

HOMZO HOSPITALITY

Excellence in Every Experience

TERMS & SERVICE POLICY

Version 1.0 | Effective Date: April 2025

Governing all service engagements with clients & vendors

Legal & Compliance Department
Homzo Hospitality Pvt. Ltd.

SECTION 1: DEFINITIONS & INTERPRETATION

In this Terms & Service Policy, unless the context requires otherwise, the following terms shall have the meanings ascribed to them below:

Term	Meaning
"Company"	Homzo Hospitality Pvt. Ltd., including its management, staff, and authorized representatives.
"Client"	Any individual, organization, or entity engaging the Company for hospitality services.
"Guest"	Any person availing services at a Homzo Hospitality property or event.
"Services"	All hospitality, event, catering, accommodation, and related services offered by the Company.
"Booking"	A confirmed reservation or agreement for Services made by or on behalf of a Client.
"Agreement"	The contract formed between the Company and the Client upon confirmation of a Booking.
"Force Majeure"	Events beyond the reasonable control of either party, including natural disasters, pandemics, or government actions.
"Confidential Information"	Any non-public business, financial, or operational information exchanged between parties.

References to any statute or statutory provision shall be construed as references to that statute or provision as amended, consolidated, or re-enacted from time to time.

SECTION 2: SCOPE OF SERVICES

2.1 Services Offered

Homzo Hospitality provides the following categories of services, subject to availability and as agreed upon in writing:

Service Category	Description
Accommodation	Room bookings, suite reservations, long-stay packages, and related lodging services.
Food & Beverage	Restaurant dining, in-room dining, catering for events and corporate gatherings.
Event Management	Full-service planning and execution of weddings, corporate events, conferences, and social functions.
Concierge Services	Travel arrangements, transportation, tour coordination, and guest experience management.
Facility Rental	Banquet halls, conference rooms, outdoor spaces, and specialized event venues.
Housekeeping & Laundry	Regular and on-demand housekeeping, linen, and laundry services for guests.
Wellness & Recreation	Spa, fitness centre, pool access, and recreational activities (where available).

2.2 Service Availability

All services are subject to availability at the time of booking. The Company reserves the right to modify, suspend, or discontinue any service with reasonable prior notice. Specific service inclusions and exclusions will be detailed in the individual booking confirmation or service agreement.

2.3 Third-Party Services

Certain services may be fulfilled by vetted third-party vendors. The Company takes reasonable care in selecting partners but shall not be held liable for third-party service failures beyond its direct control. Clients will be notified when third-party arrangements are involved.

SECTION 3: BOOKING, RESERVATIONS & CONFIRMATION

3.1 Making a Booking

Bookings may be made through the following channels:

- Direct contact with the Sales / Reservations team via phone or email.
- Official company website or online booking portal.
- Authorized travel agents, corporate booking partners, or OTA platforms.
- Walk-in reservations (subject to availability).

3.2 Booking Confirmation

A booking is confirmed only upon:

1. Receipt of a completed Booking Request Form (or written purchase order for corporate clients).
2. Payment of the applicable advance/deposit as specified in Section 4.
3. Issuance of a written Booking Confirmation by the Company bearing a unique Booking Reference Number.

Verbal confirmations, tentative holds, or option periods do not constitute a binding agreement unless followed by written confirmation.

3.3 Booking Modifications

- Date or service changes must be requested in writing at least 7 days prior to the event/check-in date.
- Modifications are subject to availability and may attract additional charges.
- Significant changes (e.g., event type, guest count changes of more than 20%) may require a revised agreement.

3.4 Group & Corporate Bookings

Group bookings (10+ guests) and corporate accounts are governed by a separate Master Service Agreement (MSA) or Group Contract, which takes precedence over the general terms in this policy where there is a conflict. Corporate clients are encouraged to contact the Business Development team for customized service packages.

3.5 Guest Identification

At the time of check-in or service commencement, all guests are required to present a valid government-issued photo identification (Aadhaar, Passport, Driving Licence, or equivalent).

Foreign nationals must present a valid Passport and Visa. The Company reserves the right to refuse service to individuals who fail to produce valid identification.

SECTION 4: PRICING, PAYMENT TERMS & INVOICING

4.1 Pricing

All prices quoted are in Indian Rupees (INR) and are inclusive of applicable taxes (GST) unless expressly stated otherwise. Published rates are subject to change without prior notice; however, confirmed bookings will honour the rate quoted at the time of confirmation.

4.2 Advance Payment & Deposit

Service Type	Advance Required
Room / Accommodation	100% of first night's tariff at the time of booking; balance on arrival.
Events & Banquets	50% of estimated value at confirmation; balance 7 days before event date.
Corporate Accounts	As per credit terms agreed in the MSA (typically 30-day credit).
Catering Services	50% advance; remaining upon delivery/completion.
Walk-in Guests	Full payment or valid credit card pre-authorization at check-in.

4.3 Accepted Payment Methods

- Cash (up to INR 2,00,000 per transaction as per Income Tax Act guidelines).
- Credit/Debit Cards (Visa, MasterCard, American Express, RuPay).
- UPI / Net Banking / NEFT / RTGS (for corporate and advance payments).
- Cheques accepted only for corporate accounts with prior approval (subject to clearance).

4.4 Invoicing

Tax invoices are issued for all services in compliance with GST regulations. Corporate clients will receive detailed invoices within 3 working days of service completion. Any invoice disputes must be raised in writing within 7 days of receipt; failing which, the invoice shall be deemed accepted.

4.5 Late Payment

Outstanding amounts not settled within the agreed credit period will attract a late payment charge of 1.5% per month (18% per annum) on the overdue balance. The Company reserves the right to suspend services or future bookings for accounts with overdue payments exceeding 30 days.

SECTION 5: CANCELLATION & REFUND POLICY

5.1 Cancellation by Client

All cancellation requests must be submitted in writing (email to the reservations team). Oral cancellations will not be accepted. The following cancellation charges apply:

Notice Period Before Event/Check-in	Cancellation Charge
More than 30 days	10% of total booking value (admin fee).
15 – 30 days	25% of total booking value.
7 – 14 days	50% of total booking value.
Less than 7 days	75% of total booking value.
Less than 48 hours / No-Show	100% of total booking value — no refund.

5.2 Refund Processing

Eligible refunds will be processed within 10–15 working days from the date of the approved cancellation request. Refunds are credited to the original payment source. Cash refunds are not provided for card or online payments.

5.3 Cancellation by the Company

The Company reserves the right to cancel a booking in the following circumstances:

- Force majeure events (as defined in Section 11).
- Non-payment or breach of these terms by the Client.
- Safety, legal, or regulatory requirements necessitating closure.

In such cases, a full refund of amounts paid will be issued within 15 working days, with no further liability on the part of the Company.

5.4 Non-Refundable Items

The following are non-refundable under any circumstances:

- Customized or personalized items procured specifically for the Client.
- Third-party vendor costs already committed (e.g., floral arrangements, entertainment bookings).
- Processing fees, transaction charges, and administrative fees.

SECTION 6: SERVICE STANDARDS & QUALITY ASSURANCE

6.1 Our Commitment

Homzo Hospitality is committed to delivering services that meet or exceed industry standards and guest expectations. We adhere to applicable food safety, hygiene, fire safety, and hospitality regulations as prescribed by local, state, and national authorities.

6.2 Service Level Standards

Response Time	Guest requests and queries to be acknowledged within 30 minutes during operational hours.
Room Readiness	Check-in rooms to be available by 14:00 hrs (standard); early check-in subject to availability.
F&B Service	In-room dining orders fulfilled within 30 minutes (standard menu); banquet timings as per event schedule.
Complaint Resolution	Guest complaints to be acknowledged within 1 hour and resolved within 24 hours.

6.3 Feedback & Continuous Improvement

The Company actively encourages feedback from guests and clients through post-stay surveys, feedback forms, and direct communication. All feedback is reviewed by the Quality Assurance team. Clients may also escalate unresolved concerns to the Guest Relations Manager or General Manager.

6.4 Limitation of Service Guarantee

While we strive to deliver consistent quality, the Company does not guarantee the availability of specific staff members, room categories, or premium services. Reasonable alternatives will be offered in case of unavailability. Service guarantees, where explicitly committed in writing, are subject to the remedies stated in those commitments.

SECTION 7: CLIENT RESPONSIBILITIES & CODE OF CONDUCT

7.1 General Responsibilities

By engaging Homzo Hospitality's services, the Client agrees to:

- Provide accurate and complete information at the time of booking and throughout the service period.
- Ensure all guests under their booking comply with the Company's policies and applicable laws.
- Make payments in accordance with the agreed schedule.
- Respect the property, assets, and staff of Homzo Hospitality.
- Notify the Company promptly of any changes to requirements, guest count, or special needs.

7.2 Prohibited Conduct

The following are strictly prohibited on all Homzo Hospitality premises:

- Any form of unlawful, abusive, threatening, or violent behaviour towards staff or other guests.
- Possession or consumption of illegal substances.
- Damage or vandalism of property, equipment, or facilities.
- Commercial photography, filming, or recordings without prior written permission.
- Outside food, beverages, or decorations unless expressly authorized by the Company.
- Any activity that disrupts other guests or the smooth operation of services.

7.3 Damage & Loss

The Client shall be liable for any damage caused to the Company's property, equipment, or premises by the Client, their guests, or associates. The cost of repairs, replacements, or deep cleaning will be assessed and billed to the Client at prevailing market rates. A security deposit may be collected prior to high-risk events, refundable within 7 working days post-event, subject to damage assessment.

7.4 Compliance with Laws

The Client is responsible for ensuring that their use of the Company's services complies with all applicable laws, including laws relating to noise, licensing (liquor license where applicable), public gatherings, food safety, and health regulations.

SECTION 8: LIABILITY & INDEMNIFICATION

8.1 Limitation of Liability

To the maximum extent permitted by applicable law, Homzo Hospitality's total liability to any Client for any claim arising from the provision of services shall not exceed the total amount actually paid by that Client for the specific service giving rise to the claim.

8.2 Exclusions of Liability

The Company shall not be liable for:

- Loss, theft, or damage to personal belongings, valuables, or vehicles of guests on the premises. Guests are advised to use the in-room safe and secure parking facilities provided.
- Indirect, consequential, special, or punitive damages, including loss of business, revenue, or profit.
- Service delays or failures caused by events outside the Company's reasonable control, including Force Majeure events.
- Health or medical emergencies of guests, except where directly attributable to gross negligence by the Company.

8.3 Indemnification by Client

The Client agrees to indemnify, defend, and hold harmless Homzo Hospitality, its directors, officers, and employees from and against any claims, damages, penalties, costs, and expenses (including legal fees) arising from:

- The Client's breach of these Terms & Service Policy.
- Any unlawful or negligent act or omission by the Client or their guests.
- Third-party claims arising from the Client's event, activities, or conduct on Company premises.

8.4 Insurance

The Company maintains appropriate commercial liability insurance. Clients organizing large events are strongly advised to obtain their own event liability insurance. The Company may require proof of such insurance for events exceeding 200 guests.

SECTION 9: INTELLECTUAL PROPERTY

9.1 Ownership

All intellectual property of Homzo Hospitality — including but not limited to the company name, logo, trademarks, website content, event concepts, menu designs, and marketing materials — is the sole property of Homzo Hospitality Pvt. Ltd. and is protected under applicable intellectual property laws.

9.2 Restricted Use

Clients and guests shall not reproduce, distribute, publicly display, or commercially use any intellectual property of the Company without prior written authorization. Unauthorized use of the Company's brand assets or proprietary materials may result in legal action.

9.3 Client Content

The Client grants the Company a limited, non-exclusive license to use photographs, videos, and other content captured during events (by the Company's team) for marketing and promotional purposes, unless the Client provides a written objection prior to the event.

SECTION 10: DATA PRIVACY & CONFIDENTIALITY

10.1 Data Collection

The Company collects personal data (name, contact details, identification, preferences, payment information) to facilitate bookings and deliver services. All data is collected and processed in accordance with applicable data protection laws, including the Digital Personal Data Protection Act, 2023 (India).

10.2 Data Use

- Personal data is used solely for service delivery, safety, regulatory compliance, and (with consent) marketing communications.
- The Company does not sell or rent guest data to third parties.
- Data is shared with authorized third-party vendors only to the extent necessary to fulfil the booked services.

10.3 Confidentiality of Business Information

Both parties agree to maintain strict confidentiality regarding the other's proprietary business information disclosed during the course of the engagement. This obligation survives termination of the service agreement for a period of 2 years.

10.4 Data Retention & Rights

Guest data is retained for a period of 7 years for financial and regulatory compliance. Guests may request access to, correction of, or deletion of their personal data by contacting the Company's Data Protection Officer (DPO) at privacy@homzohospitality.com.

SECTION 11: FORCE MAJEURE

11.1 Definition

Neither party shall be held liable for any failure or delay in the performance of its obligations under this Agreement where such failure or delay is caused by events beyond its reasonable control, including:

- Natural disasters (floods, earthquakes, fires, storms).
- Epidemic, pandemic, or public health emergency declared by government authorities.
- War, terrorism, civil unrest, or government-imposed restrictions.
- Power failures, strikes, or labor disputes affecting service infrastructure.
- Any other event that could not reasonably have been foreseen or prevented.

11.2 Notification Obligation

The affected party must notify the other party in writing within 48 hours of the occurrence of a Force Majeure event, along with an estimated duration and its impact on service delivery.

11.3 Remedies

In the event of Force Majeure, both parties shall negotiate in good faith to reschedule or modify the booking. If rescheduling is not feasible, the advance paid (net of costs already incurred) will be refunded within 30 days of the event's conclusion. Neither party shall have any further liability to the other in such circumstances.

SECTION 12: DISPUTE RESOLUTION & GOVERNING LAW

12.1 Amicable Resolution

In the event of any dispute, controversy, or claim arising out of or relating to these Terms or any services provided, the parties shall first attempt to resolve the matter amicably through good-faith discussions within 15 days of written notice of the dispute.

12.2 Mediation

If the dispute is not resolved through direct discussions, the parties shall submit the matter to mediation before a mutually agreed mediator. The costs of mediation shall be borne equally by both parties.

12.3 Arbitration

If mediation fails to resolve the dispute within 30 days, the matter shall be referred to binding arbitration under the Arbitration and Conciliation Act, 1996, by a sole arbitrator mutually appointed by the parties. The seat of arbitration shall be Gurugram, Haryana. The language of proceedings shall be English. The arbitral award shall be final and binding on both parties.

12.4 Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to the arbitration clause above, the courts at Gurugram, Haryana shall have exclusive jurisdiction over any matter arising from this Agreement.

SECTION 13: AMENDMENTS & TERMINATION

13.1 Amendments to This Policy

The Company reserves the right to amend, revise, or update these Terms & Service Policy at any time. Material changes will be communicated to active clients with a minimum of 30 days' prior notice. Continued engagement with the Company after the effective date of changes constitutes acceptance of the revised terms.

13.2 Termination by Client

A Client may terminate an ongoing service agreement by providing written notice as per the notice period specified in the booking contract or MSA. Cancellation charges as per Section 5 will apply. Any amounts owed to the Company at the time of termination remain payable.

13.3 Termination by Company

The Company may terminate or suspend services with immediate effect in the following circumstances:

- Material breach of these terms by the Client that is not remedied within 7 days of written notice.
- Non-payment of dues beyond 30 days of the due date.
- Conduct by the Client or their guests that poses a risk to the safety, reputation, or operations of the Company.

13.4 Effect of Termination

Upon termination, all outstanding amounts become immediately payable. Rights and obligations that by their nature survive termination (including confidentiality, liability, indemnification, and dispute resolution provisions) shall continue in full force and effect.

13.5 Severability

If any provision of this Policy is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be replaced with a valid provision that most closely reflects the original intent.

SECTION 14: ACCEPTANCE & ACKNOWLEDGEMENT

By proceeding with a booking, signing a service agreement, making a payment, or using any service of Homzo Hospitality, the Client confirms that they have read, understood, and agree to be bound by these Terms & Service Policy in their entirety.

For questions regarding these terms, please contact:

Email	legal@homzohospitality.com
Phone	+91-XXXXXXXXXX (Mon–Sat, 9:00 AM – 6:00 PM)
Address	Homzo Hospitality Pvt. Ltd., [Registered Office Address], Gurugram, Haryana

Client / Authorized Signatory Name:	Organization / Company:
Signature:	Date:
For Homzo Hospitality — Authorized Signatory:	Designation:

This document is the property of Homzo Hospitality Pvt. Ltd. and is legally binding upon execution.