

The BALICAMP & SAMA SAMA GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are applicable to any commercial relationship between the Company ("CV Bali Camp" 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: CV Bali Camp ("the Balicamp" or "BC") and SAMA SAMA ("S2")
Customer: Client / Participant

1. CONTRACT CONCLUSION / BOOKING

Contract conclusion

The reservation request must be made in written form via email, via telephone or in person. The contract between BC / S2 and the Customer takes effect upon email submission of the booking confirmation and / or invoice from BC / S2 to the customer.

With the booking, the Customer implicitly accepts the General Terms and Conditions of the Company.

Booking

- All reservations are subject to availability.
- Non confirmed requests or reservations will be canceled after 2 weeks.
- All requests, reservations and bookings are executed based on the prices and conditions effective at the moment of booking.
- All customer required options and services including single-room option shall be explicitly specified by the Customer at the moment of booking and are considered as bindingly booked.
- For bookings of domestic flights for S2 Boat Trips a booking fee of EUR 8,- / flight / person will apply.
- The minimum age to make a booking is 18 years.
- State of health / Physical fitness: With the booking, the Customer confirms that he / she is physically fit and has no conditions or injury that could be affected by surf activities and / or a Boat trip. To participate, swim skills and physical fitness are required. In case of doubt, a doctor should be consulted.

2. INSURANCES AND TRAVEL DOCUMENTS

Insurance: We 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. For offers, contact [sky-Reisen](#) or [Surdien Rush](#).

Travel documents: Each participant is responsible for the procurement of 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

General

After contract conclusion and email submission of the invoice, 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 invoice date 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, the Company has the 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 Guiding and Coaching, which are handed out to Customers at the Campsite or to external guests, shall be paid immediately and in full at the BC reception, before usage of the booked service or arrangement, in cash, either in IDR or EUR. The prices in IDR are calculated according to the current exchange rate used by the Company. Credit cards can not be accepted.
- Invoices for products bought and / or consumed at the Balicamp (for example Bar, Shop) and / or additional services (laundry service etc.) shall be paid at the BC reception weekly, each Friday at the latest, and prior to check-out, in cash, either in IDR or EUR. The prices in IDR are calculated according to the current exchange rate used by the Company. Credit cards can not be accepted.

4. CANCELLATION AND REBOOKING

Cancellation and rebooking by the Customer:

Every cancellation or rebooking request must be submitted in written form via email to office@thebalicamp.com. In case of cancellation, the following cancellation fees may apply depending on the time of cancellation. The cancellation period commences on receipt of the cancellation notice.

Before departure – BC

Up to 41 days	0 %
40 to 21 days	40 %
20 to 01 days	70 %
<u>Day of arrival</u>	100 %

(of the invoice amount will be retained by the Company)

Before departure – S2

Up to 91 days	0 %
90 to 61 days	50 %
60 to 31 days	75 %
<u>30 days to trip start</u>	100 %

(of the invoice amount will be retained by the Company)

Participants who want to cancel their booking have the right to assign a replacement person before departure, who fulfils the conditions set out in these General Terms and Conditions. Rebooking is subject to availability. If rebooking is not possible due to lack of availability, the above mentioned cancellation conditions take effect. Cancellation and rebooking of domestic flights for S2 Boat Trips are subject to the above mentioned cancellation conditions.

On site (at the Balicamp) – BC Surf Packages

Cancellation on site is possible before the first session / class and with a 60 % charge on the package price.

Downgrade / rebooking on site is only possible from BIG (Balicamp Intensive Guiding) to BBG (Balicamp Basic Guiding) or to BSS (Balicamp Surf School), before the first session / class and with a 10 % charge on the BIG package price as originally booked. The refund can be offset against the client's consumption bill, be paid back in cash or via bank transfer (fees on client account). Rebooking is subject to availability.

Surf session rule: If the participant arrives or departs in the midst of an ongoing surf school week (Mo – Fr) or an ongoing Guiding & Coaching week (Mo – Fr), the price for the surf package is prorated. Surf Packages and Sessions can not be postponed and are not transferable to another person.

Cancellation by the company:

BC / S2 reserves the right to 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 (= 3 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 can not be provided due to force majeure (e.g. epidemics, storms, catastrophes, strikes, political unrest, war, terrorism, unforeseeable mechanical problems), or if certain conditions present unacceptable danger to the participant, the Company has the right to cancel the contract with immediate effect. Payments already made by the client will be refunded. Any expenses incurred above and beyond the original invoiced amount will not be refunded.

5. PRICES AND SERVICES

Prices and change of prices

The invoiced price includes the services as stated in the current BC / S2 documentation. Additional agreements shall be confirmed in written by the Company. BC / 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 currency fluctuations).

Services and change of services

BC / 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 contract paragraph is changed, the Customer will be informed as soon as possible.

6. DISCLAIMER

The Balicamp / 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 participation at any of the BC / S2 services, arrangements and activities is at the Customer's own risk.

The Customer 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 BC / 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, BC / S2 is not responsible for theft, delays, traffic obstructions and time lags or expenses for the Customer which may result from such circumstances.

The Customer also indemnifies the Balicamp, 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 BC / 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.

BC / 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 BC / S2, for example rented surf equipment.

7. EXCLUSION OF PARTICIPATION

The participant has to follow the instructions of the BC / 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 the Balicamp / S2 offer after being warned by the Company. In that case, the contract is terminated without notice, already paid costs are not refunded and incurring costs are to be paid by the Customer.

8. RISK

Sport and adventure trips, especially surf and boat trips, carry with them some degree of risk. Each participant 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 the Balicamp / 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 indemnify the Company in the respect of such medical treatment.

9. DATA USAGE AND DATA PROTECTION

The Customer agrees that he / she may be photographed and / or filmed during his / her stay and / or activities in connection with the Balicamp / S2, and also agrees that the Company may use such recordings for promotion and / or advertising purposes without any prior consent. The Customer agrees 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. The Customer can terminate this agreement at any time in written form. In that case, the personal data and/or footage will not be used for marketing and market research purposes.

All digital contents (text, graphics, layouts, photos, video footage, etc.) found under www.thebalicamp.com, www.samasamboattrips.com as well as all printed contents of BC / S2 are the property of BC / S2 and may not be used, copied, reproduced, modified, duplicated or distributed wholly or in parts without written permission of the author / proprietor.

10. INEFFECTIVENESS OF INDIVIDUAL PROVISIONS

The ineffectiveness of individual provisions of the contract or 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:

CV Bali Camp

Jalan Petitenget Gang Gagak no. 8

80361 Seminyak / Bali / Indonesia

