



## **TERMS & CONDITIONS**

### **LIABILITY**

Water sports / activities are very depending to weather condition to ensure customer safety. Clients should note that an adventure activity involves risk. Whilst we make every effort to safeguard our clients, we cannot be held responsible for personal injury or loss due to the action of clients which are beyond our control. A signed release or Indemnity Form will be required from all participants from

### **RESPONSIBILITY**

Flyboard Malaysia ("FM") instructors, staff on duties reserve the right to make such alteration to availability of equipment, activities dates, etc, that we deem necessary due to activities site and weather conditions or other conditions beyond our control including minimum safe running numbers, before and whilst on an activities. FM instructors, partners, management and its staff shall under no circumstances whatsoever be liable for any injuries or loss or damage to client whose participating in the activities or lesson (Liability Release Form will be signed by participants before activities take-off).

FM instructors and staff on duties reserves the right to cancel or reschedule the lesson, experience due to weather, serviceability or availability of equipment, manpower or unforeseen circumstances. Reschedule for activities / experience only apply if there is bad weather or unforeseen circumstances agree by both parties. If participants wish to reschedule the activities to another suitable day must provide written or email without penalty with at least 24 hours notification. Activities scheduled outside of regular business hours (9am - 6pm) must be rescheduled before the close of business day.

Instructors and staff on duties will advise you it is a GO, NO GO or Reschedule due to weather, lake or sea water conditions. After used the activities or services, no refund will be entertained. We believe it must be both parties agreed to the activity, else Instructor will not guide the student due to bad weather or etc. Please take note on this!

FM reserve the right to change the prices without notice.

### **FITNESS, HEALTH & EXPERIENCE**

Good health and a positive mental attitude are essential. This activity is valid to anyone who age is 10 or 35kg above and in good health condition. FM instructors, staff on duties reserve the right to refuse to carry any client who is deemed to endanger the safe running of the activities. The activities may not be suitable for persons who are pregnant, suffer from epilepsy, recent head injuries, recurrent fainting, blackouts, high blood pressure, heart conditions, back problems and etc. If in any doubt participants should seek the medical advice of their GP prior to booking.

### **INDEMNITY FORM**

Each participant is required to sign an indemnity form in the site before the activity commences.

### **PAYMENT CONDITIONS**

1. FULL payment must be made before the activities. In case of cancellation, deposit will be forfeited. Balance payment to be made in 7 working days prior to departure of activity as the cut off date for any booking.
2. Payment should be via Paypal or online banking to FM bank account.
3. NO Refund will be entertained in case of NO SHOW or UN-USED Service without informing FM in advance with minimum 72 hours before the trip.
4. NO refund will be entertained in case of participant realised with NO water confidence upon arrival at our water sport centre or after wearing the gears in the water
5. Postponement notice must be provided by FM due to bad weather or which high risks is unavoidable, all payment will be transferred to a later date agreed by both parties.
6. Postponement notice from participants must be provided by email or in writing within 3 working days prior to departure for day activity and 21 working days for multiple days' trip to qualify for an alternative date. Maximum to one time postpone notice allowed from customers / participants. Full refund will be entertained to participant who agreed and bound to our terms and conditions.
7. Once you had made the payment. Participants will receive a Confirmation Letter from FM. Only booking with confirmation letter consider as VALID booking (Please insist of Confirmation letter once you made the payment).



## **CANCELLATIONS**

Participants must forward a written notice via email within the following period and the conditions apply to cancellations as below:

- 14 (Fourteen) days prior to arrival with email or call notice: Full Refund
- 7 (Seven) days prior to arrival: Charge 50% from total package amount
- 3 (Three) days: Non Refundable
- No show or UN-USED Service, 100% of payment made will be forfeited
- Guest may have option to change current reserved schedule to other convenience date by contact Oxbold in advance (term and condition apply).

In the event of unforeseen circumstances, making it impossible or inadvisable to fly, we ('FLYBOARD MALAYSIA') and our guides/partners/instructors reserve the right to change, schedule or cancel the flight to our absolute discretion. In such eventuality, agreed by both parties. A full refund shall be given to the client who calls us to cancel the package (hereafter referred to as "activity" or "activities") at least 48 hours prior to the scheduled activity. All activities shall be subject to a full cancellation fee if cancelled in less than the 24 hours. Full refund will be made against 'FLYBOARD MALAYSIA' to our clients who can't proceed to the next activity schedule with valid reason. No shows are clients who do not cancel but who miss their activity for any reason. No shows will be subject to a 100% cancellation fee and shall not be entitled to any refund.

## **REFUNDS**

We practice 100% Money Back GUARANTEE to our clients, if you fulfil our booking, payment and cancellation policy. All refunds for activities shall be made within 7 days from date of cancellation. Refunds will be processed upon original confirmation letter / receipt. Activities already taken are non-refundable.

## **POSTPONE / RESCHEDULE**

Due to unforeseen circumstances, making it impossible or inadvisable for our activity to carry out on the date which customer have booked and force to postpone and reschedule a day before, on the spot or on the activity day. All postpone and reschedule of activity must agreed by customer with our instructor/pilot/guides on the site then inform FM with email or call.

The follow up for your postpone and reschedule will be carry out by FM staff not the instructor/pilot/guides, instructor/pilot/guides will be only focus on the safety, equipment conditions and on side activity. Our instructor/pilot/guides will not have time to focus on your postpone and reschedule. After FM acknowledge your postpone, we will get in touch with the instructor/pilot/guides to match and reschedule your next activity with instructor/pilot/guides. No call and No email from customer regard postpone and reschedule, FM consider your activity is completed and no postpone and reschedule is allow.

## **PENALTY**

Penalty is for any confirmed booking to extend due to any valid reason as the instructor, guide or pilot with our jet ski and equipment already reserved for your booking date and time and we are unable to secure other booking to replace:

- RM100 penalty fee will be charged and pay to FM to extend your new schedule (maximum period 1 month from the previous booking date).

## **GIFT VOUCHER**

You can buy our experience as a Gift Voucher for someone special like birthday or any special occasion. We will send you the Gift Voucher via email, you may print it out and hand over by hand or email to your recipient.

- Gift Voucher only valid maximum 3 months start from the date of full payment.
- Extend of Gift Voucher only allow for 1 time and penalty of RM100 have to pay.
- Maximum of 1 (one) month to extend start from the previous gift voucher validity date or previous booking date.
- No show, No Call, No Email or UN-USED Service after voucher expired or booking confirmed date, 100% cancellation fee will be imposed.

In the event of unforeseen circumstances, making it impossible or inadvisable to fly, we ('FLYBOARD MALAYSIA') and our partners reserve the right to change to another schedule or cancel the flight to our absolute discretion. In such eventuality, agreed by both parties. A full refund shall be given to the client who calls us to cancel the package (hereafter referred to as "activity" or "activities") at least 14 days prior to the scheduled activity. All activities shall be subject to a full cancellation fee if cancelled in less than the 3 days / 72 hours. No shows are clients who do not cancel but who miss their activity for any reason. No shows will be subject to a 100% cancellation fee and shall not be entitled to any refund. All refunds for activities shall be made within 7 days from date of cancellation. Refunds will be processed upon original confirmation letter / receipt. Activities already taken are non-refundable.