or pets, additional cleaning fees, or other charges.

As a condition to the rental of all Vacation Properties, Wanderlust Lifespaces reserves the right to charge the Guest's credit/debit card for any and all items Guest/Invitee caused losses and damages sustained to the Vacation Property throughout the duration of their period of occupancy. In the event of any uncovered Guest/Invitee-caused loss or damage to the Vacation Property, including, but not limited to, undue cleaning, eviction, service calls, service charges, fines/assessments, repairs or replacements, plus all applicable taxes, Wanderlust Lifespaces is hereby granted the right to charge the Guest's credit/debit card.

**CREDIT/DEBIT CARD AUTHORISATION:** By clicking the "Accept" button during the reservation process, which is the endorsement and acceptance of this entire Agreement, the Guest hereby agrees and authorises Wanderlust Lifespaces to charge the guests credit/debit card on file for any and all additional charges that relate to damage, inventory replacement, smoking in the unit, pets, extra cleaning, additional or unauthorised guests, events and early check-in or late check-out.

**UPON ARRIVAL:** Take a look around the property. If there are concerns or issues with your rental property, please immediately contact our office. No refunds or considerations are given unless we are notified of problems during your stay, so prior guests can be held responsible.

**EMERGENCIES/ MAINTENANCE:** In the event of a problem getting in the rental or if there are problems with condition or functionality of the property, please immediately contact our office at 8630-932-937. Office hours are 9am to 7pm. If it is after office hours our call centre can assist you.

**ARRIVAL TIME:** Check in is at 12pm. An early arrival may be arranged for INR2500, pending other reservations and the housekeeping schedule. Please contact us within 24 hours of your arrival to make these arrangements. Unless you have specifically arranged for an early arrival time, please do not arrive at the property before your schedule check in time.

**DEPARTURE TIME:** Check out is at 11am. Your prompt departure is appreciated so we can prepare the rental for any incoming guests. A late departure may be arranged for INR2500, pending other reservations and the housekeeping schedule. If you have not arranged for a late check out, you may be charged INR1500 for each hour beyond 11am you are still on property, at a minimum of one hour. If the rental has not been vacated by 4pm, a fee equal to the rental rate of 1 nightly charge may be assessed.

**CANCELATIONS:** Cancellations and reschedules may be made up to 14 days before the first day of your reservation which will result in a refund of 100% of your initial down payment for a cancellation and 100% credit for a reschedule. Cancellations made with less than 14 days of your arrival date will result in 100% loss of all payments but reschedules will still be permitted with a full credit. Absolutely no cancellations will be allowed if the intent is to repurchase the same reservation at a lower price.

**POWER/ WEATHER/ FORCE MAJEURE RELATED CANCELLATION:** Wanderlust Lifespaces does NOT issue refunds due to acts of nature such as: weather, road conditions, snow conditions, power outages, forest fires or other force majeure conditions. If the property is uninhabitable due to such circumstances, reservations can be rescheduled for future dates within one year of the reservation date.

**CHANGE IN NUMBER OF GUESTS/CONDUCT OF GUESTS:** Guest(s) agrees that more than the number of people stated on the reservation shall not occupy the premises. Unauthorised people at the rental at any time will result in a double charge for each additional guest or a maximum occupancy charge (whichever is more), in addition to any and all damage, disturbance, and cleaning charges. The rental is not intended for parties, nor gatherings at any time of anyone except those who have paid to occupy the property. Exceptions are made on an individual basis - please contact Wanderlust Lifespaces for prior approval. If there is excessive noise or music, any illegal activity, or evidence of violation of these policies, you may be asked to vacate the premise without any refund and additional charges may be assessed, including a fine of up to INR5000 charged to the credit/debit card on file. Please inform us of any change in the number of guests before your arrival to avoid these charges and so the rental can be prepared

appropriately for your group. No exceptions or refunds are given for changes in the number of guests after your arrival.

**CLEANING FEE(s):** A non-refundable cleaning fee is required with all reservations. This fee is for our housekeepers who dust, vacuum, sanitise, clean linens and towels, maintain the hot tub and remove refuse from the property. Guest(s) are required to follow all check out procedures detailed in this agreement and leave the property in the same general and good habitable condition it was in when the Guest(s) arrived. Undue and/or unreasonable cleaning of the rental shall be charged to the Guest's/Cardholder's credit/debit card as an Additional Cleaning Charge at a rate of up to INR650.00 per instance. This also applies to the property exterior, grounds, BBQs and hot tubs (if so equipped).

**CLEANING REQUIREMENTS:** A starter supply of expendable supplies such as paper goods and soap is provided; please bring additional if you feel this will not be adequate. Basic cleaning supplies are stocked to do your own cleaning during your stay. Housekeeping is not provided during your stay unless previously arranged. Failure to comply with pre-departure cleaning requirements resulting in excessive cleaning will be charged to your credit/debit card at INR650.00 per day.

- 1) Place soiled towels in the laundry bag.
- 2) All dirty dishes, cookware and eating utensils should be run in the dishwasher or our housekeepers at your costs.
- 3) Floors should be in generally good condition and ready to be vacuumed by our housekeepers.
- 4) All household trash, garbage, recycling and/or other discarded items should be properly bagged up so as to avoid spillage/ leakage.
- 5) Refrigerator should be free of food.
- 6) Hot tub covers must be closed and secure on the tub after use to avoid additional maintenance fees.
- 7) GLITTER/CONFETTI ARE NOT ALLOWED. NON COMPLIANCE WILL IMPOSE AN EXTRA INR650.00 CLEANING FEE.

**LINENS & TOWELS:** Bath towels, sheets, pillows and blankets are provided. We do not provide any linens or towels for outdoor use except for the hot tub. DO NOT take the rental's linens or towels outside. Extra sheets and towels are available if you are staying a week or longer, otherwise one set per guest are provided every alternate day.

**SMOKING:** Smoking is NOT permitted in any Wanderlust Lifespaces property. If there is any smell in the rental after your departure, there will be a minimum INR1500 charge. We have diffusers in all our properties. Oil lamps and incense are not permitted due to the long-lasting odour. If these policies are violated, there will be an additional charge for excessive cleaning as well.

**PLUMBING:** Do not put any feminine products in the toilet. The toilets are water-saving models and don't have a strong flush - limiting the amount of toilet paper used will help prevent a clog. Plungers are provided if a clog occurs. Please do not pour grease down the drain.

**PETS:** Pets are only allowed in our specific pet friendly rentals, as long as the applicable pet fees have been paid. Unauthorised occupancy of pets will result in immediate eviction and loss of all rents and deposits. If discovery of unauthorised pets is made after your departure, a penalty of INR2500/day plus any additional cleaning or repair charges will be assessed to your credit/ debit card on file. If you are given permission to bring a pet the following rules must be followed:

1. A nightly usage fee for each pet will apply. (2 pets max)
2. No pets on any furniture or bedding. Non-compliance will result in additional cleaning fees charged to the guests credit/debit card.
3. No pets in the hot tub or bath tub. Non-compliance will result in additional cleaning fees charged to the guests credit/debit card.

4. Pets must be crated if left alone. Non-compliance will result in additional cleaning fees charged to the guests credit/debit card.
5. Extra cleaning for hair on furniture or damage repair will be charged to the renters credit card at rate of INR650 a day

**PROPERTY INSPECTIONS:** All problems, including inadequate cleaning and damage, must be reported to the Property Manager within 6 hours of check in for prior guest to be held responsible. Property Manager reserves the right to enter premises at any time for the purpose of effecting necessary inspections, repairs or maintenance. Major malfunctions not caused by guests will be refunded at a rate of INR500 per issue per day until repaired.

**NOTIFICATION:** It is Guest's sole responsibility to inspect the Property upon arrival. Guest agrees to inspect the entire Property to ensure that it is free of hazards and properly equipped. The unit is not equipped for the elderly or handicapped. Guest assumes the entire risk of injuries arising from use of the Property. Guest will take reasonable measures to prevent slips in the bathroom, on staircases, steps, on balconies and throughout the Property.

**PROPERTY USE:** The Property may not be used for any activity in violation of local, state or federal laws.

**LEGAL FEES:** If Property Manager consults legal counsel or a professional collection service for collecting any amounts due to Wanderlust Lifespaces under this Policy, Guest shall be responsible for all costs of litigation and/or collection in case of such, including actual legal fees.

**LIMITATION ON RENTAL:** Property Manager will not be liable for virus pandemics. There will be no relocation, rental pro-ration or refund in the event of such circumstances. Reservations can be rescheduled for future dates within one year of the reservation date.

In the event Property Manager is unable to deliver the Property to Guest because of property sale, fire or flood, or if the property is unavailable because of construction delays or lack of utilities, Guest agrees that Property Manager's sole liability, as a result of any of these conditions, will be a pro-rated refund of all payments tendered by Guest. Guest expressly acknowledges that in no event will Manager be held liable for any other condition out of the control of the Manager, or for any incidental or consequential damages, including but not limited to, expenses that result from moving or for any other losses.

**TENANCY:** The Guest acknowledges that this is NOT a tenancy for the Property. The Property is not rented for more than 30 days, unless otherwise agreed upon in writing between Wanderlust Lifespaces and the guests, and is taxed and treated as a transient occupancy, akin to hotel accommodations. Property laws do not apply to the license granted herein, and the Guest may be removed as a trespasser immediately upon termination of this Agreement. The Property is rented on regular short term periods and for a significantly higher rate than a non-vacation rental. Often a Guest is scheduled to begin a vacation in the Property on the same day as the checkout day of another prior Guest. If Guest stays even one additional day, Property Manager would face significant logistical problems with the next Guest, including possible liability. As such, Guest agrees to vacate immediately on the checkout day at 11:00 a.m. Failure to do so will entitle Manager, in addition to all other remedies available to it, to have Guest ejected by law enforcement as trespasser and to physically remove Guest and all of Guest's possessions from the Property (for which Guest hereby grants permission and consent) and obtain damages and injunctive relief against Guest.

**EFFECTIVE DATE:** Notwithstanding anything to the contrary, this policy document is binding and effective when no signature is required, and Guest's affirmative assent to the terms is expressed by Guest's reservation of the unit. If Guest desires to terminate this Agreement due to lack of assent, he/she must do so within three days of the date the reservation was made.

**GOVERNING LAW:** The terms and conditions stated herein will be interpreted by and governed under the laws of the State of Uttarakhand in India and any action arising out of this agreement shall be litigated in the State of Uttarakhand.

**INVALID PROVISIONS:** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance hereof. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of the Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable.

**ENTIRE AGREEMENT:** This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendment or modification hereto shall be binding unless made in writing and signed by the parties hereto. The property manager and/or owner has the complete authority to cancel or deny a reservation at any time.

**GYSERS, HOT TUB & JACUZZI USE:** Use of the geysers, jacuzzi & hot tub is strictly at your own risk and liability. Our maintenance team will sanitise and replenish chemicals in all jacuzzies & hot tubs prior to your arrival. If additional maintenance is required during your stay, or the next guests are unable to use the tub due to conditions resulting from your failure to observe the following rules, there will be a INR650 charge (and cost of supplies if necessary) for each day of required maintenance. A INR500 refund/night will be given if you are unable to use the jacuzzi & hot tub due to malfunction not caused by Guest(s).

- 1) ALWAYS SHOWER OR BATHE BEFORE AND AFTER USING THE JACUZZI & HOT TUB! Body oil, makeup, hair products, etc. clog filters!
- 2) An adult must always accompany children.
- 3) Any jacuzzi & hot tub non-compliance that requires a drain and fill after your departure will result in a maintenance fee of INR650.
- 4) Do not sit, stand or lie on the tub cover; a INR5000 charge will be made if the cover is broken this way.
- 5) Fold the hot tub/jacuzzi cover over the metal bar to open and DO NOT place it on the ground.
- 6) Replace cover when you are not in the tub/jacuzzi and secure the safety strap to conserve heat, for safety, and to keep debris out of the water.
- 7) If temperature has been adjusted during use, MAKE SURE to return the temp to the original setting when done.\* Failure to reset may cause the hot tub/jacuzzi to over-temp & stop working, possibly resulting in additional charges.
- 8) Use non-breakable drink containers in the tub area.
- 9) DO NOT ADD ANYTHING TO THE HOT TUB/JACUZZI WATER such as bubble bath & oils, even if they say they are compatible.
- 10) If the water level is low (below the filter intake) add more water or call, as low water can destroy the pump, resulting in additional charges.
- 11) If the water looks cloudy or dirty, please call.\* If it is found that the service is necessary due to Guest abuse, the Guest will be responsible for the charges.

(\*Hot tubs/jacuzzi may be drained and refilled before your arrival; therefore, it may not be warm until later that evening. Also, due to the high mineral content in the mountain water at some of our rentals, the hot tub may initially appear cloudy until the minerals settle. If the conditions persist, please call.)

**LEFT ITEMS:** Please check carefully for belongings before you leave. Left items can be mailed to you if requested and you will be charged shipping costs plus a INR250 service fee. Wanderlust Lifespaces is not responsible for lost or stolen items.

**RIGHT OF ENTRY:** Guest(s) agree that Wanderlust Lifespaces reserves the right to enter the property any time to investigate disturbances, check occupancy, check for damage, to make such repairs, alterations or improvements as we may deem appropriate, or to show the property to prospective purchasers or guests (in which case prior notification will be given).

**SECURITY & SAFETY RISKS:** ALWAYS LOCK DOORS AND WINDOWS WHEN YOU LEAVE THE PROPERTY! When you rent the unit, you assume responsibility for it and its contents, as well as your personal property. Always lock the doors and windows when you leave the property. Children are welcome, but there are conditions in and around the home that may pose hazardous to them, as well as to adults, such as the river, steep riverbank, open stairways, wildlife, icy surfaces and fireplaces. Wanderlust Lifespaces does not assume any responsibility for injuries resulting from your failure to use due caution. Children must be supervised at all times. Candles are not allowed due to fire hazard. Shooting firearms is forbidden on or near the property. Non-compliance will result in a INR5000 charge to the credit/debit card on file, and immediate removal from the property.

**WINTER CONDITIONS:** Where ever necessary and in properties located at higher altitudes, we will attempt to have the driveway clear of snow before your arrival. A shovel is provided should you need it during your stay. Please be cautious when there are icy conditions. During the winter months, it may be required to carry chains or have traction tires. 4 wheel drive is recommended.

**INDEMNIFICATION & HOLD HARMLESS:** While Wanderlust Lifespaces and its Property Owners strive to maintain Vacation Properties in the finest condition, no guarantees are expressed nor implied regarding suitability or for any particular purpose. All Guest(s) and their invitees use the Vacation Property structures and premises at their own risk. Wanderlust Lifespaces and its Property Owners shall not be held liable or otherwise responsible in any way for injury to any Guest and/or their invitees that is caused or permitted to be caused by the intentional or unintentional acts of said Guest(s) and/or invitees, or by the failure of structures, appliances, (including hot tubs and BBQs) furnishings, and/or other equipment, whether by malfunction, misuse, acts of God/nature, and/or are otherwise naturally occurring. No guarantees are expressed nor implied as to the suitability of utilities and other services provided to the Vacation Properties and adjacent structures and premises. No guarantees are expressed nor implied regarding the suitability/compatibility of materials utilised in the construction of the Vacation Property and/or its contents. Wanderlust Lifespaces and its Property Owners shall not be held liable nor otherwise responsible in any way for allergic reactions to Guest(s) or invitees, caused or permitted to be caused by materials utilised in the manufacture of the Vacation Property and/or its contents, nor from mould and/or airborne spores, nor from pet/animal allergens, nor from chemical agents including, but not limited to appliances, linens, carpeting, utensils, fixtures, hot tubs, jacuzzies and/or other equipment. By written or electronic endorsement of this Agreement, Guest(s) and invitees hereby agree to forever hold-harmless and indemnify Wanderlust Lifespaces and its Property Owners from and against all claims, demands, loss, liability/responsibility of any kind and character, including cost of defense, arising out of or in any way connected with the Guest(s) use of the property.