

# Terms & Conditions

Welcome to Mamyr Resort and Events Place! By using our Resort Event Management System, you agree to abide by the terms and conditions outlined below. These terms apply to all bookings made for the resort, hotel, and event venues via this platform.

**Please read these terms carefully before making any bookings.**

## 1. Booking & Reservation

- **Eligibility:** Users must be at least 18 years of age to book any services via the platform. They must also provide a valid ID and show their business credentials to the resort to prove their eligibility.
- **Booking Process:** To make a booking, users must provide accurate details, including full name, contact information, payment details, and any additional requirements (e.g., room preferences, event specifications).
- **Confirmation:** A booking is considered confirmed once you receive an official booking confirmation email or notification. Any reservation made without this confirmation will not be considered valid.
- **Booking Modifications:** You may modify or cancel your booking through the system, provided such changes comply with the cancellation and modification policy.

## 2. Payments & Charges

- **Pricing:** All pricing for resort accommodations, hotel rooms, and event venues are displayed clearly on the platform. Prices are subject to change based on seasonality, availability, or promotions.
- **Payment Methods:** We only accept certain payment methods, namely GCash and on-site cash payments. Down payments must be made before the time of booking unless otherwise stated.
- **Refunds:** Our business does not provide refunds for down payment upon cancellation. Users are encouraged to ensure that their booking information, as well as their schedules for their desired booking dates are accurately provided to avoid the need for cancellations.

## 3. Check-in & Check-out

- **Hotel & Resort:** Early check-ins or late check-outs are subject to availability and may incur additional charges.
- **Event Venue:** Event venue access will be granted as per the agreed-upon event time. Additional charges may apply for extended event hours.

#### 4. Limitation of Liability

- **Hotel/Resort Liability:** Our liability for any loss, injury, or damage incurred during a stay or event is limited to the amount paid for the booking. We are not liable for any indirect or consequential damages.
- **Event Liability:** The resort is not responsible for any third-party event organizer's actions or services. Any complaints regarding event services should be directed to the event organizer.

#### 5. Privacy & User Data Policy

We respect your privacy and are committed to protecting your personal data in compliance with the Data Privacy Act of 2012 (Republic Act No. 10173) and other relevant Philippine data protection laws. By using our platform, you agree to the collection, storage, and use of your data as outlined below.

- **Types of Data Collected:**
  - Personal Information: We collect your name, email address, phone number, and other personal details you provide during booking.
  - Payment Information: Payment details, such as GCash account numbers and billing information, are processed securely through third-party payment gateways.
  - Booking Data: We collect details of your bookings, such as accommodation type, check-in/check-out dates, event preferences, and any additional services requested.
- **Use of Data:**
  - We use your personal and booking information to process and manage your reservations, send booking confirmations, and provide customer support.
  - Payment details are used exclusively for processing payments and are never stored on our servers.
  - We may use your contact information to send promotional offers, newsletters, and updates about our services (you can opt-out at any time).
- **Data Protection:**
  - We implement security measures to protect your personal and payment information during transmission and storage.
  - We comply with the Data Privacy Act of 2012 and other applicable laws in the Philippines to ensure your data is handled with utmost care and confidentiality.
- **Retention of Data:** We retain your data only for as long as necessary to fulfill the purpose for which it was collected, including legal and accounting obligations. If you wish to delete your data, please contact us directly.

- **Your Rights:**
  - Access: You have the right to request a copy of your personal data.
  - Rectification: You can request corrections to any inaccuracies in your personal data.
  - Deletion: You can request the deletion of your personal data, subject to certain legal exceptions.
  - Opt-Out: You can opt out of marketing communications at any time by following the unsubscribe instructions in emails or contacting us directly.

For more information about how we handle your personal data, please refer to our full Privacy Policy available on our website.

## 6. Modifications to Terms & Conditions

We reserve the right to modify these terms and conditions at any time. Any changes will be effective immediately upon posting on the platform. Users are encouraged to review these terms regularly.

## 7. Dispute Resolution

Any disputes arising from bookings or the use of our Resort Event Management System shall be resolved through binding arbitration in the jurisdiction of San Ildefonso, Bulacan, Philippines. In the event that arbitration is not possible, disputes will be subject to Philippine laws and resolved in the appropriate court.

## 8. Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of the Philippines.

## 9. Contact Information

- Email: [mamyresort128@gmail.com](mailto:mamyresort128@gmail.com)
- Phone: (0998) 962 4697
- Address: Sitio Colonia Gabihan, San Ildefonso, Bulacan

## 10. Business Partner Terms

- **Eligibility:** Business Partners must be at least 18 years of age to register and offer services via the platform.
- **Registration:** Business Partners must complete a registration process and provide accurate business details, including the business name, contact information, services offered, and any additional requirements. Once approved, Business Partners will be granted access to manage and offer their services through the system.

- **Bookings & Reservations:**
  - **Customer Interaction:** Business Partners can list their services on the platform for customers to book. While Business Partners can view the bookings made for their services, they do not have the ability to approve or reject bookings.
  - **Booking Details:** All bookings made through the platform will be reflected on the Business Partner's page, and any relevant customer details will be provided for them to coordinate and prepare for the service being offered.
  - **Admin Communication:** The Admin will contact the Business Partner directly once their services have been booked by a customer. This communication will include the booking details and any necessary information regarding the event or service.
- **Commission & Fees:**
  - **Commission Disclosure:** The commission rate applicable to Business Partners will be disclosed after the scheduled event between the Admin and the Business Partner. This will allow for transparent and mutually agreed-upon terms following the completion of the event.
  - **Payment Terms:** After the scheduled event, the admin will inform the Business Partner of their commission, and payments will be made according to the agreed-upon schedule, after deducting the commission fee.
- **Liability & Responsibilities:**
  - **Service Delivery:** Business Partners are fully responsible for delivering the services they offer to customers. They must ensure that services are provided as described, in a timely manner, and meet the standards expected by the customer.
  - **Customer Complaints:** Any complaints or disputes regarding the services provided by the Business Partner should be resolved directly between the Business Partner and the customer. The resort is not responsible for the actions or services of Business Partners.
  - **Indemnity:** Business Partners agree to indemnify and hold harmless Mamyr Resort from any claims, losses, or damages that arise from their services or the actions of their employees, contractors, or representatives.
- **Booking Modifications & Cancellations:**
  - Business Partners may request modifications or cancellations to bookings, if necessary, but such changes will still be subject to the customer's terms, as well as Mamyr Resort's cancellation and modification policy.
  - Business Partners should communicate directly with customers if any changes need to be made to the booking or service.
- **Promotions & Advertising:** Business Partners may participate in promotional campaigns, discounts, or special offers on the platform. Any such offers or campaigns will be subject to mutual agreement and will be advertised on the platform.
- **Compliance with Laws:** Business Partners are responsible for ensuring that their business and services comply with all applicable laws and regulations, including those related to safety, licensing, and tax obligations. Mamyr Resort is not responsible for the legality of the services offered by Business Partners.