

SETIA FAST FERRY

Terms & Conditions

1. General Conditions

You must follow the instructions of Setia Fast Ferry staff and comply with any notices displayed on the vessel.

This contract is governed by Indonesian law, and you agree to submit to the jurisdiction of Indonesian courts. Any changes to this contract must be made in writing.

2. Bookings

A Booking is confirmed (and a contract between you and us comes into effect) when:

- You have made a Booking and have provided us with all necessary information to process your request;
- You have paid us the amounts payable at the time of making the Booking in accordance with these Booking Conditions; and
- We have sent you a Booking Confirmation.

We reserve the right to decline a booking at our discretion. If we decline your Booking and you have made any payments to us on account of that request, then we will promptly refund amounts received by us.

3. Purchases

You may be asked to supply certain information relevant to your Purchase including but not limited to, your credit or debit card number, the expiration date of your card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

We may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

4. General Safety

You must pay attention to the safety briefing given by crewmembers at the commencement of the voyage. You are advised and required to take particular care in conditions of inclement, rough or heavy weather or as advised by the crew.

To the fullest extent permitted by law, we will not be responsible for any loss or damage you suffer (including personal injury or death) resulting from your failure to utilise safety devices or caused by your unreasonable or unsafe actions.

5. Medical Assistance

You acknowledge that there may be occasions where you require first aid due to an accident, illness, injury or other health condition. You consent to our personnel providing you with first aid on the basis that: (a) our personnel are not qualified medical professionals; (b) we make no warranties and expressly disclaim all warranties regarding the standard of care that may be provided; and (c) to the fullest extent permitted by law we will not be liable (and neither will our personnel) for any care given or omitted. If you are unable to do so yourself, you consent to us seeking and securing any medical treatment that we reasonably consider you require. You agree to reimburse us for any costs we incur in seeking medical treatment on your behalf.

6. Passenger Behaviour

If you act in a manner that threatens the safety of yourself or others (including our (or our suppliers') personnel, other passengers, or third parties), our representatives may, acting reasonably, prohibit you from boarding the vessel in which case you must immediately leave the terminal.

If you present for boarding while intoxicated (at Setia Fast Ferry's sole determination) cannot be permitted to board the vessel, and you will not be eligible for a refund.

7. Cancellations and Delays

Setia Fast Ferry can change vessels or alter services without liability. It is not responsible for any loss, damage, or injury due to changes, cancellations, or delays. We are also not liable for accommodation costs or alternative travel arrangements caused by these issues. Any additional expenses are the passenger's responsibility. The company can cancel or change schedules due to bad weather or other safety concerns.

8. Connecting Flights

We cannot guarantee our schedule. As a result, you should allow ample time for connections. We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays.

9. Scheduled Departure Times

Our published scheduled departure times are subject to change without prior notice due to weather conditions or other factors. We reserve the right to modify trips in the interests of customer comfort and safety.

All passengers traveling to Lembongan must check-in at our Sanur office 45 minutes prior to departure. Passengers travelling to Sanur must be check-in at our Lembongan office 30 minutes prior to departure. If you arrive after these times, you may be deemed as "no show" and will not be eligible for a refund.

10. Booking Changes

Rescheduling depends on seat availability and must be done at least:

- Regular season (January 6 – May 31 and October 1 – December 19): 48 hours before departure.
- High season (June 1 – September 31 and December 20 – January 5) 4 days before departure.

11. Refunds

If the company cancels a trip, it will refund any payments made by the passenger directly to the company or by an agent on the passenger's behalf. Passengers must collect any funds paid to agents that have not been forwarded to the company.

For passenger-initiated cancellations, the following terms apply:

- 50% refund or a credit-note for the full amount paid for cancellations more than 2 weeks before travel.
 - Credit note for cancellations between 48 hours and 2 weeks before travel.
 - No refund for cancellations within 48 hours of travel.
- No refunds for late arrivals or no-show guests.

Each ticket is considered a single fare and cannot be split into separate trips.

12. Non-Refundable Policy

Refunds will not be issued if a trip is cancelled due to a government or Harbor Master-issued weather warning.

13. Baggage

Each passenger may bring:

- Carry-on Baggage: 2 x carry-on items provided they fit in the seat with you and do not take up any additional seats.
- Checked Baggage: 1 x item no heavier than 22kg. Baggage over this allowance may not be carried on the vessel and will need to be stored at your own risk and cost.

No luggage or other items are allowed in the aisle of the vessel. The aisle must always remain clear to allow crew movement around the vessel.

Additional items such as surfboards, fishing rods, prams, travel cots are permitted and are free of charge.

You acknowledge that all baggage is transported at your risk. We do not accept any liability for damage to goods other than in circumstances where the damage has been caused by our gross negligence. To the fullest extent permitted by law, we will not be responsible for any loss, damage, destruction or delay in delivery of luggage.

14. Prohibited Items

You must not bring on board the vessel any goods or objects of a flammable or dangerous nature including: (i) firearms, knives, weapons or sharp objects; (ii) alcohol or illegal drugs of any kind; (iii) items that may become or are dangerous, such as seal batteries, items containing mercury, bleaches, explosives (including fireworks and flares), poisons (such as pesticides and herbicides); (iv) items prohibited by law; (v) drones, furniture and household goods; or (vi) animals (with the exception of guide /assistance dogs).

15. Searches

If we have reasonable cause to believe that you are carrying a prohibited item, an authorised representative of Setia Fast Ferry may, subject to applicable laws, search or inspect you and your luggage. We have the right to detain, confiscate or destroy without incurring any liability to you or any other person any items carried by you which we, acting reasonably, consider dangerous or which pose a risk or inconvenience to the security of the vessel or other persons.

16. Smoking

Smoking (including e-cigarettes or vaping) is not permitted onboard.

17. Hotel and Accommodation Transfers

Our staff will confirm your designated pick-up time at the time of booking the hotel and accommodation transfer.

Pick-up and drop-off car service is provided to/from one specific address in designated areas of Bali and Lombok. This address must be given at the time of booking and may be changed 4 days prior to departure. Drivers are instructed to take passengers only to the specified address and will not look, search or find accommodation where the address is not provided.

18. Pets and Animals

We reserve the right to decline your pet's booking at our discretion.

If your pet behaves in a manner that threatens the safety of yourself or others (including our (or our suppliers') personnel, other passengers, or third parties), our crew may, prohibit your pet from boarding the vessel in which case you must immediately leave the terminal.

You must stay with your pet throughout the journey, and they must be restrained with a lead. They will not be allowed to enter the cabin and must stay on the rear of the boat (stern).

Sanur Harbour requires you have your pet's latest vaccination record to board the vessel. You and your pet are not permitted to enter Sanur Harbour waiting area. You and your pet will be required to wait at the back of the building before boarding our vessel.

19. Prior to Your Journey

Travel Insurance

It is strongly encouraged that you are adequately insured for the duration of your trip. We recommend comprehensive travel insurance to cover cancellation, medical requirements, medical evacuation, luggage, loss of belongings and additional expenses. The choice of insurer is yours. We strongly suggest you purchase insurance at the time your purchase. This is because cancellation fees may be payable from that time.

Health & Fitness

It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the trip. If you have doubts about your ability to undertake the trip, please contact us to discuss your circumstances prior to making a booking. We may require you complete a health questionnaire.

If you are not self-sufficient and require assistance in relation to mobility or personal care then you are responsible for the provision of a carer who can provide you with appropriate care. You acknowledge that crewmembers are unable to act as personal carers.

If you have any illness, injury, disease or other medical condition which makes travel unsafe for you, other guests or our employees, we may refuse to confirm your booking or to permit you to commence the trip, and we may remove you from our vessel, without any liability on our part and without an obligation to provide you with a refund. This will be considered a cancellation by you and cancellation fees may apply.

Risk Acceptances & Waivers

You acknowledge and agree that your participation in certain activities may be subject to you agreeing to a form of risk acceptance and waiver of liability for participation in the activity. Independent Suppliers and Additional Services Principals may also require you to agree to such forms.

You acknowledge that your trip may expose you to inherent personal risks which may be greater than those present in your everyday life. This could be because of the adventurous nature of activities, travelling by sea and interactions with wildlife. You travel on the basis that you accept these inherent risks and that to the fullest extent permitted by law we will not be responsible for any personal injury or death resulting from the materialisation of an inherent risk.

20. Governing Law

These terms and conditions are governed by the laws of the Republic of Indonesia. Any disputes will be resolved under the jurisdiction of the Indonesian courts.

21. Disclaimer of Warranty

These services are provided by company on an "as is" and "as available" basis. Company makes no representations or warranties of any kind, express or implied, as to the operation of their services, or the information, content or materials included therein. You expressly agree that your use of these services, their content, and any services or items obtained from us is at your sole risk.

Neither company nor any person associated with company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the services. Without limiting the foregoing, neither company nor anyone associated with company represents or warrants that the services, their content, or any services or items obtained through the services will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the services or the server that makes it available are free of viruses or other harmful components or that the services or any services or items obtained through the services will otherwise meet your needs or expectations.

Company hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

22. Limitation of Liability

Except as prohibited by law, you will hold us and our officers, directors, employees, and agents harmless for any indirect, punitive, special, incidental, or consequential damage, however it arises (including attorneys' fees and all related costs and expenses of litigation and arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action of contract, negligence, or other tortious action, or arising out of or in connection with this agreement, including without limitation any claim for personal injury or property damage, arising from this agreement and any violation by you of any federal, state, or local laws, statutes, rules, or regulations, even if company has been previously advised of the possibility of such damage. Except as prohibited by law, if there is liability found on the part of company, it will be limited to the amount paid for the products

and/or services, and under no circumstances will there be consequential or punitive damages. Some states do not allow the exclusion or limitation of punitive, incidental or consequential damages, so the prior limitation or exclusion may not apply to you.

23. Image Release

We and our suppliers may take photographs or make recordings of you and your activities that identify you during the Journey. We reserve the right to use any images and/or recordings for promotional and marketing purposes. You consent to this use and acknowledge you will not be entitled to any payment or other compensation. If you do not consent to the use of your image or likeness, please advise us at least 21 days prior to the commencement of your Journey.

24. Intellectual Property

Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Setia Fast Ferry and its licensors. Service is protected by copyright, trademark, and other laws of and foreign countries. Our trademarks may not be used in connection with any product or service without the prior written consent of Setia Fast Ferry.

25. Acknowledgement

By using service or other services provided by us, you acknowledge that you have read these terms of service and agree to be bound by them.