BLUE WATER EXPRESS Terms & Conditions for Passengers

BLUEWATER EXPRESS TRIPS ARE NOT SUITABLE FOR

- Pregnant woman
- People with heart or back problems or other physical impediments
- Infants (children under 3 years old)

 However if parents insist, they need to complete a <u>Disclaimer Statement</u> releasing BlueWater Express and all its officers and / or employees, including agents from negligence and any further legal action by any party, prior to the trip commencement.

IN PURCHASING A TICKET ALL PASSENGERS AGREE TO THE FOLLOWING

General: The passenger shall comply with the instructions of the company's servants and agents concerning all matters connected with the service and shall comply with any notice exhibited on the vessel. The company reserves the right to refuse to carry any passenger or goods without assigning reason. This contract is subject to the laws of Indonesia, and the passenger agrees to submit to the non-exclusive jurisdiction of the laws of that country. This contract may only be varied by agreement in writing between the company and the passenger. Verbal promises by booking agents or clerks will not be recognized by the company.

Insurance and Medical Coverage: The company insured to a total liability amount of IDR 50,000,000. The Company will provide cover for related expenses due to injuries and/or accidents occurred during the transportation to and from Serangan Harbor, Padang Bai Harbour, Teluk Kode, Lombok and Gili Trawangan to the total amount of IRD 500,000,000. The Insurance covered for passengers from 3 years old until 70 years old. Passengers travel either under or above age mention above have to completed company Disclaimer Letter, releasing the company and all its officers and / or employees, including agents from negligence and any further legal action.

Connecting Flights: The Company is a point to point carrier, and we do not take responsibility for delays or connecting flight.

Cancellations & Delays: The company reserves the right to vary the service in any way whatsoever without any liability to the passenger. The company shall not be liable for any loss, damage or injury which may arise in the event of cancellation or delay of the service. The company shall not be liable in any way for the cost of any accommodation or for any alternative means of travel which may arise through cancellations or delays. Additional expense so arising shall be the sole liability and responsibility of the passenger. The company reserves the right to cancel a booking or change the schedule at any time prior to poor weather conditions or any circumstances beyond the reasonable for any safety reason.

Re-Scheduling: Re-scheduling is based on seat availability and should be made 2×24 hours prior to guest departure for regular season and 7×24 hours prior to guest departure for high season (June 1 – 31 September & 20 December – 5 January)

Refunds: In the event of a trip cancellation from the company, the company shall refund any funds paid by the passenger direct to the company, or any funds already paid by an agent to the company on the passenger's behalf. The passenger is responsible for collecting any funds paid to agents which have not yet been paid to the company. The company reserves the right, in the event of a ticket or booking being cancelled by the passenger, to charge cancellation fees as follows: Cancellation within 48 hours of travel: no refund. Cancellation more than 48 hours from date of travel: 50% refund.

Baggage Allowance: Each passenger is entitled to a maximum of 2 pieces luggage carried free of charge, not exceeding a total weight of 25kg. If loading is available, then excess luggage will be carried at the company's standard rates or may be stored at the company's office in Bali if space is available. The company reserves the right to check contents of any baggage, and to refuse baggage items. The company accepts no responsibility for loss or damage to luggage during transit.

Road transportation in Bali: Road transportation is arranged to / from ONE SPECIFIC ADDRESS in designated areas of Bali. This address must be specified at the time of booking and cannot be changed. Our drivers are under strict instructions to refuse to take passengers to more than one location (i.e. – they will not drive around trying to find a hotel if the passenger has not specified and address)