

### Hotel Terms & Conditions

#### General

Please take time to read these terms and conditions governing the "www.lotusdesaru.com" website. By accessing this website, you agree to accept, without limitation or criterion, all of these terms and conditions of use. If you do not agree to these terms, please do not use the site.

# **Site Availability**

The Site is accessible worldwide to anyone with Internet access. However, the Site may not be continuously available due to maintenance or repairs or due to computer problems or crashes, disruption in Internet service or other unforeseen circumstances.

#### Use of www.lotusdesaru.com

You may only use this website to make genuine and valid reservations or purchases. You may not use this website to make any fraudulent, false and exploratory reservation. You will be financially liable for all uses of this website. You will be responsible to keep your passwords, login and account information in confidentiality.

### Reservations, Amendment and Cancellations

All reservations are subject to availability. Reservations made on this site are considered conditional until a confirmation number is given to the guest to substantiate the reservations by email or fax. The hotel may, from time to time, communicate with the guests, to re-confirm the reservations and to prevent any simulated bookings.

In the event that the hotel, for reasons beyond its control, need to reject or change a confirmed reservations it will use all reasonable attempt to facilitate the circumstances however if no alternative is provided to the Client, the hotel will return any deposit made and considered it cancelled. This is the limit of the hotel's liability.

Lotus Desaru Beach Resort & Spa does not guarantee acknowledgement of reservations or transactions made on this site arising from unforeseen circumstances, omissions or errors that may sometimes occur.



Any cancellation received within 7 days prior to arrival date will incur the full booking charges. Failure to arrive at the Resort shall be treated as "No-Show" and no refund will be given.

If any refunds is required in the event of cancellations made 7 days prior to arrival date, shall be credited to your card account within 10 business days. Cancellation request submitted before the cancellation due date, there is a administration and banking charge.

Amendments & modifications are not allowed once booking is confirmed.

Check in time starts from 15:00 hours & Check out no later than 12:00 noon.

LOTUS DESARU BEACH RESORT & SPA is registered as a Tourism Tax Operator pursuant to section 12(2) of the Tourism Tax Act 2017 and we are duly tasked with the responsibility of collecting Tourism Tax at the rate fixed and gazette by the Government of Malaysia from "tourists" within the definition under Section 2(1) of the Tourism Industry Act 1992 save where exemptions apply.

With effect from 01 September 2017, tourists who are foreign nationals (i.e. not Malaysian citizens or permanent residents of Malaysia) are liable tourism tax presently fixed at the RM10 per room per night stay (tourism Tax (Rate of Tax) Order 2017 refers).

# **Charges and Payment Terms**

Lotus Desaru Beach Resort & Spa reserves the right to charge a deposit, where applicable, on confirmation of a reservation. If the payments are not complied with, we hold the right to cancel the booking without liability and retain the deposit. Where a deposit is required, payment can be settled by major credit card or in the event where no credit card is available, settlement in cash is necessary to facilitate the booking procedures.

Require a room deposit Rm150.00 for 1bedroom Suite/Rm250.00 for 2bedroom suite/Rm350.00 for 3bedroom suite/Rm450.00 for 4 bedroom suite. Deposit by Cash or Credit Card only and it will refundable after check out time.

#### **Internet Rates**

Lotus Desaru Beach Resort & Spa reserves the right to change, modify and adjust the rates with or without prior notice. The rates are governed and subjected by terms and conditions stipulated by individual hotels.



# **Special Offers and Promotions**

Offers and Promotions are subject to specific terms, conditions and restrictions listed on the site. We reserve the right to modify or alter any program, offer or promotion at any time.

### **Limitation of Liability and Disclaimer**

Lotus Desaru Beach Resort & Spa does not warrant that errors or omissions may sometimes occur. Lotus Desaru Beach Resort & Spa does not warrant the accuracy, timeliness, currency and completeness of the contents, including without limitation, any information relating to rates and room availability. Lotus Desaru Beach Resort & Spa disclaims any warranty of any kind, whether express or implied, as to any matter whatsoever relating to this web site and other worldwide web links including without limitation, as to the merchantability or fitness for any particular purpose.

Lotus Desaru Beach Resort & Spa will not be responsible for any damages including without limitation, damages for loss of profits arising in contract or from your use or inability to use this site.

Lotus Desaru Beach Resort & Spa does not guarantee that this site is free from infection by viruses and shall not be liable for any damages or loss.

In no event shall Lotus Desaru Beach Resort & Spa nor its subsidiaries, agents, divisions, affiliates, representatives or licensors be liable to any indirect, incidental or consequential damages whatsoever (including, without limitation, damages for loss of profits or loss of information) arising from use or inability to use the contents, even if Lotus Desaru Beach Resort & Spa has been informed of the possibility of such damages.

The Site may contain links to other World Wide Web sites, either directly or indirectly and, where possible, we will make clear where such links are being made. Those sites are provided by independent third parties and Lotus Desaru Beach Resort & Spa is not responsible for their availability or content.