Office: +62 361 736 288 Email: info@diastana.com www.diastana.com

Terms and Conditions

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Terms and Conditions

Welcome to Di Astana Luxury Villas and our online website <u>diastana.com</u>. This online booking is provided solely to assist agents and customers in gathering travel information, determining availability and making legitimate reservations. The terms "we", "us", "our", and "www.diastana.com" refer to Di Astana Luxury Villas, an Indonesian real estate company and/or our subsidiaries. The term "you" refers to the Client visiting the Website and/or booking a reservation through us on this Website, or through our customer service agents.

Please read this brief guide. Confirmation of a booking by the Client is deemed acceptance of our terms and conditions.

1. Prices

All published rates exclude VAT or local service charges at the current rate. We reserve the right to alter prices for any reason up to the date of booking. After confirmed booking, prices may only be altered to reflect a change in the rate of taxes or for any other reason outside of the control of us, in which case the changes will be notified to the Client. In the latter event, the Client may cancel the booking without cost.

2. Availability

All Villas and rates offered by us are subject to availability.

3. Bookings

All bookings should be handled on our online website diastana.com.

Bookings must be guaranteed with full pre-payment by a credit card, or by agreement in writing with a company, travel agent or hotel booking agency.

Bookings can also be accepted via fax or e-mail, with the necessary information about the Client, ordered villas, number of guests, arrival and departure details. At once our management or agent has a confirmed payment the booking will be registered online.

For non online bookings, 50% of the total fee must be paid within 5 days. The balance of the fee must be paid no later than one month prior to the check-in. For high season final payment should be paid no later than two month prior to check in.

If a booking is made "last minute" full payment should be received immediately.

At least 3 working days are required to process credit card or bank transfer payments. When the booking is confirmed, a reservation number will be supplied, and confirmed via fax or email. This must be retained for access to the booking in the event of the need for cancellation and/or amendment.

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4. Arrival and departure

The villas are available from 3pm local time on the day of arrival.

There may be occasions when our Clients can check in and use all villa facilities, but the bedroom is still being prepared. If guests arrive earlier than this time we will do our best to accommodate the guest but will not guarantee the guest can have access to the villa.

Checkout is by 12am local time. Checkout later than this time will be charged 50% of the daily rate for departures up to 6pm and checkout after 6pm will be charged at the full daily rate. Late checkout will depend on villa availability.

5. Cancellations, amendments and non-arrivals

Cancellations and amendments for bookings made online can be made on our website www.diastana.com. Reservations can be cancelled 2 weeks prior to arrival. In the event of non-arrival or cancellation within 2 weeks of the time of arrival, any deposit paid is non-refundable and the full payment will be charged. Normal terms of payment apply to these charges. For this purpose we reserve the right to set-off the amount payable for such cancellation against the Client's credit card without prior notice or approval of the Client, where applicable.

Amendments will incur a USD 50 fee once booking has been confirmed.

If we cancel before 2 weeks prior to the scheduled day of arrival, our liability to the Client will be no greater than the amount paid by the client in respect of any booking. If we cancel within 2 weeks of the time of arrival, our liability will be limited to the charge for one night's accommodation. Where possible we may but is not obliged nor will it be liable to find alternative accommodation for the Client in the event that we are unable to accommodate the Client.

A cancellation number will be provided at the time of cancellation and this should be retained for future reference.

6. Payment

Settlement of the bill in full, less any advance payments must be made prior to departure. Upon arrival we reserves the right to request pre-authorization of the Client's credit card or where payment is to be by cash (IDR or USD), request the Client to place cash up to an amount of 1.5 times the room rate multiplied by the number of nights booked.

All major credit cards are accepted. Please contact us prior to arrival. Accounts may only be forwarded for payment on completion by the Client and formal acceptance by us of an application for credit facilities, which may be withdrawn at any time. Credit facilities are not offered to private individuals.

All bank charges are the responsibility of the sender.
All sums are due for payment on presentation of the invoice.

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Account information for bank transfer

Account name: DI ASTANA, c/o linAtika Malonda

Jl. BatuBelig 81B, Gang Taman Burung, Kerebokan, Kuta 80361,

Bali, Indonesia

Account No: 6130242322, IBAN/SWIFT: CENAIDJA

Bank: BCA - PT. Bank Central Asia, Jl. Raya Kuta No. 55 X, Kuta 80361,

Bali, Indonesia

7. Client regulations

See our Guest Information on our website for additional terms and conditions.

Events and Parties

Bookings are for vacation purposes and special permission must be obtained for events/parties. Additional fees may apply for events/parties; these fees will be used to compensate the owner/village/police for excessive noise and road congestion. If prior written permission has not been obtained guest will be asked to vacate the premises and no refund will be given.

Damages and Losses

Client are required to leaving the villa and its contents in a clean condition. Any damages or losses will be charged to the Client.

Behavior

We reserves the right to judge acceptable levels of noise or behavior of Clients, guests or representatives, who must take all steps for corrective action as requested by our staff. In the event of failure to comply with management requests, we may terminate the booking or stop any event immediately without being liable for any refund or compensation.

Discrimination

It's our policy not to discriminate on the grounds of race, color, nationality, creed, sex, marital status, age, ethnic origin or disability. Clients, their employees, guests and all sub-contractors engaged by or on behalf of the Client are expected to adhere to this policy and we may, without incurring any liability to the Client, remove from the Villa any person or persons offending against this policy.

8. Comments and complaints

Any comment or complaint regarding the stay should be made to the Villa Manager at the time of visit so that the matter can be resolved immediately.

9. Statutory requirements

Our Villas is subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety. These must be strictly observed by Clients, their guests and representatives.

diastana

Jl. Batu Belig 81 b, Gang Taman Burung Kerebokan, Kuta 80361, Bali, Indonesia

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10. Liability

Other than for death or personal injury caused by the negligence of us, our liability to the Client is limited to the price of the booking.

Unless we are liable under the above clause, the Client indemnifies us from and against any and all liability and any claims, proceedings or damages resulting or arising from the booking, event or function, the Client, guests or any outside contractors of the Client.

We will not be liable for failure to perform to the extent that the failure is caused by any factor beyond its reasonable control.

We does not accept responsibility whatsoever for damage to, or theft from, or theft of, vehicles parked on the property.

We reserve the right to charge guests the cost of rectifying damage, caused by the deliberate, negligent or reckless act, omission, default or neglect of the Clients, their guests or sub-contractors to the hotel's property or structure. Should this damage come to light after the guest has departed, we reserve the right to make a charge to guest's credit / debit card, or send an invoice for the amount required to make good or remedy any such damage, to the registered address. We will however make every effort to keep any costs that the guest would incur to a minimum.

Third Party Liability

We does not accept any liability for services rendered by third parties to Clients notwithstanding that such services may be arranged by us. Any claim, demand, charge, suit or damages which may be incurred by the Clients or their guest (or any person claiming there under) shall be made directly with such third parties and we shall render all reasonable assistance in this regard.

11. Insurance

The client is recommended to have and is responsible for insurance to cover cancellation, curtailment, and loss of baggage, personal effects and money.

12. Data protection

We respect the privacy of every individual who visits our website. The data collected will be used to firstly fulfill any service you might request e.g. to request a brochure, make a booking etc and secondly to improve how, as a company, we serve you. We will under no circumstances give your personal data to third parties. However, unless you specifically ask us not to (and this option is always given) we will use your data to send you further information from us. Any e-mail sent to you will always provide you with the option to unsubscribe.

When making a booking, your credit card or billing account details are only retained for the purpose of handling that individual transaction, unless you ask us to keep these details for future purchases which you may make through us.

In order to process a booking or enquiry, your Personal Information and payment details may be passed to third party service providers and, where we are lawfully requested to do so, regulatory authorities. Such third party service providers will have access to the Personal Information needed to perform the relevant service. They may not, however, use your Personal Information for any other purposes and are required to process your Personal Information in accordance with the law.

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13. Dispute

These terms will be construed in accordance with Indonesian law and we and Client submit to the non-exclusive jurisdiction of the Indonesian courts.

14. Website information

We cannot accept responsibility for any errors or omissions and reserves the right to cancel, amend or vary the details featured in this website without notice. The information contained in this website is provided in good faith. The use of any information from this website is entirely at the risk of the user. We will not be liable for any costs, losses, expenses or damages (whether direct or indirect, special, economic or financial) that may be incurred through the use of any information contained in this website or in any other website linked to this website.

15. Copyright

The content of each page of this website is the property of PT Di Astana Luxury Villas. No part of our website may be reproduced, displayed or republished in any form without prior consent, except that permission is granted to a user to print or photocopy individual pages from our website, provided that this is for personal use only.

16. Web Site Security

Booking online through our website is safe. Security of our website is important for us and we have invested a great deal of time and money to ensure that your details are secure. Our online reservation system uses up to date security software.