



## GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are applicable to any commercial relationship between the Company ("PT. True Blue Bali" and / or "SAMA-SAMA") and the Customer. Please read them carefully as they set out the bilateral respective rights and obligations. These General Terms and Conditions apply both to all non-binding reservation requests and all binding bookings as set out herein.

The following names and terms herein have the meaning set forth below:

Company: PT. True Blue Bali ("Masmara Resort" or "MR") and SAMA-SAMA ("S2")

Customer: Person making the booking and participant in the activities offered by the Company, including any family members or affiliated persons stated in the booking

### 1. CONTRACT CONCLUSION / BOOKING

#### 1.1. Contract conclusion

The reservation request must be made via email, via telephone or in person. The contract between MR / S2 and the Customer takes effect upon email receipt of the booking confirmation and / or invoice from MR / S2 by the Customer. With submitting the reservation request, the Customer implicitly accepts these General Terms and Conditions.

#### 1.2. Booking

- All reservation requests and bookings are subject to availability.
- Unconfirmed requests or reservations are automatically deemed as 'unavailable'.
- All requests, reservations and bookings are executed based on the prices and conditions effective at the moment of booking and as notified in the invoice.
- All Customer's requested options and/or (additional) services, including single-room option shall be explicitly specified by the Customer at the moment of reservation and are considered as bindingly booked.
- For bookings of domestic flights for S2 Boat Trips a booking fee of EUR 5,- (or equivalent amount in Indonesia Rupiah as invoiced) / flight / person will apply.
- The minimum age to make a booking is 18 years.
- State of health / Physical fitness: With the booking, the Customer warrants and confirms that he / she is physically fit and has no conditions or injury that would prevent them from participating in or that could be negatively affected by surf activities and / or a boat trip. To participate, a certain level of swim skills and physical fitness are required, which the Customer warrants and confirms to fulfill. In case of doubt, a doctor should be consulted.

### 2. INSURANCES AND TRAVEL DOCUMENTS

#### 2.1. Insurance

We strongly recommend travel medical insurance, which covers the return transport of a patient from abroad, travel cancellation insurance, accident insurance and luggage insurance for every Customer. The Customer is solely responsible to take out such recommended insurances directly.

#### 2.2. Travel documents

The Customer is solely responsible for the procurement of all necessary travel documents such as passport (at least 8 months valid), visa etc. and must make sure that the passport has sufficient blank pages for the visa, arrival and departure stamps.

### 3. PAYMENT CONDITIONS

#### 3.1. General

After contract conclusion and email receipt of the invoice by the Customer, which is considered as booking confirmation, the invoice must be paid according to the following conditions:

#### Invoices which are made out prior to arrival of the Customer:

- Payment must be made in full and without any deductions within 14 days after receipt of invoice to the account indicated in the invoice.
- Invoices, which are submitted within 1 month before arrival of the Customer shall be paid immediately.
- In case of payment delays, regardless of the reason for such delay, the Company has the unilateral right to cancel the booking. In that case, the Customer will be informed via email.

#### Invoices which are made out in Bali:

- Invoices for accommodation, surf lessons or Surf Guiding & Coaching, which are handed out to Customers at the Masmara Resort or to external guests, shall be paid immediately and in full as invoiced at the MR reception, before usage of the booked service or arrangement, in cash. Credit cards are accepted.
- Invoices for products bought and / or consumed at Masmara Resort (for example Bar, Shop) and / or additional services (laundry service etc.) shall be paid at the MR reception weekly, each Monday at the latest, and at the latest prior to check-out, in cash. Credit cards are accepted.

### 4. CANCELLATION AND REBOOKING

#### 4.1. Cancellation and rebooking by the Customer

Every cancellation or rebooking request by the Customer must be submitted via email to [reservation@masmararesort.com](mailto:reservation@masmararesort.com). In case of cancellation by the Customer, the following cancellation fees may apply depending on the time of cancellation at the discretion of the Company. The cancellation period commences on receipt of the cancellation notice.

#### Cancellation Fees

Before departure – MR		Before departure – S2	
Up to 41 days	0%	Down payment	25%
40 to 21 days	25%	90 to 61 days	70%
20 to 01 days	70%	60 days to trip start	100%
Day of arrival	100%		

Customers who want to cancel their bookings, have the right to assign a suitable replacement person before departure, provided that the replacement person fulfills the conditions set out in these General Terms and Conditions. Rebooking is subject to availability and at the sole discretion of the Company. If rebooking is not possible due to lack of availability, the above mentioned cancellation conditions and fees take effect.

#### MR Surf Packages & MR Experiences

- Book with Masmara Resort only.
- Early booking, up- & down grades are mandatory.
- Booked Surf Packages, Sessions & Experiences can only be cancelled within 24 hours before the event.
- MR cannot be held responsible for poor surfing or weather conditions including a possible non-surf or other MR experiences.
- Surf Packages, Sessions & MR Experiences cannot be postponed and are not transferable to another person.
- In case you do not join a booked session on time because of sickness or any other reasons then your session will not be refunded.
- Rebooking, up- & down grades are subjected to availability and at the discretion of MR.

#### Domestic Flights for S2 Boat Trips

Cancellation and rebooking of domestic flights for S2 Boat Trips are subject to the airlines' booking and cancellation conditions. Booked and issued "Promo" tickets are non-refundable. The Company is under no condition responsible for airline policies or costs and expenses incurred in that regard.



#### 4.2. Cancellation by the Company

MR / S2 reserves the right to unilaterally resign from a contract under the following conditions:

##### Cancellation because the minimum number of participants for S2 boat trips is not reached

If the minimum number of participants (= 6 persons) is not reached, the Company has the right to cancel the contract at the latest one week before the scheduled start of the boat trip. Payments already made by the client will be refunded. Any expenses incurred above and beyond the original invoiced amount will not be refunded.

##### Extraordinary circumstances

If the booked service and / or arrangement cannot be provided due to force majeure (e.g. epidemics, storms, catastrophes, strikes, political unrest, war, terrorism, unforeseeable mechanical problems), or if certain conditions, in the discretion of the Company, present unacceptable danger to the Customer, the Company has the right to cancel the contract with immediate effect. Payments already made by the Customer will not be refunded. Any expenses incurred above and beyond the original invoiced amount will not be refunded.

#### 4.3.

For the purpose of any cancellation of the contract the parties waive the requirements under 1266 and 1267 of the Indonesian Civil Code to the effect that a judgment will not be required to give effect to a termination.

### 5. PRICES AND SERVICES

#### 5.1. Prices and change of prices

The invoiced price includes the services as stated in the current MR / S2 documentation and the invoice determines the booked services. Additional agreements shall only be valid if confirmed in writing by the Company. MR / S2 reserves the right to change its prices without prior notice, if conditions change (e.g. newly introduced or changed fees of third party providers, governmentally imposed price regulations and/or currency fluctuations).

#### 5.2. Services and change of services

MR / S2 reserves the right to change its offer or individually agreed services due to extraordinary circumstances (e.g. force majeure, governmental regulations, delays of third parties, weather and oceanic conditions). If any essential service is changed, the Customer will be informed as soon as possible.

### 6. DISCLAIMER

Masmara Resort / S2 adheres to high safety standards. Its employees must attend regular safety and first aid formation and training classes according to approved Australian standard as well as internal coaching training. By providing qualified drivers, individual mentoring of the surf groups and carefully choosing the surf spots according to the surf level of the participants, the Company keeps the accident and injury risk low. However, the Customer of any of the MR / S2 services, arrangements and activities fully and unconditionally acknowledges and accepts that his participation in the activities is at the Customer's own risk.

The Customer fully, irrevocably and unconditionally releases, waives and holds harmless the Company, its offices, agents and / or employees from all claims, losses, damages, commitments, expenses (including legal costs) during or in conjunction with his / her participation in the MR / S2 activities, which may arise from, but are not limited to any injury, accident, illness, death, material damage or personal damage to the Customer or others. That also means, MR / S2 is not responsible for theft, delays, traffic obstructions and time lags or expenses of the Customer which may result from such circumstances.

The Customer also indemnifies the Company, its officers, agents and / or its employees against all claims, losses, damages or expenses that any one or more of his / her executors, administrators, heirs, next of kin, successors or assignees may have in conjunction with his / her participation in the MR / S2 activities, and against any costs including legal fees that may be incurred as a result of any such claims, losses damages or expenses whether valid or not.

The Customer bears all costs for medical care and acknowledges that he/she was advised to procure sufficient insurance cover.

MR / S2 is not responsible for services provided by third parties.

The Customer is responsible for any damage and loss of property or equipment of the MR / S2.

### 7. EXCLUSION OF PARTICIPATION

The Customer has to follow the instructions of the MR / S2 staff implicitly. If the Customer conceals physical and / or health issues, is unfit, acts irresponsibly and / or causes disturbances that endanger the provision of the service and / or the health or the image of other participants or the Company and its employees, the Customer can be excluded from the participation in Masmara Resort / S2 offer after being warned by the Company. In that case, the contract is terminated without notice, already paid costs are not refunded and any additional costs incurred are to be paid by the Customer in full and immediately.

### 8. RISK

Sport and adventure trips, especially surf and boat trips, carry with them some degree of risk. Each Customer must carefully judge whether his / her state of health and fitness level permit to undertake such sport and trip. The Customer consents to receive medical treatment which may be deemed necessary by Masmara Resort / S2 in the case of injury, accident or illness during the course of undertaking a surfing lesson or taking part in any other activities associated with surfing lessons, and also agrees to fully and unconditionally indemnify the Company in the respect of such medical treatment.

### 9. DATA USAGE AND DATA PROTECTION

The Customer agrees and consents that he / she may be photographed and / or filmed during his / her stay and / or activities in connection with Masmara Resort / S2, and also agrees that the Company may use such recordings for promotion and / or advertising purposes without any prior or further consent required.

The Customer agrees and consents that his / her personal data may be used by the Company for marketing and market research purposes.

The Company assures that all personal data will be treated confidentially and not be transferred to any third party other than necessary to fulfill the booking or deliver the requested service.

All digital contents (text, graphics, layouts, photos, video footage, etc.) found under [www.masmararesort.com](http://www.masmararesort.com), [www.samasamaboattrips.com](http://www.samasamaboattrips.com) as well as all printed contents of MR / S2 are the sole and exclusive property of MR / S2 and may not be used, copied, reproduced, modified, duplicated or distributed wholly or in parts without prior express written permission of the Company.

### 10. INEFFECTIVENESS OF INDIVIDUAL PROVISIONS

The ineffectiveness of individual provisions of the General Terms and Conditions does not affect the validity of the remaining provisions.

### 11. PLACE OF JURISDICTION AND APPLICABLE LAW

The place of jurisdiction and applicable law is the place of residence of the Company. Legal claims against the company shall be governed in all respects by and in accordance with the laws of Indonesia.

Company postal address:

PT. True Blue Bali/ Jalan Pantai Pererenan no. 170 / 80351 Canggu / Bali / Indonesia