

Terms and Conditions

Please take the time to read and understand the conditions of booking set out below prior to booking an Active Holiday, Tour or an Activity with us. We strongly recommend that you also read the detailed information at this website relating to your Active Holiday/Tour/Activity prior to booking to ensure that you understand the itinerary, style and physical demands of the trip you are undertaking.

1. Our agreement

These booking terms and conditions apply to bookings you make with Stoked Surf Bali trading as Active Bali (whether by phone or email or text) as well as online bookings you make on our website or on our related sites (including travel agents and partners) offering our products. We will rely on the authority of the person making the booking to act on behalf of any other participant on the booking and that person will bind all such participants to these terms and conditions.

2. Payment

Payment terms are outlined in the booking/payment page of our website.]

3. Acknowledgement of the Nature of Activities booked and possible changes to itinerary

Many of our activities are affected by factors such as the prevailing weather conditions at the time of the planned activity including sea, river, lake, road and track conditions. Sometimes it may not be possible to proceed with a planned activity. In this eventuality those who have booked an individual activity will be given a credit to undertake the activity on a different day.

If you are on an Active Holiday and cannot undertake an activity, we will try to arrange a suitable alternative activity for that day or where possible change the itinerary to be able to do it on another day. If neither of these options are available, you will be provided a credit voucher to return and undertake the activity on any other day within the next year.

4. Refund Policy

- Cancellations made 28 days or more before the planned lesson/tour/package will incur a 10% cancellation fee based on the full cost of the booking made. The remaining 90% will be refunded within 10 days of the cancellation.
- Cancellations made 14-27 days before the planned Active Break/Activity will incur a 25% cancellation fee based on the full cost of the booking made. The remaining 75% will be refunded within 10 days of the cancellation.
- Cancellations made 72 hours-13 days before the planned Active Break/Activity will incur a 35% cancellation fee based on the full cost of the booking made. The remaining 65% will be refunded within 10 days of the cancellation.

- Cancellations made within 72 hours days of the planned Active Break/Activity will incur a 100% cancellation fee.
- No refund is payable once guests commence an Active Break/Activity
- No refund is payable for bad weather and/or conditions that prevent the activity from being undertaken however if you are unable to undertake your activity as a result of unsuitable conditions, a credit voucher will be provided with a validity of one year
- No refund is payable if a guest is injured during an Active Break/Activity
- If we cancel your trip due to reasons other than a force majeure event you will receive a full refund.
- If we cancel your trip due to a force majeure event (these include, but are not limited to, war, riots, government action, terrorism, fire, weather conditions, strike action and all similar events outside the Company's control which prevent or affect the Company's contractual obligation) you will receive 100% credit to use for a future trip or a refund, less unrecoverable costs.

5. Booking Changes

If you wish to change your booking dates, please advise us as soon as possible. Whilst no guarantee is given we will do our best to accommodate your change request.

Please note:

- Changes to the booking date for an Activity cannot usually be processed if less than 24 hours notice given to us
- Changes to the booking date for an Active Holiday cannot usually be processed if less than 8 days notice given to us
- Changes to the booking date for a Day Tour cannot usually be processed if less than 48 hours notice given to us

6. Information from you

In order for us to process your booking, we will require certain details about each participant. If you do not provide the required information, we cannot finalise the booking. Personal information is collected and managed in accordance with our privacy policy

7. Inclusions

Please refer to your Active Holiday/Tour Itinerary or Activity information

Please note: Your Active Holiday itinerary outlines the details of each hotel that you will be staying in during your holiday. Most of these hotels are of small-medium size and from time

to time, a room may not be available at the time you have booked. If this occurs, we will book you into the closest available hotel of equivalent or better standard and advise you of this change by email before your Active Holiday commences.

8. Exclusions

Please refer to your Active Holiday/Tour Itinerary or Activity information

9. Age & Health requirements

Please refer to your Active Holiday/Tour Itinerary or Activity information

10. Travel insurance

Travel insurance is highly recommended for all our customers. Your travel insurance should provide cover against personal accident, death, medical expenses and emergency repatriation. We also strongly recommend that your policy covers cancellation, curtailment, personal liability and loss of luggage and personal effects.

11. Authority on an Active Holiday/Tour or during an Activity/Termination of Booking

By booking with Active Bali, you agree to accept the authority of the guide/driver/instructor and accept their decisions. Our staff and our partners' staff are entitled to a safe working environment whilst other guests who may be participating in the same activity are entitled to a safe and enjoyable holiday. We reserve the right in our absolute discretion to terminate without further notice the booking arrangements of any client who refuses to comply with the instructions or orders of the Company staff or other responsible person whose behaviour, in their opinion, is likely to cause distress, damage, danger or annoyance to other clients, staff, any third party or to property. Upon such termination our responsibility for your booking ceases and we shall not be liable for any extra costs incurred by you.

12. Acceptance of risk

You acknowledge that the nature of Active Holidays and the Activities booked is adventurous and participation involves a degree of personal and physical risk. It is your own responsibility to acquaint yourself with all relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel/participate in activities is made in light of consideration of this information and you accept that you are aware of the personal and physical risks attendant upon such participation. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning'.

13. Waiver of Liability, Assumption of Risk & Third-Party Operator Disclaimer

i. Acknowledgment of Risks

The Participant acknowledges that the activities provided during a tour with CV Stoked Surf Bali (trading as Active Bali) involve inherent risks, including but not limited to physical injury,

illness, property damage, or death. These risks may arise from natural conditions, human actions, or other factors beyond the control of Active Bali.

ii. Third-Party Operators

The Participant understands and acknowledges that many of the activities included in an Active Bali tour are delivered by independent **third-party operators**, who are solely responsible for their services. Active Bali acts only as a facilitator and does not own, manage, or control these third-party providers. **Active Bali is not liable for any negligent or wrongful acts, omissions, injuries, damages, or losses** caused by any third-party operators.

iii. Assumption of Risk

By participating in any activities, whether directly operated by Active Bali or facilitated through a third-party operator, the Participant **voluntarily assumes all risks** associated with such activities, including those that may result in injury, illness, permanent disability, or death.

iv. Release of Liability

To the fullest extent permitted by law, the Participant, on behalf of themselves, their heirs, assigns, and legal representatives, **waives, releases, and forever discharges** CV Stoked Surf Bali, its owners, employees, agents, affiliates, and any third-party operators from any and all claims, liabilities, damages, costs, or expenses **arising out of or related to any injury, death, or loss** sustained during or as a result of participation in any activities.

v. Indemnification

The Participant agrees to indemnify, defend, and hold harmless CV Stoked Surf Bali from any claims, demands, or legal actions made by third parties as a result of their participation in any activities, including those provided by independent operators.

vi. Medical Treatment & Insurance

The Participant acknowledges that **Active Bali does not provide medical or travel insurance** and that it is their responsibility to obtain their own insurance covering adventure activities. The Participant also understands that in the event of an emergency, medical treatment may be delayed, and they accept full responsibility for any associated costs.

14. Optional activities

Optional activities not included in your Active Holiday/Tour/Activity do not form part of the Active Holiday/Tour/Activity or this contract. You accept that any assistance given by your tour guide/driver/instructor or local representative in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and the activity provider.

15. Claims & complaints

If you have a complaint about your Active Holiday/Tour/Activity please inform your guide or our Activity provider at the time in order that they can attempt to rectify the matter. If

satisfaction is not reached through these means, then any further complaint should be put in writing to us within 7 days of the end of your Active Holiday/Tour/Activity. Complaints made outside this timeframe may not be considered.

16. Photos and marketing

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

If you do not consent to this, please email your non consent to us at info@activebali.com before your Active Break/Activity commences

17. Privacy policy

Our Privacy Policy is outlined in the Privacy Policy section of this website which can be accessed at the bottom of each webpage.

18. Legal Compliance and Severability

This agreement shall be governed by the laws of Indonesia. If any provision is found to be invalid or unenforceable, the remainder of the agreement shall remain in full force and effect.

19. Currency

All prices are advertised in Indonesian Rupiah (IDR) as required by law. Approximate USD prices are provided for reference only. Final payment will be charged in USD via our secure international payment provider (WeTravel)

20. Feedback

We welcome feedback from all of our customers. Feedback on tour can be given to your tour guide. If wish to provide feedback after your Active Break/Activity please contact us by email on info@activebali.com or by telephone on +6287761434700