

## **TERMS & CONDITIONS**

Before making a booking payment you must read, understand, and agree to our terms and conditions of booking. If in doubt, or if you have any questions, please email [info@beoceankrui.com](mailto:info@beoceankrui.com) and we will be happy to clarify anything for you.

Any form of payment constitutes acceptance of the Terms and Conditions.

**AMENDMENT DUE TO COVID-19 (Updated May 2023):** If your booking was scheduled to commence between **April 2020 and December 31st 2020**, you are hereby provided additional flexibility to reschedule your booking using the credit trip voucher provided by the Company during 2020 under the terms and conditions for the specific voucher acting solely as credit towards a future trip

Credit Trip Vouchers acquired due to COVID-19 cancellations are subject to applying new and updated Company rates and/or our existent availability

## **LEGAL DEFINITION**

BeOcean Krui is owned and operated by the Indonesian Company with the trading name **"PT. CORAL SAMUDRA INDONESIA"**, and "we", "our", "us", "the Company", refers to the Company, its agents, representatives, servants, contractors, and employees.

>> Prices on our website are based on costs and exchange rates current at the time of publishing and we reserve the right to alter prices at any time pursuant to the terms and conditions contained herein, specially due to exchange rate fluctuations from our the local currency IDR in which all our operational costs are handled and any other currency dealt with in relation to your trip

The "Client" refers to "you", "your", "yourself", and any party traveling with "you". "Commencement" or "Commencing" is defined as being the start date of your trip.

>> Prices and itinerary dates are indicative only and shall not be binding upon us until the Client has paid in full.

>> All published information is accurate to the best of our knowledge at the time of publishing, but please be aware that changes to our trip itineraries can and do occur. We will make every effort to keep the Client informed of any changes, but we cannot be held liable for any alterations or omissions to published itineraries.

>> Please refer to our website ([www.beoceankrui.com](http://www.beoceankrui.com)) for the most up to date prices and information

## **BOOKINGS + PAYMENTS**

To secure a booking

>> **50% of the total cost** of the trip must be paid upon approving your reservation, and if the time before arrival is more than 60 days before Commencement,

Approving a reservation can be made directly thru our website on the “book now” button following our online reservation system or after accepting a booking offer/inquiry previously sent by the property by email/WhatsApp/social media

Whereby deposit is handled directly on the online reservation system and/or directly from a booking offer using the customer portal

Failure to pay deposit within the stipulated timeframe advised by the Company we reserve the right to cancel your provisional/pending booking and sell the spot to someone else

>> **Your deposit is non-refundable\*\***

**\*\*In circumstances**, where you must reschedule your booking given a justified and valid reason due to health problems given a valid doctors report and/or impossibility to arrive due to situations out of your control and which you were unaware of, your booking payment will be held as **credit to be used toward a future booking maximum 1 year after rescheduling \*\*** (terms apply and will be handled on a personal level with the customers circumstances)

**Notifying a trip cancellation 45 days before arrival voids the above circumstance but we can provide with a trip invoice to claim this cancellation to your insurance**

**Alternatively, see- Substitution of a Client.**

>> **If there are less than 45 days remaining until Commencement of the trip**, then we require full payment at the time of booking

>> A booking is accepted and becomes confirmed upon us receiving payment in full.

It is at this point that a contract between us and the Client comes into existence.

>> Before your booking is confirmed, we reserve the right to decline any changes at our discretion, and upon doing so the Company shall be liable to refund any deposited money.

>> The contract is between the Company and the Client, being the person named on the booking confirmation notification.

>> The contract, including all matters arising from it, is subject to Indonesian law and the jurisdiction of the Indonesian Courts.

>> No employee, contractor, or sub-contractor of the Company, other than a director has the authority to vary or omit any of these terms and conditions or promise any discount or refund to any Client.

## **PAYMENTS**

Payment for your trip including all money due must be paid to the Company no later than 45 days before Commencement. Upon failure of balance payment to be made within this period the Company reserves the right to treat the booking as canceled and the Client shall be deemed to have forfeited any deposited money paid.

## **PAYMENT METHODS**

Payments are handled directly from the online reservation system or through our payment form sent by email after a booking inquiry has been accepted and forwarded by email/whatsapp/social media

>> Payments can be made using a **Credit/Debit Card** upon accepting this payment method (WE STRONGLY RECOMMEND THIS PAYMENT METHOD)

All card payments require and are subject to a 2,9% surcharge fee

>> Payments using **bank transfers**,

**We reserve the right to amend payment request links in a different currency due to exchange rate fluctuations**

If you are using the bank transfer payment method as viewed on the payment form / method, please bear in mind the following:

- Triple check our bank details for bank transfers, our name and account details are listed correctly but a wrong account name might bounce back your transfer
- The sender is responsible to cover all transfer fees to destination account
- Sending proof of payment is necessary, please use our email address [info@beoceankrui.com](mailto:info@beoceankrui.com) to sent your payment receipt
- Bear in mind international transfers may take between 7 to 10 days to clear and we are not responsible to cover fees for unsuccessful payments bouncing back to origin
- Note, if you have a WISE account or similar to WISE, this will ease the international transaction, therefore if making an international bank transfer we recommend doing it through your Wise account (remember it's not a wise-to-wise transfer though)

>> **Payments on-site are accepted to settle ONLY services** which have not been previously booked nor paid before arrival such as airport transfers, rental motorbike, bar consumption and any other services we provide at the resort

**These payments will be handled in our local currency and we do not offer money exchange**

### **Payments on-site**

> **by card** with a supplement fee charge of 1,8%

> payments made **in cash in the local currency IDR**

## **DISRUPTIONS TO A FUTURE TRIP**

### **1. Cancellation**

All booking payments made to the Company are non-refundable. If a trip is cancelled for reasons outside of the control of the Company, for example, due to the occurrence of a natural disaster, an act of terrorism, civil unrest, an act of fraud, or any other act or occurrence causing legal incapacity of the Company to deliver on its part, then the Company will endeavour to reschedule your booking to such time that the Company can deliver, and the Client accepts this potential disruption and shall not hold the Company liable in any way.

In extreme circumstances where the Company may ultimately be unable to deliver its services, then the Client accepts this risk and shall not be entitled to seek compensation in such a situation occurring.

>> No refunds shall be payable if you fail to arrive at the transport link at the agreed time and date provided, or if you voluntarily leave a trip for any reason after the trip has begun or if you cannot fulfil your planned trip and/or activities due to unjustified injury or illness.

>> No refunds will be payable for any accommodation, transport, activity, meals or services not utilised.

>> **Travel insurance is compulsory** for all visitors to cover unforeseeable circumstances such as injury, illness, family emergency, flight cancellations, etc

### **2. Rescheduling and/or amendment of guests within the existing paid booking**

If you wish to reschedule and/or amend your booking you must contact us as soon as possible.

A request to reschedule your booking must be made in writing with at least 45 days minimum notice before Commencement by email, and no rescheduling fee shall apply.

Valid justification such as doctors report and/or other relevant information related to the impossibility to the trip is compulsory in order to carry forward your trip credit for a future arrival within 1 year after rescheduling\*\* (conditions apply)

**Rescheduling is not possible if there are no justified reasons**

**If you require to amend number of guests within the existing booking given the following scenarios**

>> Cancel number of guests may result in charging the full amount of these guests if notice is given less than 45 days prior to arrival otherwise we will find the best solution for the new changes without encountering surcharges

>> Additional guests can be added and will be subject to availability and our current rates

### Changes made by the company:

The company reserves the right to make changes to an existing booking or provisional booking (*re-schedule dates if necessary, change allocated room/bungalows if necessary, adjust room rates and advertised rates*) without previous notice, however the property always strives to find the best solution with the best offer in this case scenario to avoid disappointments

The client is entitled to receive a full refund of paid moneys (less admin fees) if declined the new changes to their existing booking or provisional booking.

### 3. Substitution of a Client (also applicable for justified cancellations and/or credit towards a future trip) / Credit Trip Voucher

If any member of a group is prevented from traveling for any reason, the Company may at its discretion, approve a transfer of the booking to another suitable person provided that written notice is given at least 7 days before Commencement. No fees will be imposed for this change and the Company shall not be liable for any increase in costs relating to services not directly provided by the Company.

If the trip has an approved credit for a future trip (named Credit Trip Voucher), the original client must inform by email the substitution of the new client provided their ID card and full name of new client/s

**Failure to receive this, we reserve the right to waive the credit for a future trip**

Credit towards a future trip named as “**Trip Voucher**” can **ONLY** be used **ONCE** within **1 year\*\*** after receiving the voucher, there will be no accumulation towards this voucher

\*\* cancellations due to COVID in the year 2020 and 2021 are subject to using the voucher indefinitely **one time** - substitution of guests (clients) must follow steps above mentioned and can only make use of the voucher **ONCE** - credit will be only allowed towards accommodation costs and it is not accumulated for a future trip

**We reserve the right to waive any remaining balance after check out has been made**

Furthermore,

**The New client** taking the old clients credit will be advised to email us to confirm the trip and will be subject to new rates and availability

We reserve the right to decline, alter and amend the new clients booking at any time if it interferes with another booking which is more profitable to the Company

## **GENERAL AWARENESS TO THE FUTURE TRIP**

### **Surcharges**

Prices on our website that are not quoted in local currency are based on recent currency conversion rates and are not reflective of our true operational costs which are in Indonesian Rupiah.

The Company reserves the right to add a surcharge where appropriate to take into account extreme fluctuations in currency exchange rates, a sudden increase in government taxes on the goods or services we provide, or a sudden increase in fuel, or other operational costs

**During the month of Ramadan which varies from each year expect an increase in all transportation from 20% to 25% of the total cost of transportation by land and organised by the Company**

### **Travel Insurance**

The Client agrees to take out appropriate travel insurance applicable prior to and during a trip

The Client agrees that it is mandatory that their travel insurance policy covers adequate personal accidents and medical evacuation. The Client is responsible for repatriation expenses, as well as the cancellation, change fees, curtailment, loss of personal effects, and all other expenses that might arise as a result of loss, damage, injury, delay, or inconvenience occurring to the client.

The Client, together with their personal property including baggage, are at all times solely at their own risk. Clients are wholly responsible for arranging their own travel insurance. When purchasing insurance; the client is responsible to ensure that there are no exclusion clauses that may limit protection for the type of activities undertaken during their trip. The Client agrees to provide us with their travel insurance provider and policy identification number before visiting and the Client agrees to bring a printed copy of their travel insurance certificate with them while visiting.

### **Passport, Visa, and Vaccinations**

It is the responsibility of the Client to be in possession of a valid passport with a minimum of 6 months validity, visa permits, inoculations, and preventative medicines, as may be required for the duration of the trip. Any information about these matters or related items is given in good faith but without responsibility on the part of the Company.

## **ARRIVAL & DEPARTURE**

>> Check in time to our bungalows/rooms will be from 14.00hrs

>> It will be possible to check in our premises from 12pm and drop off your belongings

>> **Be advised that we don't offer discounts for late check-in**

>> **Check out time from bungalow is at 11.00am**

If you require a late check out between 11am and 4pm this will be based on availability and a supplement will be charged.

>> **Departures after 3pm are counted as additional night booked**

## **KIDS RELATED**

We accept kids under 12 y/o in our premises however always and all times supervised by their parents or another adult within the group (if there was a group), specially when using the pool and/or pool area

With this, we remind parents that the Company offers accommodation services in the form of a surf trip and cannot guarantee the expectations of parents if it interferes with their kids routine

### **Rates related to kids when sharing a bungalow with their parents**

>> Under 5 years old stay for free sharing the same bungalow with parents and/beds provided within the bungalow/room

>> Ages 6 - 12 have a fixed kids rate based on the type of accommodation selected where it can be charged as extra kids cost or included in the rate of the accommodation when sharing bungalow/room with parents

**If within these ages kids are using a different bungalow to their parents they will be charged the full rate as adults**

>> Older kids from 13 y/o are considered adults

## **Responsibility**

The Client acknowledges that participating in our trips requires a degree of flexibility due to the remote location, and understands that the itinerary of a trip, accommodation and modes of transport are subject to change without prior notice due to circumstances beyond the control of the Company. Should the Company deem it advisable to amend an itinerary for any reason, it may do so by shortening, varying, or rerouting any trip. The client will be bound by these changes and will not hold the Company liable for any perceived loss of enjoyment that may result from such changes. While traveling with the Company, the Client will be bound to accept the authority of the Company at all times.

The Client acknowledges that the Company contracts with a network of companies, government agencies, and individuals to assist in the running of its trips. To the best of the Company's knowledge, these third parties are qualified to perform the duties they are contracted to perform. However, the Company will not be held liable for any injury including death, damage, loss, financial loss, delay, or irregularity that may occur due to the behavior of these third parties. The Company does not accept responsibility or liability for any client who contravenes any law or regulation. No employee, contractor, sub-contractor, servant, or agent of the Company has authority to vary these conditions. This agreement is governed by the laws of Indonesia.

## Expectations

The Company does its utmost to ensure you a rewarding and enjoyable travel experience with us.

In the case where we offer guiding we also endeavor to provide you with the best possible experience. We understand that expectations vary from person to person, however, and we cannot guarantee to meet all the expectations of the various people who attend our trips.

By agreeing to these terms and conditions you accept that the Company will not be held liable if our trips do not meet your expectations. This includes, but is not limited to, meeting your expectations regarding the quality or quantity of waves, beaches, pictures and videos, or the quality or quantity of surf guiding, the quality or type of accommodation, the standard or type of transportation, the style of trip leadership and organization, and the extent of your improvement in surfing whilst on a trip with us.

## Dangers

Traveling with the Company may involve risks above and beyond those encountered on a more conventional holiday. The vacations we offer may involve dangerous activities including road travel, boat travel in open ocean swells, trail biking, canoeing, surfing in large swells, all of which have inherent risks and dangers that can result in serious injury or death. Our employment of hosts and guides can by way of experience and knowledge endeavor to reduce some of these risks, but the risks remain inherent in the activities. You must be prepared to accept the risks associated with these activities if you attend our trips.

The safety of roads and the standard of driving practices may also be lower in some of these regions relative to what you are accustomed to. Although we do our utmost to ensure that our drivers adhere to local driving laws and drive carefully and safely, we cannot guarantee your safety while driving with us and the Company will not be held liable for any loss resulting from road accidents that may occur during your travels with us

By agreeing to these terms and conditions you accept the risks outlined in these terms and conditions and fully assume the risks of traveling with the Company. You agree to release the Company from any liabilities connected to these risks



## **++ COVID-19 related issues:**

All guests have gathered the relevant information and are aware of the current travelling situation to Indonesia and within the country as well as the travel advisory on return to the guests country of origin or state of origin within Indonesia.

All guests are liable to take the necessary travel advise and compulsory health documents to enter Indonesia and travel within Indonesia.

The Company is not held responsible for the negligence of their guests during travel advisory and travel alerts.

The Company takes the necessary health and cleanliness protocol to operate the business under a safe and clean environment

## **Miscellaneous and non liabilities**

>> BeOcean Krui is not responsible for airline board fees or baggage policies

>> BeOcean Krui does not accept any responsibility for late arrival or non-arrival of surfboards/surfboard bags or any other luggage

>> We won't be held responsible for delays before or after arrival in terms of war, terrorism, civil unrest, natural disasters, situations beyond our will and control, however we will put all our diligence to assist you if we can in the best way possible without jeopardising our safety and other guests

>> We won't be held responsible for extra costs incurred on your transport due to delays in case we have to re-schedule your transport services, **in which case the Client has the obligation to inform us about any changes to the schedule**

>> We won't be held responsible for Internet/Booking related problems with your reservation at the time of booking

>> We won't be held responsible for legal matters related to drugs, crime, violence, or any unlawful behavior in and out of Indonesia.

>> We won't be held responsible for extra expenses of any kind

>> BeOcean Krui is not responsible for health problems arising during your stay.

>> We do not guarantee that our site, social media, or any other public content, will be free from errors or omissions.

>> The number of persons occupying a bungalow must not exceed the number stated in the booking confirmation. BeOcean Rui reserves the right to ask guests to leave or refuse any booking, which, in its opinion, is unsuitable for the bungalow.

>> BeOcean Krui is not liable for loss of personal belongings if there is negligence on the part of the guest, and after investigation, there is no evidence to warrant any negligence or mischief on the part of the Resort or its staff.

>> If the guest considers that he/she has cause for complaint concerning their stay at BeOcean Krui, then the matter should be taken up with the Resort Manager who in turn will notify the Resort Management Company. In such cases, if the Resort Management Company considers the complaint valid, a refund may be offered. This will have to be discussed and approved among the various strata of the Resort Management Company and might take several weeks to finalize. No liability shall arise beyond the refund of the monies paid. The Resort Management Company will not entertain claims lodged by the guest upon departure or after return home when it is no longer possible to investigate the complaint effectively.

>> The security of guests is of prime importance to the Resort. It is committed to protect your privacy, the confidentiality and the security of the personal information you provided us. The information you provide is necessary to process and confirm your reservation; and may include collecting this information in a personal profile. We may also collect information to allow us to properly process the payment of accounts. The information you provide us may be used to: - Contact you in the event of an amendment to any reservations you hold - Create a profile to assist with any further reservations you made - To inform you by email, if you have so agreed when registering on our site, of our special offers and promotions that may be relevant to you.

>> It is strictly prohibited to offer commercial and non-commercial products or services to guests and other stakeholders without written permission of the Resort ownership company.

>> The company has the right to publish, print, license, promote and sell any photo and video taken by the company or its employees during your stay without your specific consent or permission.

>> BeOcean Krui will not be held responsible for illicit actions that may take place outside our premises, in addition we will not be liable for the consequences that may cause disrespectful behavior towards local customs. This will be entirely your own responsibility.

>> BeOcean Krui will assist you to the best of their knowledge given a situation beyond your scope and which has not been legitimately caused by one of our guests.

>> BeOcean Krui reserves the right to cancel your booking during your stay due to inappropriate and disrespectful behaviour. In this case you're also denied the right to a refund.

### ***Amendments:***

BeOcean Krui can change the content or add to the content within our terms & conditions at any time before, during and after your booking as well as during your stay with us.

Adjust prices at any time without previous notice

BeOcean Krui can alter booking dates due to weather conditions, safety issues, or situation out of our control

### ***Acknowledgment and awareness:***

>> You have been informed about visa entry to Indonesia, and other visa related issues. Please refer to your country of origin if you intend to obtain a different visa.

>> Passport minimum validity of 6 months on entry.

>> You are aware of the importance of traveling with travel insurance

>> You know that you're traveling to a remote destination.

>> Medical issues should be treated accordingly as well as medical advise when traveling to tropical countries.

>> You have been advised on local customs. Should you have further questions on this matter we will do our best to inform you correctly.

>> Guests under the age of 18 must be accompanied by an adult.

>> If you have unforeseen problems we will assist you in any way we can, provided it doesn't put any of the other guests or ourselves in a dangerous situation.

>> Privacy policy

Any information shared during or after the course of your booking will not be mislead or forward to other parties