

THE SHADOW MENTAWAI

TERMS AND CONDITIONS

Season 2026

1. Service, Booking, Price, Payment and Invoicing

1. The Shadow Mentawai is obliged to provide the accommodation and services as contracted once the booking has been confirmed.
2. A **30% deposit is required to confirm the booking**. Once the deposit has been received, the guest will receive a **Booking Confirmation Email**.
3. The **remaining 70% balance must be paid no later than 10 days before arrival**, unless otherwise agreed in writing.
4. The **30% deposit is non-refundable under any circumstances**, except in the specific case of group bookings described in the Cancellation Policy.
5. If a cancellation is made **at least 30 days prior to arrival due to illness or accident, with valid medical documentation**, the **70% balance (if already paid) may be issued as a credit** valid for a future stay within **18 months**.
6. Cancellations made **less than 30 days before arrival**, as well as **no-shows**, are **not eligible for any credit or refund**.
7. The Shadow Mentawai reserves the right to adjust prices if the client requests changes to the **number of guests, rooms, services, or length of stay** and the modification is accepted.
8. Prices include applicable local taxes where indicated. **Mentawai Surf Tax and other government fees are not included** unless explicitly stated.
9. The Shadow Mentawai reserves the right to request **advance payments or security deposits** in accordance with the booking agreement.
10. The client may only offset or reduce payment obligations if the claim is **legally valid and undisputed**.
11. If a guest books as a **solo traveler**, they may share a room with other guests. Guests who prefer a **private room** must pay the full room rate.

2. Group Booking Exception

For **group bookings of 5 guests or more**, if one guest cancels **at least 30 days prior to arrival**, **50% of their deposit may be used by other members of the group toward their outstanding balance**. The **remaining 50% of the deposit will be retained** to cover administrative costs and the loss of the reserved space.

3. Trip Costs

1. Trip prices are based on **exchange rates and fuel costs** at the time of booking.
2. The Shadow Mentawai reserves the right to adjust prices before departure if there are **significant changes in exchange rates, fuel prices, or third-party operator costs**.
3. Trip prices **do not include**, unless stated otherwise:
 - International or domestic flights
 - Accommodation in Padang (except when explicitly included)
 - Visa costs
 - Mentawai Surf Tax
 - Surfboard transport fees on ferries
 - Alcohol
 - Photography services
 - Travel insurance
 - Instructor/Coaching/Rentals
 - Personal expenses or costs due to travel delays

4. Use of Rooms and Services

1. Guests **cannot claim specific rooms** unless a **private room** has been booked and paid in full in advance.
2. Rooms are available **upon arrival** according to the agreed booking schedule.
3. If a guest **arrives late or leaves early** due to personal reasons, transport delays, or other circumstances beyond the control of The Shadow Mentawai, **no refund will be issued**.

5. Health and Travel Insurance

1. **Travel insurance and Medican Insurance is mandatory** for all guests staying at The Shadow Mentawai.
2. Insurance must include **coverage for medical expenses, accidents, and emergency evacuation**.
3. The Shadow Mentawai is **not responsible for any health problems** arising from environmental conditions, travel activities, or personal health circumstances during the stay.

4. Guests should note that **falling coconuts** or other **natural hazards may occur**. The Shadow Mentawai is not responsible for injuries or accidents caused by coconuts or other natural environmental risks.

6. Travel Documents

1. Guests are responsible for ensuring they have **valid passports and visas** required to enter Indonesia. Passports must be valid for **at least 6 months** from the date of departure.
2. The Shadow Mentawai is **not responsible for any issues related to immigration, visas, or entry requirements**.
3. The Shadow Mentawai cannot extend visas but may **recommend local visa agents** if needed.
4. Guests are responsible for complying with **Indonesian laws and regulations**. The Shadow Mentawai will not be involved in any legal matters related to drugs, crime, or illegal activities.

7. Responsibility and Liability

1. Surf conditions are **dependent on weather and ocean conditions**. The Shadow Mentawai cannot guarantee the availability, size, or quality of surf.
2. The Shadow Mentawai will not be responsible for expenses incurred if guests **cannot complete their trip due to personal reasons, injury, illness, or external circumstances**.
3. The Shadow Mentawai and its guides reserve the right to **modify or cancel activities or itineraries** if necessary due to **weather, safety, or operational conditions**.
4. The Shadow Mentawai will not be responsible for **additional expenses caused by delays, natural disasters, mechanical issues, war, or other force majeure events**.
5. No refunds will be issued for any unused portion of the trip due to **injury, illness, unlawful behavior, transport delays, or weather conditions**.
6. The safety of all guests is the **top priority**, and staff may refuse participation in activities if it could place any guest at risk.

8. Disclaimer of Liability

Participation in activities such as **surfing, boat transfers, ocean activities, and travel in remote environments** involves inherent risks.

By confirming the booking and participating in these activities, guests acknowledge that they **voluntarily assume all risks**, including but not limited to:

- Physical injury or death
- Property damage or loss

- Injuries caused by other participants
- Risks related to weather, ocean, or environmental conditions

Guests agree to **release and hold harmless The Shadow Mentawai (PT. USAHA ANAK NEGERI), its owners, employees, guides, contractors, and representatives** from any liability, claim, damage, or expense arising from participation in these activities.

By confirming the booking, guests acknowledge that they **have read, understood, and accepted these Terms and Conditions.**

9. Force Majeure

The Shadow Mentawai shall not be held responsible for any failure or delay in the performance of its obligations due to events beyond its reasonable control, including but not limited to **natural disasters, extreme weather conditions, government restrictions, transport disruptions, pandemics, civil unrest, or other force majeure events.**

In such circumstances, The Shadow Mentawai reserves the right to **modify itineraries, reschedule bookings, or issue credits for future stays at its discretion.** No monetary refunds will be issued.

10. Guest Conduct and Safety

The Shadow Mentawai reserves the right to **refuse service or terminate a guest's stay without refund** if a guest behaves in a manner that is:

- Dangerous to themselves or others
- Disruptive to other guests or staff
- In violation of Indonesian law
- Damaging to property or equipment

The safety and well-being of guests and staff is the **highest priority.**

11. Travel Delays and Missed Connections

The Shadow Mentawai is **not responsible for missed trips, delayed arrivals, or shortened stays** due to **flight delays, ferry cancellations, other transport issues, weather conditions, war, airport closures or other force majeure events.**

Guests are strongly advised to **allow sufficient travel time and obtain comprehensive travel insurance** that covers **trip delays, cancellations, and medical emergencies.**

12. Surf Conditions Disclaimer

Surfing conditions in the Mentawai Islands are **highly dependent on natural factors** such as swell, wind, tides, and weather conditions. While The Shadow Mentawai is located in a world-class surf region, **wave quality and surf conditions cannot be guaranteed at any time.**

Guests acknowledge that **surf conditions may vary significantly** and that The Shadow Mentawai **cannot be held responsible if surf conditions are not suitable for the guest's expectations or ability level.**

No refunds, discounts, or credits will be issued due to **unfavorable surf conditions, lack of swell, or conditions considered too challenging for the guest's surfing ability.**

13. Surfing and Reef Risk Acknowledgment

Guests acknowledge that surfing in the Mentawai Islands often takes place over **coral reef environments**, which can present inherent risks.

These risks include, but are not limited to:

- Cuts and injuries from coral reef
- Collisions with surfboards or other surfers
- Strong currents and ocean conditions
- Marine life encounters

By participating in surfing and ocean activities during their stay, guests **accept full responsibility for these risks** and acknowledge that such risks are **an inherent part of surfing in remote reef environments.**

The Shadow Mentawai (PT. USAHA ANAK NEGERI), its staff, guides, and representatives **shall not be held liable for injuries, accidents, or damages resulting from surfing or ocean-related activities.**

Guests are encouraged to **assess their own surfing ability and physical condition** before participating in surf sessions.

Acceptance of Terms

By confirming a booking with The Shadow Mentawai, guests acknowledge that they have **read, understood, and agreed** to all the Terms and Conditions outlined above.

Guests understand that **participation in activities and stay at The Shadow Mentawai is at their own risk**, and that these terms are **legally binding.**

The Shadow Mentawai, Season 2026