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## ATLAS BEACH CLUB BALI GENERAL TERMS & CONDITIONS

Payment constitutes acceptance of all Atlas Beach Club Bali terms & conditions upon entry to any Atlas Beach Club Bali venue, guests acknowledge & agree to all of the following terms & conditions

### 1.1 OPERATING DAYS & HOURS

- 1.1.1 Atlas Beach Club Bali opening hours from 12:00 – 00:00 WITA. Please refer to Atlas Beach Club Bali websites for hours of operation.
- 1.1.2 Atlas Beach Club Bali Management reserves the right to change the operations days & hours as it deems fit without prior notice.
- 1.1.3 Atlas Beach Club Bali will not open on Nyepi (Silence Day) in accordance with Balinese custom.

### 1.2 BOOKINGS & RESERVATIONS FOR FURNITURE

- 1.2.1 Reservations for ATLAS BEACH CLUB Bali shall be made in reservation from website at [atlasbeachfest.com](http://atlasbeachfest.com)
- 1.2.2 Online bookings must be paid in full at time of booking.
- 1.2.3 Online payments are processed through Xendit for international card transactions & bank transfer for domestic transactions.
- 1.2.4 Accepted forms of payment via online systems are credit cards and bank transfers. Accepted credit cards are Visa and MasterCard; accepted credit cards are BCA, Permata bank, Mandiri, BNI, and BRI.
- 1.2.5 Prices are in Indonesian Rupiah excluding tax & service charges.
- 1.2.6 Currency conversion rates are estimates only. Final payment calculations will be determined by your financial institutions.
- 1.2.7 After completing your booking, an automatic e-booking confirmation will be emailed to your designated email address.
- 1.2.8 Minimum spending payment will be settled in advance and non-refundable. In bad weather, an alternative seating option will be reallocated without any guarantee, and the minimum spending still applies.
- 1.2.9 Cancellation due to bad weather will receive the E-voucher valid for 18 Months with the full amount of the paid booking.
- 1.2.10 Atlas Beach Club Bali will use their best endeavours to find a suitable alternative based on availability.
- 1.2.11 Upon arrival guests with furniture reservations must provide the ID used for the online booking. If the guests are not able to present them, Atlas Beach Club Bali will refund the online payment & request a new payment on the spot.
- 1.2.12 Guests must show booking confirmation via hard copy or mobile device upon arrival at Host.
- 1.2.13 If you cannot present booking confirmation or valid ID in booking name then the check-in will be denied & no refunds will be provided.

- 1.2.14 All information given to Atlas Beach Club Bali must be accurate & current.
- 1.2.15 Booking is not applicable for group bookings. All bookings will be treated individually.
- 1.2.16 Atlas Beach Club Bali strictly forbids selling of bookings at an increased price by any third party. In such cases bookings will be automatically void with no refund.
- 1.2.17 Guests who leave the venue even for a short time without processing the check out will automatically lose their reserved furniture & no refund will be provided.
- 1.2.18 Guests are welcome to arrive in larger groups but please note: All package inclusions (such as welcome drinks, towels) are only provided for the recommended number of guests. Additional guests are not entitled to extra inclusions unless otherwise stated or purchased separately via an additional minimum spend.
- 1.2.19 Additional guests are subject to standard venue entry conditions & availability of space around the booked area.
- 1.2.20 Atlas Beach Club reserves the right to limit access or relocate groups if total group size significantly exceeds the bed or sofa's recommended capacity & impacts guest experience or venue flow.
- 1.2.21 Private bookings/closure of outlets for private gatherings, functions or parties in Atlas Beach Club Bali shall be arranged with the Sales Department via email to [sales.coordinator@atlasbeachfest.com](mailto:sales.coordinator@atlasbeachfest.com)
- 1.2.22 Groups larger than 30 pax must take a private area, unless booking Daybeds or Sofas or Restaurant Area
- 1.2.23 Groups between 13-30 pax must take a Group booking with the Host/Customer Service.

### **1.3 PRIVATE FUNCTIONS**

- 1.3.1 Atlas Beach Club Bali has the right to close certain area accordingly during private event / banquet event

### **1.4 REFUND POLICY**

- 1.4.1 Bookings are 100% refundable if the venue is closed or a special event is cancelled prior to commencement.
- 1.4.2 No refunds will be issued if the venue is open. This includes, but is not limited to, personal emergencies, sickness, travel disruptions, changes in plans, booking misunderstandings, weather-related events (unless the venue closes), or no-shows, regardless of reason, if the venue is open on the booking date.

### **1.5 AMENDMENT POLICY**

- 1.5.1 Date change requests can be made within 2 hours after the original transaction time, subject to availability - free of charge
- 1.5.2 Furniture upgrades & bed type changes can be made at any time, subject to availability. An additional minimum spend may be required.
- 1.5.3 Customer Service Office hours are 7am – 10pm daily. Requests outside of office hours will be responded to

the following morning.

- 1.5.4 Failure to attend on the day of booking is considered a no show.
- 1.5.5 Atlas Beach Club Bali terms & conditions may be amended or modified without prior notice.
- 1.5.6 Atlas Beach Club Bali Reserves the right to change venue layout at any time without prior notice.
- 1.5.7 Atlas Beach Club Bali Reserves the right to change pricing at any time without prior notice.
- 1.5.8 Restrictions or limitations on access to the beach club & beach may be imposed at any time.
- 1.5.9 We may close the complete beach club, specific areas &/or the beach on a permanent or temporary basis at any time. If your reservation is affected, Atlas Beach Club Customer Service will contact you as soon as possible & advise the alternatives.
- 1.5.10 We reserve the right to modify these conditions at any time.

#### **1.6 TATTOO POLICY**

- 1.6.1 Atlas Beach Club Bali do not allow INAPPROPRIATE/RACIST/DEROGATORY/HOMOPHOBIC facial or head tattoos into the Beach Club area.
- 1.6.2 Atlas Beach Club Bali has the right to ask customers to leave the Beach Club area.

#### **1.7 DAMAGES**

- 1.7.1 Guests are liable for any repairs or replacement of any Atlas Beach Club Bali Facilities which are damaged by them, whether accidental or intentional.
- 1.7.2 All forms of responsibility will be resolved directly on the same day

#### **1.8 LOSSES**

- 1.8.1 Atlas Beach Club Bali is not responsible & will not be held responsible for any loss of personal belongings of members, visitors & guests. Lockers rental are available, however, Atlas Beach Club Bali cannot be held liable in case of loss, theft or damage of any valuables.
- 1.8.2 Lost & Found matters should be directed to Host & will be recorded on the Lost & Found report by Atlas Beach Club Bali employee.
- 1.8.3 Atlas Beach Club Bali's items that are rented by members, visitors & guests such as towels, locker's key & any others that are lost, the replacement cost will be borne by the members or by the owners of the membership, visitors & guests.

#### **1.9 WEAPONS**

- 1.9.1 No weapons, firearms or dangerous items are allowed inside the venue. The exceptions to this rule are Atlas Beach Club Bali in-house Police or when Police or Army escort VIP Guest, Politicians etc.
- 1.9.2 Atlas Beach Club Bali strictly prohibits firearms or weapons of any kind brought into the Atlas Beach Club Bali

1.9.3 Sharp weapons and firearms will be deposited with security and will be placed in the locker area (entrance gate)

#### **1.10 UNDER THE INFLUENCE**

1.10.1 Members, visitors & guests who are under strong influence of alcohol or prohibited drugs will not be permitted to enter Atlas Beach Club Bali or use any facilities.

1.10.2 Atlas Beach Club Bali has a zero tolerance policy for bad behavior that affects the enjoyment of other guests in our venues

#### **1.11 DRESS CODE**

1.11.1 Atlas Beach Club Smart Casual outfits are appreciated. No matching shirts or costumes are permitted to be worn by groups. Any person bearing or wearing gang colours are not permitted to enter the venue

1.11.2 Atlas Beach Club Bali has provisions not to use related drink or food brands and inappropriate clothing .

1.11.3 If possible from the related person or brand ambassador, must confirm with the previous management .

#### **1.12 PETS & ANIMALS**

1.12.1 Under no circumstances are pets or animals of any kind to be brought into the premises.

#### **1.13 SMOKING**

1.13.1 Smoking is not permitted in the following areas: Toilets & Locker Rooms.

1.13.2 Atlas Beach Club Bali reserves the right to extend the areas where smoking is not permitted as it sees fit.

#### **1.14 VEHICLES & CAR PARKING**

1.14.1 Atlas Beach Club Bali accepts no responsibility for cars parked in the car park unless valet service is used .

1.14.2 The car parks will remain open during operating hours of the Atlas Beach Club Bali or as otherwise determined by Management.

1.14.3 The maximum speed limit on Atlas Beach Club Bali is 5kph and members, visitors and guests are required to observe this limit and all other directions and signage of Atlas Beach Club Bali

1.14.4 Vehicles entering the Atlas Beach Club Bali facilities are not permitted to park or drive in a manner which; obstructs fire or emergency access; obstructs pedestrian ways; or disturbs the ground or landscaping of the Atlas Beach Club Bali facilities

1.14.5 Customer guests who fail to adhere to the vehicle and parking provisions of these Terms and Conditions may have their parking privileges withdrawn

## **1.15 MOBILE PHONES**

1.15.1 Mobile phones are not prohibited in toilets and locker/change rooms

1.15.2 Members, visitors and members guests are highly advised to not use their phones in the following areas:

- Atlas Beach Club Bali Sliding Pool
- Atlas Beach Club Bali Infinity Pool
- Atlas Beach Club Bali Private Pool
- Atlas Beach Club Bali Pool Bar

## **1.16 MUSIC MEDIA**

1.16.1 The playing of music of any kind is not permitted within the ATLAS BEACH CLUB Bali unless played through earphones/plugs or authorized by the Manager as part of an organized function

## **1.17 PROHIBITED ITEMS**

1.17.1 All bags & other goods in your possession will be checked upon entering Atlas Beach Club Bali premises. Any items not permitted will be labeled & held by security until departure.

1.17.2 Outside food & beverages are not permitted.

1.17.3 Single use plastic bottles & tumblers are not permitted.

1.17.4 The following items may not be used on the Atlas Beach Club Bali Facilities: golf clubs, rollerblades, roller skates, “wheelies”, skateboards, scooters, remote-controlled toys, including drones & any other item that might be deemed unfit or dangerous by management.

1.17.5 No professional photography equipment including video cameras, telescopic lenses or drones are allowed into the venue without prior arrangement with Atlas Beach Club Marketing Department.

1.17.6 Animals are not permitted in the venue.

1.17.7 Illegal substances are not allowed inside the venue. Indonesia carries severe penalties for possession of illegal drugs.

1.17.8 Illegal or immoral activities including gambling, prostitution, prohibited drugs, possession or use of pyrotechnics or dangerous goods, & possession or use of firearms & other weapons are all strictly prohibited. The authorities will be notified immediately without warning.

## **1.18 SUGGESTION**

1.18.1 Suggestions made by Customer guests should be send from website or application

## **1.19 BACK OF HOUSE**

1.19.1 Except with the prior permission of Management, Guests may not enter the back of the house areas.

## **1.20 COMPLIANCE WITH ATLAS BEACH CLUB BALI RULES**

- 1.20.1 Atlas Beach Club Bali reserves the right to deny access to anyone who refuses to comply with the Atlas Beach Club Bali rules.
- 1.20.2 Atlas Beach Club Bali reserves the right to remove & ban any person from Atlas Beach Club Bali facilities at any time if directions are not followed and/or Terms & Conditions in place are not followed.

## **1.21 CHILDREN**

- 1.21.1 Atlas Beach Club Bali mission is to cater the needs of all Families and hence Members are encouraged to bring their Children to the Atlas Beach Club Bali Facilities. However, in the interests of maintaining an atmosphere within the Atlas Beach Club Bali Facilities congenial also to social and recreational activities for adults, Atlas Beach Club Bali has established certain guidelines for Children within the Atlas Beach Club Bali rules as set out in this section
- 1.21.2 Children aged 3 to 16 years must have a companion to enter the ATLAS area, not allowed to enter the ATLAS area unaccompanied
- 1.21.3 Children aged 3 to 16 years must have a minimum height of 120cm to keep the children safe in the area and access is allowed only to the ATLAS Sliding Pool, Padel Court and Secret Garden (High Mild Deck). Children is not allowed at Dance Floor area above 8pm (Consideration due to issues of comfort and the health of children)
- 1.21.4 Caregivers are still allowed to enter but will be treated as customers and a minimum charge will be applied to the caregiver

## **1.22 MANAGEMENT & STAFF**

- 1.22.1 All members & guests agree to treat all Atlas Beach Club Bali staff with the utmost decency & respect.
- 1.22.2 Atlas Beach Club Bali has zero tolerance to any disrespect towards Atlas Beach Club Bali staff & customers & reserves the right to evict anyone upon a substantiated report of disrespect towards Atlas Beach Club Bali staff or customers.

## **1.23 CONDUCT OF PERSONS AT ATLAS BEACH CLUB BALI**

- 1.23.1 Atlas Beach Club Bali has a zero tolerance policy for bad behavior that affects the enjoyment of other guests in our venues. The following acts will be deemed as breaches of the Atlas Beach Club Bali rules
- 1.23.2 Subjecting another Member or Staff to physical or verbal abuse which shall include use of profanity & the threat of or actual violence & threatening, offensive or harmful conduct.
- 1.23.3 Interrupting the operations of Atlas Beach Club Bali by countermanaging or questioning instructions issued to Staff by Management.
- 1.23.4 Broadcasting & publishing or assisting therein, any statement which could be construed in the opinion of the Management as detrimental to the reputation of Atlas Beach Club Bali, including its Members,

Management & Staff.

1.23.5 Management has been granted authority by the Operational Team to remove immediately from the Atlas Beach Club Bali Venues any person breaching the Atlas Beach Club Bali Rules relating to conduct

**1.24 SWIMMING POOLS**

1.24.1 The depth of our swimming pool is 120cm

1.24.2 Customers are required to wear swimwear when entering the pool area (trunks, bikini, swimsuit), if any customer needs swimwear, we provide it in the department store. Proper bathing attire must be worn at all times. Nudity is not allowed.

1.24.3 No jumping, diving or throwing allowed in pool area or customers will be charged Rp. 5.000.000,-

1.24.4 Children aged 3-16 years are required to be accompanied by parents and allowed to access all areas depending on their tier.

1.24.5 Not allowed to bring electronic items and any food inside the pool (food must be place in the table, not allowed in pool side)

1.24.6 Guests using the swimming pool do so at their own risk & responsibility.

1.24.7 All visitors must rinse off at the designated showers located at the main entry & beach entry before entering or reentering the venue.

1.24.8 Lifeguard instructions & signed directions must be followed at all times. Atlas Beach Club staff reserves the right to restrain & do what is necessary to any person who does not follow directions causing danger to themselves or others.

1.24.9 Running & shouting around the pool area is not permitted.

1.24.10 No person shall be allowed near the pool area during a thunderstorm or lightning.

1.24.11 Persons with sores, other evidence of skin diseases or wearing bandages of any kind will not be permitted to use the pool.

1.24.12 Atlas Beach Club Bali shall not be responsible for any injury, death or illness or any loss or damage in the Atlas Beach Club facility whatsoever/howsoever caused; sustained or incurred out of, or in any way connected with the use whether proper or otherwise, of the Swimming Pool area, whether defective or otherwise.

1.24.13 Pool area by tier zone :

- One Day Pass tier, only Sliding Pool Area & Infinity Pool
- VIP tier, only Infinity Pool, Private Pool, Sliding Pool
- VVIP tier, all access Pool area except VIP Pool

**1.25 LEGAL DRINKING AGE**

1.25.1 The legal drinking age in Indonesia is 21 years. Atlas Beach Club Bali may request photo ID to show proof of

age at any time.

1.25.2 Alcoholic beverages will not be served to persons under 21 years.

**1.26 LOCKER RENTAL**

1.26.1 The locker rental fee is IDR 50,000.

1.26.2 The security deposit will be refunded only upon the return of the locker key on the same day

1.26.3 Failure to return the key, returning a damaged key, or returning the key after the rental period will result in a full or partial forfeiture of the security deposit

**1.27 PAYMENT POLICY**

1.27.1 We prefer cashless payments. Cash is accepted, but only in IDR (Indonesian Rupiah). Please note that no currency exchange services are available on-site.

**1.28 PERSONAL SECURITY / BODYGUARDS**

1.28.1 Guests must obtain prior approval from the venue's management to bring personal security. Approval is at the discretion of the venue.

1.28.2 Guests are fully responsible for the actions & behavior of their personal security personnel while on premises.

1.28.3 Personal security must adhere to all venue rules & regulations. Any disruptive behavior will result in immediate removal.

1.28.4 The venue reserves the right to deny entry or eject personal security personnel or guests at any time without notice

**1.29 SPECIAL EVENTS**

1.29.1 Additional terms & conditions may apply for Special Events. Please refer to the relevant web page for details.

**1.30 ATLAS BEACH CLUB BALI PHOTOGRAPHY POLICY**

1.30.1 Drones are not permitted to be used in Atlas Beach Club Bali venues.

1.30.2 No professional photography equipment including video cameras, telescopic lenses are allowed into the venue without prior advice from the Atlas Beach Club Bali Marketing Department. Equipment list must be provided.

1.30.3 Once approved, photos & video can only be taken of guests attending the private event. Privacy of other guests in the venue must be respected. If this policy is not followed the photographer will be evicted from the premises immediately.

1.30.4 Atlas Beach Club Bali may ask permission to shoot the event for Atlas Beach Club marketing purposes. If this

is agreed then photos/videos can be used at Atlas Beach Club Bali discretion.

- 1.30.5 Atlas Beach Club Bali can request copies of the photos/videos from the event organizer/photographer. It is at the discretion of the event organizer/client if these are shared. If shared, photos can be used at Atlas Beach Club Bali discretion.
- 1.30.6 Guests are permitted to take photos with Atlas Beach Club Bali temples as a backdrop. However, guests are not allowed to touch or enter the temple(s).

### **1.31 FORCE MAJEURE**

- 1.31.1 If you cannot attend your booking on the date booked due to Force Majeure, you may amend your booking date-free of charge- or be issued with e-voucher of equal value to your original booking with 18 months validity. Force Majeure includes but is not limited to volcanic activity, fire, strikes, flood, earthquake, riots, war, acts of terrorism, airline cancellations, government actions or any other natural disaster. Please email [cs@atlasbeachfest.com](mailto:cs@atlasbeachfest.com). (**E-Voucher T&C**).

### **1.32 DISCLAIMER**

- 1.32.1 Atlas Beach Club Bali Operational Team shall not be responsible for any injury, death or illness or any loss or damage to property whatsoever/ howsoever caused, sustained or incurred out of, or in any way connected with the use, whether proper or otherwise, of any of the Atlas Beach Club Bali Facility, whether defective or otherwise. Specifically, it is an ongoing condition of entry that all guests understand & accept:
- 1.32.2 By your participation, you accept the inherent risks of possible injury or harm associated with water sports & other activities at our beach club & the inherent risks associated with any activity in or near water.
- 1.32.3 You should consider this participation in a responsible manner & with good judgment.
- 1.32.4 We will not be liable for any personal injury or loss where negligence cannot be attributed to the owners & operational team of Atlas Beach Club.
- 1.32.5 All personal belongings are solely the guests responsibility. Atlas Beach Club Bali takes no responsibility for lost, damaged or stolen items.
- 1.32.6 Assume & accept all risks related to participation by them & their families in activities organized by Atlas Beach Club Bali or undertaken in the Atlas Beach Club Bali Facility.
- 1.32.7 Grant permission to the Operational team, Management, Staff & the Atlas Beach Club Bali to act on their behalf according to their best judgment in any emergency affecting themselves & their Families which may occur whilst they are attending activities organized by Atlas Beach Club Bali.
- 1.32.8 Authorise Atlas Beach Club Bali to arrange for them or their families to be administered such medical attention & to have them brought to a medical facility as deemed appropriate by Atlas Beach Club Bali.
- 1.32.9 Agree that all & any medical or hospitalization charges relating thereto will be entirely for their account & not be the responsibility of Atlas Beach Club Bali.
- 1.32.10 Specifically absolve Atlas Beach Club Bali of any & all responsibility for personal accidents, injuries or

damages sustained by them & their Families whilst in the Atlas Beach Club Bali Facility or during their participation in activities organized by Atlas Beach Club Bali.

- 1.32.11 Release Atlas Beach Club Bali irrevocably from any & all personal & corporate liability claims.
- 1.32.12 Take out insurance cover deemed by them to cover activities to be carried out by Atlas Beach Club Bali in relation to them & their Families.
- 1.32.13 Acknowledge that Atlas Beach Club Bali is not obliged to & may not purchase insurance coverage in respect of personal accidents, injuries or damages sustained by them & their Families during activities supervised by Atlas Beach Club Bali or carried out in the Atlas Beach Club Bali Facility.
- 1.32.14 Indemnify Atlas Beach Club Bali in full against all claims, losses, damages, costs & expenses which Atlas Beach Club Bali may suffer or incur as a result of or in connection with the breach by such Member, his Spouse (if any) or guests of any of these Rules & Regulations, or any applicable rules or regulations in use in any manner at Atlas Beach Club Bali, & each Member shall forthwith on demand and pay in full to Atlas Beach Club Bali such claim, losses, damages, costs & expenses.
- 1.32.15 The Operational team shall be solely responsible for any provision of finance to Atlas Beach Club Bali & for ensuring that at all times; Atlas Beach Club Bali complies with all statutes, rules, regulations & governmental & regulatory requirements applicable to the operation & business of Atlas Beach Club Bali.
- 1.32.16 Guests understand that photos & video footage may be taken for advertising, promotion, & marketing purpose.

#### **E-VOUCHER TERM & CONDITION**

1. Customers who have made a reservation and have paid in full then suddenly experience lousy weather or some events are beyond management's fault, customers are allowed to be rescheduled of what has been paid as E-voucher..
2. Customers who have made a reservation and paid in full suddenly experience an incident that is management's fault. The customer is allowed to refunded 100% as an E- voucher of what has been paid. (Provided that you have not made F&B transactions at ATLAS BEACH CLUB, if you have made a transaction, what will be refunded is the remaining fee, not what has been paid).
3. If the customer does not attend (NO SHOW) and does not inform ATLAS BEACH CLUB, the DP that has been transferred will be declared VOID and cannot be refunded.
4. In case of an Event at ATLAS BEACH CLUB, purchased tickets and bookings are non-refundable.
5. Finance will create and release the E-voucher H+1 **Working Day** after Approved by Management.
6. Special case only if a customer comes on Weekend and would like to redeem it on the next day, Finance Dept. will prepare the E-Voucher
7. All E Voucher valid for 18 Month