

Terms and Conditions

Alamayah[®] terms and conditions and privacy policy

Privacy Policy

Effective date: October 20, 2019

PT ALAMAYAH GRIYA INDONESIA (“us”, “we”, or “our”) operates the <http://alamayah.com> website (the “Service”).

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions below.

ALAMAYAH[®] respects the privacy of your personal information and is committed to ensuring its proper collection, storage, use and disclosure. Please read the following to learn about our Privacy Policy. This Privacy Policy governs your use of the website of the ALAMAYAH[®] at www.alamayah.com.

By visiting this website, and/or use the services offered on or through this website, you shall be deemed to have accepted to be legally bound by the terms and conditions set out herein.

ALAMAYAH[®] reserves the right to modify add, vary or amend all or part of this Privacy Policy from time to time, without prior notice to you.

Definitions

* Service

Service is the <http://alamayah.com> website operated by PT ALAMAYAH GRIYA INDONESIA

* Personal Data

Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

* Usage Data

Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

* Cookies

Cookies are small pieces of data stored on your device (computer or mobile device).

* Data Controller

Data Controller means the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal information are, or are to be, processed.

For the purpose of this Privacy Policy, we are a Data Controller of your Personal Data.

* Data Processors (or Service Providers)

Data Processor (or Service Provider) means any natural or legal person who processes the data on behalf of the Data Controller.

We may use the services of various Service Providers in order to process your data more effectively.

* Data Subject (or User)

Data Subject is any living individual who is using our Service and is the subject of Personal Data.

Personal Information

ALAMAYAH[®] collects personally identifiable information such as name and email address when you register to subscribe to our newsletter, contact us to request further information or to reserve accommodation.

All our email communication with you requires consent, whether explicit or inferred. The emails you receive will contain details regarding unsubscribing from our database.

We will not pass on your personal details on to third party or shared with companies/people outside of the ALAMAYAH[®] team.

This Privacy Policy does not cover the links within this site linking to other websites. We encourage you to read the privacy statements on the other websites you visit.

Our web server automatically receives and records information from your browser on server logs including but not limited to your Internet Protocol address, cookie information and the page you requested. All of this data is anonymous and ALAMAYAH[®] will make no attempt to identify users or their browsing activities. The purpose of this information is to evaluate the performance of the website and to improve the content and format for its users.

Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service to you.

Types of Data Collected

Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you (“Personal Data”). Personally identifiable information may include, but is not limited to:

- * Email address
- * First name and last name
- * Phone number
- * Address, State, Province, ZIP/Postal code, City
- * Cookies and Usage Data

Usage Data

We may also collect information how the Service is accessed and used (“Usage Data”). This Usage Data may include information such as your computer’s Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

Tracking & Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information.

Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- * Session Cookies. We use Session Cookies to operate our Service.
- * Preference Cookies. We use Preference Cookies to remember your preferences and various settings.
- * Security Cookies. We use Security Cookies for security purposes.

Use of Data

PT ALAMAYAH GRIYA INDONESIA uses the collected data for various purposes:

- * To provide and maintain our Service
- * To notify you about changes to our Service
- * To allow you to participate in interactive features of our Service when you choose to do so

- * To provide customer support
- * To gather analysis or valuable information so that we can improve our Service
- * To monitor the usage of our Service
- * To detect, prevent and address technical issues

Legal Basis for Processing Personal Data Under General Data Protection Regulation (GDPR)

If you are from the European Economic Area (EEA), PT ALAMAYAH GRIYA INDONESIA legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Data we collect and the specific context in which we collect it.

PT ALAMAYAH GRIYA INDONESIA may process your Personal Data because:

- * We need to perform a contract with you
- * You have given us permission to do so
- * The processing is in our legitimate interests and it's not overridden by your rights
- * To comply with the law

Retention of Data

PT ALAMAYAH GRIYA INDONESIA will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

PT ALAMAYAH GRIYA INDONESIA will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

Transfer of Data

Your information, including Personal Data, may be transferred to and maintained on computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside Indonesia and choose to provide information to us, please note that we transfer the data, including Personal Data, to Indonesia and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

PT ALAMAYAH GRIYA INDONESIA will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

Disclosure of Data

***Business Transaction**

If PT ALAMAYAH GRIYA INDONESIA is involved in a merger, acquisition or asset sale, your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.

***Disclosure for Law Enforcement**

Under certain circumstances, PT ALAMAYAH GRIYA INDONESIA may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

***Legal Requirements**

PT ALAMAYAH GRIYA INDONESIA may disclose your Personal Data in the good faith belief that such action is necessary to:

- * To comply with a legal obligation
- * To protect and defend the rights or property of PT ALAMAYAH GRIYA INDONESIA
- * To prevent or investigate possible wrongdoing in connection with the Service
- * To protect the personal safety of users of the Service or the public
- * To protect against legal liability

Security of Data

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

“Do Not Track” Signals Under California Online Privacy Protection Act (CalOPPA)

We do not support Do Not Track (“DNT”). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked. You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

Your Data Protection Rights Under General Data Protection Regulation (GDPR)

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. PT ALAMAYAH GRIYA INDONESIA aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data. If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please contact us. In certain circumstances, you have the following data protection rights:

- * The right to access, update or to delete the information we have on you. Whenever made possible, you can access, update or request deletion of your Personal Data directly within your account settings section. If you are unable to perform these actions yourself, please contact us to assist you.

- * The right of rectification. You have the right to have your information rectified if that information is inaccurate or incomplete.
- * The right to object. You have the right to object to our processing of your Personal Data.
- * The right of restriction. You have the right to request that we restrict the processing of your personal information.
- * The right to data portability. You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.
- * The right to withdraw consent. You also have the right to withdraw your consent at any time where PT ALAMAYAH GRIYA INDONESIA relied on your consent to process your personal information.

Please note that we may ask you to verify your identity before responding to such requests.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

Service Providers

We may employ third party companies and individuals to facilitate our Service (“Service Providers”), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

*** Google Analytics**

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.

You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about visits activity.

For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page:

<<https://policies.google.com/privacy?hl=en>>

Links to Other Sites

Our Service may contain links to other sites that are not operated by ALAMAYAH[®]. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services. By clicking or activating such links, you acknowledge that ALAMAYAH[®] does not control over any data or information which you give to any other company after leaving this website. ALAMAYAH[®] shall not be accountable for any damages or loss arising from you accessing such other websites.

Children's Privacy

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Terms of use

By visiting this website, and/or use the services offered on or through this website, you shall be deemed to have accepted to be legally bound by the terms and conditions set out herein.

ALAMAYAH[®] reserves the right to modify add, vary or amend all or part of this terms of use from time to time, without prior notice to you.

Intellectual Property Rights

This website and all materials, including but not limited to photographs, illustration, data, text, images and information on ALAMAYAH[®] activities, products and services offered on this website is protected by copyright, trademark.

Except otherwise provided and agreed by ALAMAYAH[®] team, you are strictly prohibited from uploading, downloading, copying and reproducing, re-publishing, transmitting or distributed in any way, the contents or any part thereof.

Governing Law

These Terms and Conditions are covered in all respects by the Law of Indonesia and any legal action arising under the contract shall be litigated only in the appropriate Court having jurisdiction in that country.

Reservations terms and conditions

The terms and conditions detailed below apply to the booking of accommodation at ALAMAYAH[®] Resort. These terms and conditions contain provisions in the contractual relationship between you and us.

ALAMAYAH[®] reserves the right to modify, add, vary or amend any of these terms and conditions from time to time without prior notice to you.

Rates

All rates are quoted in US Dollars and will be converted to local currency (Rupiah) with the service charge and taxes, at the prevailing exchange rate.

Exchange Rates For Credit Card Payments Are Subject To Change

Indonesian banks can only accept Credit Card payments converted to Indonesia Rupiah. Our reservations office will convert the payments into Rupiah at the current exchange rate based on the day of invoicing. We will send the invoice along with a Credit Card Authorization Form for your perusal.

Due to the fluctuation of currency exchange, Credit Card Authorization Form is only valid for three days. If the form has not been returned to us by fax/email within three days, we reserve the right to send an adjusted form reflecting the up-to-date conversion rate.

Deposit

A deposit of 50% is required to confirm your reservation. On payment of this deposit you will be deemed to have accepted these Terms and Conditions. We reserve the right to cancel a reservation without notice if the deposit is not received within seven days of the booking being made.

Balance

The balance of the billing (including transfer charges) is to be received by us at least 3 months prior to the first day of your stay. We will send an invoice and notice of the balance payment, with a Credit Card Authorization form if required. As our accommodation is limited, if we have not received the balance by the due date, we may assume that you have cancelled your reservation.

Cancellations

Alamayah Island bookings are typically made one year to six months in advance and most international flights inbound to Indonesia are fully booked two to three months prior to planned arrival dates. Therefore we have little chance to re-sell cancelled accommodation and must treat cancelled bookings as unrecoverable.

Cancellations must be received by Alamayah Island IN WRITING either by email or fax. Bookings cancelled or reduced in number are charged as indicated below:

- 120 – 91 days before arrival = 1 night of accommodation
- 90 – 61 days before arrival = 50% of total booking
- 60 – 31 days before arrival = 75% of total booking
- 30 days or less = 100% of total booking

No refund will be given for no-show or days not used resulting from early check out. In case of late arrival, the resort will be happy to extend a stay provided there are villas available however the resort cannot be held accountable for any flight delays or cancellations.

Last Minute Bookings

In the event of a last minute booking made in Bali, payment method is to be prearranged with our Reservations Manager, with full payment received prior to travelling to ALAMAYAH®.

Change Of Arrival Dates Or Days Not Used

We will accommodate requests for a change of a confirmed arrival date provided we have space available for the new dates requested. In such cases there will be no cancellation fee applied. The new confirmed dates will be subject to the Cancellation terms shown above. No refund or credit will be given in whole or in part for days not used resulting from premature departure.

Insurance

We strongly recommend that you take out a comprehensive travel insurance policy at the time of booking. Please ensure that you and all those accompanying you are covered for the full time of your visit against illness, injury, medical evacuation, death, loss of baggage and personal items during travel and stay at Alamayah®, flight and accommodation cancellation and other travel contingencies.

Responsibility

ALAMAYAH® will not be liable for any injuries, loss of or damage to personal equipment and property during your stay with us, and/or during your participation in any of the resort's activities. For your safety, please follow any directions that may be given to you during your stay and/or participation of activities. Guests participating in scuba diving and horse riding activities are required to sign an indemnity release form.

Further Warranties and Limitation of Liability

ALAMAYAH® will not be liable, whether under tort or contract, for any damages or losses suffered or incurred by visitors, including direct, consequential, incidental, special, or indirect damages, arising from or otherwise resulting directly or indirectly from: Delay of international flights, any government restriction, war strike, industrial action, civil commotion, natural disaster or any other event or circumstances beyond ALAMAYAH®'s control.

For surfers

If you are booking ALAMAYAH® to surf, please be advised of the following:

- In order for us to provide you with an unforgettable, crowd-free surfing experience, we set a limit on the number of surfers book at ALAMAYAH® to ten at any given time.
- On a rare occasion that due to extended booking an additional surfer overlaps the ten-surfer quota. However, we are very committed to giving you the best experience and will minimise such instances.
- For a group taking over the resort (reserving the whole of ALAMAYAH®) the quota does not apply, it is up to the group's decision.
- For a group taking over the entire resort there is no limit on the number of surfers. It is a decision left to the group. In the past years, there are reservations stating one surfer whilst there was two or more. This has caused considerable issue and inconveniences to other ALAMAYAH®'s guests. Any additional surfer will be charged at \$150 per night. Therefore, it is essential that we know the number of people that will be surfing at the time of booking's deposit being made. Please note that only the registered surfers will be allowed during their stay at the resort. If there is no notification on the actual number of surfers, we will only permit one surfer on the booking. ALAMAYAH® reserve the right to deny any additional people to surf. For beginners, please advise in advance should you plan to learn to surf or rent beginner's surfboard. Beginners will be required to take a surf lesson prior to surfing on their own. The Instructor will advise of an alternate surf breaks that are appropriate for the correct level of surfing abilities.

ALAMAYAH is a registered trademark of PT Indonesia in Indonesia.

If you have any questions about this Privacy Policy, please contact us by email:
info@Alamayah.com