

TERMS AND CONDITIONS OF USE

VERSION: 2023V1.0

All references to "Brifaland Hotel & Restaurant ", "we", "us" and "our" in these terms and conditions are deemed to refer to Brifaland Hotel & Restaurant incorporated in Ghana ("Brifaland Hotel & Restaurant"). Further information regarding Brifaland Hotel & Restaurant can be found at <https://brifalandhotel.com>.

All references to "you" are deemed to be references to any customer, user, and/or visitor of <https://brifalandhotel.com> (the "Website").

Acceptance of Terms

Brifaland Hotel & Restaurant permits the use of this Website subject to these terms and conditions ("the Terms and Conditions").

By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions. Your use of any accommodation offered by us will also be subject to applicable provisions of the Terms and Conditions. In the event of any conflict between the Terms and Conditions and any other conditions stipulated elsewhere, including in one of our hotels, the Terms and Conditions as contained herein will prevail.

Use of the Website

The contents of this Website, including any content, information, software, icons, text, links, graphics, layouts, images, sound clips, trade names, logos, trademarks, and service marks are protected by law, including but not to copyright and trade mark law, and are owned by or licensed to Brifaland Hotel & Restaurant and its affiliates. No license to or right in any of such contents is granted to or conferred upon you. Any unauthorized use, distribution, or reproduction of the said contents is prohibited.

By entering this Website, you agree that you will not use any device, software, or other instrumentality to interfere or attempt to interfere with the proper working of the Website

and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

In addition, you agree that you will not use any robot, spider, other automatic devices, or manual process to monitor or copy the pages of the Website or the content contained herein, without the prior written consent from an authorized Brifaland Hotel & Restaurant representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).

You may not use the Website to distribute material that is defamatory, offensive, unlawful or contains hate speech. BECAUSE WE DEAL WITH YOU IN A NON-FACE-TO-FACE ENVIRONMENT, YOU HEREBY WARRANT THAT: ALL YOUR DETAILS AS RECORDED ON THE WEBSITE ARE TRUE AND CORRECT; YOU ARE LEGALLY CAPABLE OF CONCLUDING A TRANSACTION ON THE WEBSITE, AND YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THESE TERMS AND CONDITIONS.

Brifaland Hotel & Restaurant will rely on instructions that appear to originate from you even if they come from someone else impersonating you and to act on any instruction purporting to originate from you unless you notify us of any irregularities.

This Website may provide you with the ability to use usernames, passwords, or other codes or devices to gain access to restricted portions of this Website ("access codes"). The content contained in such restricted areas is confidential to Brifaland Hotel & Restaurant and is provided to you for your business use only. We reserve the right to prohibit the use of such access codes where we determine that such use interferes with the Website's operation or results in commercial benefits or other entities to our detriment.

Disclaimer

THE WEBSITE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, OR NON-INFRINGEMENT, AS MAY BE ALLOWED IN LAW.

While Brifaland Hotel & Restaurant takes reasonable measures to ensure that the contents of this Website are accurate and complete, Brifaland Hotel & Restaurant makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability, or functionality of this website or as to the accuracy, completeness or reliability of any information on this website.

Brifaland Hotel & Restaurant reserves the right to make changes, corrections, and/or improvements to the information and to the products and programs described in such information, at any time without notice. Brifaland Hotel & Restaurant will use reasonable endeavors to maintain the availability of the website, except during scheduled maintenance periods, and reserves the right to discontinue providing the website or the service or any part thereof with or without notice to you. Any person who accesses this Website or relies on this website or the information contained in this website does so at his or her own risk.

In addition to the disclaimers contained elsewhere in these Terms and Conditions, Brifaland Hotel & Restaurant also makes no warranty or representation, whether express or implied, that the information or files available on this website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which can corrupt, destroy, compromise or jeopardize the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. Brifaland Hotel & Restaurant does not accept any responsibility for any errors or omissions on this website.

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Payment Policy

Payment for any reservations or other services for which fees may be charged by Brifaland Hotel & Restaurant shall be payable on the reservation of a bed in the hotel in question. All fees for beds in hotel rooms shall be charged by the hotel using the bank account numbers or payment platforms provided. All payments shall be made before a tenant occupies a room, and where applicable, shall be debited to your account after departure. The rates payable in respect of the provision by Brifaland Hotel & Restaurant of any services and/or goods, including but not to the provision of accommodation at the hotel of your choice,

shall be the current applicable rates of the particular hotel specified by you. Those rates are available from the hotel itself.

The guest is obliged to vacate his room and check out by the time communicated to him by the hotel's management. Failure to do so will render you liable for an additional night's charge unless prior and alternative check-out arrangements have been made with the hotel's management.

You hereby agree that any reservation made by you via this Website constitutes an electronic transaction and that a binding agreement has been concluded between you and Brifaland Hotel & Restaurant and the hotel of your choice authorizing us to deduct or debit your account for payments for services rendered. Your signature shall not be required for authorization purposes.

Guests are required to produce the payment slips issued to them at the bank of payment or the confirmation messages with a valid ID card before check-in at the hotel.

Please Note: During periods of high demand some hotels may require full pre-payment. This would be non-refundable in the event of cancellation. The hotel will contact you should this be a requirement for your reservation.

Cancellation and Refund Policy

Should you cancel the reservation after the confirmation of the reservation, a cancellation fee may or may not be levied against you by the hotel's management.

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These Terms and Conditions do not apply to those websites and Brifaland Hotel & Restaurant is not responsible for the practices and/or privacy policies of those sites or the cookies those sites use.

In addition, because Brifaland Hotel & Restaurant has no control over such external sites and resources, you acknowledge and agree that Brifaland Hotel & Restaurant is not responsible for ensuring the availability of such external websites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources.

Your use of such other websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect, or consequential, arising from your use of such other websites or your reliance on any information contained on those websites. Permission for Hyperlinks, Deep Linking, Crawlers, and Metatags. Nobody may establish a hyperlink, frame, metatag, or similar reference, whether electronically or otherwise (collectively referred to as linking), to this Website or any subsidiary pages before receiving the prior written approval of an authorized representative of Brifaland Hotel & Restaurant, which may be withheld or granted subject to such conditions Brifaland Hotel & Restaurant may specify from time to time.

Furthermore, this Website or any part thereof may not be "framed" or "deep linked" in any way whatsoever. This Website may from time to time contain message boards that allow users to comment on their experience at Brifaland Hotel & Restaurant. At times those comments may contain references to matters not related to Brifaland Hotel & Restaurant. Those references do not necessarily represent the views of Brifaland Hotel & Restaurant.

Limitation of Liability

BRIFALAND HOTEL & RESTAURANT SHALL IN NO WAY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL INJURY, LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, ANY MATERIAL OR CONTENT CONTAINED IN THE WEBSITE OR ANY LINKED WEBSITE, OR ANY INABILITY TO USE THE WEBSITE, OR ANY UNLAWFUL ACTIVITY ON THE WEBSITE, EVEN IF BRIFALAND HOTEL & RESTAURANT WAS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, EXPENSE, CLAIM OR DAMAGES, UNLESS SUCH LOSS OR DAMAGES ARISE DUE TO THE GROSS NEGLIGENCE OF BRIFALAND HOTEL & RESTAURANT. YOU HEREBY INDEMNIFY BRIFALAND HOTEL & RESTAURANT AGAINST ANY LOSS, CLAIM, OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE OR THE RECEIPT BY YOU OF AN ELECTRONIC MAIL FROM BRIFALAND HOTEL & RESTAURANT OR ONE THAT PURPORTS TO EMANATE FROM BRIFALAND HOTEL & RESTAURANT, UNLESS THE LOSS, CLAIM OR DAMAGE ARISES AS A RESULT OF THE GROSS NEGLIGENCE OF BRIFALAND HOTEL & RESTAURANT.

Changes to these Terms and Conditions

Brifaland Hotel & Restaurant reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such change will only apply to your use of this Website after the change is displayed on this Website.

If you use this Website after such updated or amended **Terms and Conditions** have been displayed on this Website, you will be deemed to have accepted such updates or amendments. Termination Brifaland Hotel & Restaurant may in its sole discretion terminate, suspend and modify this Website and/or your use of this Website, with or without notice to you.

You agree that Brifaland Hotel & Restaurant will not be liable to you if it chooses to suspend, modify or terminate this Website or your use of this Website.

Governing Law

The Terms and Conditions shall be governed and interpreted under the laws of the Republic of Ghana and application for any of the services offered on these pages or sites will constitute your consent and submission to the jurisdiction of the Ghanaian courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions about such services.

HOTEL & RESTAURANT

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