

Toba Adventures Terms and Conditions

Conditions to Make a Booking

1. Travel Insurance

It is a condition of booking and participating in a trip with Toba Adventures that all participants must have valid travel insurance. Participants must also complete the Toba Adventures customer detail form.

2. Health and Fitness Declaration

All participants are required to declare in the Toba Adventures customer detail form that they are in good health and possess mental and physical fitness at the time of booking.

3. Acknowledgment of Risk

All participants must sign the Toba Adventures customer detail form, acknowledging that they are participating in the trip at their own risk. In case of serious injury or illness, Toba Adventures will arrange evacuation to a medical facility. Evacuation costs are included in the trip price; however, any additional medical treatment costs will be at the participant's expense. Participants will not hold Toba Adventures liable for any injury, illness, or loss of personal property during the trip.

Payments

- A **booking deposit** of 30% of the total trip price is required to secure your reservation. Payment must be received within 7 days of booking to confirm your spot.
 - The **final payment** of 70% is due 60 days before the trip departure. If the final payment is not received by the due date, the booking will be considered cancelled, and cancellation fees will apply.
 - For bookings made within 60 days of departure, **full payment** is required immediately unless otherwise agreed with Toba Adventures.
 - Payments can be made via **bank transfer**. Bank details are provided upon booking. Some electronic fund transfers may incur bank fees deducted from intermediary banks. Any additional bank fees are the responsibility of the participant. Alternative is to use Wise, see www.wise.com. The most easy is to make a transfer from your Wise account to PT Bhumi Toba Suvarna, Toba Adventures Wise account.
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Trip Prices and Right to Adjust Prices

1. Sliding Trip Prices Based on Participants

Toba Adventures reserves the right to adjust the price based on the number of participants. A minimum of 3 participants is used as the base price for each trip. If there are fewer than 3 (three) participants, the price will be adjusted accordingly. 30 days before the trip starts is the target. If there are later booked participants it may be a shorter time. The sliding trip prices are available for different numbers of participants for each kind of trip.

2. Ground Handling Cost Increases

Toba Adventures may adjust the price if there are significant increases in ground costs, such as transportation or fuel prices. One example is if the ferries stop running to/from Pulau Banyak so we have to hire speedboats. The same applies if the Pulau Banyak ferries suddenly change timetable and don't fit the trip. Another example is much higher fuel costs for our boat transportation inside Pulau Banyak. There may be more significant increases in ground costs not mentioned here. Issues with the ferries could make you have to use a speedboat to reach your return flights. The participant may be compensated by the travel insurance. Toba Adventures will do its best to give you help for get documents to the travel insurance companies.

3. Currency Fluctuations

Prices are also subject to currency fluctuations. Toba Adventures reserves the right to adjust prices if exchange rates fluctuate by 5% or more between the currencies in which payments are made.

(EUR, USD, SEK) and the local currency (IDR). The exchange rates are subject to fluctuations. Toba Adventures needs protects itself against these fluctuations. If any of EUR, USD or SEK currencies experiences a large fluctuation of 5% or more vs IDR, Toba Adventures reserves the right to adjust the trip price in the affected currencies. Any price increases must be paid in full before the departure date of the trip. If not paid in full, Toba Adventures have the rights to deny the participant to make the trip without any compensation. If any additional costs occur during the trip these will be invoiced after the trip

Cancellations and Changes

1. **Cancellation by Toba Adventures**

If Toba Adventures cancels a trip more than 60 days before departure due to unforeseen circumstances or a travel warning, a full refund of the deposit will be provided. Formal travel warning from the guest government. *If a travel warning is issued within 60 days of departure, and Toba Adventures cancels the trip, Toba Adventures cancellation conditions will apply.*

2. **Changes to Itinerary**

Toba Adventures reserves the right to change trip dates or alter the itinerary at any time without prior notice. No refunds will be issued for such changes and Toba Adventures will have no obligation to you or be liable for any loss, consequential damages, expenses, loss of time or enjoyment or inconvenience in respect of such changes.

3. **Pandemic-Related Cancellations**

If travel restrictions due to a pandemic prevent a participant from traveling, Toba Adventures will offer a transfer to a future trip or a full refund. If a participant is prevented from participating in the trip by a pandemic related travel restriction, quarantine or government policy, Toba Adventures will provide the option to defer to a different trip in the next 2 years or provide a full refund. The participant will not be entitled to make any further claim for compensation or damages, expenses, loss of time or inconvenience which may result from such cancellation. So, no compensation to participants for air fares, hotels and other costs related to this trip. Travel insurance may compensate you depending on the circumstances. Booking fee and final payment are refundable or transferable in the case that Indonesia, your home country or transfer countries issued orders directly impacts* your capacity to travel as a result of pandemic related border restrictions. Transfers are available to a future date on the same trip. Transfers to alternate trips are also allowed. Where there is a difference in price you will be liable for that price difference in both the booking fee and the final payment. Transfer fees will not be applied in the case that your departure is impacted by the conditions listed above. Refunds will be subject to an admin and processing fee of 50 EUR or USD per person redeemable as a credit if you re-book on another Toba Adventures listed departure within 24 months of your original trip departure date. Refunds or transfers will be initiated and offered by Toba Adventures once orders or health advice has been issued that specifically relates to your trip departure date. If the advice is indeterminate, monies will be held by Toba Adventures until such time as Toba Adventures cancels the trip, or the trip departure date has passed and orders remain in place. Refunds will be exclusive of any fees and charges applied by intermediary banks or payment services including currency conversion fees. Refunds will be paid in the currency of receipt and will be based on the currency exchange rates at the time the refund is processed. Refunds will typically be issued within 14 days of the final day of your scheduled departure.

**directly impacts is inclusive mandated domestic or international border closures issued greater than 48 hours prior to the commencement of your trip preventing you from travelling to the point of trip departure or requiring travelers to undergo mandatory quarantine or isolation either in the Indonesia where the trip departs or upon return to your home state/country as a matter of course. If your booking is impacted by the above conditions within 48 hours of your trip departure date, Toba Adventures will offer a transfer of all funds to a future trip with Toba Adventures*

4. **Cancellation by Participant**

If it becomes necessary to cancel your trip with Toba Adventures, you must notify Toba Adventures immediately in writing. Cancellation will take effect when Toba Adventures receives your written notice.

The following fees apply when cancellation occurs:

- Cancellation more than 60 days before prior to departure: loss of your booking fee
- Cancellation less than 60 days prior to departure: 100 percent of the trip cost

Toba Adventures will not compensate participants for air fares, hotels and other costs related to the cancelled trip.

Cancellations received more than 60 days prior to the trip departure date means a loss of your booking fee (30% of the trip cost). However, your deposit may be transferred towards a different trip for a fee of 50 EUR or USD. Transfers are only valid on trips scheduled to commence within 24 months of your original departure date and you are permitted one transfer only. In addition, any increase in trip costs as a result of your transferring to an alternative trip or departure date will be payable by you.

If cancellation takes place less than 60 days prior to trip departure, you will be required to pay the full cost of the trip. The final payment could only be paid back if someone on the Toba Adventures waiting list can replace you. If you can find a replacer taking your spot Toba Adventures can accept that. The replacer has to pay Toba Adventures in full before any refund are transferred back to you. Cancellations due to contracting any pandemic sickness or being required to isolate in the case of being a close contact of a person diagnosed with any pandemic sickness are not included in our refund policy and will need to be covered by your travel insurance. If you become ill or injured during the trip and have to leave the trip there is no refund. Your travel insurance should cover this. There is no refund for arriving late or leaving a trip early.

Insurance

Personal travel insurance is mandatory for all participants. Toba Adventures strongly recommends purchasing a comprehensive insurance policy that covers trip cancellation, medical emergencies, natural catastrophes, severe weather, pandemics, conflicts, strikes, airline bankruptcy and other unforeseen circumstances. Check with insurance companies about the possibilities to get compensations if you, the group or Toba Adventures cancel the whole trip or part of the trip. If there are pandemic related border restrictions or a travel warning as natural catastrophes, severe weather, conflicts, strikes, airline bankruptcy etc. that could cancel the trip. Please also check the possibilities to get compensations if you get ill or injured and can't make the whole trip.

Medical Disclosure

By completing the customer detail form, participants declare that they are in good health and fitness. If there are any changes to the participant's health before or during the trip, Toba Adventures must be notified immediately.

You declare and warrant in Toba Adventures Customer Detail Form that:

- You are in good health and mental physical fitness at the time of booking this trip.
- You have disclosed to Toba Adventures every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably to be expected to know, that is relevant to Toba Adventures's decision to permit you to join the trip.
- Immediately upon any adverse change in your health or fitness that may be likely to affect Toba Adventures's decision to accept the risk of permitting you to join the trip, you will notify Toba Adventures in writing of any such adverse change.
- You acknowledge that the obligation to disclose under this condition continues from the time of booking the trip through to departure and extends for the duration of the trip.

If you fail to comply with the duty of disclosure in this condition and if Toba Adventures would not have permitted you to undertake the trip, or continue participation of the trip, had you made full disclosure under this condition, Toba Adventures will not be liable, except to the minimum extent required by law, for personal injury, death, illness or property damage or loss incurred by you

Images and Videos

During the course of your trip, pictures or videos may be taken of you by other participants or by Toba Adventures team members. If you do not wish these to be used on social media or in other marketing use, please advise us prior to the trip.

Exclusions

Toba Adventures is not responsible for costs related to flights, visas, accommodation, excess baggage, vaccinations, or any additional expenses incurred before or after the trip. Please ensure that all additional travel arrangements are refundable or transferrable.

Company and Bank Information

Company Name: PT. Bhumi Toba Suvarna

Product Brand: Toba Adventures

Company Address: Jl. Ebony II No 9A, Tangerang – Indonesia

Contact Information

Indonesia

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Bank Details: [Insert Bank Information]

Company and bank information