

## **Terms & Conditions General Terms & Conditions**

“Rapturecamps Portugal” – 5Gates Unipessoal LDA “Rapturecamps Bali” – NPWP JOMA BALI

When used in these Terms and Conditions, the following names and terms have the below definitions:

### **Companies**

NPWP Joma Bali (Rapturecamps Bali) as (RAPTURECAMPS) 5Gates Unipessoal LDA (Rapturecamps Portugal) as (RAPTURECAMPS)

### **Customer/ Guest / Client / Participant**

Please read these Terms and Conditions carefully as they apply to any and all commercial relationships between the company RAPTURECAMPS and the customer (you). What is written below can be considered standard for the industry and is set forth in as clear and simple terms as possible.

We consider surfing to be far more than a sport. We see it as a lifestyle that embraces freedom rather than rules. However, when two parties enter into a business relationship, set Terms and Conditions must be agreed upon and respected to allow the relationship to run smoothly and in a cooperative manner.

Please familiarise yourself with the following Terms and Conditions, as you are agreeing to these bilateral rights and obligations when you reserve and/or book your stay with us.

### **1. Closing Contracts and making bookings**

All customers must be at least 18 years old to make a booking unless they have the expressed written consent of their parents. Teenagers may stay at RAPTURECAMPS if we receive their parents' consent in writing. Statement of health and physical fitness: By booking, clients confirm they are physically fit and without injuries or physical conditions that may affect or be affected by surfing and activities relating to surfing. Requirements include a good level of physical fitness and competent swimming skills. This is in order to maintain a certain standard of class for group surf lessons at RAPTURECAMPS and avoid other group members becoming dissatisfied due to the physical limitations of one student bringing down the level of instruction. If there is any doubt, potential customers should consult a doctor at their own expense.

### **2. Travel documents**

All required travel documents — including visas and a passport that is valid for at least 8 months from your travel date and has enough blank pages for your visa, arrival and departure stamps. — are the sole responsibilities of guests.

### **3. Invoices made out in Portugal**

Invoices for guests staying at “Rapturecamps Portugal” for products bought and/or consumed at “Rapturecamps Portugal” (surf-guiding and surf-coaching, broken surf equipment, bar, restaurant, spa, etc.) and/or additional services (laundry service, tours, etc.) shall be paid weekly at reception on Friday at the latest, prior to check-out or at before 5 pm at the latest, in cash in local currency (EUR). RAPTURECAMPS will use a tentative currency conversion if paid in USD, but the company is not a money exchange establishment with up-to-date rates. Credit

cards are also accepted with a surcharge of at least 3%.

#### **4. Cancellations and Rebookings**

##### **Cancellations and rebookings made by the customer**

All requests for cancellations or rebookings request must be submitted via email. The cancellation period is defined by the receipt of the cancellation. In cases of cancellation, the below fees may apply, depending on the cancellation date.

60 days in advance 10% 45 days in advance 20% 30 days in advance 40% 20 days in advance 70% 12 days in advance 100%

If a guest does not cancel and does not turn up, they will receive no refund. Those who wish to cancel their booking may transfer it to a replacement person who fulfils the conditions defined by these general Terms and Conditions prior to departure. In such cases, a fee of €50 (EUR) applies.

##### **Prior to rebooking, the following conditions apply**

In order for the company to avoid incurring any losses, the room that was originally booked must have been sold by RAPTURECAMPS to another party. - All rebookings are subject to availability. In all other cases the abovementioned cancellation conditions (including fees) apply.

##### **Cancellation by Rapturecamps**

RAPTURECAMPS reserves the right to opt out of a contract under the following extraordinary circumstances: In the case that certain conditions prevent the booked service and/or arrangement from being carried out or in cases of unacceptable danger, RAPTURECAMPS reserves the right to cancel the contract with immediate effect. Any payments that have been made by the customer are to be refunded. RAPTURECAMPS will not refund any additional expenses incurred above and beyond the original invoiced amount.

#### **5. Prices and Services**

All prices and services are subject to change, though whatever prices and services stated on the invoice and the booking confirmation connected to that invoice will be provided to the customer. Any additional agreements are to be confirmed in writing by RAPTURECAMPS. RAPTURECAMPS reserves the right to change prices without prior notice in the event of changing conditions (currency fluctuations, new governmentmandated price regulations, altered or new fees from third party providers, etc.).

RAPTURECAMPS also reserves the right to change services or offer, whether general or individually agreed upon, in extraordinary cases (e.g., force majeure, governmental regulations, delays of third parties, weather and oceanic conditions). Customers will be informed as soon as possible of any changes to any essential paragraph in their contract.

## **6. Disclaimer**

### **General**

Participation in and at any services, arrangements and activities under the auspices of RAPTURECAMPS is entirely at the customer's own risk. Customers release, waive and hold the company, its offices, agents and/or employees unaccountable from all claims, losses, damages, commitments, expenses (including legal costs) during or in conjunction with their participation in activities conducted and organized by RAPTURECAMPS, arising from, but are not limited to, any injury, accident, illness, death, material damage or personal damage to the customer or to others.

The customer indemnifies RAPTURECAMPS, 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 activities conducted and organized by RAPTURECAMPS, and against any costs including, legal fees, that may incur as a result of any such claims, losses damages or expenses, whether valid or not.

RAPTURECAMPS cannot be held responsible for any disturbances or injuries (noise, bites, stings, rash, allergies, etc.) caused by animals. We have no control or influence over the natural world, neighbours, etc.

The responsibility to inform RAPTURECAMPS of any chronic diseases, illnesses or special needs lies solely with the customer. Such information must be provided prior to the customer's departure in order to insure proper preparation in terms of accommodation and surfing-related activities. The customer fully accepts the risk of any such complications and will not hold RAPTURECAMPS liable for any health issues that may result from his/her chronic condition including omitting to inform us of its existence. Nor is RAPTURECAMPS responsible for any accidents or injuries that may result from the customer's physical activities, such as surfing, cycling, driving, walking, etc.

Though RAPTURECAMPS can arrange the rental of cars or motorbikes for customers, please bear in mind that we are not the company that actually rents these vehicles. We cannot, therefore, be held responsible for any accident or injury resulting from the state, quality or operability of any such vehicle.

Any feature included in a package booked with or by RAPTURECAMPS can only be availed of by the package holder. Any item or feature of a package, whether utilized or not, is strictly non-refundable.

Customers are responsible for any damage inflicted on equipment belonging to RAPTURECAMPS, such as bedding, furniture, etc. Please note that coloured sun cream or temporary tattoos can stain bedding and towels, making them impossible to properly clean.

RAPTURECAMPS is not responsible for any loss of property or theft on our property. Please store your valuables in the built in safety box located in your accommodation.

### **Surfing**

RAPTURECAMPS follows strict standards of safety. Employees regularly attend safety, first aid and surf life saving courses according to Australian or European Standards. All surf lessons are given by Australian/European-certified instructors. We provide trained surf instructors who carefully choose surf spots that match the surf level of participants, thereby maintaining a low accident and injury risk. That said, RAPTURECAMPS is not liable for any accidents or injuries that occurring during surfing and surfing-related activities. However, in the event of injury, customers are responsible for their own medical costs.

Please refer to your medical travel insurance in order to familiarise yourself with any health-related issue that may arise on your trip. The majority of our surf packages include daily surfguiding and/or surfing lessons held Monday through Saturday. If a customer would like additional lessons, held in the afternoons or on Sundays, they may book extra sessions when possible.

Any surf session included in a package can only be availed of by the package holder and if unused, is strictly non-refundable.

If a customer has not booked a surf package, but still wishes to participate in guided surfing or surfing lessons, they can upgrade their package or buy separate surf sessions.

If the customer is not ready to leave for a surf spot at the scheduled departure time, the group may leave without him or her. In these cases the session will not be refunded. Please be ready on time for departure!

The duration of a surfing session is 3 hours max in the water. If all participants become too tired before 3 hours, the session may end early, with the group returning home to “Rapturecamps Bali / Portugal”.

Transfers to surf spots are included in the fees for all surf sessions; surfguiding or surfing lessons. The spots are chosen by the surf instructors who, according to their expertise familiarity with local conditions, select the locations best suited to the level of guests with least risk of safety hazards.

If a guest has booked a standard surf package, but arrives or departs in the middle of an on-going surf guiding and surf-instruction week (Monday-Saturday), the features of the package are not extended or altered to benefit that one guest (for example, over Sunday).

Surf packages, lessons and sessions may not be postponed, nor are they transferable to another person. RAPTURECAMPS offers no refunds for unused features specified in our packages. All activities are planned in advance and cannot be disrupted.

Any damage to rented equipment (surfboards, etc.) or loss of property for RAPTURECAMPS is the responsibility of the customer when such property is in the use of the customer. To avoid liability for the replacement of equipment, surfboard insurance is available at an extra cost, which will be added to the customer’s final bill. Prior to receiving a rental board, the customer must sign a statement affirming that he or she is aware of the board’s condition. After signing, the board is the responsibility of the customer.

RAPTURECAMPS is not responsible for poor surfing conditions. Even if surfing is deemed to be not possible after driving

to a surf spot on a given day, it will still count as a “session”. However, RAPTURECAMPS will make every endeavour to make sure that surf instruction or surf-related activities will take place at the proper spot at the proper time, spending as much time on as many good waves as possible. Nevertheless, there may be days where poor weather, dangerous conditions or low-quality waves make it difficult or impossible to surf. Unfortunately, we can neither control nor predict these factors. Surfing lessons or surf guiding therefore starts when we leave “Rapturecamps Bali / Portugal” and ends when we return to surfcamp HQ. Even when conditions are so poor as to make it impossible to surf, these events will be counted as “sessions”.

RAPTURECAMPS takes no responsibility for services that are provided by third parties. These include public or private transportation, public utilities, etc.

## **7. Exciusion of Participation**

Participants must implicitly follow RAPTURECAMPS’ staff instructions. If a customer fails to disclose physical and/or other health issues, disabilities or other factors that may make him or her unfit for surfrelated activity, acts irresponsibly and/or causes disturbances that result in endangerment of the provision of service and/or the health or the image of other participants

or the company, its reputation and its employees, that customer — after being warned by RAPTURECAMPS staff — can be excluded from the participation in any or all activities run by RAPTURECAMPS. In such cases, RAPTURECAMPS may terminate the contract without any further notice, with no refunds made. Any costs incurred by the actions of the customer are to be paid by the customer.

## **8. Risks**

Surfing holidays, like many adventure and sporting activities, especially water-based ones, include a certain degree of risk. Before participating in surfing, individual potential customers must decide — with the help of a doctor if necessary — whether their current level of physical fitness and health is adequate to engage in such a strenuous physical activity. By entering into contract with RAPTURECAMPS, the customer consents cover all necessary (according to RAPTURECAMPS) costs for medical treatment in eventual cases of injury or illness due to accidents or chance and during a surfing lesson or surf guiding, trail riding, or related activity associated with RAPTURECAMPS. The customer also agrees to indemnify RAPTURECAMPS in case such treatment is necessary.

## **9. Data Usage and Protection**

In the course of our surfing and leisure activities we may film or photograph you for use on our website or in promotional videos, etc. As the customer, you therefore agree that you may be photographed and/or filmed during your stay/in the course of activities and in connection with RAPTURECAMPS. You also consent to RAPTURECAMPS use of such photographs or recordings for promotional and/ or advertising purposes and without additional prior consent. The customer furthermore agrees to allow his or her personal data to be used by RAPTURECAMPS for the purposes of marketing and market research. RAPTURECAMPS offers the assurance that all personal data is to be treated with confidence and will not be willingly transferred to any third parties except with the purpose of fulfilling your booking(s) and providing relevant service. At any point, the customer may terminate this agreement via email. In such a case, your

personal data, images and/or footage will not be used for any of the above reasons.

#### **10. Ineffectiveness of Individual Provisions**

Ineffectiveness of individual provisions stipulated in the contract or of the general Terms and Conditions does not affect the validity of any remaining or additional provisions.

#### **11. Place of Jurisdiction and Applicable Law**

The place of jurisdiction and applicable law is the legal residence of the company, RAPTURECAMPS (“Rapturecamps Bali / Portugal”, respectively). Any legal claim against the RAPTURECAMPS shall be governed in all respects by and in accordance with the laws of Indonesia and Portugal.

#### **Companies**

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