

THE SHADOW MENTAWAI TERMS AND CONDITIONS

Service, booking, price, payment, invoicing

1. The Shadow Mentawai is obliged to have the rooms ready for the client and provide the service as contracted.
2. In order to use the room and additional service the client is obliged to pay the valid price respectively the price as contracted before the arrival.
3. The prices contracted include the legal value added tax (Mentawai Tax, and nor Surf Tax (not included).
4. The Shadow Mentawai reserves the right to adjust prices in case the client requires later amendments regarding the contracted number of rooms, hotel services or length of stay and the hotel agrees to it.
5. Invoices (deposit) without settlement date are payable with no discount within 14 days of the invoice date if not contracted differently.
6. The Shadow Mentawai will book your place after receiving your deposit. After that, the client will receive a Booking Confirmation Email.
7. Invoices (rest to pay) of the hotel without settlement date are payable with no discount up to 10 days before the arrival.
8. The Shadow Mentawai reserves the right to proof greater damage.
9. The Shadow Mentawai reserves the right to charge an appropriate advance payment or bail upon conclusion of the contract or later with regard to legal terms of all-inclusive traveling. The amount of the advance payment and payment date must be contracted in writing.
10. The client is only entitled to offset or reduce a hotel claim subject to an indisputable or legally valid claim.
11. If the client is a solo client, they may share the room with more clients. If the solo client does not want to share the room, they may have to pay the total price of the room.
12. Deposit is not refundable.
13. Since Covid-19, if the guest cannot come due to covid-related reasons or proof **medical important reason**, the deposit can be refunded as a credit with **a voucher to use for future use with 2 years expiration**. The Shadow Mentawai will never return the deposit in the form of a transfer or cash.
14. Rest of the payment (trip amount) is not refundable unless proof **medical important reason**. **In this case we will keep the amount for future trips**. The Shadow Mentawai will never return the balance in the form of a transfer or cash.
15. The Shadow Mentawai is not responsible if the guest has start later because ferry/flights/transport delays or to finish the trip because personal issues but will consider to keep the rest of the days amount to be used in the future in another trip.


Trip costs

1. Trip costs are based on exchange rates and gasoline and diesel prices at the time of booking.
2. The Shadow Mentawai reserves the right to amend the prices prior to the departure of any trip should any fluctuations in currencies, fuel prices, operator services, etc.
3. Costs do not included flights, hotel in Padang (others than The Shadow Mentawai), visa costs, Mentawai Surf Tax and Surfboard bag fee on the ferry, alcohol, photography service, travel insurances and personal costs incurred through delay in transport or mechanical breakdown.

Use of Rooms, Service and Return

1. The client cannot claim for the use of particular rooms. Unless the client pays for the totally room price in order to do not share the room with more costumers,
2. Rooms booked are available to the client on the arrival (any time)

Healthy and Travel Insurance

1. Travel insurance is mandatory at The Shadow Mentawai for your safety.
2. The type of insurance must include a provision for medical expenses.
3. The Shadow Mentawai will not be held responsible for any health problems arising from  environmental factors during your stay.

Documents

1. If applicable, a valid visa will be required to enter to Indonesia. Passports must be valid for at least 6 months from the date of departure from Indonesia.
2. The Shadow Mentawai is not responsible for any guest actions and will not be involved in any legal matters related to drugs, crime or any issue against the law.
3. The Shadow Mentawai is not responsible for any issue with immigration or visas. The client must to be aware what's their visas rules.
4. The Shadow Mentawai cannot extend any client's visa, but The Shadow Mentawai can recommend agents.
5. Since May 2019, overstay Penal Rises to **Rp,1.000.000/day**.

Responsability

1. The Shadow Mentawai is not be liable in the event, due to climatic conditions that satisfactory surf is not available or that surf is of too great a magnitude for the client to surf.
2. The Shadow Mentawai will not be responsible for expenses incurred by the Client failing to complete their holiday for this reason.
3. The Shadow Mentawai and guides have the right to cancel or change the itinerary without notice as may be found necessary to determine the suitability of climatic or other conditions for the normal performance of the trip.
4. The Shadow Mentawai is not responsible in any situation to pay additional expenses due to delays, natural disasters, war, terrorism, etc.
5. The Shadow Mentawai will not refund any portion of any trip if related to injury, sickness or unlawful behavior.
6. The Shadow Mentawai will not refund any portion of any trip if this starts later because Ferry delays, Flight delays or Weather Issues.
7. The Shadow Mentawai will join the client to the best to their ability but will not put any other guest in danger.

DISCLAIMER OF LIABILITY

I acknowledge that participation in certain activities can be hazardous and may result in serious injuries or even death. By signing this document, I release The Shadow Mentawai (PT.USAHA ANAK NEGERI) from any liability for any injury, loss, or damage that may occur as a result of my participation in these activities.

I understand that by participating in these activities, I voluntarily assume all risks and dangers associated with them. I understand that these risks may include, but are not limited to:

- Physical injuries, including serious injuries or death.
- Property damage.
- Injuries caused by other participants.
- Risks associated with weather or environmental conditions.

By signing this document, I release The Shadow Mentawai (PT.USAHA ANAK NEGERI) its officers, directors, employees, volunteers, contractors, sponsors, and representatives from any liability, claim, demand, expense, or action that may arise from my participation in these activities, including, but not limited to, claims for personal injury, property damage, or death.

I understand that this disclaimer of liability is a legally binding contract that affects my legal rights and I understand its contents and meaning. I have read this document completely and agree to its terms and conditions.

Signature: _____

Date: _____

Printed Name: _____