

TERMS & CONDITIONS OF ADAARAN SELECT HUDHURANFUSHI

Cancellation Policy

Default:

If cancelled or modified, 7 days prior to the date of arrival, no fee will be charged. However, please note that the transaction fee is non-refundable under any circumstances.

If cancelled or modified later or in the event of a no-show, the total price of the reservation will be charged.

For Reservations from 24th December 2015 – 10th January 2016:

Cannot be cancelled (Non-refundable) or modified. Please note that the transaction fee is non-refundable under any circumstances.

Child and Infant Policy

Guests under 2 years are considered as infants and guests between 2 – 11 years are considered as children at Adaaran Resorts.

Check-In / Check-Out Time

Check-in is at 14.00 hrs and the check-out is at 12.00 hrs. Early check-in & late check-out is subject to availability.

Payments

The resorts accept payments only in Cash (USD / Euro) or with Credit Card (Visa / MasterCard / AMEX). Travellers cheques will not be accepted.

Transfers

The resort will not allow guests to utilize transfers which do not belong to the resort due to safety reasons. Please note that the transfers will only be arranged on a combined basis.

Seaplane transfers only fly in daylight hours to Adaaran Select Meedhupparu and Adaaran Prestige Water Villas.

1. If your flight arrives BEFORE 3.30pm, a transfer to the hotel will be arranged the same day.
2. If your flight arrives AFTER 3.30pm, you will need to make arrangements for an overnight stay in Male'.
3. If your flight departure is PRIOR to 8.30am, the resort will not be able to arrange the transfer. As such you will need to make arrangements for an overnight stay in Male'.

Surfing at Adaaran Select Hudhuranfushi

Please note that any surfer arriving without a prepaid surf pass between March and October will not be allowed to surf during the course of their stay.

Legal Terms

Web Site User Agreement

This Web Site is owned and operated by AITKEN SPENCE HOTEL MANAGERMENTS (PRIVATE) LIMITED, a company duly incorporated under the company laws of Sri Lanka, bearing Company Registration No. PV 126 and having its registered office at No. 315, Vauxhall Street, Colombo 2, in the Democratic Socialist Republic of Sri Lanka (hereinafter, as and when the context so requires, called and referred to as "AITKEN SPENCE HOTELS").

By accessing and using this Web Site, you agree to be bound by the terms and conditions of use, set out herein below. The attached terms of online reservations will apply, when you make your reservations online and shall form part and parcel of this Agreement. The Principals of Data Protection of AITKEN SPENCE HOTELS is also annexed hereto for your reference.

Terms and Conditions of Use

This Web Site is owned and operated by AITKEN SPENCE HOTEL MANAGERMENTS (PRIVATE) LIMITED, a company duly incorporated under the company laws of Sri Lanka, bearing Company Registration No. PV 126 and having its registered office at No. 315, Vauxhall Street, Colombo 2, in the Democratic Socialist Republic of Sri Lanka (hereinafter, as and when the context so requires, called and referred to as “AITKEN SPENCE HOTELS”).

By accessing and using this Web Site, you agree to be bound by the terms and conditions of use, set out herein below. The attached terms of online reservations will apply, when you make your reservations online and shall form part and parcel of this Agreement. The Principals of Data Protection of AITKEN SPENCE HOTELS is also annexed hereto for your reference.

1. ACCEPTABLE USE

You may use this Web Site in accordance with these terms and conditions for lawful and proper purposes complying with all applicable laws, regulations and codes of practice in Sri Lanka or other jurisdictions from which you are accessing the Web Site. In particular you agree you will not

- 1.1 Post, transmit or disseminate any information via this Web Site which is or may be harmful, obscene or otherwise illegal.
- 1.2 Use this Web Site in a manner which causes or may cause infringement of the rights of another.
- 1.3 Use any software, routine, procedure or device to interfere or attempt to interfere with the operation or functionality of this Web Site including but not limited to making available corrupt data, viruses via whatever means or interfere with its availability to others.
- 1.4 Deface, alter or interfere with the look and feel of this Web Site or underlying software code.
- 1.5 Take any action that imposes an unreasonable or disproportionately large load on the Web Site or related infrastructure.
- 1.6 Obtain or attempt to obtain unauthorized access by whatsoever means to any of the Aitken Spence Hotels networks.

Where Aitken Spence Hotels believe in its absolute discretion that you are in breach of any of these terms and conditions, without prejudice to any of their rights at law or otherwise, they reserve the right to deny you access to this Web Site.

2. INTELLECTUAL PROPERTY RIGHTS AND RESTRICTIONS ON USE

All trademarks, service marks, copyright, database rights, and other intellectual property rights in materials on this Web Site as well as the organization and layout of this Web Site together with the underlying software belong to Aitken Spence Hotels or its licensors. The trademark, service mark and logos of Aitken Spence Hotels, namely Adaaran Resort and Heritage Hotels; and its licensors shall not be used, modified or adapted in any way without the prior written authorization of Aitken Spence Hotels. The material on this Web Site and the underlying software codes may not be copied, modified, altered, published, broadcast, distributed, linked to another Web Site, sold or transferred whole or in part without express

written permission. However, the information contained here may be downloaded, printed or copied for your personal non-commercial use.

DISCLAIMER, LIMITATION OF LIABILITY AND INDEMNITY

1. This Web Site has been compiled in good faith by Aitken Spence Hotels. No representation is made or warranty given, either express or implied as to the completeness or accuracy of the information that it contains, that it will be uninterrupted or error free or that any information is free of bugs, viruses, worms, Trojan horses or other harmful components.
2. To the maximum extent permitted by law, Aitken Spence Hotels disclaims all implied warranties with regard to information, products, services and material provided through this Web Site. All such information, products, services and materials are provided “as is” and “as available” without warranty of any kind.
3. This Web Site may contain links to Web Sites operated by third parties. Such links are provided for your reference only and your use of these sites may be subject to terms and conditions posted on them. Aitken Spence Hotels’ inclusion of links to other Web Sites does not imply any endorsement of the material on such Web Sites and Aitken Spence Hotels accepts no liability for their contents.
4. By accessing this Web Site you agree that Aitken Spence Hotels will not be liable for any direct, indirect or consequential loss or damages of any nature arising from the use of this Web Site, including information and material contained in it, from your access of other material on the internet via web links from this Web Site, delay or inability to use this Web Site or the availability and utility of the products and services.
5. You further agree to indemnify, hold Aitken Spence Hotels harmless from and covenant not to sue Aitken Spence Hotels for any claims arising from using this Web Site.

3. MODIFICATION OF TERMS

Aitken Spence Hotels may make improvements and/or changes in the products, services and prices described in this Web Site at anytime without notice. Changes are periodically made to the Web Site. Aitken Spence Hotels may amend these terms by posting the amended terms on this Web Site. Continued use of this Web Site following such changes shall constitute your acceptance of such changes.

AGE AND RESPONSIBILITY

You represent that you are of sufficient legal age to use this Web Site and you possess the legal right and ability to enter into this Agreement and use this site in accordance with all of the applicable terms and conditions and create binding legal obligations for any liability you may incur as a result of the use of this Web Site under your name or account including, without limitation, the use of your account by any third parties including minors living with you.

PRIVACY POLICY

Aitken Spence Hotels is using a secured Web Site for transaction of personal data communicated. We do not capture personal information without your knowledge or your permission. You will only be asked to provide personal information when you are taking advantage of this site’s interactive products and services.

FEEDBACK

Aitken Spence Hotels is free to use, reproduce, disclose and or distribute the information, ideas, know-how in your feedback to others without limitation and for any purpose whatsoever.

OTHER TERMS

This Agreement constitutes the entire terms governing your access to dealings with and use of this Web Site. Separate arrangements may attach to products or services you obtain, purchase or use from the site. You can find details of these terms under those particular products or services, or from the service providers.

GOVERNING LAW

The laws of the Democratic Socialist Republic of Sri Lanka govern the use of this Web Site and you irrevocably submit to the non exclusive jurisdiction of the courts of Sri Lanka. Aitken Spence Hotels reserves the right to bring proceedings against you in the country of your residence.

The principles of data protection

Aitken Spence Hotels takes the protection of your privacy and your personal data very seriously. We would therefore like to explain what data we collect, what we use it for and how we protect your data. These data protection principles do not apply to Web Sites that may be accessed by clicking on hyperlinks on main web pages.

General information on data protection and the purpose of data storage

What data do we collect?

Reserving

Whenever you make a hotel reservation using the Adaaran Resorts Web Site, we collect the data that we require to make the reservation, particularly your name, telephone number and e-mail address (“contact details”), as well as your arrival and departure dates, the name of the hotel and the type of room reserved (“reservation details”).

Contact

General questions may be addressed to us using the Contact field. In order to enable Aitken Spence Hotels to process your enquiries, we collect your contact details. This data is deleted again once the enquiry has been dealt with.

Who gets my data?

Whenever you make a reservation using the Adaaran Resorts Web Site, your reservation details are passed onto your chosen hotel to enable the reservation to be made. Apart from this, your data is not passed on to any third parties. Under no circumstances will the Adaaran Resorts Web Site sell or lend out your contact details. In exceptional circumstances, legal regulations, judicial or official orders may require us to hand data over to the relevant authority or court. However, this is only undertaken within the framework of our legal obligations.

Information on data protection

How safe is it to transfer data to the Adaaran Resorts Web Site?

All data you provide to the Adaaran Resorts Web Site is encoded and transmitted using the SSL (Secure Sockets Layer) protocol. This is a tried-and-tested system used by browsers the world over to encrypt data automatically before transmitting it to the intended recipient.

How secure is my data on the Adaaran Resorts Web Site database?

We apply the Adaaran Resorts Web Site's strict safety standards for our database and Internet server in order to provide effective protection against loss, misuse, divulgence, alteration and deletion of and unauthorized access to your data.

Cookies What are cookies?

Cookies are small parcels of information that your browser stores on your computer's hard disk. They simplify reservation by automatically calling up frequently used data on sites you have already visited. You can set your computer, not to store any cookies on your computer. However, this may prevent you using some of the functions we offer.

Questions

You may request to view your stored personal data at any time. You also have the right to correct, delete or (in the case of incorrect data) bar such data. Contact details should be amended under the Adaaran Resorts Web Site. However, contractual and/or legal regulations, particularly those relating to accounting and payment, may prevent certain data from being deleted or amended.

Online Reservations**General Terms & Conditions**

Scope: Adaaran Resorts Online These General Terms & Conditions apply to reservations made personally using the worldwide Adaaran Resorts Web Site hotel reservation system. A maximum of two to five rooms (02 – 05) may be reserved online. Reservations of more than two to five rooms (02 – 05) may be made by forwarding a request to our reservations department. Reservations, once confirmed are binding.

Currency Conversion Policy

This website accepts payments in United States Dollars (US\$) only. Please note that neither Aitken Spence Hotels Managements (Pvt) Ltd nor the Hotel owning Company it represents on this website, will be liable for any exchange rate losses/gain due to any transactions/refunds processed irrespective of customer's credit/debit card currency.

Adaaran Group Ltd

7th Floor

STO Aifaanu Building

Boduthakurufaanu Magu

Male

Republic of Maldives

T: +960 6640375