FINNS RECREATION CLUB TERMS & CONDITIONS

1.FINNS BALI GENERAL TERMS AND CONDITIONS

Payment constitutes acceptance of all FINNS Bali terms and conditions Upon entry to any FINNS Bali venue, guests acknowledge and agree to all terms and conditionss

1.1 OPERATING DAYS & HOURS

1.1.1 FINNS Bali opening hours vary between facilities. Please refer to FINNS Bali websites for hours of operation

1.1.2 FINNS Bali Management reserves the right to change the operations days and hours as it deems fit without prior notice

1.1.3 FINNS Bali will not open on Nyepi (Silence Day) in accordance with Balinese custom

1.2 PRIVATE FUNCTIONS

1.2.1 FINNS Bali may at any time close certain areas for private functions or special events

1.2.2 Areas of FINNS Bali may be rented for private functions and events

1.2.3 Booking inquiries should be made in writing to the Event team via email at events@finnsbali.com

1.2.4 FINNS Bali members may be entitled to a discount on the FINNS Bali venue hire in accordance with their Membership benefits

1.3. BOOKINGS & RESERVATIONS

1.3.1 Online bookings must be paid in full at time of booking

1.3.2 Online payments are processed through Stripe for international card transactions and Xendit or bank transfer for domestic transactions

1.3.3 Prices are in Indonesian Rupiah excluding tax and service charges

1.3.4 Currency conversion rates are estimates only. Final payment calculations will be determined by your financial institutions

1.3.5 After completing your booking, an automatic e-booking confirmation will be emailed to your designated email address

1.3.6 Tickets are valid for use only on the date written on the e-ticket

1.3.7 Guests must show booking confirmation via hard copy or mobile device upon arrival at Reception

1.3.8 If you cannot present booking confirmation or valid ID in booking name then the reservation will be denied and no refunds will be provided

1.3.9 All information given to FINNS Bali must be accurate and current

1.3.10 Booking is not applicable for group bookings. All bookings will be treated individually

1.3.11 FINNS 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

1.4. 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 If the venue is open and you choose not to attend then 100% *cancellation fee applies*

1.4.3 Failure to attend on the day of booking is considered a no show and 100% *cancellation fee applies*

1.5 TATTOO POLICY

1.5.1 Guests with head or facial tattoos are not permitted to enter the venue



1.5.2 Guests with visible tattoos inside the red dotted lines will be refused entry

1.6 DAMAGES

1.6.1 Guests are liable for any repairs or replacement of any FINNS Bali Facilities which is damaged by them, whether accidental or intentional

1.7. LOSSES

1.7.1 FINNS Bali is not responsible and will not be held responsible for any loss of personal belongings of Members, visitors and guests

1.7.2 Lost and Found matters should be directed to Reception and will be recorded on the Lost and Found report by FINNS Bali employee

1.7.3 FINNS Bali's items that are rented by members, visitors and guests such as towels, locker's key and any others that are lost, the replacement cost will be borne by the members or by the owners of the membership, visitors and guests

1.8 WEAPONS

1.8.1 No weapons, firearms or dangerous items are allowed inside the venue. The exception to this rule are FINNS Bali in-house Police or when Police or Army escorting VIP Guest, Politicians etc

1.8.2 Armed members of Bali Polda forces are stationed at FINNS Bali entrances and seawall to act as a deterrent and take action if any act of terrorism is carried out on FINNS Bali property. They are stationed at FINNS Bali discretion

1.9 UNDER THE INFLUENCE

1.9.1 Members, visitors and guests who are under strong influence of alcohol or prohibited drugs will not be permitted to enter FINNS Bali or use any facilities

1.10 VEHICLES & CAR PARKING

1.10.1 All vehicles must be fully checked by security at entry, prior to access to the venue.

1.10.2 FINNS Bali accepts no responsibility for cars parked on their premises

1.10.3 The car parks will remain open during operating hours of the FINNS Bali or as otherwise determined by Management

1.10.4 The maximum speed limit within FINNS Bali premises is 5kph

1.10.5 Guests are required to observe all directions and signage of FINNS Bali within car parking areas

1.10.6 Vehicles entering the FINNS 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 FINNS Bali facilities

1.11 DRESS CODE

1.11.1 Areas or Special Events within FINNS Bali may observe specific dress codes

1.11.2 Please refer to FINNS Bali websites for specific details

1.11.3 For clarifications all visitors shall refer to FINNS Bali Management

1.12 MOBILE PHONES

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

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

1.12.2.1 Fitness Centre and Locker Rooms

1.12.2.2 Tennis Centre

1.12.2.3 Multi-Function Hall

1.12.2.4 Business Centre

1.12.2.5 Body Temple Spa Area

1.12.3 Members, visitors and members' guests who are causing a disturbance to other Members, visitors and members' guests will be requested to make and receive calls in the open or private areas

1.13 MUSIC MEDIA

1.13.1 The playing of music of any kind is not permitted within the FINNS Bali Facilities unless played through earphones/plugs or authorized by the Manager as part of an organized function

1.14 PETS & ANIMALS

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

1.15 SMOKING

1.15.1 Smoking is not permitted in the following areas:

1.15.1.1 FINNS Beach Club and FINNS VIP Beach Club Entrance Foyer and Reception

1.15.1.2 FINNS Recreation Club Lobby and Reception

1.15.1.3 Fitness Centre

1.15.1.4 Tennis Centre

1.15.1.5 Indoor area of Strike Ten Pin Bowling (smoking is permitted on the Balcony)

1.15.1.6 Bounce Trampoline Centre

1.15.1.7 Multi-Function Hall

1.15.1.8 Co working and Silent booths areas.

1.15.1.9 The undercover area of Bistro c. (smoking is permitted under the shades in the lounge chairs in Bistro c.)

1.15.1.10 Indoor AC area of Sports Bar (smoking is permitted in front of the Sports Bar on the high tables)

1.15.1.11 Boardroom

1.15.1.12 Locker Rooms

1.15.1.13 Within 5m of sports activities on the Sports Field

1.15.1.14 Splash Water Park & Swimming Pool (except the smoking area)

1.15.1.15 Cubby House Kids Club

1.15.1.16 Body Temple Spa

1.15.1.17 FINNS Bali reserves the right to extend the areas where smoking is not permitted as it sees fit

1.16 CARRYING ON A BUSINESS

1.16.1 Professional trainers, coaches and teachers may not practice their trade nor may any form of tuition activity be carried out by Members/Visitors/Members' Guests for monetary or barter reward at FINNS Bali except with the prior written permission of Management

1.17 PROHIBITED ITEMS

1.17.1 All bags and other goods in your possession will be checked upon entering FINNS Bali premises. Any items not permitted with be labeled and held by security until departure

1.17.2 Outside food and beverages are not permitted

1.17.3 Single use plastic bottles are not permitted

1.17.4 The following items may not be used on the FINNS Bali Facilities: golf clubs, rollerblades, roller skates, "wheelies", skateboards, scooters, remote-controlled toys, including drones and any other item that might 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 FINNS Marketing Department

1.17.6 Animals are not permitted in the venue

1.17.7 Inflatable pool toys are not permitted

1.17.8 Balloons and decorations are not permitted

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

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

1.18 BACK OF HOUSE

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

1.19 VAT & CHARGES

1.19.1 All prices and fees payable at FINNS Bali are subject to prevailing Indonesian Government regulations

1.19.2 A schedule of FINNS Bali charges and fees determined by the Management and as detailed in the FINNS Bali rules will be posted on FINNS Bali websites

1.20 AMENDMENTS

1.20.1 FINNS Bali terms & conditions may be amended or modified without prior notice

1.20.2 FINNS Bali Reserves the right to change venue layout at any time without prior notice

1.20.3 Restrictions or limitations on access to the beach club and beach may be imposed at any time

1.20.4 We may close the complete venue, specific areas on a permanent or temporary basis at any time. If your reservation is affected, FINNS Reservations will contact you as soon as possible and advise the alternatives

1.20.5 We reserve the right to modify these conditions at any time

1.21 NOTICES

1.21.1 All notices given by FINNS Bali under the FINNS Bali rules otherwise may be given by: leaving such notice at the Member’s registered address at FINNS Bali; sending by registered post to such address; or by electronic mail registered with FINNS Bali

1.22 COMPLIANCE WITH FINNS BALI RULES

1.22.1 FINNS Bali reserves the right to deny access to anyone who refuses to comply with the FINNS Bali rules

1.22.2 FINNS Bali reserves the right to remove and ban any person from FINNS Bali facilities at any time if directions are not followed and/or Terms and Conditions in place are not followed

1.23 MANAGEMENT AND STAFF

1.23.1 The day to day operations of FINNS Bali are performed by salaried managers and staff who report directly to the FINNS Bali Manager. The Operator reserves the right to appoint a third party organization to act as Manager of FINNS Bali upon such terms, conditions and payments as the Operator deems fit

1.23.2 All members and guest agrees to treat all FINNS Bali staff with the utmost decency and respect

1.23.3 FINNS Bali has zero tolerance to any disrespect towards FINNS Bali staff and customers and reserves the right to evict anyone upon a substantiated report of disrespect towards FINNS Bali staff or customers

1.24 CONDUCT OF PERSONS AT FINNS BALI

1.24.1 FINNS 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 FINNS Bali rules:

1.24.2 Subjecting another Member or Staff to physical or verbal abuse which shall include use of profanity and the threat of or actual violence and threatening, offensive or harmful conduct

1.24.3 Interrupting the operations of FINNS Bali by countermanding or questioning instructions issued to Staff by Management

1.24.4 Broadcasting and publishing or assisting therein, any statement which could be construed in the opinion of the Management as detrimental to the reputation of FINNS Bali, including its Members, Management and Staff

1.24.5 Management has been granted authority by the Operator to remove immediately from the FINNS Bali Venues any person breaching the FINNS Bali Rules relating to conduct

1.24.6 FINNS Bali reserves the right to evict immediately anyone (guest or complete group) causing excessive damage or nuisance or if unlawful activities occur. If required, the relevant Indonesian authority will be contacted. FINNS Bali decision is final and no-refund will be provided

1.25 INTERPRETATION OF FINNS BALI RULES

1.25.1 In the event of any ambiguity in the interpretation of the FINNS Bali rules, the Management’s opinion on the matter shall be final

1.26 CHILDREN

1.26.1 FINNS Bali’s mission is to cater the needs of all Families and hence Members are encouraged to bring their Children to the FINNS Bali Facilities. However, in the interests of maintaining an atmosphere within the FINNS Bali Facilities congenial also to social and recreational activities for adults, FINNS Bali has established certain guidelines for Children within the FINNS Bali rules as set out in this section

1.26.2 The general guideline is that Children, except when attending the FINNS Recreation Club unaccompanied during an organized activity, remain at all time within the responsibility of a parent who is expected to ensure that they act in a reasonable manner without causing undue disturbance to other members, visitors and/or members’ guests

1.26.3 Children must be supervised by an adult at all times. Supervision of children is the sole responsibility of the parent/guardian. FINNS Bali is not responsible for supervision of children or injury or damage that occurs on the premises from a result of children not being supervised.

1.26.4 Children remain at all times the responsibility of a parent who is expected to ensure that they act in a reasonable manner without causing undue disturbance to other guests

1.27 SECURITY AND EMERGENCY PROCEDURES

1.27.1 FINNS Bali has signed a contract with International security consultants and Management will introduce security and emergency measures from time to time

1.27.2 For the protection of FINNS Bali Facilities and Members/Visitors/Members' Guests, all patrons are encouraged to familiarize themselves with all security and emergency measures implemented by FINNS Bali and in times of emergency, obey all instructions of Staff who will have been trained to handle such situations

1.28 LEGAL DRINKING AGE

1.28.1 The legal drinking age in Indonesia is 21 years. FINNS Bali may request photo ID to show proof of age at any time

1.28.2 Alcoholic beverages will not be served to persons under 21 years

2. FINNS BALI DEPARTMENTAL TERMS AND CONDITIONS

2.1 FOOD & BEVERAGE

2.1.1 Members/Visitors/Members' Guests are permitted in FINNS Bali Facilities to consume only food and drinks which has been provided by FINNS Bali, which means no outside food and beverage is allowed with the exception of baby food.

2.1.2 FINNS Bali holding time for casual dine-in reservation in the restaurants is 15 minutes.

2.1.3 Private bookings/closure of outlets for private gatherings, functions or parties in FINNS Recreation Club shall be arranged with the Sales & Events Department via email to events@finnsbali.com

2.1.4 FINNS Bali members discount on Food and Beverage is in accordance with the Membership Terms and Conditions

2.1.5 FINNS Bali Gift Vouchers can be used towards Food and Beverage purchase, provided that it is presented upon bill settlement

2.1.6 bistro. c

2.1.6.1 bistro. c is located at the entrance to the FINNS Recreation Club and is open for FINNS Bali members and the public

2.1.7 Function Room

2.1.7.1 The Function Room is located on the left from Bistro c. terrace within the FINNS Recreation Club and is open for FINNS Bali members and the public

2.1.8 Splash Bar and Poolside Dining

2.1.8.1 Splash Bar and Dining is located in the Splash Water Park area within the FINNS Recreation Club

2.1.8.2 The attire for Splash Bar and Poolside Dining is casual, swimwear or sporty

2.1.9 Strike Bar

2.1.9.1 Strike Bar is located on the 2nd floor of FINNS Recreation Club at the west side as an addition to Strike Ten Pin Bowling open to the public

2.2 CUBBY HOUSE KIDS CLUB

2.2.1 Cubby House Kids Club is designated for children of the age 2 to 12 years old. Children under 2 years shall be accompanied with their parent(s) or Nanny appointed by the family

2.2.2 No shoes may be worn in the Cubby House Kids Club

2.2.3 Food and beverage is served in the Cubby House Kids Club. The menu shall be approved by parent(s). In case of medical restrictions parent(s) must inform the Cubby House Kids Club Staff

2.2.4 Strictly NO NUTS policy

2.2.5 No equipment, toys, educational materials from the Cubby House Kids Club may be taken outside

2.2.6 No camera is allowed inside the Cubby House Kids Club unless approved by the FINNS Bali Management

2.2.7 FINNS Bali shall not be held responsible for accidents to visitors using the facility and to any other persons in the vicinity of the Cubby House Kids Club area

2.2.8 No adult is allowed inside unless accompanying children under 2 years old

2.2.9 A Cubby House Kids Club Waiver Form must be signed by the parents upon arrival

2.2.10 FINNS Bali shall not be responsible for any injury, death or illness or any loss or damage in the FINNS facility whatsoever/howsoever caused; sustained or incurred out of, or in any way connected with the use whether proper or otherwise, of the Cubby House Kids Club, whether defective or otherwise

2.3 BODY TEMPLE SPA

2.3.1 All visitors are requested to remain quiet and refrain from using their mobile phones in the spa area in respect to others

2.3.2Visitors may only consume food and drinks served by Body Temple Spa

2.3.3 No equipment from Body Temple Spa may be removed from the spa area

2.3.4 Failure to arrive at the appointed time may result in your treatment time being reduced

2.3.5 Notification of an appointment cancellation is required at least 4 hours prior to avoid a cancellation fee

2.3.6 FINNS Bali shall not be held responsible for accidents to visitors using the facility and to any other persons in the vicinity of the Body Temple Spa area

2.3.7 FINNS Bali shall not be responsible for any injury, death or illness or any loss or damage in the FINNS facility whatsoever / however caused; sustained or incurred out of, or in any way connected with the use whether proper or otherwise, of the Body Temple Spa, whether defective or otherwise

2.4 CO-WORKING HUB

2.4.1 Co-Working Hub, including Silent Booths is available for FINNS Bali members and the public

2.4.2 Business Centre is available exclusively for selected members as per membership entitlements

2.4.3 Children under 17 years are not permitted to be in the Co-Working Hub areas

2.4.4 Food is not permitted in the silent area of the Business Centre

2.4.5 FINNS Bali is not responsible for and not to be held responsible for any lost belongings such as electronics, books, journals, newspapers

2.4.6 FINNS reserves the right to move belongings to the assigned room should it be left unattended for 45 minutes

2.5 SPORT & RECREATION

2.5.1 FITNESS CENTRE

2.5.1.1 The Fitness Centre shall be for the exclusive use of FINNS Bali members, members' guests and Day Pass holders

2.5.1.2 A dress code shall be observed inside the Fitness Centre. Shoes with rubber soles, t-shirt/singlet and track outfits are recommended. Shirts and closed shoes must be worn at all times

2.5.1.3 The Fitness Centre's guests and members are to be mindful of others using this area. Consideration of noise and personal hygiene must be observed

2.5.1.4 Rules & Regulations for the use of the equipment and facilities will be posted in the Fitness Centre and must be adhered to at all times. If requested to follow rules by FINNS Staff or FINNS Personal Trainer, members and guests must comply with such request; failure to do so will result in removal from the facilities with no option for refunds

2.5.1.5 No visitors under 13 years of age are allowed to use the Fitness Centre unless part of an organized FINNS activity or under the direct supervision of a FINNS Personal Trainer

2.5.1.6 Children aged between 13 and 18 are permitted to use the Fitness Centre but are required to have a Consent Form signed by their parents or guardians before their first workout

2.5.1.7 Members are required to present their Membership card before being admitted

2.5.1.8 All visitors are advised to have a medical examination prior to starting an exercise program. FINNS Bali does not provide this service and it is the responsibility of visitors

2.5.1.9 Personal Fitness Training is available at the Fitness Centre by appointment No external trainers are permitted to give instruction in the Fitness Centre

2.5.1.10 Persons using the Fitness Centre's equipment and/or facilities do so at their own risk and responsibility

2.5.1.11 FINNS Bali shall not be held responsible for accidents to bathers using the Fitness Centre and to any other persons in the vicinity of the Fitness Centre

2.5.1.12 FINNS Bali shall not be responsible for any injury, death or illness or any loss or damage in the FINNS facilities whatsoever/however caused; sustained or incurred out of, or in any way connected with the use whether proper or otherwise, of the Fitness Centre area, whether defective or otherwise
2.5.1.13.Locker rental is available for members and non-members. If members would like to have their own permanent locker, a rental fee is applicable with a monthly or yearly option

2.5.2. SWIMMING POOL

2.5.2.1 Persons using the swimming pool do so at their own risk and responsibility

2.5.2.2 Except during organized FINNS Recreation Club activities, the swimming pool is limited to the exclusive use of FINNS Bali members, member guests and Day Pass holders

2.5.2.3 The main access gate to the swimming pool closes at 5:00 PM. After 5:00 PM, access is through the locker change rooms. Swimming Pool closes at 7:00 PM

2.5.2.4 All visitors are requested to use the poolside showers before using the swimming pool

2.5.2.5 Proper bathing attire must be worn at all times. Nudity is not allowed

2.5.2.6 No child is allowed in the pool area or in the pool unless accompanied by an adult (parents, nanny or guardian). Although the facility will have a lifeguard on duty during operational hours, any adult bringing children into the swimming pool shall be responsible for their safety

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

2.5.2.8 Running and shouting around the pool area is not permitted

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

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

2.5.2.11 No metal articles, large inflatable toys or toys of a hazardous nature will be permitted in the pool area

2.5.2.12 Only experienced swimmers should swim in the deep end of the pool

2.5.2.13 A Splash Waiver is required to be signed by every participant before using the facilities. For children under 18 years old, the waiver must be signed by their parents or guardians

2.5.2.14 FINNS Bali shall not be held responsible for accidents to bathers using the pool and to any other persons in the vicinity of the pool area

2.5.2.15 FINNS Bali shall not be responsible for any injury, death or illness or any loss or damage in the FINNS 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

2.5.3 SPORTS FIELD

2.5.3.1 The Sports Field is for general use and shall be subject to directions from the FINNS Recreation Club's grounds staff which shall be given to maintain a healthy playing surface. The decisions of grounds staff in relation to the Sports Field are final and may not be contested by members and visitors

2.5.3.2 The Sports Field is intended primarily for use by members during programmed or organized activities and Management may prohibit free play on the Sports Field as it sees fit

2.5.3.3 Pre-booked use of the Sports Field will always take priority over free play

2.5.3.4 Visitors may also be granted use of the Sports Field for events and activities organized by the FINNS Recreation Club and under certain conditions laid out by Management from time to time

2.5.3.5 A member may book the Sports Field subject to general FINNS Recreation Club requirements and for the purposes of undertaking bonafide team sport. A charge is levied for pitch use as determined by Management from time to time. Inclement weather may not be cited as a reason for waiver by the FINNS Recreation Club of late cancellation or no-show charges relating to bookings of the Playing Field if, in the opinion of Management, the Playing Field is suitable for play at the commencement of the reserved time

2.5.3.6 In the event that, during the course of a reserved period of play, Management is of the opinion that play may not continue because of inclement weather or other reasons beyond the FINNS Recreation Club's control, the charge for the Playing Field will be levied to the booking member pro-rata to the nearest quarter hour of the booking already utilized

2.5.3.7 All non-member players on the Sports Field are deemed Visitors

2.5.3.8 FINNS Bali shall not be held responsible for accidents to players using the Sports Field and to any other persons in the vicinity of the Sports Field

2.5.3.9 FINNS Bali shall not be responsible for any injury, death or illness or any loss or damage in the FINNS facility whatsoever/howsoever caused; sustained or incurred out of, or in any way connected with the use whether proper or otherwise, of the Sports Field area, whether defective or otherwise

2.5.4. MULTI-FUNCTION HALL (MFH)

2.5.3.1 The MFH is a multi-purpose hall which is used for indoor multi-sports and functions

2.5.3.2 The MFH prioritizes Junior Sports Academy (JSA) sessions and Social Sports Sessions

2.5.3.3 All users are required to wear proper sporting attire at all times

2.5.3.4 Only non-marking rubber soled shoes will be allowed. Players must wear a t- shirt/singlet when using the MFH

2.5.3.5 During peak hours, MFH use will be limited to one hour as a courtesy to other Members

2.5.3.6 Reservation for use of the MFH by FINNS Bali Members can be made only through Reception and should be at least 24 hours in advance. Reservations not taken up 15 minutes into the reservation will be forfeited

2.5.3.7 MFH bookings for longer or larger events will be managed by the Event Sales department and will carry its own prices and Terms & Conditions
2.5.3.8 FINNS Bali Members must accompany their guests at all times

2.5.3.9 Availability of the MFH is as per the program issued by the FINNS Recreation Club

2.5.3.10 Shouting and/or any display of unsportsmanlike conduct are prohibited

2.5.3.11 Gambling or betting in any form is not allowed

2.5.3.12 FINNS Bali reserves the right to deny access to the MFH to anyone who does not adhere to these Terms & Conditions

2.5.3.13 Persons using the MFH do so at their own risk and responsibility

2.5.3.14 FINNS Bali shall not be responsible for any injury, death or illness or any loss or damage in the FINNS facility whatsoever/howsoever caused; sustained or incurred out of, or in any way connected with the use whether proper or otherwise, of the MFH area, whether defective or otherwise

2.5.5 TENNIS CENTRE

2.5.5.1 All players are required to wear proper sporting attire at all times

2.5.5.2 Only non-marking rubber soled shoes will be allowed. Players must wear a t-shirt /singlet when using the courts

2.5.5.3 Rules for the booking of courts and the use of the equipment and facilities will be posted in the Tennis Centre area and must be adhered to at all times

2.5.5.4 Only FINNS Bali members or FINNS Bali Day Pass holders are able to book the courts for free in accordance with the membership benefit list and the FINNS Bali Day Pass T&Cs

2.5.5.5 Members who fail to take up a reservation or cancel usage less than twelve hours prior to the reserved time will be charged a usage fee as per the Tennis Booking Policy

2.5.5.6 Availability of the courts is as per the program issued by the FINNS Recreation Club

2.5.5.7 Shouting and/or any display of unsportsmanlike conduct are prohibited

2.5.5.8 Gambling or betting in any form is not allowed 2.5.5.9. FINNS Bali reserves the right to deny access to the courts to anyone who does not adhere to these Terms & Conditions

2.5.5.10 Persons using the courts do so at their own risk and responsibility

2.5.5.11 FINNS Bali shall not be responsible for any injury, death or illness or any loss or damage in the FINNS facility whatsoever/howsoever caused; sustained or incurred out of, or in any way connected with the use whether proper or otherwise, of the Tennis Centre area, whether defective or otherwise

2.5.5.12 Freelance coaching is not allowed at tennis under any circumstances

2.5.6 STRIKE BOWLING

2.5.6.1 All visitors are required to wear proper casual attire at all times

2.5.6.2 All visitors shall rent shoes at the front desk and wear them with socks. The socks can be brought by the visitors or purchased at the Strike Reception

2.5.6.3 FINNS Bali does not apply a minimum age for using the Strike Bowling facility, but all children under 16 years old must be accompanied by their parents

2.5.6.4 FINNS Bali shall not be held responsible for accidents to visitors using the facility and to any other persons in the vicinity of the bowling area

2.5.6.5 FINNS Bali shall not be responsible for any injury, death or illness or any loss or damage in the FINNS facility whatsoever/howsoever caused; sustained or incurred out of, or in any way connected with the use whether proper or otherwise, of the Strike Bowling area, whether defective or otherwise

2.5.7 BOUNCE TRAMPOLINE CENTRE

2.5.7.1 All visitors must be aware of the risk and decide if the benefits of involvement in the Bounce Trampoline Centre are worth the risk of injury

2.5.7.2 A Bounce Waiver is required to be signed by every participant before using the facilities. For children under 18 years old, the waiver must be signed by their parents or guardians. The Bounce Waiver must be signed once per year

2.5.7.3 Rules & Regulations for the use of the facilities and equipment will be posted in the Bounce Trampoline Centre area and must be adhered to at all times

2.5.7.4 All visitors are required to wear proper sporting attire at all times which will be comfortable for a gymnastic exercise

2.5.7.5 No shoes are allowed in the trampolines area. All visitors must take off shoes at the entrance

2.5.7.6 All visitors must wear ‘Grip’ socks when inside the bounce area. The ‘Grip’ socks can be brought by the visitors or purchased at the Bounce Reception

2.5.7.7 Children under 3 years old are not charged an entrance fee but must be accompanied by an adult ticket holder

2.5.7.8 FINNS Bali shall not be held responsible for accidents to visitors using the facility and to any other persons in the vicinity of the trampolines area

2.5.7.9 FINNS Bali shall not be responsible for any injury, death or illness or any loss or damage in the FINNS facility whatsoever/howsoever caused; sustained or incurred out of, or in any way connected with the use whether proper or otherwise, of the trampoline centre, whether defective or otherwise

2.5.8 JUNIOR SPORTS ACADEMY (JSA)

2.5.8.1 All JSA sessions must be paid for before any session is attended, if payment is not made, students might be turned away from activities

2.5.8.2 JSA sessions are available for all guests including Non-Members

2.5.8.3 A JSA Waiver is required to be signed by the parents or guardians of every participant, before partaking in any activities

2.5.8.4 Child members are required to present their Platinum child nominative membership card to receive their member discount upon signing up to any JSA activities accordance to the Membership Terms and Conditions

2.5.8.5 Cardholders with inactive, frozen or memberships with dues owing will not be entitled to the discounted rate and must pay a non-member price
2.5.8.6 JSA discounts are only available for the the Platinum Card owner, as per the Platinum Child Owner Membership terms and conditions

2.5.8.7 Supplementary Platinum Cards cannot register any children under the profile

2.5.8.8 Children must be registered at the time the member joins or completes a transfer of a second-hand membership

2.5.8.9 Children who are born during the membership period can be added to the membership profile (only required to be added at the age of 3)
2.5.8.10 Children are considered 3 to 13 years old

2.5.8.11 Any JSA sessions that are paid for but not attended cannot be substituted or refunded

2.5.8.12 Rules & Regulations for the booking, signing up, missed sessions, make up sessions, refunds and others will be posted in the registration forms which are to be signed by the parents/guardians upon signing up their children for any JSA Term or Holiday Camp

2.5.8.13 JSA Coaches may be substituted at any time, without notice. If a JSA session proceeds with a different coach than normal, there will be no refunds or substitutions

2.5.8.14 Students are required to handle themselves appropriately and follow the coaches' instructions at all times. Un-sportsmanship or other inappropriate behavior will not be tolerated and, depending on the gravity of the issue, students could face a temporary or permanent ban from JSA and FINNS Recreation Club if they incur in such actions

2.5.8.15 Children with medical conditions must present a certificate of approval from a doctor to participate in any JSA activities

2.5.8.16 FINNS Bali shall not be held responsible for accidents to visitors using the various JSA facilities and to any other persons in the vicinity of the area
2.5.8.17 FINNS Bali shall not be responsible for any injury, death or illness or any loss or damage in the FINNS Facilities, whatsoever/howsoever caused; sustained or incurred out of, or in any way connected with the use whether proper or otherwise, of any facilities related to JSA activities, whether defective or otherwise

3. FINNS BALI MEMBERSHIP

3.1 PREAMBLE AND DEFINITIONS

3.1.1 Academy (ies) means sports and recreation academies established within the FINNS Recreation Club for the purposes of providing specific and organized training, coaching and playing sports and activities for Children

3.1.2 bistro. c means a restaurant indoor and outdoor area located between FINNS Recreation Club

3.1.3 BMI means PT. Bali Mitra International, a foreign joint venture company (PMA) in Indonesia licensed by the Indonesian authorities to own and operate FINNS Bali

3.1.4 Child/Children means a dependent(s) of a Member who is older than 3 years of age but has not yet reached 18 years of age

3.1.5 Day Pass means a General Admission ticket giving the bearer the right to use FINNS Bali facilities for one single day during its published opening hours, yet may be upgraded before its expiry to a Membership

3.1.6 Domestic Employee means an individual in the direct employment at the usual residence of an Individual Member, Family Member or Corporate Nominee
3.1.7 Due Date means, as relates to a Quarterly Statement, the last working day of the month in which each Quarterly Statement is issued

3.1.8 Effective Date means in relation to the resignation of a Member the date of resignation as set out in the Member's written notice of resignation

3.1.9 FINNS Bali means the membership scheme own and operated by BMI providing benefits, privileges and services afforded under the membership scheme of FINNS Bali

3.1.10 FINNS Bali Facility means the physical property facilities and equipment owned or rented by BMI and located at Banjar Tegal Gundul, Jalan Pantai Berawa, Canggu, North Kuta, Bali, and/or the benefits and privileges provided by FINNS Bali from time to time including the FINNS Bali Rights

3.1.11 FINNS Beach Club means the Beach Club and VIP Beach Club located on Jalan Pantai Berawa, Canggu, North Kuta; "FINNS Recreation Club" means the Sports & Recreation Club located on Jalan Pantai Berawa, Canggu, North Kuta; "FINNS Bali Venues" refers to the FINNS Beach Club and FINNS Recreation Club

3.1.12 FINNS Bali Guest means a non-contractor/supplier individual, not being a Member Guest, who is authorized to enter and/or use the FINNS Bali Facility at the discretion of Management and attend events and activities organized by FINNS Bali

3.1.13 FINNS Bali Manager means an individual appointed by FINNS Bali to act as general manager of the operations of FINNS Bali and the FINNS Bali Facility
3.1.14 FINNS Bali Rights means the rights of Members to use the benefits and privileges afforded to Members by the Club from time to time

3.1.15 FINNS Bali Rules means the Rules and Regulations and House Rules pertaining to Membership of FINNS Bali, as set out below and as may from time to time be altered, revoked or added to pursuant to the FINNS Bali Rules

3.1.16 FINNS Cashless means the cashless system available to Members only where they can pre-load money onto the Membership Card as a form of payment at all FINNS Bali Venues. By agreeing to the Membership Terms members agree to allow FINNS Bali to deduct money from FINNS Cashless as according to any reason as defined in this document

3.1.17 Group Bookings refers to any booking made from 15 people onwards

3.1.18 House Rules means the House Rules of FINNS Bali from time to time; "Indonesia" means the Republic of Indonesia

3.1.19 Lifestyle Membership means the daily, weekly, monthly, quarterly and annual access passes, paid upfront at the time of registration, and giving the holder access to the FINNS Bali facility for the duration stated in his/her membership

3.1.20 Manager or Management means the FINNS Bali Manager and/or any organization appointed by the Operator to carry out the functions of the FINNS Bali Manager

3.1.21 Member means an owner of FINNS Bali Rights under any category of Membership of FINNS Bali, and where the context permits, an individual and his/her Family holding a Membership account at the FINNS Bali, who pays the Membership Joining Fee and Membership Dues in exchange for FINNS Bali Rights for a predetermined period of time

3.1.22 Member Guest means an individual who is specifically invited to enter and/or use the FINNS Bali Facility and signed in by a Member in accordance with the Rules and Regulations

3.1.23 Membership means ownership of FINNS Bali Rights incorporated in each Member's category of Membership of the FINNS Bali

3.1.24 Member Services means the team, under the direction of the Membership Director, located within the FINNS Recreation Centre

3.1.25 Membership Dues means Membership subscriptions or dues payable to FINNS Bali by Members for access to the facilities of FINNS Bali and validation of ongoing Membership

3.1.26 Membership Joining Fee means the non-refundable fee under all circumstances paid for any category of membership at FINNS Bali

3.1.27 Operator means PT Bali Mitra International or its nominee

3.1.28 Partner means a legal spouse or partner of a Member residing at the same address as such Member, or as otherwise defined in the Rules and Regulations

3.1.29 Platinum Member means the owner and nominees of a Platinum Membership as registered in FINNS Bali's Membership roster, and may include villa, resort, business owners, or individual and their nominees or guests

3.1.30 Platinum Membership means the ownership of rights by the owner (one individual only) of a specified villa, resort property, business or individual who holds a Membership account at FINNS Bali, who pays the Membership Joining Fee and Membership Dues in exchange for FINNS Bali Rights for a predetermined period of time

3.1.31 Private Events refers to any private event booking of an exclusive area

3.1.32 Quarterly Statement means a statement of account issued in each quarter of all the Membership Dues and any other charges for which a Member is liable to the Operator

3.1.33 Sport Bar means the Sports Bar area within Bistro C restaurant located within the FINNS Bali Facility

3.1.34 Staff means staff of FINNS Bali and the FINNS Recreation Club and FINNS Beach Club including Management and independent contractors

3.1.35 Visitor means a non-contractor/supplier individual, not being a Member Guest or FINNS Bali Guest, who is authorized to enter and/or use the FINNS Bali Facility at the discretion of Management to attend an event or activity organized by FINNS Bali

3.2 TERMS AND CONDITIONS

3.2.1 CONSTITUTION

3.2.2 FINNS Bali is constituted as a privately-owned Sports & Recreation Club and Beach Club comprising the Membership Scheme under which Members hold some FINNS Bali Rights

3.2.3 NAME OF THE CLUB

3.2.3.1 The FINNS Bali Recreation Club and FINNS Bali Beach Club shall be known as "FINNS Bali" or any other name that the Operator may choose to apply at a later stageMEMBERSHIP SCHEME ("MS")

3.2.3.2 The Membership Scheme shall be under the ownership and control of the Operator. The contractual rights of Members are established solely with the Operator who shall grant FINNS Bali Rights to Members

3.2.4 RIGHTS OF MEMBERSHIP

3.2.4.1 Members are those individuals who have reached the age of 18 years or those partnerships, bodies corporate or unincorporated, which

3.2.4.2 have applied for Membership

3.2.4.3 Member Adult is an individual from the age of 18 years old or above

3.2.4.4 Member Child is an individual strictly below 18 years old

3.2.4.5 A Member shall be entitled to enter and/or use the FINNS Bali Facility subject to the Terms and Conditions. FINNS Bali Rights are personal to a Member and are transferable only in accordance with the Terms and Conditions

3.2.4.6 Membership does not confer upon a Member any ownership, interest, right, benefit or title to or in any of the Facility or assets of the Proprietor
3.2.4.7 No Member shall, by virtue of his/her Membership only, assume any liability of the Proprietor whether in respect of its property or assets

3.2.4.8 Membership is restricted to ownership of FINNS Bali Rights until 9th November 2029, or for a maximum duration of 5 years for any membership purchased, sold or transferred after 1st October 2013

3.2.5 AMENDMENTS TO THE TERMS & CONDITIONS

3.2.5.1 The Terms and Conditions have been drawn up in the first instance by the Operator to provide a framework within which the MS shall operate and the character and operation of FINNS Bali shall develop from inception

3.2.5.2 The Terms and Conditions are intended to protect the rights of all parties, and to ensure that Members are able to enjoy FINNS Bali and derive value from their Membership

3.2.5.3 The Terms and Conditions shall be varied, altered or amended only by the Operator

3.2.6 MEMBERSHIP CARDS

3.2.6.1 All membership cards must be presented by its holder when accessing FINNS Bali or using its facilities whenever such presentation is required 3.2.6.2 Failure to present a valid membership card may result in the denial of access and benefits

3.2.6.3 Members are requested to notify Management in the event of loss of their Membership cards; replacement cards are subject to a replacement fee set from time to time by the Operator

3.2.6.4 Platinum Membership cards are transferable. Any new member must register at FINNS Bali Member Services and have their photo taken for identification purposes before first entering

3.2.6.5 FINNS Bali will not carry out services without presentation of a valid Membership card, and staff may request to see a valid Membership card at any time

3.2.7 OPERATOR’S PRIVILEGE

3.2.7.1 The Operator may extend FINNS Bali Rights to distinguished visitors (“Honorary Members”) and guests for such period as he/she deems appropriate and in the interest of FINNS Bali

3.2.7.2 The Operator may itself either withdraw any Memberships and/or General Admission options, or introduce additional categories of Membership from time to time, and determine the maximum number of Members in each category and the terms and conditions applicable there to

3.2.7.3 The opinion of the Operator shall be final in respect of the interpretation of the meaning of “good standing” with reference to the provisions of the Rules & Regulations

3.2.8 APPLICATION FOR MEMBERSHIP

3.2.8.1 An application for Membership, whether this be for issuance of a new Membership or for transfer of an existing Membership, shall be made by way of application to join the Membership by signing the Membership application form, which contains details of residential address, and upon acceptance of such application by the Operator, a prospective Member shall be deemed to have read and accepted these Terms and Conditions, and the ensuing Membership shall constitute a binding contract between the prospective Member on the one part, and the Operator on the other part

3.2.8.2 A prospective transferee of an existing Membership shall be subject to the approval of the Operator prior to sale of such Membership being completed

3.2.9 ACCEPTANCE OF MEMBERSHIP

3.2.9.1 Each applicant who has been accepted for a new Membership shall pay a one-off Joining Fee of an amount applicable to the relevant category of Membership, to become a Member with effect from such date as FINNS Bali shall specify, and shall be bound by the Terms and Conditions. The Joining Fee shall be payable by each applicable Member to the Operator. The Joining Fee, or any portion thereof, is non-refundable

3.2.9.2 Any applicant who has paid the applicable fees and Membership Dues shall become a Member with effect from such date as FINNS Bali shall specify, and shall be bound by these Terms and Conditions

3.2.9.3 The Operator may waive compliance by an applicant of any of the conditions to Membership application as stated herein

3.2.10 RESIGNATION OF MEMBERSHIP

3.2.10.1 A member may resign from FINNS Bali by giving not less than 30 days' advance notice in writing to Member Service. The member shall cease to be a member as of the Effective Date, subject to payment by such member of all Membership Dues and other fees and charges due up to the Effective Date and the return of his/her Membership card(s) to FINNS Bali

3.2.10.2 Upon ceasing to be a Member, a Member shall no longer hold FINNS Bali Rights nor have access to FINNS Bali. No refund of the Membership Joining Fee or Membership Dues will be made on resignation of Membership under any circumstances

3.2.11 TERMINATION OF MEMBERSHIP

3.2.11.1 A member shall forthwith cease to be a Member if such member is adjudicated bankrupt by any court of jurisdiction subject to the right of transfer of Membership upon payment of the required transfer fee

3.2.11.2 Upon ceasing to be a Member, such member and any nominee or family member attached to such membership shall no longer be entitled to FINNS Bali Rights

3.2.11.3 FINNS Bali reserves the right to terminate a membership at any time for violation of these terms and conditions and for any other reason deemed appropriate by FINNS Bali

3.3 CLASSIFICATION OF MEMBERSHIP

3.3.1.1 PLATINUM MEMBERSHIP

3.3.1.2 GENERAL CONDITIONS

3.3.1.2.1 A Platinum Membership includes a minimum of 1 transferable membership card. In any case whereby a Platinum owner wishes at a later date to apply for additional membership cards, he or she will need to pay the difference in Joining Fee and the increased monthly dues starting on the day of the issue of any additional cards, charged at pro rata if necessary. Joining Fees and monthly dues payable are reflective of the requested number of membership cards

3.3.1.2.2 Each Platinum Member shall be allocated a number of transferable Membership Cards as agreed upon at the time of Membership Acceptance and determined by the type of Platinum Membership that has been purchased

3.3.1.2.3 Platinum Membership owners who wish to invite guests to FINNS Bali must either use one of their transferable membership cards or purchase a day pass for each guest

3.3.1.2.4 Platinum Membership cards are transferable. Each card may be used by one person per day

3.3.1.2.5 Validity of an ongoing Platinum Membership is dependent on the account remaining in good standing and Membership Dues being current
3.3.1.2.6 All dues are payable each quarter in advance. If a member wishes to pay dues monthly a 10% surcharge will be added to the total

3.3.1.3 REGISTRATION OF PLATINUM MEMBER GUESTS

3.3.1.3.1 Platinum Membership owners must advise their guests that they must register at Front Office Reception and have their photo taken for identification purposes prior to using the membership

3.3.1.4 PLATINUM CHILD REGISTRATION

3.3.1.4.1 The ‘Primary’ Platinum membership owner can register their children under their membership

3.3.1.4.2 All other cards under the profile are called ‘Supplementary Cards’

3.3.1.4.3 Supplementary card holders cannot register any children under the profile

3.3.1.4.4 The standard Platinum owner child (up to 18 years old) can receive children benefits such as discount on food & beverages, JSA, Bounce Trampoline, Strike Bowling and Cubby House Kids Club as well as free entrance to the Splash Waterpark & Fitness Centre (waiver must be signed by the parent for access)

3.3.1.4.5 The quarterly dues for Platinum owner children are payable at the same time as the primary card(s) quarterly

3.3.1.4.6 The complimentary Platinum owner child (up to 14 years old) can receive children’s benefits such as discount on JSA, Bounce Trampoline, Strike Bowling and Cubby House Kids Club as well as free entrance to the Splash Water Park

3.3.1.4.7 Only children registered under the profile can receive child benefits

3.3.1.4.8 Supplementary Platinum Card holders or non-members who wish to register their children for JSA and receive other FINNS benefits can choose to purchase a Quarterly Lifestyle Child Membership

3.3.1.4.9 Children must be registered at the time the member joins or completes a transfer of a second-hand membership

3.3.1.4.10 Children who are born during the membership period can be added to the membership profile

3.3.1.4.11 If the member adopts and becomes the legal guardian of a child, they can be added to the ‘Primary’ cardholders profile

3.3.1.4.12 Children are considered 3 to 17 years of age

3.3.1.5 JUNIOR SPORTS ACADEMY (“JSA”)

3.3.1.5.1 FINNS Bali members are entitled to JSA member prices as long as the child is a registered and active member (owns a nominative membership card)

3.3.1.5.2 Only Children registered at the time the Membership is created can receive the member benefits for JSA

3.3.1.6 PLATINUM FREEZE OPTION

3.3.1.6.1 A minimum freeze period of one month applies, followed by a consecutive freeze period

3.3.1.6.2 Fee is equal to 50% of the bill charged for the number of card(s) selected for the period of freeze

3.3.1.6.3 Freeze option available for Platinum owner child:

- Complimentary Child card(s) cannot be active unless the primary Platinum cards are active

- Paying Child card(s) can be active despite the primary Platinum cards being on freeze

3.3.1.6.4 The freeze period does not affect the validity period of the membership

3.3.1.7 DOWNGRADING OR UPGRADING OF PLATINUM MEMBERSHIP

3.3.1.7.1 The owner of a Platinum Membership whose membership no longer matches his/her personal situation can request that his/her Membership is downgraded to the required number of Platinum Membership cards that reflects his/her requirements and pay the reduced matching monthly dues
3.3.1.7.2 Should the Platinum membership owner decide to sell or transfer his/her Membership, (s)he will be allowed to sell/transfer it as the original Membership (s)he purchased when joining FINNS Bali provided that there is sufficient evidence of that original Membership

3.3.1.7.3 Should the Platinum membership owner decide to return to the original number of Platinum cards they purchased, a reactivation fee and the monthly dues of the inactive cards are payable with the calculation as follow; reactivation Platinum cards = (difference joining fee x 10%) + (difference monthly dues x number of inactive months)

3.3.1.7.4 A Platinum Member may purchase additional membership cards at any time (upgrade). The additional joining fee and increased quarterly dues will be payable from the day of activation of the additional cards.

3.3.1.8 SPLITTING OF PLATINUM MEMBERSHIP

3.3.1.8.1 If a membership is split (for example, a couple moving from two card membership to one), the members must pay the rate of a single membership for the dues and pay an administration fee of Rp 500,000 per new card

3.3.2 LIFESTYLE MEMBERSHIP

3.3.2.1 Access to FINNS Bali facilities is obtainable by way of Lifestyle Membership, either Weekly, Monthly, Quarterly or Annual Passes for individual, family or child that do not incur monthly dues but must be paid in full upfront

3.3.2.2 Lifestyle Memberships can be upgraded to a higher category, whether for a longer term or for Platinum Membership, as long as they have not expired

3.3.3 VIP GUEST MEMBERSHIP

3.3.3.1 Access to FINNS Bali facilities is obtainable by way of VIP Guest Membership that is offered in a block of 7 days that does not incur monthly dues but must be paid in full upfront

3.3.3.2 VIP Guest membership can be upgraded to a higher category, whether for a longer term or for Lifestyle or Platinum Membership, as long as they have not expired

3.4 TRANSFER OR SALE OF MEMBERSHIP

3.4.1 TRANSFER DATE AND FEES

3.4.2 Unless specifically notified by FINNS Bali at the time of acceptance, Platinum five and ten year membership can be transferred or sold to another person /family/ villa/corporate

3.4.3 Lifestyle memberships cannot be sold or transferred

3.4.4 A transfer fee of 50% of FINNS Bali's Joining Fee for the relevant category prevailing at the time of transfer will be payable to the Operator before the transfer is valid

3.4.5 If a member wants to sell their Platinum membership the transfer fee will be 50% of the current "sign up" price of the relevant Platinum membership
3.4.6 Sale price at the current published selling rate at the time of sale

3.4.7 If the Membership category that is to be transferred and/or the benefits contained therein have changed, the operator has the right to update that Membership and/or have its conditions and benefits adjusted to a category valid at the time of the transfer before the transferred Membership becomes applicabl

3.4.1 FINNS BALI RIGHT OF PREEMPTION

3.4.1.1 An application from a prospective transferee of Membership shall be countersigned by the prospective transferor Member and clearly state the prospective sale price, whereupon FINNS Bali is entitled to deem the offer of sale of such Membership to be binding at the stated price

3.4.1.2 FINNS Bali may itself determine to acquire the Membership, whereupon it will pay to the selling Member the stated price less any transfer fees stated in paragraph above and any other amounts owed to FINNS Bali by the transferor

3.4.2 COMPLETION OF TRANSFER

3.4.2.1 FINNS Bali must have a written confirmation from the member that he/she agrees and acknowledges the membership being passed to the new holder

3.4.2.2 Completion of a transfer of Membership shall take place on such date after acceptance as determined by the Operator, save that no completion of transfer may take place until the prospective transferor Member, or the transferee if specifically agreed upon, has paid any outstanding amounts due from him/her to FINNS Bali. Upon completion, the transferor Member shall be deemed to have resigned as a Member of FINNS Bali and can no longer enjoy Access Rights to FINNS Bali unless as an accompanied Member Guest

3.4.3 TRANSFER TO IMMEDIATE FAMILY

3.4.3.1 A Platinum Member who wishes to transfer his/her membership to an individual who is a bona fide member of his/her Family may do so at any time subject to the Operator's standing right to approve new Members and payment of an administrative fee to be determined by the Operator from time to time

3.5 CHANGE IN MEMBER'S DETAILS

3.5.1 Members are required to notify FINNS Bali of all relevant changes that are recorded in the application process, including changes to their contact details and changes to residency status

3.5.2 In relation to a Membership which includes a Family, a Member shall notify FINNS Bali in the event that there is a change in his/her personal circumstances which involves a registered Spouse/Partner ceasing to hold that status

3.5.3 The Member should notify FINNS Bali if he/she wishes to include a new Spouse/ Partner under his/her Membership

3.5.4 Under the definition of "Spouse" and "Partner" in the Terms and Conditions, the status of such is intended to be long-term in relation to a Member's right to include his/her Family under his/her Membership, and frequent changes of status will be subject to approval by the Operator and may result in a Member being referred to the Operator if it considers that a Member may be breaching either the letter or spirit of this provision

3.5.5 Each change in Partner/Spouse under a Membership may be subject to a charge as shall be determined by the Operator

3.6 DEATH OF A MEMBER

3.6.1 DEATH CONCERNING INDIVIDUAL MEMBER

3.6.1.1 In relation to an Individual Member, the Membership shall revert immediately to FINNS Bali in trust until such time as a bona fide heir presents evidence to FINNS Bali in the form of written probate which in the opinion of the Operator demonstrates that legal ownership has passed by way of inheritance to that heir

3.6.1.2 If no heir presents himself with evidence of probate within 6 months, FINNS Bali shall be entitled to cancel the Membership of the deceased without compensation

3.6.2 DEATH CONCERNING FAMILY MEMBER

3.6.2.1 In relation to a Family Member, FINNS Bali will transfer the underlying Family Membership to the Spouse (if any) of the Family Member provided such Spouse in the opinion of the Operator is recognized as such by laws relevant to probate of the deceased Member, and a request for transfer is received by FINNS Bali from the Spouse within two years of the date of death

3.6.2.2 The spouse shall pay to FINNS Bali any debts owed to FINNS Bali by the deceased and his/her Family prior to death and any Membership Dues accrued subsequent to death

3.6.2.3 Pending receipt of a request for a transfer of ownership by the Spouse, all FINNS Bali Rights relating to the Family Membership of the deceased shall be suspended

3.6.2.4 In the event that there is a subsequent dispute over inheritance of the Family Membership, and a third party presents in the opinion of the Operator valid evidence that he/she is the legal inheritor of the Membership, FINNS Bali Rights of the aforementioned Spouse and his/her Family shall be immediately terminated and the Family Membership transferred to the legal heir provided such person pays to FINNS Bali any debts accrued to the underlying Family Membership as at the date of transfer including any accrued Membership Due

3.6.3 DEATH CONCERNING PLATINUM MEMBER

3.6.3.1 In relation to a Platinum Member, FINNS Bali will transfer the underlying Platinum Membership to the Spouse (if any) of the Platinum Member provided such spouse in the opinion of the Operator is recognized as such by laws relevant to probate of the deceased Member

3.6.3.2 A request for transfer must be received by FINNS Bali from the Spouse within two years of the date of death. Pending receipt of a request for a transfer of ownership by the Spouse, all FINNS Bali Rights relating to the Platinum Membership of the deceased shall be suspended

3.6.3.3 In order to activate the transfer, the Spouse shall pay to FINNS Bali any debts owed to FINNS Bali by the deceased prior to death and any Membership Dues accrued subsequent to death

3.6.3.4 In the event that there is a subsequent dispute over inheritance of the Platinum Membership, and a third party presents in the opinion of the Operator valid evidence that he/ she is the legal inheritor of the Membership, FINNS Bali Rights of the aforementioned Spouse shall be immediately terminated and the Platinum Membership transferred to the legal heir provided such person pays to FINNS Bali any debts accrued to the underlying Platinum Membership as at the date of transfer including any accrued Membership Dues

3.7 MEMBER'S GUESTS

3.7.1 The Member extending the invitation to his/her Member Guests shall be responsible for their good behavior and the cost of services rendered to them by FINNS Bali

3.7.2 Refusal to assume responsibility shall subject the Member to suspension

3.7.3 All Member Guests are required to be registered at Reception with the Platinum card prior to accessing the FINNS Bali Facility

3.7.4 There is no charge payable by a Member Guest for admission but usage of some areas of the FINNS Bali Facility by a Member Guest will be subject to any prevailing charges as set by the Operator from time to time

3.7.5 Platinum Members are entitled to put up to 9 Member Guests on their food & beverage bill per Adult Card. The food & beverage discount will be applied to the entire bill

3.7.6 Lifestyle Members may have up to 4 people on their bill per Adult Card 3.7.7. VIP Guest Members may have up to 1 person on their bill per Adult Card

3.7.8 All rules & regulations apply to Member Guests

3.8 CONDITIONS OF ENTRY

3.8.1 Members may use the Express Entry Lane at FINNS Beach Club Entrance provided they are directed by FINNS Bali Staff through the Express Entry Lane

3.8.2 Members cannot take themselves through the Express Entry Lane unless escorted and must first present a valid Membership Card before the Security Check

3.8.3 Platinum Members are entitled to bring up to 3 guests through the Express Entry Lane per Adult Card

3.8.4 VIP Guest & Lifestyle Members are not entitled to bring any guests through the Express Entry Lane

3.8.5 Express Entry Lane may not be available during a special event or any given day

3.9 FURNITURE AT FINNS BEACH CLUB AND VIP BEACH CLUB

3.9.1 Members are allowed access to FINNS Beach Club single deluxe beds at no minimum spend, walk-in only and subject to availability, one single bed per Adult Card

3.9.2 VIP Guest, Escape, Lifestyle & Platinum members are allowed access to FINNS VIP Beach Club single deluxe beds at no minimum spend, walk-in only and subject to availability, one single bed per Adult Card

3.9.3 Members are allowed to access FINNS Beach Club deluxe beds with no minimum spend, walk-in only and subject to availability, if they present 4 valid membership cards

3.9.4 Members are allowed to access FINNS Beach Club deluxe beds at a pro rata value of minimum spend; where 3 valid cards requires 25% of the minimum spend, 2 valid cards requires 50% of the minimum spend, and 1 valid card requires 75% of the minimum spend

3.9.5 Members are allowed to access FINNS VIP Beach Club deluxe beds with no minimum spend if they present 4 valid VIP Membership cards

3.9.6 Members are allowed to access FINNS VIP Beach Club deluxe beds at a pro rata value of minimum spend; where 3 valid cards requires 25% of the minimum spend, 2 valid cards requires 50% of the minimum spend, and 1 valid card requires 75% of the minimum spend

3.9.7 All beds require Members, Guests or Member Guests to open a tab. There are no exceptions to this rule

3.9.8 Members can open a tab by providing their Membership card plus valid credit card or debit card. The name on the credit or debit card must match the member’s name. No Photo ID will be required

3.9.9 Members can open a tab by providing their membership card plus Rp 500,000 for any single deluxe bed, or Rp 1,000,000 for any deluxe bed. The cash deposit is fully redeemable for food and beverages

3.9.10 Members can open a tab by providing their Membership card only provided it is pre-loaded with FINNS Cashless balance the equivalent of Rp 500,000 for a single deluxe bed or Rp 1,000,000 for any deluxe bed

3.9.11 Members can pre-book beds by paying in advance the full applicable minimum spend. Standard refund and amendment policy applies

3.9.12 Members can pre-book any bed in advance without payment if, and only if, they have a minimum FINNS Cashless balance of Rp 6,000,000 on their membership card(s). Any cancellations within 24 hours and the pre-book minimum spend value corresponding with the advertised pre-book price for that particular bed will be withdrawn off the Membership card. This can be a combined total of 6,000,000 if several members book the same deluxe bed

3.10 MEMBER DISCOUNTS

3.10.1 DISCOUNT ON FOOD AND BEVERAGE

3.10.1.1 Platinum Members are entitled to put up to 9 guests on their food & beverage bill per Adult card

3.10.1.2 Lifestyle Members may have up to 4 guests on their bill per Adult card

3.10.1.3 VIP Guest Membership may have up to 1 guest on their bill per membership card

3.10.1.4 Food and Beverage discount applicable at FINNS Recreation Club, FINNS Beach Club and FINNS VIP Beach Club

3.10.1.5 Discount does not apply to pre booked minimum spend paid on beds or furniture

3.10.1.6 Member discount will be applied to any spend over the minimum spend value

3.10.1.7 To receive a discount, at least one member of FINNS Bali must be present on the table

3.10.1.8 Members must hold a valid membership for a discount to apply

3.10.1.9 Members must present a FINNS Bali membership card to receive a discount

3.10.1.10 Non-members will only receive a discount when they are on a Member's account and a member is present. If a member leaves, their bill must be settled in full by the guests

3.10.1.11 Discount does not apply when there is a special event, promotion and or group bookings

3.10.1.12 Tax and service is applied to discounted amounts

3.10.1.13 Food and Beverage discount period is determined by Management and subject to change

3.10.2 DISCOUNT ON KIDS PARTIES

3.10.2.1 Member discounts on food and beverage apply to Kids Parties for the entire group so long as the member settles the bill in one payment
3.10.2.2 Kids Parties discount period is determined by Management and subject to change

3.10.3 DISCOUNT ON VENUE HIRE

3.10.3.1 Platinum members receive a 10% discount on the venue hire fee at FINNS Recreation Club, FINNS Beach Club and FINNS VIP Beach Club
3.10.3.2 Venue hire discount period is determined by Management and subject to change

3.10.3.3 VIP Guest members and VIP Lifestyle members receive no discount on the venue hire fee

3.10.4 DISCOUNT ON STAFF GATHERING

3.10.4.1 No member discount applicable to Staff Gathering activity

3.10.4.2 Member discount on food and beverage does not apply to Staff Gathering event

3.10.5 DISCOUNT ON BEDS AT FINNS BEACH CLUB AND FINNS VIP BEACH CLUB

3.10.5.1 Members are entitled to one single deluxe bed (no minimum spend) per membership card. An active membership card must be presented to claim this offer (subject to availability)

3.10.5.2 Holiday, VIP Guest, Lifestyle and Platinum members are entitled a single deluxe bed at FINNS VIP Beach Club (no minimum spend) per membership card. An active membership card must be presented to claim this offer (subject to availability)

3.10.5.3 Holiday, VIP Guest, Lifestyle and Platinum members are entitled Deluxe beds complimentary at FINNS Beach Club, FINNS VIP Beach Club and FINNS Recreation Club provided the members present 4 VIP active membership cards (subject to availability)

3.10.5.4 Members may access Deluxe beds at a proportion of minimum spend where 3 active membership cards require 25% of the minimum spend, 2 active membership cards require 50% of the minimum spend and 1 active membership card requires 75% of the minimum spend

3.10.5.5 All beds require members, guests or members' guests to open a tab by providing the active membership card and valid credit or debit card that match the member's name

3.10.5.6 If a credit or debit card cannot be provided a cash deposit that is equivalent to the price of the chosen bed must be provided

3.10.5.7 Members are able to pre-book day beds by paying in advance the pre- book minimum spends of the chosen day bed. No refund given for cancellations

3.10.5.8 Accepted credit and debit cards are up to the discretion of FINNS Bali Management and may change from time to time

3.10.5.9 Member discount only applies on "minimum spend" bookings where total bill after discount exceeds or is equal to the applicable minimum spend

3.10.5.10 Members can NOT leave the venue without closing their tab. Once a tab has been closed, the associated bed will be released. Members who leave the venue will have their belongings removed

3.10.5.11 FINNS beds are always subject to availability

3.11 PAYMENT OF MEMBERSHIP

3.11.1 MEMBERSHIP JOINING FEES

3.11.1.1 Joining Fees are payable upon application for and approval of Membership by the Operator represented by its Membership Director. Payments may be made by way of cash, credit card or by direct bank transfer in which case proof of transfer will need to be provided for easy reconciliation and before Membership cards can be issued

3.11.1.2 In cases where some venues within FINNS Bali are closed for renovation or under maintenance, under the management discretion, no refund of Joining Fee will be granted

3.11.2 MEMBERSHIP DUES

3.11.2.1 Members shall pay Membership Dues to FINNS Bali in accordance with their category of Membership

3.11.2.2 Membership Dues are payable by each applicable Member to the Operator, notwithstanding his/her absence, non-enjoyment of the FINNS Bali Facility and/or suspension of Membership, unless the Membership has been put on hold (“freezing”)

3.11.2.3 The Operator has the right to impose, reduce or vary Membership Dues and all and any joining, registration, transfer, subscription and other fees and charges at FINNS Bali

3.11.2.4 Any members who fail to pay their dues by the due date will have their card blocked (stopping all membership entitlements)

3.11.2.5 If payment is not received 30 days later the membership is permanently suspended to which a fee to reactivate will apply

3.11.2.6 FINNS Bali issues a quarterly dues invoice to members that is to be paid in advance. Should the members wish to pay monthly, there will be a 10% surcharge on the per month cost

3.11.2.7 With the exception of Holiday, VIP Guest and VIP Lifestyle, each Member shall pay Membership Dues specified to be payable by such Member as published and/or invoiced by FINNS Bali from time to time

3.11.2.8 Membership Dues will be reviewed and increased by the Operator on 1st July every year, with one month notice to members, by an amount equal to at least the Indonesian CPI or up to a maximum of 10%, whichever is the highest

3.11.2.9 Members are allowed to pay their Membership Dues in advance, for up to a maximum of 12 (twelve) consecutive months. Should any such Dues pre-payment cover one or more months beyond 1st July - when the annual Dues increase will apply- such amount will then be considered a credit balance and offset against the new increased Dues, as applicable after 1st July

3.11.2.10 All Membership Dues and charges payable by a Member shall be independent and separate payments that may not be offset against any Joining Fee or other fee or charge payable to FINNS Bali by such Member

3.11.2.11 Each Member shall receive 20 (twenty) - 30 (thirty) days’ notice before the start of each quarter a three-monthly Statement from FINNS Bali which will detail all payments received during the previous quarter and any new charges for the upcoming quarter. Unless specifically requested otherwise, those Statements will be remitted electronically and will be deemed to have been received by Members on the date of transmission

3.11.2.12 Membership Dues where applicable will be debited to Members’ accounts quarterly in advance.

3.11.2.13 Members will need to settle their dues in full by the 1st day of the quarter.

3.11.2.14 Failure to settle the dues in a timely manner will result in the Member no longer being able to access facilities until the outstanding payment has been received

3.11.3 PAYMENT PROCEDURES

3.11.3.1 Members shall settle their quarterly statements by bank transfer, cash, and debit or credit card payment

3.11.3.2 In all cases when payment is made by bank transfer, such transfer must be referenced with the Member’s family name and membership number. When paying by bank transfer, Members must be aware that it may take several days before this payment is reconciled by FINNS Bali’s accounting department and allocated to their individual Membership Account. All amounts are due in full in FINNS Bali’s accounts with no deduction of bank charges. In the event that charges are levied by the Member’s or FINNS Bali’s bankers, any shortfall will be reflected in the following Quarterly Statement of the applicable Member

3.11.4 LATE PAYMENT AND MEMBERSHIP REACTIVATION

3.11.4.1 An important element of FINNS Bali's ability to maintain its financial integrity and operating efficiency for the benefit of all Members is prompt payment of outstanding amounts due to FINNS Bali as shown in Quarterly Statements

3.11.4.2 A membership profile with an outstanding balance will be permanently suspended with no refund of the Joining Fee and membership may, solely at the discretion of the Operator, only be reactivated by settling any outstanding dues and charges and paying a Reactivation Fee 3.11.4.3. Should one or more Platinum cards be inactive, all outstanding dues up to the current date, plus a 10% reactivation fee of the joining fee is payable at the time of reactivation

3.11.4.4 Sanctions regarding Membership status are independent of FINNS Bali's right to pursue action against current or previous Members for recovery of amounts due, even after membership is suspended or cancelled

3.12 VIOLATIONS OF THE TERMS AND CONDITIONS

3.12.1 In the interests of FINNS Bali and its Members, violation of the Terms and Conditions, or any other causes or acts of a Member, the Member's Family and Member's Guest(s), which are prejudicial to FINNS Bali, or are disorderly, injurious or repugnant to the interests and objectives of FINNS Bali and/or its Members, may result in the offending Member or sponsoring Member being suspended or expelled from FINNS Bali

3.12.2 If it is considered that a Member has carried out a gross violation of the Terms and Conditions, FINNS Bali may temporarily suspend the Membership of the Member forthwith by sending by way of registered post or by email (if the residential address is unknown or incomplete) a written notice of suspension to such Member at the address of the Member registered with FINNS Bali

3.12.3 A member defaults consistently in punctual payment of his/her account may result in the suspension or expulsion of FINNS Bali membership and its facilities as deemed by the operator

3.12.4 A Member conducts himself within the premises of FINNS Bali in any way injurious to FINNS Bali or contrary to the interests of FINNS Bali or unbecoming of a Member of FINNS Bali may result in his/her membership being suspended or terminated

3.12.5 Suspension or expulsion of a Member is a measure of last resort and will only be contemplated in cases of gross violation of these Rules & Regulations which shall include the following actions:

3.12.6 A suspended Member (and his/her Family in the case of a FINNS Membership) is prohibited from entering FINNS Bali or making use of the FINNS Bali Facility or FINNS Bali Rights, but remains liable for Membership Dues during the period of suspension. A Platinum Member may not transfer the membership during the period of suspension

3.12.7 An expelled Member (and his/her Family in the case of a Lifestyle Membership) is prohibited from entering FINNS Bali or making use of the FINNS Bali Facility or FINNS Bali Rights. Ownership of the Membership of an expelled Member will immediately revert to FINNS Bali which will hold the same in trust pending sale by FINNS Bali to a new Member at a price deemed to be reasonable in relation to the list price of new memberships. Upon sale, FINNS Bali is entitled to deduct any money due to FINNS Bali from the expelled Member, including a transfer fee of 50% of that membership's current value plus any applicable taxes, and will then refund the remaining balance to the expelled Member. These provisions apply equally to expulsions of Platinum Members

3.12.8 In the case of a Platinum Member, the owner of the Membership or persons employed by him/her wilfully breach the Terms and Conditions relating to their guests including enabling unauthorised access may result in the membership being suspended and access to the FINNS Bali facilities being denied

3.12.9 If the operator believes there is a case for suspending a Member or terminating a Membership for a violation of the Terms and Conditions, he/she shall dispatch and inform the Operator who will meet with said Member within 14 days. The Member who is subject to potential sanction, which may include prolonged but temporary suspension or expulsion, may make representations to the Operator whose decision on the matter will be final

3.12.10 An expelled Member is forever disqualified from applying for any kind of Membership of FINNS Bali or from being a guest or visitor at FINNS Bali

3.13 MANAGEMENT AND STAFF

3.13.1 The day to day operations of FINNS Bali are performed by salaried managers and staff who report directly to the FINNS Bali Manager. The Operator reserves the right to appoint a third party organization to act as Manager of FINNS Bali upon such terms, conditions and payments as the Operator deems fit

33.13.2 Members may not confront or reprimand any staff. All complaints regarding any issue

including but not limited to membership, the condition & operation of the FINNS Bali facility, staff, Club activities & events, or any other FINNS Bali related matter shall be made in writing, signed and addressed to the Resident or General Manager. Issues relating directly to the Resident or General Manager shall be detailed in writing, signed, addressed to the Operator, and handed to Reception

3.13.3 All members and guest agrees to treat all FINNS Bali staff with the utmost decency and respect. All members and guests understand that their membership will be terminated at any substantiated report of disrespect towards FINNS Bali staff or customers

3.14 DISCLAIMER

3.14.1 FINNS Bali and/or the FINNS Recreation Club and/or the FINNS Beach Club and/or the Operator and/or BMI 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 FINNS Bali Facility, whether defective or otherwise. Specifically, it is an ongoing condition of Membership that the Member:

3.14.1.1 Understand that all sports and

3.14.1.2 Assume and accept all risks related to participation by them and their families in activities organized by FINNS Bali or undertaken in the FINNS Bali Facility

3.14.1.3 Grant permission to the Operator, Management, Staff and the FINNS Bali to act on their behalf according to their best judgment in any emergency affecting themselves and their Families which may occur whilst they are attending activities organized by FINNS Bali

3.14.1.4 Authorise FINNS Bali to arrange for them or their families to be administered such medical attention and to have them brought to a medical facility as deemed appropriate by FINNS Bali

3.14.1.5 Agree that all and any medical or hospitalization charges relating thereto will be entirely for their account and not be the responsibility of FINNS Bali

3.14.1.6 Specifically absolve FINNS Bali of any and all responsibility for personal accidents, injuries or damages sustained by them and their Families whilst in the FINNS Bali Facility or during their participation in activities organized by FINNS Bali

3.14.1.7 Release FINNS Bali irrevocably from any and all personal and corporate liability claims

3.14.1.8 Take out insurance cover deemed by them to cover activities to be carried out by FINNS Bali in relation to them and their Families 3.14.1.9 Acknowledge that FINNS Bali is not obliged to and may not purchase insurance coverage in respect of personal accidents, injuries or damages sustained by them and their Families during activities supervised by FINNS Bali or carried out in the FINNS Bali Facility

3.14.1.10 Indemnify FINNS Bali in full against all claims, losses, damages, costs and expenses which FINNS 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 and Regulations, or any applicable rules or regulations in use in any manner at FINNS Bali, and each Member shall forthwith on demand pay in full to FINNS Bali such claim, losses, damages, costs and expenses

3.14.2 The Operator shall be solely responsible for any provision of finance to FINNS Bali and for ensuring that at all times; FINNS Bali complies with all statutes, rules, regulations and governmental and regulatory requirements applicable to the operation and business of FINNS Bali

4. DAY PASSES

4.1 PREAMBLE AND DEFINITIONS

4.1.1 Academy (ies) means sports and recreation academies established within the FINNS Recreation Club for the purposes of providing specific and organized training, coaching and playing sports and activities for Children

4.1.2 bistro. c means a restaurant indoor and outdoor area located between FINNS Recreation Club

4.1.3 BMI means PT. Bali Mitra International, a foreign joint venture company (PMA) in Indonesia licensed by the Indonesian authorities to own and operate FINNS Bali

4.1.4 Child/Children means a dependent(s) of a Member who is older than 3 years of age but has not yet reached 18 years of age

4.1.5 Day Pass means a General Admission ticket giving the bearer the right to use FINNS Bali facilities for one single day during its published opening hours, yet may be upgraded before its expiry to a Membership

4.1.6 Domestic Employee means an individual in the direct employment at the usual residence of an Individual Member, Family Member or Corporate Nominee
4.1.7 Due Date means, as relates to a Quarterly Statement, the last working day of the month in which each Quarterly Statement is issued

4.1 SPLASH WATER PARK DAY PASS

4.1.1 Splash Day Pass is valid for single day entry from 9am - 5pm

4.1.2 1x Single Bed per Adult (no minimum spend) walk-in only and subject to availability

4.1.3 Towel and locker rental are available at additional charge

4.1.4 Waiver Form must be signed upon arrival

4.1.5 Personal accident insurance is the guest’s responsibility. A day policy is available for purchase at Reception.

4.1.6 Not valid in conjunction with any other promotion or event

4.2 FINNS BALI DAY PASS

4.2.1 FINNS Bali Day Pass is valid for single day entry at both FINNS Recreation Club and FINNS Beach Club facilities

4.2.2 Maximum of 1 hour use of Silent Booth

4.2.3 Tennis Courts, Sports Field, Fitness Classes, Spa treatments are subject to availability

4.2.4 Single Bed with no minimum spend, walk-in only and subject to availability at Splash Water Park

4.2.5 Single Bed with no minimum spend, walk-in only and subject to availability at FINNS Beach Club

4.2.6 Maximum of One (1) Body Temple Spa Voucher per person per treatment

4.2.7 IDR 100,000 Spa Gift Voucher is valid for 30 minute or longer treatment

4.2.8 Children under 3 years are free of charge, except for Cubby House Kids Club. The child must be accompanied by a parent ticket holder to be entitled to the free of charge entry

4.2.9 Child age for Cubby House Kids Club is 2 to 12 years, not applicable for under 2 years old. Maximum 1 Hour Free per child per day. Additional time at Cubby House after one hour included is at published rates. Child must be a ticket holder

4.2.10 Tennis racket rental and ball hire are available at additional charge. Security Deposit of IDR 100,000 per person is required

4.2.11 Towel and locker rental is additional charge and available at Splash Water Park and FINNS Beach Club

4.2.12 Food and beverage are additional charge

4.2.13 Not valid in conjunction with any other promotion or event

4.3 SUPER FUN PASS

4.3.1 Super Fun Pass is valid for 7 (seven) consecutive days from the date of first activity

4.3.2 Strike, Bounce, Spa treatments and Single Beds are subject to availability

4.3.3 1-time Single Bed per Adult at Splash Water Park with no minimum spends, walk-in only and subject to availability

4.3.4 1-time Single Bed per Adult at FINNS Beach Club with no minimum spends, walk-in only and subject to availability (one time only within the 7 days validity of the pass). When visiting again during the 7 days and want to utilize a bed you will need to pay the minimum spend accordingly as per website pricing.

4.3.5 Maximum of One (1) Body Temple Spa Voucher per person per treatment.

4.3.6 IDR 100,000 Spa Gift Voucher is valid for 30 minute or longer treatment

4.3.7 Children under 3 years are free of charge, except for Cubby House Kids Club. The child must be accompanied by a parent ticket holder to be entitled to the free of charge entry

4.3.8 Child age for Cubby House Kids Club is 2 to 12 years, not applicable for under 2 years old. Maximum 1 hour free per child per day. Additional time at Cubby House after one hour included is at published rates. Child must be a ticket holder

4.3.9 Bounce socks are compulsory and can be purchased directly at Bounce Reception, or guests may bring their own trampolining grip socks

4.3.10 Based on the trampoline manufacturer’s safety standards, the weight limit for an individual jumper at ‘Bounce Bali’ is 120kg

4.3.11 Strike shoe hire is included; socks are not included and are compulsory. Socks can be purchased at reception or guests may bring their own socks
4.3.12 Strike Bowling- minimum of 2 people and maximum 6 people per lane

4.3.13 Towel and locker rental is additional charge and available at Splash Water Park and FINNS Beach Club

4.3.14 Not valid in conjunction with any other promotion or event

4.1.8 Effective Date means in relation to the resignation of a Member the date of resignation as set out in the Member's written notice of resignation
4.1.9 FINNS Bali means the membership scheme own and operated by BMI providing benefits, privileges and services afforded under the membership scheme of FINNS Bali

4.1.10 FINNS Bali Facility means the physical property facilities and equipment owned or rented by BMI and located at Banjar Tegal Gundul, Jalan Pantai Berawa, Canggu, North Kuta, Bali, and/or the benefits and privileges provided by FINNS Bali from time to time including the FINNS Bali Rights

4.1.11 FINNS Beach Club means the Beach Club and VIP Beach Club located on Jalan Pantai Berawa, Canggu, North Kuta; "FINNS Recreation Club" means the Sports & Recreation Club located on Jalan Pantai Berawa, Canggu, North Kuta; "FINNS Bali Venues" refers to the FINNS Beach Club and FINNS Recreation Club

4.1.12 FINNS Bali Guest means a non-contractor/supplier individual, not being a Member Guest, who is authorized to enter and/or use the FINNS Bali Facility at the discretion of Management and attend events and activities organized by FINNS Bali

4.1.13 FINNS Bali Manager means an individual appointed by FINNS Bali to act as general manager of the operations of FINNS Bali and the FINNS Bali Facility
4.1.14 FINNS Bali Rights means the rights of Members to use the benefits and privileges afforded to Members by the Club from time to time

4.1.15 FINNS Bali Rules means the Rules and Regulations and House Rules pertaining to Membership of FINNS Bali, as set out below and as may from time to time be altered, revoked or added to pursuant to the FINNS Bali Rules

4.1.16 FINNS Cashless means the cashless system available to Members only where they can pre-load money onto the Membership Card as a form of payment at all FINNS Bali Venues. By agreeing to the Membership Terms members agree to allow FINNS Bali to deduct money from FINNS Cashless as according to any reason as defined in this document

4.1.17 Group Bookings refers to any booking made from 15 people onwards

4.1.18 House Rules means the House Rules of FINNS Bali from time to time; "Indonesia" means the Republic of Indonesia

4.1.19 Lifestyle Membership means the daily, weekly, monthly, quarterly and annual access passes, paid upfront at the time of registration, and giving the holder access to the FINNS Bali facility for the duration stated in his/her membership

4.1.20 Manager or Management means the FINNS Bali Manager and/or any organization appointed by the Operator to carry out the functions of the FINNS Bali Manager

4.1.21 Member means an owner of FINNS Bali Rights under any category of Membership of FINNS Bali, and where the context permits, an individual and his/her Family holding a Membership account at the FINNS Bali, who pays the Membership Joining Fee and Membership Dues in exchange for FINNS Bali Rights for a predetermined period of time

4.1.22 Member Guest means an individual who is specifically invited to enter and/or use the FINNS Bali Facility and signed in by a Member in accordance with the Rules and Regulations

4.1.23 Membership means ownership of FINNS Bali Rights incorporated in each Member's category of Membership of the FINNS Bali

4.1.24 Member Services means the team, under the direction of the Membership Director, located within the FINNS Recreation Centre

4.1.25 Membership Dues means Membership subscriptions or dues payable to FINNS Bali by Members for access to the facilities of FINNS Bali and validation of ongoing Membership

4.1.26 Membership Joining Fee means the non-refundable fee under all circumstances paid for any category of membership at FINNS Bali

4.1.27 Operator means PT Bali Mitra International or its nominee

4.1.28 Partner means a legal spouse or partner of a Member residing at the same address as such Member, or as otherwise defined in the Rules and Regulations

4.1.29 Platinum Member means the owner and nominees of a Platinum Membership as registered in FINNS Bali's Membership roster, and may include villa, resort, business owners, or individual and their nominees or guests

4.1.30 Platinum Membership means the ownership of rights by the owner (one individual only) of a specified villa, resort property, business or individual who holds a Membership account at FINNS Bali, who pays the Membership Joining Fee and Membership Dues in exchange for FINNS Bali Rights for a predetermined period of time

4.1.31 Private Events refers to any private event booking of an exclusive area

4.1.32 Quarterly Statement means a statement of account issued in each quarter of all the Membership Dues and any other charges for which a Member is liable to the Operator

4.1.33 Sport Bar means the Sports Bar area within Bistro C restaurant located within the FINNS Bali Facility

4.1.34 Staff means staff of FINNS Bali and the FINNS Recreation Club and FINNS Beach Club including Management and independent contractors

4.1.35 Visitor means a non-contractor/supplier individual, not being a Member Guest or FINNS Bali Guest, who is authorized to enter and/or use the FINNS Bali Facility at the discretion of Management to attend an event or activity organized by FINNS Bali

4.2 TERMS AND CONDITIONS

4.2.1 CONSTITUTION

4.2.2 FINNS Bali is constituted as a privately-owned Sports & Recreation Club and Beach Club comprising the Membership Scheme under which Members hold some FINNS Bali Rights

4.2.3 NAME OF THE CLUB

4.2.3.1 The FINNS Bali Recreation Club and FINNS Bali Beach Club shall be known as "FINNS Bali" or any other name that the Operator may choose to apply at a later stageMEMBERSHIP SCHEME ("MS")

4.2.3.2 The Membership Scheme shall be under the ownership and control of the Operator. The contractual rights of Members are established solely with the Operator who shall grant FINNS Bali Rights to Members

4.2.4 RIGHTS OF MEMBERSHIP

4.2.4.1 Members are those individuals who have reached the age of 18 years or those partnerships, bodies corporate or unincorporated, which

4.2.4.2 have applied for Membership

4.2.4.3 Member Adult is an individual from the age of 18 years old or above

4.2.4.4 Member Child is an individual strictly below 18 years old

4.2.4.5 A Member shall be entitled to enter and/or use the FINNS Bali Facility subject to the Terms and Conditions. FINNS Bali Rights are personal to a Member and are transferable only in accordance with the Terms and Conditions

4.2.4.6 Membership does not confer upon a Member any ownership, interest, right, benefit or title to or in any of the Facility or assets of the Proprietor
4.2.4.7 No Member shall, by virtue of his/her Membership only, assume any liability of the Proprietor whether in respect of its property or assets

4.2.4.8 Membership is restricted to ownership of FINNS Bali Rights until 9th November 2029, or for a maximum duration of 5 years for any membership purchased, sold or transferred after 1st October 2013

4.2.5 AMENDMENTS TO THE TERMS & CONDITIONS

4.2.5.1 The Terms and Conditions have been drawn up in the first instance by the Operator to provide a framework within which the MS shall operate and the character and operation of FINNS Bali shall develop from inception

4.2.5.2 The Terms and Conditions are intended to protect the rights of all parties, and to ensure that Members are able to enjoy FINNS Bali and derive value from their Membership

4.2.5.3 The Terms and Conditions shall be varied, altered or amended only by the Operator

4.2.6 MEMBERSHIP CARDS

4.2.6.1 All membership cards must be presented by its holder when accessing FINNS Bali or using its facilities whenever such presentation is required 3.2.6.2 Failure to present a valid membership card may result in the denial of access and benefits

4.2.6.3 Members are requested to notify Management in the event of loss of their Membership cards; replacement cards are subject to a replacement fee set from time to time by the Operator

4.2.6.4 Platinum Membership cards are transferable. Any new member must register at FINNS Bali Member Services and have their photo taken for identification purposes before first entering

4.2.6.5 FINNS Bali will not carry out services without presentation of a valid Membership card, and staff may request to see a valid Membership card at any time

4.2.7 OPERATOR’S PRIVILEGE

4.2.7.1 The Operator may extend FINNS Bali Rights to distinguished visitors (“Honorary Members”) and guests for such period as he/she deems appropriate and in the interest of FINNS Bali

4.2.7.2 The Operator may itself either withdraw any Memberships and/or General Admission options, or introduce additional categories of Membership from time to time, and determine the maximum number of Members in each category and the terms and conditions applicable there to

4.2.7.3 The opinion of the Operator shall be final in respect of the interpretation of the meaning of “good standing” with reference to the provisions of the Rules & Regulations

4.2.8 APPLICATION FOR MEMBERSHIP

4.2.8.1 An application for Membership, whether this be for issuance of a new Membership or for transfer of an existing Membership, shall be made by way of application to join the Membership by signing the Membership application form, which contains details of residential address, and upon acceptance of such application by the Operator, a prospective Member shall be deemed to have read and accepted these Terms and Conditions, and the ensuing Membership shall constitute a binding contract between the prospective Member on the one part, and the Operator on the other part

4.2.8.2 A prospective transferee of an existing Membership shall be subject to the approval of the Operator prior to sale of such Membership being completed

4.2.9 ACCEPTANCE OF MEMBERSHIP

4.2.9.1 Each applicant who has been accepted for a new Membership shall pay a one-off Joining Fee of an amount applicable to the relevant category of Membership, to become a Member with effect from such date as FINNS Bali shall specify, and shall be bound by the Terms and Conditions. The Joining Fee shall be payable by each applicable Member to the Operator. The Joining Fee, or any portion thereof, is non-refundable

4.2.9.2 Any applicant who has paid the applicable fees and Membership Dues shall become a Member with effect from such date as FINNS Bali shall specify, and shall be bound by these Terms and Conditions

4.2.9.3 The Operator may waive compliance by an applicant of any of the conditions to Membership application as stated herein

4.2.10 RESIGNATION OF MEMBERSHIP

4.2.10.1 A member may resign from FINNS Bali by giving not less than 30 days' advance notice in writing to Member Service. The member shall cease to be a member as of the Effective Date, subject to payment by such member of all Membership Dues and other fees and charges due up to the Effective Date and the return of his/her Membership card(s) to FINNS Bali

4.2.10.2 Upon ceasing to be a Member, a Member shall no longer hold FINNS Bali Rights nor have access to FINNS Bali. No refund of the Membership Joining Fee or Membership Dues will be made on resignation of Membership under any circumstances

4.2.11 TERMINATION OF MEMBERSHIP

4.2.11.1 A member shall forthwith cease to be a Member if such member is adjudicated bankrupt by any court of jurisdiction subject to the right of transfer of Membership upon payment of the required transfer fee

4.2.11.2 Upon ceasing to be a Member, such member and any nominee or family member attached to such membership shall no longer be entitled to FINNS Bali Rights

4.2.11.3 FINNS Bali reserves the right to terminate a membership at any time for violation of these terms and conditions and for any other reason deemed appropriate by FINNS Bali

4.3 CLASSIFICATION OF MEMBERSHIP

4.3.1.1 PLATINUM MEMBERSHIP

4.3.1.2 GENERAL CONDITIONS

4.3.1.2.1 A Platinum Membership includes a minimum of 1 transferable membership card. In any case whereby a Platinum owner wishes at a later date to apply for additional membership cards, he or she will need to pay the difference in Joining Fee and the increased monthly dues starting on the day of the issue of any additional cards, charged at pro rata if necessary. Joining Fees and monthly dues payable are reflective of the requested number of membership cards

4.3.1.2.2 Each Platinum Member shall be allocated a number of transferable Membership Cards as agreed upon at the time of Membership Acceptance and determined by the type of Platinum Membership that has been purchased

4.3.1.2.3 Platinum Membership owners who wish to invite guests to FINNS Bali must either use one of their transferable membership cards or purchase a day pass for each guest

4.3.1.2.4 Platinum Membership cards are transferable. Each card may be used by one person per day

4.3.1.2.5 Validity of an ongoing Platinum Membership is dependent on the account remaining in good standing and Membership Dues being current

4.3.1.2.6 All dues are payable each quarter in advance. If a member wishes to pay dues monthly a 10% surcharge will be added to the total

4.3.1.3 REGISTRATION OF PLATINUM MEMBER GUESTS

4.3.1.3.1 Platinum Membership owners must advise their guests that they must register at Front Office Reception and have their photo taken for identification purposes prior to using the membership

4.3.1.4 PLATINUM CHILD REGISTRATION

4.3.1.4.1 The ‘Primary’ Platinum membership owner can register their children under their membership

4.3.1.4.2 All other cards under the profile are called ‘Supplementary Cards’

4.3.1.4.3 Supplementary card holders cannot register any children under the profile

4.3.1.4.4 The standard Platinum owner child (up to 18 years old) can receive children benefits such as discount on food & beverages, JSA, Bounce Trampoline, Strike Bowling and Cubby House Kids Club as well as free entrance to the Splash Waterpark & Fitness Centre (waiver must be signed by the parent for access)

4.3.1.4.5 The quarterly dues for Platinum owner children are payable at the same time as the primary card(s) quarterly

4.3.1.4.6 The complimentary Platinum owner child (up to 14 years old) can receive children’s benefits such as discount on JSA, Bounce Trampoline, Strike Bowling and Cubby House Kids Club as well as free entrance to the Splash Water Park

4.3.1.4.7 Only children registered under the profile can receive child benefits

4.3.1.4.8 Supplementary Platinum Card holders or non-members who wish to register their children for JSA and receive other FINNS benefits can choose to purchase a Quarterly Lifestyle Child Membership

4.3.1.4.9 Children must be registered at the time the member joins or completes a transfer of a second-hand membership

4.3.1.4.10 Children who are born during the membership period can be added to the membership profile

4.3.1.4.11 If the member adopts and becomes the legal guardian of a child, they can be added to the 'Primary' cardholders profile

4.3.1.4.12 Children are considered 3 to 17 years of age

4.3.1.5 JUNIOR SPORTS ACADEMY ("JSA")

4.3.1.5.1 FINNS Bali members are entitled to JSA member prices as long as the child is a registered and active member (owns a nominative membership card)

4.3.1.5.2 Only Children registered at the time the Membership is created can receive the member benefits for JSA

4.3.1.6 PLATINUM FREEZE OPTION

4.3.1.6.1 A minimum freeze period of one month applies, followed by a consecutive freeze period

4.3.1.6.2 Fee is equal to 50% of the bill charged for the number of card(s) selected for the period of freeze

4.3.1.6.3 Freeze option available for Platinum owner child:

- Complimentary Child card(s) cannot be active unless the primary Platinum cards are active

- Paying Child card(s) can be active despite the primary Platinum cards being on freeze

4.3.1.6.4 The freeze period does not affect the validity period of the membership

4.3.1.7 DOWNGRADING OR UPGRADING OF PLATINUM MEMBERSHIP

4.3.1.7.1 The owner of a Platinum Membership whose membership no longer matches his/her personal situation can request that his/her Membership is downgraded to the required number of Platinum Membership cards that reflects his/her requirements and pay the reduced matching monthly dues
4.3.1.7.2 Should the Platinum membership owner decide to sell or transfer his/her Membership, (s)he will be allowed to sell/transfer it as the original Membership (s)he purchased when joining FINNS Bali provided that there is sufficient evidence of that original Membership

4.3.1.7.3 Should the Platinum membership owner decide to return to the original number of Platinum cards they purchased, a reactivation fee and the monthly dues of the inactive cards are payable with the calculation as follow; reactivation Platinum cards = (difference joining fee x 10%) + (difference monthly dues x number of inactive months)

4.3.1.7.4 A Platinum Member may purchase additional membership cards at any time (upgrade). The additional joining fee and increased quarterly dues will be payable from the day of activation of the additional cards.

4.3.1.8 SPLITTING OF PLATINUM MEMBERSHIP

4.3.1.8.1 If a membership is split (for example, a couple moving from two card membership to one), the members must pay the rate of a single membership for the dues and pay an administration fee of Rp 500,000

per new card

4.3.2 LIFESTYLE MEMBERSHIP

4.3.2.1 Access to FINNS Bali facilities is obtainable by way of Lifestyle Membership, either Weekly, Monthly, Quarterly or Annual Passes for individual, family or child that do not incur monthly dues but must be paid in full upfront

4.3.2.2 Lifestyle Memberships can be upgraded to a higher category, whether for a longer term or for Platinum Membership, as long as they have not expired

4.3.3 VIP GUEST MEMBERSHIP

4.3.3.1 Access to FINNS Bali facilities is obtainable by way of VIP Guest Membership that is offered in a block of 7 days that does not incur monthly dues but must be paid in full upfront

4.3.3.2 VIP Guest membership can be upgraded to a higher category, whether for a longer term or for Lifestyle or Platinum Membership, as long as they have not expired

4.4 TRANSFER OR SALE OF MEMBERSHIP

4.4.1 TRANSFER DATE AND FEES

4.4.2 Unless specifically notified by FINNS Bali at the time of acceptance, Platinum five and ten year membership can be transferred or sold to another person /family/ villa/corporate

4.4.3 Lifestyle memberships cannot be sold or transferred

4.4.4 A transfer fee of 50% of FINNS Bali's Joining Fee for the relevant category prevailing at the time of transfer will be payable to the Operator before the transfer is valid

4.4.5 If a member wants to sell their Platinum membership the transfer fee will be 50% of the current "sign up" price of the relevant Platinum membership
4.4.6 Sale price at the current published selling rate at the time of sale

4.4.7 If the Membership category that is to be transferred and/or the benefits contained therein have changed, the operator has the right to update that Membership and/or have its conditions and benefits adjusted to a category valid at the time of the transfer before the transferred Membership becomes applicabl

4.4.1 FINNS BALI RIGHT OF PREEMPTION

4.4.1.1 An application from a prospective transferee of Membership shall be countersigned by the prospective transferor Member and clearly state the prospective sale price, whereupon FINNS Bali is entitled to deem the offer of sale of such Membership to be binding at the stated price

4.4.1.2 FINNS Bali may itself determine to acquire the Membership, whereupon it will pay to the selling Member the stated price less any transfer fees stated in paragraph above and any other amounts owed to FINNS Bali by the transferor

4.4.2 COMPLETION OF TRANSFER

4.4.2.1 FINNS Bali must have a written confirmation from the member that he/she agrees and acknowledges the membership being passed to the new holder

4.4.2.2 Completion of a transfer of Membership shall take place on such date after acceptance as determined by the Operator, save that no completion of transfer may take place until the prospective transferor Member, or the transferee if specifically agreed upon, has paid any outstanding amounts due from him/her to FINNS Bali. Upon completion, the transferor Member shall be deemed to have resigned as a Member of FINNS Bali and can no longer enjoy Access Rights to FINNS Bali unless as an accompanied Member Guest

4.4.3 TRANSFER TO IMMEDIATE FAMILY

4.4.3.1 A Platinum Member who wishes to transfer his/her membership to an individual who is a bona fide member of his/her Family may do so at any time subject to the Operator's standing right to approve new Members and payment of an administrative fee to be determined by the Operator from time to time

4.5 CHANGE IN MEMBER'S DETAILS

4.5.1 Members are required to notify FINNS Bali of all relevant changes that are recorded in the application process, including changes to their contact details and changes to residency status

4.5.2 In relation to a Membership which includes a Family, a Member shall notify FINNS Bali in the event that there is a change in his/her personal circumstances which involves a registered Spouse/Partner ceasing to hold that status

4.5.3 The Member should notify FINNS Bali if he/she wishes to include a new Spouse/ Partner under his/her Membership

4.5.4 Under the definition of "Spouse" and "Partner" in the Terms and Conditions, the status of such is intended to be long-term in relation to a Member's right to include his/her Family under his/her Membership, and frequent changes of status will be subject to approval by the Operator and may result in a Member being referred to the Operator if it considers that a Member may be breaching either the letter or spirit of this provision

4.5.5 Each change in Partner/Spouse under a Membership may be subject to a charge as shall be determined by the Operator

4.6 DEATH OF A MEMBER

4.6.1 DEATH CONCERNING INDIVIDUAL MEMBER

4.6.1.1 In relation to an Individual Member, the Membership shall revert immediately to FINNS Bali in trust until such time as a bona fide heir presents evidence to FINNS Bali in the form of written probate which in the opinion of the Operator demonstrates that legal ownership has passed by way of inheritance to that heir

4.6.1.2 If no heir presents himself with evidence of probate within 6 months, FINNS Bali shall be entitled to cancel the Membership of the deceased without compensation

4.6.2 DEATH CONCERNING FAMILY MEMBER

4.6.2.1 In relation to a Family Member, FINNS Bali will transfer the underlying Family Membership to the Spouse (if any) of the Family Member provided such Spouse in the opinion of the Operator is recognized as such by laws relevant to probate of the deceased Member, and a request for transfer is received by FINNS Bali from the Spouse within two years of the date of death

4.6.2.2 The spouse shall pay to FINNS Bali any debts owed to FINNS Bali by the deceased and his/her Family prior to death and any Membership Dues accrued subsequent to death

4.6.2.3 Pending receipt of a request for a transfer of ownership by the Spouse, all FINNS Bali Rights relating to the Family Membership of the deceased shall be suspended

4.6.2.4 In the event that there is a subsequent dispute over inheritance of the Family Membership, and a third party presents in the opinion of the Operator valid evidence that he/she is the legal inheritor of the Membership, FINNS Bali Rights of the aforementioned Spouse and his/her Family shall be immediately terminated and the Family Membership transferred to the legal heir provided such person pays to FINNS Bali any debts accrued to the underlying Family Membership as at the date of transfer including any accrued Membership Due

4.6.3 DEATH CONCERNING PLATINUM MEMBER

4.6.3.1 In relation to a Platinum Member, FINNS Bali will transfer the underlying Platinum Membership to the Spouse (if any) of the Platinum Member provided such spouse in the opinion of the Operator is recognized as such by laws relevant to probate of the deceased Member

4.6.3.2 A request for transfer must be received by FINNS Bali from the Spouse within two years of the date of death. Pending receipt of a request for a transfer of ownership by the Spouse, all FINNS Bali Rights relating to the Platinum Membership of the deceased shall be suspended

4.6.3.3 In order to activate the transfer, the Spouse shall pay to FINNS Bali any debts owed to FINNS Bali by the deceased prior to death and any Membership Dues accrued subsequent to death

4.6.3.4 In the event that there is a subsequent dispute over inheritance of the Platinum Membership, and a third party presents in the opinion of the Operator valid evidence that he/ she is the legal inheritor of the Membership, FINNS Bali Rights of the aforementioned Spouse shall be immediately terminated and the Platinum Membership transferred to the legal heir provided such person pays to FINNS Bali any debts accrued to the underlying Platinum Membership as at the date of transfer including any accrued Membership Dues

4.7 MEMBER'S GUESTS

4.7.1 The Member extending the invitation to his/her Member Guests shall be responsible for their good behavior and the cost of services rendered to them by FINNS Bali

4.7.2 Refusal to assume responsibility shall subject the Member to suspension

4.7.3 All Member Guests are required to be registered at Reception with the Platinum card prior to accessing the FINNS Bali Facility

4.7.4 There is no charge payable by a Member Guest for admission but usage of some areas of the FINNS Bali Facility by a Member Guest will be subject to any prevailing charges as set by the Operator from time to time

4.7.5 Platinum Members are entitled to put up to 9 Member Guests on their food & beverage bill per Adult Card. The food & beverage discount will be applied to the entire bill

4.7.6 Lifestyle Members may have up to 4 people on their bill per Adult Card 3.7.7. VIP Guest Members may have up to 1 person on their bill per Adult Card

4.7.8 All rules & regulations apply to Member Guests

4.8 CONDITIONS OF ENTRY

4.8.1 Members may use the Express Entry Lane at FINNS Beach Club Entrance provided they are directed by FINNS Bali Staff through the Express Entry Lane

4.8.2 Members cannot take themselves through the Express Entry Lane unless escorted and must first present a valid Membership Card before the Security Check

4.8.3 Platinum Members are entitled to bring up to 3 guests through the Express Entry Lane per Adult Card

4.8.4 VIP Guest & Lifestyle Members are not entitled to bring any guests through the Express Entry Lane

4.8.5 Express Entry Lane may not be available during a special event or any given day

4.9 FURNITURE AT FINNS BEACH CLUB AND VIP BEACH CLUB

4.9.1 Members are allowed access to FINNS Beach Club single deluxe beds at no minimum spend, walk-in only and subject to availability, one single bed per Adult Card

4.9.2 VIP Guest, Escape, Lifestyle & Platinum members are allowed access to FINNS VIP Beach Club single deluxe beds at no minimum spend, walk-in only and subject to availability, one single bed per Adult Card

4.9.3 Members are allowed to access FINNS Beach Club deluxe beds with no minimum spend, walk-in only and subject to availability, if they present 4 valid membership cards

4.9.4 Members are allowed to access FINNS Beach Club deluxe beds at a pro rata value of minimum spend; where 3 valid cards requires 25% of the minimum spend, 2 valid cards requires 50% of the minimum spend, and 1 valid card requires 75% of the minimum spend

4.9.5 Members are allowed to access FINNS VIP Beach Club deluxe beds with no minimum spend if they present 4 valid VIP Membership cards

4.9.6 Members are allowed to access FINNS VIP Beach Club deluxe beds at a pro rata value of minimum spend; where 3 valid cards requires 25% of the minimum spend, 2 valid cards requires 50% of the minimum spend, and 1 valid card requires 75% of the minimum spend

4.9.7 All beds require Members, Guests or Member Guests to open a tab. There are no exceptions to this rule

4.9.8 Members can open a tab by providing their Membership card plus valid credit card or debit card. The name on the credit or debit card must match the member’s name. No Photo ID will be required

4.9.9 Members can open a tab by providing their membership card plus Rp 500,000 for any single deluxe bed, or Rp 1,000,000 for any deluxe bed. The cash deposit is fully redeemable for food and beverages

4.9.10 Members can open a tab by providing their Membership card only provided it is pre-loaded with FINNS Cashless balance the equivalent of Rp 500,000 for a single deluxe bed or Rp 1,000,000 for any deluxe bed

4.9.11 Members can pre-book beds by paying in advance the full applicable minimum spend. Standard refund and amendment policy applies

4.9.12 Members can pre-book any bed in advance without payment if, and only if, they have a minimum FINNS Cashless balance of Rp 6,000,000 on their membership card(s). Any cancellations within 24 hours and the pre-book minimum spend value corresponding with the advertised pre-book price for that particular bed will be

withdrawn off the Membership card. This can be a combined total of 6,000,000 if several members book the same deluxe bed

4.10 MEMBER DISCOUNTS

4.10.1 DISCOUNT ON FOOD AND BEVERAGE

4.10.1.1 Platinum Members are entitled to put up to 9 guests on their food & beverage bill per Adult card

4.10.1.2 Lifestyle Members may have up to 4 guests on their bill per Adult card

4.10.1.3 VIP Guest Membership may have up to 1 guest on their bill per membership card

4.10.1.4 Food and Beverage discount applicable at FINNS Recreation Club, FINNS Beach Club and FINNS VIP Beach Club

4.10.1.5 Discount does not apply to pre booked minimum spend paid on beds or furniture

4.10.1.6 Member discount will be applied to any spend over the minimum spend value

4.10.1.7 To receive a discount, at least one member of FINNS Bali must be present on the table

4.10.1.8 Members must hold a valid membership for a discount to apply

4.10.1.9 Members must present a FINNS Bali membership card to receive a discount

4.10.1.10 Non-members will only receive a discount when they are on a Member's account and a member is present. If a member leaves, their bill must be settled in full by the guests

4.10.1.11 Discount does not apply when there is a special event, promotion and or group bookings

4.10.1.12 Tax and service is applied to discounted amounts

4.10.1.13 Food and Beverage discount period is determined by Management and subject to change

4.10.2 DISCOUNT ON KIDS PARTIES

4.10.2.1 Member discounts on food and beverage apply to Kids Parties for the entire group so long as the member settles the bill in one payment
4.10.2.2 Kids Parties discount period is determined by Management and subject to change

4.10.3 DISCOUNT ON VENUE HIRE

4.10.3.1 Platinum members receive a 10% discount on the venue hire fee at FINNS Recreation Club, FINNS Beach Club and FINNS VIP Beach Club
4.10.3.2 Venue hire discount period is determined by Management and subject to change

4.10.3.3 VIP Guest members and VIP Lifestyle members receive no discount on the venue hire fee

4.10.4 DISCOUNT ON STAFF GATHERING

4.10.4.1 No member discount applicable to Staff Gathering activity

4.10.4.2 Member discount on food and beverage does not apply to Staff Gathering event

4.10.5 DISCOUNT ON BEDS AT FINNS BEACH CLUB AND FINNS VIP BEACH CLUB

4.10.5.1 Members are entitled to one single deluxe bed (no minimum spend) per membership card. An active membership card must be presented to claim this offer (subject to availability)

4.10.5.2 Holiday, VIP Guest, Lifestyle and Platinum members are entitled a single deluxe bed at FINNS VIP Beach Club (no minimum spend) per membership card. An active membership card must be presented to claim this offer (subject to availability)

4.10.5.3 Holiday, VIP Guest, Lifestyle and Platinum members are entitled Deluxe beds complimentary at FINNS Beach Club, FINNS VIP Beach Club and FINNS Recreation Club provided the members present 4 VIP active membership cards (subject to availability)

4.10.5.4 Members may access Deluxe beds at a proportion of minimum spend where 3 active membership cards require 25% of the minimum spend, 2 active membership cards require 50% of the minimum spend and 1 active membership card requires 75% of the minimum spend

4.10.5.5 All beds require members, guests or members' guests to open a tab by providing the active membership card and valid credit or debit card that match the member's name

4.10.5.6 If a credit or debit card cannot be provided a cash deposit that is equivalent to the price of the chosen bed must be provided

4.10.5.7 Members are able to pre-book day beds by paying in advance the pre- book minimum spends of the chosen day bed. No refund given for cancellations

4.10.5.8 Accepted credit and debit cards are up to the discretion of FINNS Bali Management and may change from time to time

4.10.5.9 Member discount only applies on "minimum spend" bookings where total bill after discount exceeds or is equal to the applicable minimum spend

4.10.5.10 Members can NOT leave the venue without closing their tab. Once a tab has been closed, the associated bed will be released. Members who leave the venue will have their belongings removed

4.10.5.11 FINNS beds are always subject to availability

4.11 PAYMENT OF MEMBERSHIP

4.11.1 MEMBERSHIP JOINING FEES

4.11.1.1 Joining Fees are payable upon application for and approval of Membership by the Operator represented by its Membership Director. Payments may be made by way of cash, credit card or by direct bank transfer in which case proof of transfer will need to be provided for easy reconciliation and before Membership cards can be issued

4.11.1.2 In cases where some venues within FINNS Bali are closed for renovation or under maintenance, under the management discretion, no refund of Joining Fee will be granted

4.11.2 MEMBERSHIP DUES

4.11.2.1 Members shall pay Membership Dues to FINNS Bali in accordance with their category of Membership

4.11.2.2 Membership Dues are payable by each applicable Member to the Operator, notwithstanding his/her absence, non-enjoyment of the FINNS Bali Facility and/or suspension of Membership, unless the Membership has been put on hold (“freezing”)

4.11.2.3 The Operator has the right to impose, reduce or vary Membership Dues and all and any joining, registration, transfer, subscription and other fees and charges at FINNS Bali

4.11.2.4 Any members who fail to pay their dues by the due date will have their card blocked (stopping all membership entitlements)

4.11.2.5 If payment is not received 30 days later the membership is permanently suspended to which a fee to reactivate will apply

4.11.2.6 FINNS Bali issues a quarterly dues invoice to members that is to be paid in advance. Should the members wish to pay monthly, there will be a 10% surcharge on the per month cost

4.11.2.7 With the exception of Holiday, VIP Guest and VIP Lifestyle, each Member shall pay Membership Dues specified to be payable by such Member as published and/or invoiced by FINNS Bali from time to time

4.11.2.8 Membership Dues will be reviewed and increased by the Operator on 1st July every year, with one month notice to members, by an amount equal to at least the Indonesian CPI or up to a maximum of 10%, whichever is the highest

4.11.2.9 Members are allowed to pay their Membership Dues in advance, for up to a maximum of 12 (twelve) consecutive months. Should any such Dues pre-payment cover one or more months beyond 1st July - when the annual Dues increase will apply- such amount will then be considered a credit balance and offset against the new increased Dues, as applicable after 1st July

4.11.2.10 All Membership Dues and charges payable by a Member shall be independent and separate payments that may not be offset against any Joining Fee or other fee or charge payable to FINNS Bali by such Member

4.11.2.11 Each Member shall receive 20 (twenty) - 30 (thirty) days’ notice before the start of each quarter a three-monthly Statement from FINNS Bali which will detail all payments received during the previous quarter and any new charges for the upcoming quarter. Unless specifically requested otherwise, those Statements will be remitted electronically and will be deemed to have been received by Members on the date of transmission

4.11.2.12 Membership Dues where applicable will be debited to Members’ accounts quarterly in advance.

4.11.2.13 Members will need to settle their dues in full by the 1st day of the quarter.

4.11.2.14 Failure to settle the dues in a timely manner will result in the Member no longer being able to access facilities until the outstanding payment has been received

4.11.3 PAYMENT PROCEDURES

4.11.3.1 Members shall settle their quarterly statements by bank transfer, cash, and debit or credit card payment

4.11.3.2 In all cases when payment is made by bank transfer, such transfer must be referenced with the Member’s family name and membership number. When paying by bank transfer, Members must be aware that it may take several days before this payment is reconciled by FINNS Bali’s accounting department and allocated to their individual Membership Account. All amounts are due in full in FINNS Bali’s accounts

with no deduction of bank charges. In the event that charges are levied by the Member's or FINNS Bali's bankers, any shortfall will be reflected in the following Quarterly Statement of the applicable Member

4.11.4 LATE PAYMENT AND MEMBERSHIP REACTIVATION

4.11.4.1 An important element of FINNS Bali's ability to maintain its financial integrity and operating efficiency for the benefit of all Members is prompt payment of outstanding amounts due to FINNS Bali as shown in Quarterly Statements

4.11.4.2 A membership profile with an outstanding balance will be permanently suspended with no refund of the Joining Fee and membership may, solely at the discretion of the Operator, only be reactivated by settling any outstanding dues and charges and paying a Reactivation Fee 3.11.4.3. Should one or more Platinum cards be inactive, all outstanding dues up to the current date, plus a 10% reactivation fee of the joining fee is payable at the time of reactivation

4.11.4.4 Sanctions regarding Membership status are independent of FINNS Bali's right to pursue action against current or previous Members for recovery of amounts due, even after membership is suspended or cancelled

4.12 VIOLATIONS OF THE TERMS AND CONDITIONS

4.12.1 In the interests of FINNS Bali and its Members, violation of the Terms and Conditions, or any other causes or acts of a Member, the Member's Family and Member's Guest(s), which are prejudicial to FINNS Bali, or are disorderly, injurious or repugnant to the interests and objectives of FINNS Bali and/or its Members, may result in the offending Member or sponsoring Member being suspended or expelled from FINNS Bali

4.12.2 If it is considered that a Member has carried out a gross violation of the Terms and Conditions, FINNS Bali may temporarily suspend the Membership of the Member forthwith by sending by way of registered post or by email (if the residential address is unknown or incomplete) a written notice of suspension to such Member at the address of the Member registered with FINNS Bali

4.12.3 A member defaults consistently in punctual payment of his/her account may result in the suspension or expulsion of FINNS Bali membership and its facilities as deemed by the operator

4.12.4 A Member conducts himself within the premises of FINNS Bali in any way injurious to FINNS Bali or contrary to the interests of FINNS Bali or unbecoming of a Member of FINNS Bali may result in his/her membership being suspended or terminated

4.12.5 Suspension or expulsion of a Member is a measure of last resort and will only be contemplated in cases of gross violation of these Rules & Regulations which shall include the following actions:

4.12.6 A suspended Member (and his/her Family in the case of a FINNS Membership) is prohibited from entering FINNS Bali or making use of the FINNS Bali Facility or FINNS Bali Rights, but remains liable for Membership Dues during the period of suspension. A Platinum Member may not transfer the membership during the period of suspension

4.12.7 An expelled Member (and his/her Family in the case of a Lifestyle Membership) is prohibited from entering FINNS Bali or making use of the FINNS Bali Facility or FINNS Bali Rights. Ownership of the Membership of an expelled Member will immediately revert to FINNS Bali which will hold the same in trust pending sale by FINNS Bali to a new Member at a price deemed to be reasonable in relation to the list price of new memberships. Upon sale, FINNS Bali is entitled to deduct any money due to FINNS Bali from the expelled Member, including a transfer fee of 50% of that membership's current value plus any applicable taxes, and will then refund the remaining balance to the expelled Member. These provisions apply equally to expulsions of Platinum Members

4.12.8 In the case of a Platinum Member, the owner of the Membership or persons employed by him/her wilfully breach the Terms and Conditions relating to their guests including enabling unauthorised access may result in the membership being suspended and access to the FINNS Bali facilities being denied

4.12.9 If the operator believes there is a case for suspending a Member or terminating a Membership for a violation of the Terms and Conditions, he/she shall dispatch and inform the Operator who will meet with said Member within 14 days. The Member who is subject to potential sanction, which may include prolonged but temporary suspension or expulsion, may make representations to the Operator whose decision on the matter will be final

4.12.10 An expelled Member is forever disqualified from applying for any kind of Membership of FINNS Bali or from being a guest or visitor at FINNS Bali

4.13 MANAGEMENT AND STAFF

4.13.1 The day to day operations of FINNS Bali are performed by salaried managers and staff who report directly to the FINNS Bali Manager. The Operator reserves the right to appoint a third party organization to act as Manager of FINNS Bali upon such terms, conditions and payments as the Operator deems fit

43.13.2 Members may not confront or reprimand any staff. All complaints regarding any issue

including but not limited to membership, the condition & operation of the FINNS Bali facility, staff, Club activities & events, or any other FINNS Bali related matter shall be made in writing, signed and addressed to the Resident or General Manager. Issues relating directly to the Resident or General Manager shall be detailed in writing, signed, addressed to the Operator, and handed to Reception

4.13.3 All members and guest agrees to treat all FINNS Bali staff with the utmost decency and respect. All members and guests understand that their membership will be terminated at any substantiated report of disrespect towards FINNS Bali staff or customers

4.14 DISCLAIMER

4.14.1 FINNS Bali and/or the FINNS Recreation Club and/or the FINNS Beach Club and/or the Operator and/or BMI 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 FINNS Bali Facility, whether defective or otherwise. Specifically, it is an ongoing condition of Membership that the Member:

4.14.1.1 Understand that all sports and

4.14.1.2 Assume and accept all risks related to participation by them and their families in activities organized by FINNS Bali or undertaken in the FINNS Bali Facility

4.14.1.3 Grant permission to the Operator, Management, Staff and the FINNS Bali to act on their behalf according to their best judgment in any emergency affecting themselves and their Families which may occur whilst they are attending activities organized by FINNS Bali

4.14.1.4 Authorise FINNS Bali to arrange for them or their families to be administered such medical attention and to have them brought to a medical facility as deemed appropriate by FINNS Bali

4.14.1.5 Agree that all and any medical or hospitalization charges relating thereto will be entirely for their account and not be the responsibility of FINNS Bali

4.14.1.6 Specifically absolve FINNS Bali of any and all responsibility for personal accidents, injuries or damages sustained by them and their Families whilst in the FINNS Bali Facility or during their participation in activities organized by FINNS Bali

4.14.1.7 Release FINNS Bali irrevocably from any and all personal and corporate liability claims

4.14.1.8 Take out insurance cover deemed by them to cover activities to be carried out by FINNS Bali in relation to them and their Families 4.14.1.9 Acknowledge that FINNS Bali is not obliged to and may not purchase insurance coverage in respect of personal accidents, injuries or damages sustained by them and their Families during activities supervised by FINNS Bali or carried out in the FINNS Bali Facility

4.14.1.10 Indemnify FINNS Bali in full against all claims, losses, damages, costs and expenses which FINNS 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 and Regulations, or any applicable rules or regulations in use in any manner at FINNS Bali, and each Member shall forthwith on demand pay in full to FINNS Bali such claim, losses, damages, costs and expenses

4.14.2 The Operator shall be solely responsible for any provision of finance to FINNS Bali and for ensuring that at all times; FINNS Bali complies with all statutes, rules, regulations and governmental and regulatory requirements applicable to the operation and business of FINNS Bali

5. GROUP BOOKINGS

5.1.1 Reservations are not confirmed until full payment has been received

5.1.2 Bookings are non changeable, non-transferable and non-refundable

5.1.3 Table reservations will be released 45 minutes after confirmed reservation time unless FINNS Bali has been contacted

5.1.4 Maximum dining table size is 12 guests per table

5.1.5 Reservations are not confirmed until full payment has been received

5.1.6 Bookings are non-changeable, non-transferable and non-refundable after full payment is received

5.1.7 Towel hire and locker at Splash Water Park and Bounce will be charged IDR 50.000 per towel and IDR 20,000 per locker, deposit will be IDR 100.000 (per towel or locker)

5.1.8 No decorations or table arrangements are permitted

5.2 GROUP FOOD & BEVERAGE

5.2.1No outside food and beverage is permitted, with the exception of special occasion cakes which will incur a fee of IDR 200,000++ per cake or IDR 150,000++ per cake for FINNS Bali Members

5.2.2 FINNS Bali Members food and beverage discounts do not apply to group bookings

5.3 CANCELLATION POLICY

5.3.1 We require at least 15 days notice prior to your scheduled activity date. Cancellations made 14 days or less will incur a 100% cancellation fee. Written cancellation must be sent via email to reservations@finnsbali.com

6. STAFF GATHERINGS

6.1.1 Minimum 15 pax per day

6.1.2 Children age (3 – 12 years), Infant age (0 – under 3 years)

6.1.3 Staff Gathering rates are for Indonesian-based businesses

6.1.4 All areas are subject to availability

6.1.5 Subject to standard event booking terms & conditions

6.1.6 No outside foods and beverages are allowed into the venue

6.1.7 No outside music / entertainment & sound system are allowed to be played inside

6.1.8 Music, entertainment & sound system are provided & controlled by FINNS Recreation Club

6.1.9 Any additional number of people from minimum guaranteed will be charged at the same rate as above rate

6.1.10 Less number of people from minimum pax (daily) will be charged at the minimum people guarantee agreed by both parties

6.1.11 Advance approval from FINNS Recreation Club for any banner / backdrop to be used inside & outside the venue

6.1.12 Any event arrangement created by The Committee must be discussed in advance with Reservation Team

6.1.13 Any decrease or increase number of participants must be upon discussion with Reservation Team

6.1.14 For unused activities and services, it is non-refundable and non-transferable

6.1.15 All details regarding group booking need to be confirmed 10 days before the event date

6.1.16 50% deposit maximum 7 days after invoice issued to secure the confirmed date

6.1.17 Balance must be paid 30 days prior to event date 6.1.18. All payments are non-refundable and non-transferable

6.1.18 All payments are non-refundable and non-transferable

7. KIDS PARTIES

7.1.1 Pre-payment is required and non-refundable

7.1.2 No outside food and beverage is permitted, with the exception of special occasion cakes which will incur a fee of IDR 200,000++ per cake or IDR 150,000++ per cake for FINNS Bali Members

7.1.3 Member discount applies only for parents who host the Kids Party

7.1.4 No music outside of what is playing at the facility

7.1.5 No permanent decorations permitted. However, removable decorations such as birthday masks, hats, balloons, banners of childs name are allowed to be placed surrounding your tables. All removable decorations must be removed after the event

7.1.6 Hirer is responsible for the decoration’s equipment; including the Invitation Card. FINNS Recreation Club does not provide any decorations

7.1.7 Not valid in conjunction with any other promotions or special events

7.1.8 You can bring in Lolly or gift bags but these can only be distributed at the end of the party – not for consumption during the party

7.2 KIDS PARTY AT CUBBY HOUSE

7.2.1 Suitable for children 2 – 12 years of age

7.2.2 Maximum number is 20 children

7.2.3 Parents cannot enter Cubby House Kids Club

7.2.4 No shoes to be worn inside Cubby House Kids Club

7.2.5 No glitter, no firework paper

7.2.6 Balloons and plastic decorations are not allowed

7.2.7 No permanent decorations are allowed

7.2.8 Removable decorations such as birthday masks, hats, banner of childs name are allowed to be placed surrounding your tables

7.2.9 All removable decorations must be removed after the event

7.2.10 Hirer is responsible for decoration; including Invitations. FINNS Recreation Club does not provide any decorations

7.2.11 Lolly / Goody Bags / Gift Bags can only be distributed at the end of the party – not for consumption during the party

7.2.12 No outside food and beverage is permitted, with the exception of special occasion cakes which will incur a fee of IDR 200,000++ per cake or IDR 150,000++ per cake for FINNS Bali Members

7.2.13 Minimum spend of food and beverages is IDR 1,000,000 (excluding corkage Fee and Cubby Birthday Pass) must be paid in advance and non-refundable

7.2.14 Food and beverages can be selected from Kids Party Form or a la carte menu

8. VENUE HIRE & PRIVATE EVENTS

8.1 The following Terms and Conditions are applicable in addition to all standard terms and conditions. Individual areas may have specific terms and conditions as stated in the Quotation, Booking Confirmation or Event Agreement Document

8.2 The Hirer shall pay the amount specified for hire of the space, facilities and any fees and charges arising from the hire by the agreed dates

8.3 Event Hire Fee applies when guests want an event area exclusively for a group

8.4 No minimum food and beverage spend applies when the event hire fee is paid

8.5 Event Hire Fee is inclusive of service staff, Banjar fees, existing furniture in all areas, standard food and beverage material including crockery, cutlery and glassware, one pool towel per person

8.6 Existing furniture can be completely or partially removed with minimum 7 days notice

8.7 To book an event area the event fee or a 50% deposit payment must be paid within 7 days of booking and this is non-refundable. Balance monies to be paid no later than 60 days prior the event – for final menu choices no later than 30 days prior to the event or booking will be automatically cancelled

8.8 Monies paid are non-refundable and non-transferable

8.9 Booking details are as per invoice/booking confirmation. A booking is not confirmed until FINNS Bali has received all necessary payments and written confirmation has been sent via email

8.10 In the case of full buyout, final balance is due 90 days prior (not 60 days)

8.11 FINNS Bali Platinum Members are entitled to 10% discount from Event Hire Fee for direct bookings only

8.12 FINNS Bali Member Food & Beverage Discounts DO NOT apply to events

8.13 No outside food and beverage is permitted, with the exception of special occasion cakes which will incur a fee of a fee of IDR 200,000++ per cake or IDR 150,000++ per cake for FINNS Bali Members

8.14 FINNS Bali expressly reserves the right to revise its fees and charges. However, once a deposit is paid no revision to fees will occur unless the conditions of hire are amended, there is a change to government tax, permits or extreme cost fluctuations e.g. food or beverage produce, operational costs

8.15 The agent or event planner must be advised at time of booking and must be from FINNS Bali approved list of companies

8.16 No Commercial events (ticketed) permitted, unless agreed by FINNS Bali Management

8.17 FINNS Bali Catering is compulsory. Outside caterers will not be permitted. No outside food and drinks are permitted

8.18 Food and beverage promotions do not apply to private events e.g. happy hour, member discount, etc

8.19 Towel hire and locker at Splash Water Park and Bounce will be charged IDR 50.000 per towel and IDR 20,000 per locker, deposit will be IDR 100.000 (per towel or locker)

8.20.All Vehicles must be fully checked by security at the entrance prior to entering the premises

8.21 Maximum bus size permitted to enter the Berawa area is 24 seater. Bus details must be advised minimum 2 weeks prior to the event

8.22 FINNS Bali is not responsible for service delivery, conduct or disputes from any third party that have been arranged by FINNS Bali on behalf of the Hirer
8.23 Amendment is possible (one time only) before 30 days – free of charge and under approval from FINNS Bali. Within 30 days prior to the event, a fee of IDR 1,500,000 will apply to each amendment made. Guests should be aware that some changes may not be possible and venue areas are subject to availability
8.24 FINNS Bali venues have public liability insurance. Personal accident insurance and event insurance are the responsibility of The Hirer

8.25 FINNS Bali will not be liable for any personal injury or loss where negligence cannot be attributed to the owners and operators of FINNS Bali. Any disputers are to be settled in the Republic of Indonesia and shall be governed by the laws of the Republic of Indonesia

8.26 Opening Hours are 06.00 am to 09.00 pm daily. Extended opening hours can be requested, with a minimum 30 days notice, additional charge will apply. Amplified music will be turned off at 11pm. When vacating the venue guests are asked to respect the neighborhood and behave appropriately

8.27 The Hirer agrees to let FINNS Bali security team inspect any bags or other goods in their staff or suppliers' possession upon entering premises. All items not permitted will be labeled and held by security until departure

8.28 Signs, banners, back drops, staging and decorations connected with the event must be approved by FINNS Bali prior to the function. No nails, screws, staples adhesives or fastenings may be driven into or attached to the walls, doors, glass, floors, furniture, fittings and equipment without the express consent of the Event Manager

8.29 One Additional genset is available and must be rented from FINNS Bali. Two or more gensets required are to be arranged by the Hirer

8.30 Fireworks and fire dancers require approval from FINNS management

8.31 Glass decorations should not be used in pool areas

8.32 Flower shower petals should be light in colour to avoid staining natural stone pathway

8.33 All candles to have candle base to prevent wax spillage and avoid damaging surfaces

8.34 After cables installation, vendors on behalf of the Hirer must cover and remove any remaining pieces left from cutting the wire cables to prevent any danger for FINNS Bali guests

8.35 Any goods, properties or materials brought in by or on behalf of the Hirer, are the responsibility of The Hirer. The Hirer shall vacate the premises by the agreed time in the booking confirmation. Specific arrangements to extend must be confirmed by the Event Manager. Any extension of time or failure to vacate the premises at the agreed time shall incur an additional fee (based on an hourly rate)

8.36 The Hirer must leave the premises in clean condition. Failure to do so will incur additional cleaning charges. All goods and event decorations must be removed and event areas cleaned by 2 am the latest after the event. A final inspection must be conducted with FINNS Bali and the Hirer

8.37 The Hirer shall be responsible for the cost of any damage or loss caused to the objects, buildings, furniture, fittings and equipment arising out of and/or in the course of the Hirer's event

8.38 If any damage is found to event areas photographic evidence and report with replacement/ repair cost will be provided

8.2 LOADING AND VENDORS POLICY

8.2.1 The Hirer vendors must respect loading times provided by FINNS Bali according to the area booked by the Hirer. Any loading outside the hire times provided is upon request and subject to approval by FINNS Bali

8.2.2 Event hire times are inclusive of set up and pack down

8.2.3 Big items such as tables, chairs, stage, and main decorations must be dropped off at designated parking area

8.2.4 Small goods such as flowers, cake and small-size event decorations can be dropped off at FINNS Bali main parking

8.2.5 Trolleys are allowed to be used in the main paths leading to the Hirer event areas

8.2.6 After dropping the goods, vendors' trucks can park at the main FINNS Bali parking

8.2.7 All vendors' trucks are subject to FINNS Bali security check before loading

8.2.8 Vendors' teams must present to FINNS Bali security upon arrival (from the staff entrance) a valid KTP or identity document. A visitor badge will be provided to check in. The badge must be returned upon check out

8.2.9 Vendors are not permitted to use FINNS Bali equipment

8.2.10 All vendors must leave the Hirer event area once installation and setup is complete

8.2.11 All Hirer employees and vendors must hold valid work permits as required by Indonesian law. Proof of work permit must be able to be produced at request of FINNS Bali or Indonesian authorities. FINNS Bali is not responsible for agent employees work permits

8.3 FINNS BALI SOUND POLICY

8.3.1 All sound, electrical and lighting requirements must be approved by FINNS Bali prior to the event. Interference with, or alteration of any of the electrical installations, lighting sound systems, or other property is prohibited

8.3.2 All sound in event areas is managed by FINNS AV team at agreed sound levels (microphone and music)

8.3.3 Amplified music curfew is 11 PM. FINNS Bali management and security reserve the right to shut down any event abusing these rules

8.4 FINNS BALI PHOTOGRAPHY POLICY

8.4.1 Drones are not permitted to be used in FINNS Bali venues

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

8.4.3 Once approved, photos and 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

8.4.4 FINNS Bali may ask permission to shoot the event for FINNS marketing purposes. If this is agreed then photos/videos can be used at FINNS Bali discretion

8.4.5 FINNS 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 FINNS Bali discretion

8.4.6 Guests are permitted to take photos with FINNS Bali temples as a backdrop. However, guests are not allowed to touch or enter the temple(s)

8.5 EVENT CATERING

8.5.1 When the food and beverage menu is chosen at time of deposit, price will be guaranteed

8.5.2 Final food and beverage choices (including dietary requirements) must be confirmed no later than 30 days prior to the event

8.5.3 If food and beverage menu is not chosen within the specified time then orders must be made from from the la carte menu at the time of the event

8.5.4 FINNS Bali event menus are recommended. Customized food or beverage menus are subject to availability and will include extra charge as below:

8.5.4.1 Bookings outside 14 days after Event Fee/Minimum Spend is paid one complete food and beverage menu can be customised complimentary

8.5.4.1.1 If the guest wants to change one menu item a menu amendment fee o IDR 5 million ++ applies. This is a fee and is not credited to the event fee or minimum spend

8.5.4.1.2 Any additional customised menus or changes of 2 menu items or more will be charged a fee of IDR 10,000,000 ++ This is a fee and is not credited to the event fee or minimum spend

8.5.4.1.3 Final food and beverage menus must be selected no later than 14 days prior to the event otherwise booking will be automatically canceled.
8.5.4.1.4 If the guest wants to reinstate a booking for the same date and event area it is subject to availability, approval from the GM and a fee of IDR 15,000,000 ++ This is a fee and is not credited to the event fee or minimum spend

8.5.4.2 Booking outside 14 days when nil fee has been paid IDR 10,000,000++ fee will apply which can be credited to food and beverage if menu is accepted and booking proceeds.

8.5.4.2.1 If the customised menu is not available or the guest does not want to proceed then the IDR 10,000,000 ++ will be refunded

8.5.4.2.2 If the guest wants to change one menu item then there is a menu amendment fee of IDR 5 million ++ which cannot be credited to event fee or minimum spend

8.5.4.2.3 Any additional customised menus or changes of 2 menu items or more will be charged a fee of IDR 10,000,000 ++ This is a fee and is not credited to the event fee or minimum spend

8.5.4.2.4 Final food and beverage menus must be selected no later than 14 days prior to the event otherwise booking will be automatically canceled
8.5.4.2.5 If the guest wants to reinstate a booking for the same date and event area it is subject to availability, approval from GM and a fee of IDR 15,000,000 ++ This is a fee and is not credited to the event fee or minimum spend

8.5.4.3. Bookings within 14 days are subject to approval from GM

8.5.4.4. Inside 14 days any increase of guests numbers are subject to availability and payable immediately. Any decrease of guest numbers are non refundable and monies are non transferable to other items eg. food, beverage or other

8.6 MISCELLANEOUS

8.6.1 Any clients' Testimonials submitted to FINNS Bali can be used for marketing purposes

8.6.2 A representative of FINNS Bali will be on-site for the duration of the event. Any instructions given by FINNS Bali representative in relation to the conduct of the function must be followed immediately

8.6.3 FINNS Bali representative has the authority to terminate the event should any instructions or contract conditions not be observed. In this case nil monies will be refunded

8.6.4 If FINNS Bali terminates the contract through no fault or breach of the contract by the Hirer, FB will refund all monies received from the Hirer for that event. We may close some specific areas on a permanent or temporary basis at any time. If your reservation is effected FINNS reservations will contact you as soon as possible and advise the alternatives

8.6.5 Plus (++) Prices are subject to service fee and government tax, as stated in your invoice. Gratuities paid above this will be distributed evenly to all staff members involved and should be handed directly to the manager in charge

8.6.6 FINNS Bali facilities are hired on the rules and conditions above mentioned, and the payment for such facilities, and the issue of any receipt or confirmation of hire shall be deemed to be an acknowledgment and acceptance by such person of the conditions herein contained

8.6.7 Event Agreements form a binding contract and may not be transferred from one company to another without the authorization of FINNS Bali

8.6.8 FINNS Bali Event Terms and Conditions are subject to change at any time without notification

8.6.9 Restrictions or limitations on access to FINNS Bali venues may be imposed at any time

9. FORCE MAJEURE

9.1 If you cannot complete your booking due to Force Majeure including volcanic activity, fire, strike, flood, earthquake, riots, war, acts of terrorism, government actions or any other natural disaster booking date can be amended free of charge

9.2 If you want to cancel your booking due to Force Majeure monies paid will be refunded once proof of inability to travel is received by FINNS Bali. Please email reservations@ finnsbali.com

10. DISCLAIMER

10.1 FINNS Bali and/or the FINNS Recreation Club and/or the FINNS Beach Club and/or the Operator 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 FINNS Bali Facility, whether defective or otherwise. Specifically, it is an ongoing condition of entry that all guests understand and accept:

10.2 By your participation, you accept the inherent risks of possible injury or harm associated with water sports and other activities at our beach club and the inherent risks associated with any activity in or near water 45

10.3 You should consider this participation in a responsible manner and with good judgment.

10.4 We will not be liable for any personal injury or loss where negligence cannot be attributed to the owners and operators of FINNS Beach Club

10.5 All personal belongings are solely the guests responsibility. FINNS Bali takes no responsibility for lost, damaged or stolen items

10.6 Assume and accept all risks related to participation by them and their families in activities organized by FINNS Bali or undertaken in the FINNS Bali Facility

10.7 Grant permission to the Operator, Management, Staff and the FINNS Bali to act on their behalf according to their best judgment in any emergency affecting themselves and their Families which may occur whilst they are attending activities organized by FINNS Bali

10.8 Authorise FINNS Bali to arrange for them or their families to be administered such medical attention and to have them brought to a medical facility as deemed appropriate by FINNS Bali

10.9 Agree that all and any medical or hospitalization charges relating thereto will be entirely for their account and not be the responsibility of FINNS Bali

10.10 Specifically absolve FINNS Bali of any and all responsibility for personal accidents, injuries or damages sustained by them and their Families whilst in the FINNS Bali Facility or during their participation in activities organized by FINNS Bali

10.11 Release FINNS Bali irrevocably from any and all personal and corporate liability claims

10.12 Take out insurance cover deemed by them to cover activities to be carried out by FINNS Bali in relation to them and their Families

10.13 Acknowledge that FINNS Bali is not obliged to and may not purchase insurance coverage in respect of personal accidents, injuries or damages sustained by them and their Families during activities supervised by FINNS Bali or carried out in the FINNS Bali Facility

10.14 Indemnify FINNS Bali in full against all claims, losses, damages, costs and expenses which FINNS 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 and Regulations, or any applicable rules or regulations in use in any manner at FINNS Bali, and each Member shall forthwith on demand pay in full to FINNS Bali such claim, losses, damages, costs and expenses

10.15 The Operator shall be solely responsible for any provision of finance to FINNS Bali and for ensuring that at all times; FINNS Bali complies with all statutes, rules, regulations and governmental and regulatory requirements applicable to the operation and business of FINNS Bali

10.16 Guests understand that photos and video footage may be taken for advertising, promotion, and marketing purposes

11 PRIVACY POLICY

11.1 DATA PROTECTION, PRIVACY & SECURITY

11.1.1 We have structured our website so you can visit us and obtain information easily. Once you choose to provide us with any information by which you can be identified, you can be sure that it will only be used in accordance within the data protection laws

11.1.2 We respect your right to privacy. This Privacy Policy sets out details of the information that we may collect from you and how we may use that information. Please read this Privacy Policy carefully

11.1.3 In this Privacy Policy, references to “we” or “us” are to PT. Pantai Semara Nusantara trading as FINNS Bali, a company incorporated in Indonesia whose registered office is at Jl. Pantai Berawa, Canggu, Kec. Kuta Utara, Kabupaten Badung, Bali 80361, who will be the controller of any personal data processed as described in this Privacy Policy

Types of Personal Data

We may collect and process the following types of personal information:

11.1.3.1 Name, last name, and other identifying information

11.1.3.2 We may record your name, title, date of birth, and your nationality

11.1.3.3 Your contact details and personal account or registration details

11.1.3.4 Your contact details including your email, telephone number (home, mobile, and/or business), home and/or office address, company name

11.1.3.5 Information about your reservations, bookings, and purchases

11.1.3.6 When you make a reservation with us, we collect and process your information, including details about your booking, prices, and date of your reservation or booking. In addition, we also collect and process information relating to your purchases

11.1.3.7 Information about your payment

11.1.3.8 When you have purchased tickets or other products we offer, payment is processed through a third party secure online payment gateway. FINNS Bali does not collect credit card details

11.1.3.9 Information regarding your travel

11.1.3.10 When you book with us, we process information related to your booking, such as your ticket, order confirmation, check-in (when you arrive) and special request (if any). At your request, we may also record any detail information such as medical condition to meet your medical needs or dietary requests you have or any additional assistance you require to help us serve you better

11.1.3.11 Your FINNS Bali membership

11.1.3.12 When you join our membership program, we collect your information, for instance name, nationality, date of birth, email and phone number. We also process your membership number, rewards and benefits, type and level of membership, check-in history, complaints, requests, and other information related to your membership.

11.1.3.13 Our communication with you

11.1.3.14 When you send us an email, telephone, or other communication, or through our social media, we may register your communication with us. When you contact us, our customer service will register your questions, complaints, needs, or other purposes in our database. We may also collect information you choose to share with us, for instance, when you fill out our customer survey, fill out a suggestion or complaint form, or submit for a contest held by us. Should these contests be in conjunction with other partners, these partners will also have access to registration data

11.1.3.15 Use of our website, social media accounts, and other digital media

11.1.3.16 When you visit our website or social media accounts, we may collect information such as IP

address, browser type, operating system, referring website, web-browsing behavior, device ID (for mobile apps only), and app use

11.1.4 SENSITIVE INFORMATION

11.1.4.1 We consider certain categories of personal information such as medical conditions, special service requests, such as special meals, special assistance, or other special requests such as sensitive data. We may collect, use and share sensitive information with third parties for purposes stipulated in this privacy policy. For example, we keep records of customers who allegedly committed a crime or harmed the safety of others

11.1.4.2 You may also share your sensitive information with us, for instance, your medical condition because you need medical assistance or you have been permitted (with written evidence) to attend our venue with such a medical condition or you request a special meal we can offer which may refer to your religion. By providing information which may be considered as sensitive information, you agree that we may collect and process, including share this information to our third parties to help us tailor our service to you, as described in this privacy policy. If you choose to withdraw your consent, we may not provide the service which you have requested

11.1.5 COLLECTION OF INFORMATION

11.1.5.1 FINNS Bali may collect your personal data in various ways, for instance when you make a booking, use our website, register for membership, purchase our products through one of our retail stores/ticketing office/travel agency/partner websites, communicate with us via social media, reservations center, and other indirect channels

11.1.5.2 We may receive information about you from our group (FINNS Bali Group), partners, service providers, third parties contracted with us, or public authorities who are legally entitled to disclose that information

11.1.5.3 When you choose to use a third party platform to make a booking, such as a travel agent, online sales agent, media partner, we may receive your personal data from them and you are also subject to their privacy policy. When you have purchased from our partners, they may share your booking reference, name, email, phone number and ticket number with us

11.1.6 USE OF YOUR INFORMATION

11.1.6.1By accessing our website via any means, including travel agency and other indirect channels, you agree that your personal information may be collected, stored, used and shared by us and our partners, third parties we work with, or other institutions that are legally entitled to inquire with us regarding legal matters, for any of the following purposes:

11.1.6.1.1 to comply with legal interest and regulatory compliance requirements applicable within and outside the territory of Indonesia to FINNS Bali;

11.1.6.1.2to provide our services to you during your time with us

11.1.6.1.3to identify you in relation to emergencies purposes

11.1.6.1.4to announce and notify you in connection to your booking with us;

11.1.6.1.5to enhance our promotional or marketing at FINNS Bali or with other parties contracted with us;

11.1.6.1.6to store your personal data for a period of time in accordance with applicable laws and regulations;

11.1.6.1.7to facilitate our membership program;

11.1.6.1.8to make a profile for consumer behavior

11.1.7 Legal Basis for Processing Your Information

11.1.7.1 Our legal basis for collecting and using the personal information described above will depend on the personal information concerned and the specific context in which we collect it

11.1.7.2 However, we will normally collect personal information from you only (i) where we have your consent to do so, (ii) where we need the personal information to perform a contract with you, or (iii) where the processing is in our legitimate interests and not overridden by your rights. In some cases, we may also have a legal obligation to collect personal information from you

11.1.7.3 If we ask you to provide personal information to comply with a legal requirement or to perform a contract with you, we will make this clear at the relevant time and advise you whether the provision of your personal information is mandatory or not (as well as the possible consequences if you do not provide your information).

11.1.7.4 Similarly, if we collect and use your personal information in reliance on our legitimate interests (or those of any third party), we will make clear to you at the relevant time what those legitimate interests are

11.1.8 Disclosure of Your Information

11.1.8.1 We may disclose your personal information to third parties for the following purposes:

11.1.8.1.1To facilitate your bookings with us

11.1.8.1.2To provide your booking arrangement with us, we may disclose your personal data with our group (FINNS Bali) and other companies involved. When you purchase our services through a travel agent or other third party, we also disclose your personal data

11.1.8.1.3To support services we associated with your booking

11.1.8.1.4We cooperate with third parties to provide our services, such as IT support provider, social network provider, marketing agencies, bank, our insurance provider, hotels. All such third parties will be required to adequately protect your personal data and only process it in accordance with our instructions

11.1.8.1.5To support our membership program

11.1.8.1.6We disclose your personal data to our group (FINNS Bali), bank, and our affiliated partners, when you use your membership to purchase products or services within our group or partners

11.1.8.1.7To comply with legal obligation

11.1.8.1.8If we are under a duty to disclose or share your information in order to comply with any legal obligation, or ordered by authorized institutions, or in order to enforce or apply our policies and other agreements; or to protect our rights, property, or safety, our users, or others. This includes exchanging information with other companies and organisations for the purposes of any criminal offenses

11.1.8.1.9To enhance our marketing purposes

11.1.8.1.10 We may disclose your personal data within our group or third parties contracted with us for direct marketing purposes

11.1.8.1.11 These parties' use of your personal data may be subject to their own privacy policies and which we suggest you familiarise yourself with in the relevant circumstances set out above.

11.1.9 Data Retention and Security Measure

11.1.9.1 We retain personal data we collect from you where we have an ongoing legitimate business need to do so (for example, to provide you with a service you have requested or to comply with applicable legal, tax or accounting requirements) or as long as required for the purposes described in this privacy policy.

11.1.9.2 FINNS Bali will make our best effort to protect your personal data against loss or unlawful use by providing appropriate technical and organizational measures

11.1.10 Your Rights

11.1.10.1 You have the following data protection rights:

11.1.10.1.1 You can request access to and be entitled to update and amend your personal data for our membership program

11.1.10.1.2 In addition, you can object to the processing of your personal information, ask us to restrict processing of your personal information or request portability of your personal information. Again, you can exercise these rights by emailing us to info@finnsbali.com with subject "Customer Rights-Data Protection"

11.1.10.1.3 Similarly, if we have collected and processed your personal information on the basis of your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent. However, if you withdraw your consent, please be informed that it may have implications to our service provided to you

11.1.10.1.4 You are welcome to exercise any other rights under applicable data protection law and regulations by emailing us to info@finnsbali.com with subject "Customer Rights"

11.1.11 International Data Transfer

11.1.11.1 FINNS Bali may transfer your personal data to countries other than your country of residence. We take this measure in order to fulfill your booking arrangements or because our group companies,

partners, or service providers have operations in countries across the world. Where necessary, FINNS Bali will endeavor adequate protection to comply with the requirements or international data transfer under applicable data protection laws

11.1.12 Updating this Privacy Policy

11.1.12.1 We may update or amend this Privacy Policy from time to time, to comply with law or to meet our changing business requirements. When we update our Privacy Notice, we will take appropriate measures to inform you, consistent with the significance of the changes we make. Any updates or amendments will be posted on the Website. By continuing to access the Website, your access and use will be subject to these updates and amendments

11.1.13 Contacting FINNS Bali

11.1.13.1 If you have any questions, comments or complaints about this Privacy Policy, please contact us using the details below with clear subject (PRIVACY POLICY) to: PT. Pantai Semara Nusantara Jl. Pantai Berawa, Canggu, Kec. Kuta Utara, Kabupaten Badung, Bali 80361 email: info@finnsbali.com

The agreement is made in the Republic of Indonesia and shall be governed by and constituted in accordance with the laws of the Republic of Indonesia. Any disputes will be settled in Bali, Indonesia.

Payment constitutes acceptance of all FINNS Bali terms and conditions.
Upon entry to any FINNS Bali venue, guests acknowledge and agree to all terms and conditions.