

# Millekul Adventures Terms and Conditions season 2024/2025 v2

## Conditions to make a booking

1. It is a condition of booking and participating in a trip with Millekul Adventures that all participants have a valid travel insurance, filled in the Millekul Adventures customer detail form.
2. All participants have to declare and warrant in the Millekul Adventures customer detail form, to have a good health and mental physical fitness at the time of booking a trip with Millekul Adventures. All participants aged 70 years or over and those who have significant pre-existing medical condition for make a tropical kayaking trip require a doctor's clearance in the Millekul Adventures customer detail form to participate on a Millekul Adventures trip.
3. All participants must sign the Millekul Adventures customer detail form that the trip is taken at the participant's own risk. If the participant suffers a serious injury or illness during the course of these activities, Millekul Adventures will evacuate by speedboat to Sorong. The evacuation is included in the trip cost. At the participant's cost, Millekul will arrange medical treatment in a Sorong hospital. Furthermore, the participant will not hold Millekul responsible if the participant suffers any injury or illness and if private property is damaged or lost during the trip. NOTE! All participants also sign at the same time that they read and agree to this terms & conditions of Millekul Adventures.

More information in the Medical disclosure here, the trip specification, the customer detail form.

## Payments

A booking fee or deposit, 30% of the total trip price is required at the time of booking. Payment has to arrive within 7 days, when Millekul Adventures can confirm that the participant have a booked spot.

Final payment, 70% will be due 60 days prior to the scheduled trip departure date. If the final balance is not received by the due date, Millekul Adventures will regard the booking as cancelled and normal cancellation fees will apply.

If you book a trip within 60 days of departure, full payment is required at the time of booking if Millekul Adventures don't agree of other payment terms.

### Payments by transfers:

You must when do the bank transfer from your bank give the instructions that the transfer has to stay in the currency EUR or USD the whole way to the receiving bank. Some electronic fund transfers may incur bank fees deducted from intermediary banks. Please note that all bank fees are to the participants charge. All outstanding balances, including minor values due to bank fee shortfall, will need to be paid in full prior to departure. To avoid your payment coming through short, please instruct your bank to pay all bank fees and to instruct the intermediary (correspondent) bank that all charges are to be returned to the originating bank and keep the currency to the receiving bank.

Alternative is to use money transfer by Wise, see [www.wise.com](http://www.wise.com) Most easy is to make a transfer straight from your Wise account to Millekul AB's Nordea bank account by using the IBAN. It could also work to send from your Wise account to Millekul AB's Wise account but there are a higher fee for USD that has to be covered. Contact us for further info.

**IMPORTANT is that you make sure that there is no exchange to SEK when paying.**

## **Trip prices and the right to change the prices**

### Sliding trip prices dependant on the number of participants

Millekul Adventures have the right to adjust the trip price according to how many participants are booked on the trip. Millekul Adventures use as a starting price that the different trips will have 5 booked participants. If its less than 5, Millekul Adventures will adjust the price. 30 days before the trip starts is the target. If there are later booked participants it may be a shorter time. The sliding trip prices are available for different numbers of participants for each kind of trip and are visible on Millekul Adventures website.

### Right to change the trip price for big increases in ground costs

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

### Right to adjust the trip price if big change of currencies

The trip prices are also based on ground costs and exchange rates. While we try our outmost not to increase our prices, this is sometimes beyond our control. Millekul Adventures have almost all costs in Indonesian Rupiah, IDR. The participants payments are made in the currencies EUR, USD or SEK. The exchange rates are subject to fluctuations. Millekul Adventures needs protects itself against these fluctuations. If any of EUR, USD or SEK currencies experiences a large fluctuation of 10% or more vs IDR, Millekul Adventures reserves the right to adjust the trip price in the affected currencies.

Any price increases must be paid in full before the departure date of the trip. If not paid in full, Millekul Adventures have the rights to deny the participant to make the trip without any compensation. If additional costs occurs during the trip these will be invoiced after the trip.

## **Cancellations and changes**

### Millekul Adventures trip cancellation and changes

#### Issuance of a travel warning

If Millekul Adventures cancels any trip more than 60 days prior to departure as a result of the issuance of a travel warning (from the Swedish Government) then Millekul Adventures will provide a full refund of your deposit.

If a travel warning is issued within 60 days of departure, and Millekul Adventures cancels the trip, Millekul Adventures cancellation conditions will apply.

#### Delay or change of itinerary

Millekul Adventures may for any reason change the date of departure or conclusion of the trip, omit or change any scheduled stop on the trip whether before or after the trip has departed, without prior notice to you. You will have no right to any refund and Millekul Adventures will have no obligation to you or be liable for any loss, consequential damages, expenses, loss of time or enjoyment or inconvenience in respect of such changes.

## Pandemic related border restrictions cancellation and changes

If a participant is prevented from participating in the trip by a pandemic related travel restriction, quarantine or government policy, Millekul Adventures will provide the option to defer to a different trip in the next 2 years or provide a full refund.

The participant will not be entitled to make any further claim for compensation or damages, expenses, loss of time or inconvenience which may result from such cancellation. So no compensation to participants for air fares, hotels and other costs related to this trip. Travel insurance may compensate you depending on the circumstances.

Booking fee and final payment are refundable or transferable in the case that Indonesia, your home country or transfer countries issued orders directly impacts\* your capacity to travel as a result of pandemic related border restrictions.

Transfers are available to a future date on the same trip. Transfers to alternate trips are also allowed. Where there is a difference in price you will be liable for that price difference in both the booking fee and the final payment. Transfer fees will not be applied in the case that your departure is impacted by the conditions listed above.

Refunds will be subject to an admin and processing fee of 50 EUR or USD per person redeemable as a credit if you re-book on another Millekul Adventures listed departure within 24 months of your original trip departure date.

Refunds or transfers will be initiated and offered by Millekul Adventures once orders or health advice has been issued that specifically relates to your trip departure date. If the advice is indeterminate, monies will be held by Millekul Adventures until such time as Millekul Adventures cancels the trip, or the trip departure date has passed and orders remain in place.

Refunds will be exclusive of any fees and charges applied by intermediary banks or payment services including currency conversion fees. Refunds will be paid in the currency of receipt and will be based on the currency exchange rates at the time the refund is processed. Refunds will typically be issued within 14 days of the final day of your scheduled departure.

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

## Cancellations by the participant, not related to pandemic border restrictions and changes

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

The following fees apply when cancellation occurs:

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

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

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

If cancellation takes place less than 60 days prior to trip departure, you will be required to pay the full cost of the trip. The final payment could only be paid back if someone on the Millekul Adventures waiting list can replace you. If you can find a replacer taking your spot Millekul Adventures can accept that. The replacer has to pay Millekul Adventures in full before any refund are transferred back to you.

Cancellations due to contracting any pandemic sickness or being required to isolate in the case of being a close contact of a person diagnosed with any pandemic sickness are not included in our refund policy and will need to be covered by your travel insurance.

If you become ill or injured during the trip and have to leave the trip there is no refund. Your travel insurance should cover this. There is no refund for arriving late or leaving a trip early.

## **Insurance**

Personal travel insurance is not included in the trip cost. It is a condition of booking and participating in a trip with Millekul Adventures that you are insured. Millekul Adventures very strongly recommend you take out travel insurance that includes cancellation coverage including cancellation for natural catastrophes, severe weather, pandemics, conflicts, strikes, airline bankruptcy, ferry company stops operation etc. at the time of booking.

Check with insurance companies about the possibilities to get compensations if you, the group or Millekul Adventures cancel the whole trip or part of the trip. If there are pandemic related border restrictions or a travel warning as natural catastrophes, severe weather, conflicts, strikes, airline bankruptcy etc. that could cancel the trip. Please also check the possibilities to get compensations if you get ill or injured and can't make the whole trip.

## **Medical disclosure**

You declare and warrant in Millekul Adventures customer form that:

- You are in good health and mental physical fitness at the time of booking this trip.
- You have disclosed to Millekul Adventures every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to Millekul Adventures's decision to permit you to join the trip.
- Immediately upon any adverse change in your health or fitness that may be likely to affect Millekul Adventures's decision to accept the risk of permitting you to join the trip, you will notify Millekul Adventures in writing of any such adverse change.
- All participants aged 70 years or over and those who have significant pre-existing medical condition for make a tropical kayaking trip require a doctor's clearance to participate on a Millekul Adventures trip. Your doctor may sign the section on your completed medical form or write a separate fitness certificate.
- You acknowledge that the obligation to disclose under this condition continues from the time of booking the trip through to departure and extends for the duration of the trip.

NOTE! No need that you are fully vaccinated for Covid-19 before arrival.

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

## **Images and videos**

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

## **Chemical products**

Only 100% certified marine positive sunscreens and biodegradable products are allowed to be used during the trip to save the corals, marine life and the nature in Misool. Millekul Adventures provide sunscreen and mosquito repellent to participants in the long & medium trip. Short trip participants can buy to a low price. Soap, shampoo etc. are included for all.

## **Exclusions**

Flights and pre- or post-tour accommodation is not the responsibility of Millekul Adventures as we are only responsible for the trip in place. Please check the conditions of any additional travel arrangements you make to ensure they are refundable or transferrable in the event that your travel plans change.

## **For travel to and from a Millekul Adventures trip this is not included:**

- Personal travel insurance
- Air fares/travel to the meeting point
- Visa and passport charges
- Airport transfers
- Airport departure taxes
- Excess baggage charges
- Vaccinations and medicins
- Hotel nights on the travel to or from Sorong
- Extra hotel nights in Sorong
- Any additional hotel nights or extra transfers that may be necessary due to changes in your flights
- Extra meals or drinks not included in the itinerary
- Other taxi transports than specified
- Expenses of personal character

**Things and services that are included under the trip plus things and services that are not included under the trip are found in each trip specification.**

## **Company and bank information**

Company name: **Millekul AB**

Company address

Street and no: Hamringevagen 124

Zip code and city: 14641 Tullinge

Country: Sweden

Swedish mobile and WA: +46 72 540 21 31 / Indonesian mobile: +62 821 1904 7227

Email: info@millekul.com

## **Inside Sweden**

Orgnr: 559095-5711

Bankgiro: 658-7844

Plusgiro: 83 90 36-1

Kontonr: 9960 4208390361

Bank: Plusgiro/Nordea

## **Outside Sweden**

VAT no: SE559095571101

IBAN: SE08 9500 0099 6042 0839 0361

BIC/SWIFT: NDEASESS

Bank name: **Nordea Bank ABP**

Bank address

Street and no: Hamngatan 10

Zip code and city: 10571 Stockholm

Country: Sweden

Phone: +46 771 350 360