



## Disclaimer / Terms & Conditions

PLEASE READ THIS GUIDE TO THE TERMS AND CONDITIONS OF STAYING AT GREAT MOUNTAIN VIEWS VILLA RESORT AND THE TERMS AND CONDITIONS FOR THE USAGE OF THIS INTERNET SITE AND THE ONLINE BOOKING SYSTEM CAREFULLY. BY USING THIS WEBSITE AND THE GREAT MOUNTAIN VIEWS VILLA RESORT ONLINE BOOKING SERVICE, AND BY CHECKING IN AT GREAT MOUNTAIN VIEWS VILLA RESORT, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS DETAILED BELOW, WHICH FORM THE BASIS OF YOUR AGREEMENT WITH GREAT MOUNTAIN VIEWS VILLA RESORT. CONTINUED USE OF THIS SITE ALSO INDICATES THAT YOU ACCEPTED OUR PAYMENT, CANCELLATION AND REFUND POLICY.

Welcome to the Great Mountain Views Villa Resort website, which is owned and operated by Great Mountain Views Villa Resort and its managing company, Polaris Global Solutions Ltd\* ("Great Mountain Views Villa Resort" or "we"). This Agreement describes the terms and conditions applicable to the services available through this website along with Great Mountain Views Villa Resort's mobile and tablet applications ("Site"). This Site is offered to you conditioned upon your acceptance without modification of all the terms, conditions and notices set forth below. By accessing or using this Site in any manner, you agree to be bound by this Agreement. Please read the Agreement carefully. These terms and conditions of use may be changed by Great Mountain Views Villa Resort in the future without further notice. Your continued use of this Site after any such changes constitutes your acceptance of the new or modified terms.

In the Terms & Conditions set out below, the terms "guest(s)", "you" and "your" refer to all persons named on the booking, which includes any individual(s) subsequently added or substituted at a later date. "The Hotel",

"the Resort", "we", "us" and "our" all refer to Great Mountain Views Villa Resort, Banjar Alas Tunggal 80862, Duda, Selat, Karangasem, Bali, Indonesia.

Please print and retain a copy of this Agreement for your records as it may occasionally be updated.

## **1. Website Disclaimer**

Please review the User Agreement carefully before using the [www.greatmountainbali.com](http://www.greatmountainbali.com) site.

All information and materials contained in this website are provided on an "as is" and "as available" basis, without any warranties, representations, statements of any kind, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property.

Great Mountain Views Villa Resort does not warrant the accuracy, availability, completeness or usefulness of the information, content, materials or products contained in this website or any websites linked to it. Great Mountain Views Villa Resort reserves the right to make changes to the Terms and Conditions or any information contained in this website at any time at its sole discretion and without prior notice.

By accessing and using this website, you acknowledge and accept that the use of the site is solely at your own risk. Great Mountain Views Villa Resort shall in no event be liable (to the full extent permissible by applicable law) for any direct, indirect, incidental, consequential or punitive damages whatsoever including but not limited to damages for loss of profits, business interruption or loss of information, arising out of the use or inability to use this website.

The information contained in this website is for general information purposes only. The information is provided by Great Mountain Views Villa Resort and whilst we make every reasonable effort to ensure that the information provided on this site is accurate, we make no representations, warranties or guarantees of any kind, express or implied, regarding the completeness, accuracy, reliability, satisfactory quality, fitness for a particular purpose, compatibility or security of information, products, services, or related graphics contained on the website for any purpose (or to third-party

information, products and services). Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage, including without limitation indirect or consequential loss or damage, or any loss or damage whatsoever arising from use or loss of use of data or profits arising out of or in connection with the use of this website.

Through this website you are able to link to other websites which are not under the control of Great Mountain Views Villa Resort. We have no control over the nature, content and availability of those sites. Linking should not be taken as endorsement of any kind of the website linked to, including any products and services referred to in that website, nor does it imply that there is an association between Great Mountain Views Villa Resort and the operators of that website. Great Mountain Views Villa Resort cannot guarantee that these links will work all the time and has no control over the availability of linked pages. We advise you to read the privacy statements of other sites when you leave [www.greatmountainbali.com](http://www.greatmountainbali.com).

Great Mountain Views Villa Resort does not endorse, nor are we responsible for, statements made by third parties on our website (for example, in the section 'Testimonials').

Every effort is made to keep the website up and running smoothly. However, Great Mountain Views Villa Resort does not guarantee uninterrupted access to this website. Great Mountain Views Villa Resort does not accept any responsibility for any damages which arise from the loss of use of this information.

Copyright in this website belongs to Great Mountain Views Villa Resort and its managing company, Polaris Global Solutions Ltd\*, unless otherwise indicated.

## **2. Making a booking**

By making a booking you are confirming that you are authorised to do so on behalf of all persons named in the booking and you are acknowledging that all members of your party agree to be bound by these Terms & Conditions.

When your booking has been made, a confirmation will normally be sent to you by email using the email address that you have supplied. Booking confirmations are subject to the availability of accommodation at the Hotel.

You should carefully check the details of your confirmation as soon as you receive it. You must contact Great Mountain Views Villa Resort immediately if any of the details are incorrect or incomplete. For bookings with an arrival date of forty-eight (48 hours) or more, please contact Clare at [clare@greatmountainbali.com](mailto:clare@greatmountainbali.com). For bookings with an arrival date that is less than forty-eight (48) hours away, and for all other urgent enquiries, please contact our resort manager, Nyoman Selamat, on +62 8585 701 3416 (from a foreign phone) or 08585 701 3416 (from an Indonesian phone).

We will always endeavour to rectify any inaccuracies or accommodate any alterations you wish to make to your booking. We cannot, however, accept liability for any inaccuracies that are not brought to our attention within seven (7) days of issuing your confirmation, nor can we accept responsibility for inaccurate information that you have supplied.

### **3. Paying for your booking**

When you make your booking, either your credit or debit card details will be required, or you can pay for your booking directly via your PayPal or Bitcoin account. Full payment for your accommodation is required at the time of booking, while full refunds are given for bookings cancelled up to seven (7) days prior to the date of arrival. See our Payment, Cancellation & Refund Policy for charges that may be taken in case of a late cancellation.

Unless stated as part of your booking, additional items such as (but not limited to) the cost of external telephone calls, meals, drinks and travel expenses are not included in the price of your stay. If you incur any such additional costs you must settle the sum involved on your departure from the Hotel. All excursion and travel fees are payable to resort manager Nyoman Selamat prior to taking part in the activity in question or going on a trip. Your food & drinks bill can be settled with the resort manager upon departure. At the resort, we accept some creditcards (Visa and Mastercard), US dollars and Indonesian rupiah. Unfortunately we do not accept personal cheques.

### **4. Price changes**

Great Mountain Views Villa Resort reserves the right to increase or decrease the price of unsold rooms or packages at any time. The price of your chosen break will be confirmed when your booking is made and, with the exception of any "obvious errors", we will not increase this price once it has been confirmed. We reserve the right to correct any errors in advertised and

confirmed prices and will do so as soon as we become aware of an error. We will notify you of any price discrepancies relating to your booking should they arise, but we strongly advise you to check that the final price of your booking is correct before making your final confirmation.

## **5. Price guarantee**

On receipt of written confirmation the prices quoted and confirmed in writing by the Hotel remain fixed, except for any alterations in the government rates of taxation, for which we reserve the right to alter pricing to take account of any variation.

## **6. Amendments to your booking**

You should notify us of any amendments to your confirmed booking by telephone or in writing. Please contact resort manager Nyoman Selamat on +62 8585 701 3416 (from a foreign phone) or 08585 701 3416 (from an Indonesian phone) or write an email to [clare@greatmountainbali.com](mailto:clare@greatmountainbali.com) as soon as possible. Amendments are subject to availability and those made within the cancellation period (see below) may be subject to cancellation charges.

## **7. Cancellations and refunds**

In order to avoid cancellation and/or non-arrival charges, guests should observe Great Mountain Views Villa Resort's refund and cancellation policy, which is up to seven (7) days prior to 2 p.m. on the day of arrival, with the exception of some offers and packages and where otherwise stated. See our Payment, Cancellation & Refund Policy for charges that may be taken in case of a late cancellation. Please check at the time of booking if you are unsure of any of our cancellation procedures.

## **8. Cancellations and changes made by the Hotel**

In the unlikely event that Great Mountain Views Villa Resort is unable to accommodate a confirmed reservation it may be necessary to offer an alternative of an equal or a superior standard. If at any time we need to make changes that will significantly affect your stay or we need to cancel your stay, we will tell you as soon as possible, offering a suitable alternative or a refund. This does not apply to minor changes or events during your stay, resulting from unusual or unforeseeable circumstances beyond our control.

We cannot be held responsible for cancelling your booking as a result of your failure to comply with any requirement of our Booking Terms & Conditions, and we cannot be held liable for any expenses, costs or losses incurred by you as a result of any change or cancellation.

If a guest or a member of your party behaves in a way that causes or is likely to cause danger, upset or distress to a third party or to hotel or guest property, we are entitled, without prior notice, to curtail the stay and request that the person(s) concerned leave the Hotel. No refunds or return travel arrangements will be made and we will not pay any expenses or costs incurred as a result of such a curtailment.

### **9. Additional or special requests**

All additional or special requests are subject to availability and we cannot guarantee the provision for special requests. Any additional requests made should be prior to your arrival at the Hotel, giving reasonable advance notice.

### **10. Third-party suppliers**

Elements of your stay at Great Mountain Views Villa Resort may include services supplied by third parties (for example climbing Mt Agung, rafting, ferry tickets or tickets to local attractions, et cetera). Such third-party suppliers will usually have their own set of Terms and Conditions relating to the services they provide. You should consult any third-party Terms and Conditions soon after making a booking if your break includes such items. See also our Disclaimer below.

### **11. Medical conditions**

If you or any member of your party has a medical problem or disability which may affect your stay, please contact Clare ([clare@greatmountainbali.com](mailto:clare@greatmountainbali.com)) to advise us so that we can make provision for the particular needs of the person(s) concerned, or advise you if we are unable to make such provision. If details are not provided to us at the time of booking, the Hotel reserves the right to cancel the booking should it be unable to make appropriate provision for a specific need or needs.

### **12. Circumstances beyond our control**

We cannot accept responsibility for unforeseen circumstances beyond our control. These include (but are not limited to) adverse weather conditions,

fire, riot, war, terrorist activity (or threat of such activity), industrial dispute, natural disaster, or injuries and death of an individual(s) through accidental circumstances unconnected with the Hotel.

By making a booking you are accepting responsibility for any damage or loss caused by yourself or a member of your party. Full payment for any such damage or loss must be paid to the Hotel owner or manager on demand. If you fail to do so, you will be responsible for meeting any claims subsequently made (together with our own and the other party's full legal costs) as a result of your actions. See also our Disclaimer below.

### 13. Complaints or comments

We take our guest satisfaction very seriously. If you are dissatisfied with any aspect of your stay, you should bring the problem or issue to the attention of resort manager Nyoman Selamet or a senior member of staff at the Hotel as soon as possible so that all reasonable efforts can be made to rectify the situation. If, for any reason, the issue cannot be resolved to your satisfaction and you wish to make a complaint, you should put it in writing and send it by email or post to Clare Anderson, booking manager Great Mountain Views Villa Resort, at [clare@greatmountainbali.com](mailto:clare@greatmountainbali.com) (email) or Great Mountain Views Villa Resort, Banjar Alas Tunggal, 80862, Duda, Selat, Karangasem, Bali, Indonesia.

### 14. General Information

**Opening hours:** Our reception is open daily from 7.00 a.m. until 22.00 p.m., and longer if the need arises. If you wish to check-in to the Hotel out of these hours, please discuss this with your booking manager at the time of booking.

**Payment Methods:** We accept some credit cards (Visa and Mastercard) and cash (rupiah or US dollars). It is also possible to settle your bill via PayPal or Bitcoin. Please contact Clare at [clare@greatmountainbali.com](mailto:clare@greatmountainbali.com) at least seven (7) days in advance of your stay to discuss this option.

**Arrival and departure:** Your room(s) will normally be available from 2 p.m. on the day of arrival. Rooms must be vacated by 12 noon on the day of departure, unless otherwise sanctioned at the discretion of the Hotel manager.

**Parking:** There is limited, free parking at the entrance of the Hotel.

**Pets:** Pets are not accepted in the Hotel, with the exception of guide dogs.

**Smoking Policy:** Smoking is NOT allowed inside the rooms of Great Mountain Views Villa Resort. Outside, on the balcony's and in certain sections of the restaurant smoking is allowed, but please respect our non-smoking guests.

**Taxes:** All prices include government tax at the prevailing rate at the time a payment is made.

**Tourist attractions:** To avoid disappointment you should check the dates and seasonal and/or daily opening times of any tourist attractions or local festivals prior to travelling to the Hotel or the attraction concerned.

**Accuracy of information on this website:** Whereas we endeavour to ensure the information contained within this website is as accurate as possible, there will inevitably be instances where information may be incorrect or out of date. It is always advisable to check specific details that may be relevant to your booking prior to making that booking. For example, information relating to regional or local attractions or festival is intended for your general information and any changes to such attractions or facilities are beyond our control. We reserve the right to amend or remove information at any time and do not accept responsibility for keeping copies of any amended or deleted information.

## 15. Insurance

All activities have inherent risks to health and safety and Great Mountain Views Villa Resort will not be responsible for any eventualities related to any activities or services booked through the Great Mountain Views Villa Resort website or directly with the management during or related to your stay at Great Mountain Views Villa Resort. Customers are therefore strongly advised to take out their own holiday insurance before travelling to Bali to ensure that they cover themselves for any eventualities. It is your responsibility to ensure that any insurance cover you have provides adequate cover for your needs and for the duration of your stay.

## 16. Our liability to you

We accept liability for, and totally restricted to, services booked via the Great Mountain Views Villa Resort website in accordance with the Terms &

Conditions current at the time of booking. We cannot accept any other form of liability. See also article 19 below, 'Limitation of liability'.

### **17. Third-party websites and viruses**

Great Mountain Views Villa Resort cannot be held responsible for the accuracy, content, or availability of information about our hotels or our organisation that may be found on third-party websites. Neither are we responsible for the content or privacy policies of any third-party websites that have links to or from the Great Mountain Views Villa Resort website ([www.greatmountainbali.com](http://www.greatmountainbali.com)).

Attempts to interfere with the operation of our website, by whatever means, or any attempt to place an unreasonable or disproportionate load on our website or server infrastructure is prohibited.

In the event of our website failing to operate, either in whole or in part, due to infections by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond reasonable control, we reserve the right in our sole and absolute discretion to prohibit usage of our site and to cancel, terminate, modify or suspend the site.

### **18. Copyright (c) Great Mountain Views Villa Resort and Polaris Global Solutions Ltd\*. All rights reserved.**

All copyright and other intellectual property rights in all text, images, sounds and other materials on this site is the property of Great Mountain Views Villa Resort and its managing company, Polaris Global Solutions Ltd\*. No reproduction of any part of this site may be sold or distributed for commercial gain or modified or incorporated into any other work, publication or site.

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Internet, intranet, extranet or other site or computer environment is strictly prohibited.

Information on our site is intended for your reference only. If you have any specific queries you should contact Great Mountain Views Villa Resort directly.

Great Mountain Views Villa Resort nor any party involved in creating, producing or delivering this site shall be liable for any damages arising out of any access to, use of, or inability to use this site.

### **19. Limitation of liability**

Great Mountain Views Villa Resort is responsible for providing the room(s) and add-ons stated in the booking confirmation(s) and according to our Terms and Conditions. We do not accept any liability for failure to provide the services contracted or any of them due to circumstances beyond our control.

To the extent permitted by law, Great Mountain Views Villa Resort does not accept any liability arising out of any occurrences beyond its control including, but not limited to, acts of terrorism, acts of God, flood, war, strikes, riot, theft, delay, cancellation, civil disaster, government regulations or changes in itinerary or schedule (collectively, "Force Majeure").

Without affecting any statutory consumer rights or other laws that cannot be lawfully excluded or limited, Great Mountain Views Villa Resort will not be liable for loss of any kind whatsoever arising out of, caused by, attributable to or resulting from your booking, your use of the Great Mountain Views Villa Resort website or your stay at the Great Mountain Views Villa Resort, even if caused or contributed to by Great Mountain Views Villa Resort 's negligence, wrongful act / omission or breach of our Booking Terms and Conditions or breach of duty or otherwise.

All activities have inherent risks to health and safety and Great Mountain Views Villa Resort will not be responsible for any eventualities related to any activities or services booked through the Great Mountain Views Villa Resort website or directly through the Hotel during or related to your stay at Great Mountain Views Villa Resort. If you engage in any activity or excursion organised by Great Mountain Views Villa Resort, you agree that you do so at your own risk, are voluntarily participating in these activities or excursions, assume all risk of injury to yourself, and agree to release and discharge

Polaris Global Solutions Ltd (the company managing Great Mountain Views Villa Resort) from any and all claims or causes of action, known or unknown, arising out of Great Mountain Views Villa Resort's negligence.

Great Mountain Views Villa Resort will not be responsible for any loss or damage of property left in a guest's room and/or the Hotel property at all times. Guests are advised to obtain insurance to cover curtailment, loss of or damage to personal effects, damages, personal injury and money/valuable belongings.

## **20. Website Privacy Policy**

### **Information Collection and Use**

We collect information from our users at several points on the website - this is for customer service and enquiry purposes. Great Mountain Views Villa Resort and its managing company Polaris Global Solutions Ltd\* are the sole owners of the personal information collected from this site, and we will not to use this information outside of our organisation.

### **Enquiry Forms**

We request information from users on our enquiry forms. Users have to provide contact information (such as name, address and telephone number(s)). This information is used to fulfill customer enquiries. If we have a query, this contact information is used to get in touch with the user.

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