

TERMS & CONDITIONS

GENERAL BOOKING

Acceptance of the booking means that you and/or your agent agree to the terms and conditions as outlined below in their entirety.

Prices include: Transfers from/to Airport, all Meals & Snacks, Coffee, Tea, Drinking Water, Diving Activities, Snorkeling Activities, Land excursions (subject to itineraries), Kayaks (2 single available), One (1) Nautilus Lifeline Marine Rescue GPS provided for each diver, Air Tanks, 15 liter Tanks (limited quantity), Weights, Weight belts, being guided by experienced Dive masters/Instructors/Snorkeling guides.

Prices do not include: Government Fees, Diving & Snorkeling Rental Equipment, PADI Dive Courses, Wines, Spirits, Beer, Additional Purchase on board, Crew gratuities.

All payments are to be made to the account nominated on your invoice via the available methods:

- Bank wire (Bank's fees/surcharges at remitter own expenses)
- PayPal (3,9% to be added as PayPal fee)
- Midtrans online link payment with credit/debit card (No fees - Payment almost immediate)

Please be informed that we reserves the right to alter published rates without prior notice and/or to introduce any other fees as deemed necessary by the company (e.g. fuel surcharges).

Note as well that the National Park and Harbor fees are regulated by the government/local authorities and may be subject to increase and/or amendment without prior notice.

Komodo Sea Dragon Liveaboard is held accountable solely by the laws of Indonesia and as they apply to the parent company - PT Komodo Dragon. Any contractual laws from countries other than Indonesia are outside of our concern.

DEPOSIT

The reservation will be confirmed upon reception of a 30% deposit to be paid no later than 7 days after the initial booking is made. We reserve the rights to offer the available space to other guests in case the deposit has not been received within the above stated period of time.

BALANCE PAYMENT

The full balance payment needs to be made 90 days prior to cruise departure date at the latest.

In case the full balance payment is not received on time, we will be obliged to cancel the booking and enforce the Cancellation Policy as set out below.

Please kindly be reminded that PT Komodo Dragon is not responsible for any bank charges related to the transfer made for the cruise deposit or balance payment.

CANCELLATION POLICY

For cancellations occurring more than 180 days prior to cruise departure date, a full refund will be made minus a 100 euro administration fee.

For cancellations occurring in between 90 and 180 days prior to cruise departure date, a 30% cancellation fee will apply.

For cancellations occurring less than 90 days prior to cruise departure date, no refund will be made.

PRIVATE CHARTERS

A private charter, defined as twelve (12) passengers, entitles for one (1) free of charge space (based on the lowest published cabin rate). The Private charter capacity can be increased up to sixteen (16) passengers under certain conditions. Please contact our reservation team for further details.

A 10% non-refundable/non-transferable deposit will be required within 7 days of booking.

A further 30% deposit of the total invoice will need to be paid at least 180 days before the cruise departure date and will be non-refundable.

The remaining balance due, 60% of the total invoice will need to be paid at least 120 days before the cruise departure date and will be non-refundable.

Any change of itineraries will be subject to prior arrangement, eventual surcharge and final approval by PT Komodo Dragon.

CHILDREN POLICY

Children under fifteen (15) years of age must not be left unsupervised while on-board or in the water. One parent or guardian must be with the children at all times either on-board or when going diving, snorkeling and during any other activities.

Children under the age of twelve (12) are not allowed on board.

INSURANCE

Adequate diving and travel insurance is compulsory and must include:

- a. **Dive Insurance:** covering all risks, costs and expenses likely to arise from a diving injury or necessitating your evacuation to a place of specialist care, including but not limited to hyperbaric chamber treatments, air evacuation, and loss or damage to possessions.
- b. **Travel and Trip Cancellation insurance:** covering such as, but not limited to, baggage loss, trip change, trip cancellation, illness, accident, evacuation, death and so on.

We recommend you to check that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness, diving injuries and medical evacuation.

You must provide us with the name of your insurers and your policy numbers prior to arrival.

If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

SCUBA DIVING ACTIVITIES

Divers will need to bring along their dive certification cards & logbook to show proof of experience.

Please be advised that all dives are planned and executed without decompression stops. It is mandatory for all divers to use a dive computer, observe safety stops and stay well within the dive computer limits.

A refresher course will be mandatory for divers who:

- Have less than 50 dives and have not dived for a year or longer
- Have between 51 to 200 logged dives and not dived for more than 2 years
- Have not dived for at least 4 years

Divers are responsible for their own dive profiles and must stay within the limits of their certification. They must also follow the instructions given by the dive crew aboard the vessel.

Important Note: Where the required qualification card(s) and recent logbook are not presented or the dive crew are not satisfied that you meet the minimum dive qualifications, safety requirements or experience for the dive, **the dive crew have the rights to refuse you access to the diving activities during the cruise.**

HEALTH REQUIREMENTS for SCUBA DIVING

The provision of scuba diving activities during your holiday is dependent on you being medically fit to participate in the activities.

You are required to fill in the “PADI Divers Medical Questionnaire” provided upon booking and forward it to our reservation team. If you answer YES to any of these question, we will request that you consult with a physician and obtain a medical clearance for diving.

If you already hold a medical clearance for diving, it should be taken with you.

In case of any doubts in regards to your fitness for diving, we reserve the rights to prevent your participation in any diving activities at our sole discretion.

EARLY RETURN

If a guest is forced to return home early, we will not offer any refund for that part of the holiday not completed, or be liable for any associated costs that may incur.

In case of personal illness or accident, all necessary assistance will be provided taking into account that the responsibility for payment of eventual costs involved belongs solely to the guests.

LIABILITIES

By paying their cruise, guests release the company and affiliate services from any direct or indirect liability, arising from an injury, illness, death, damage to or loss of property in any way during embarkation, carriage, activities during the cruise and disembarkation.

Komodo Sea Dragon and PT Komodo Dragon do not accept any legal liability for loss or damage to any luggage or dive equipment while being transferred to/from the vessel nor while on board. We will offer every assistance possible to help with any insurance claims for lost or damaged property.

Guests will be charged for repair/replacement of damaged/lost equipment deemed by the Cruise Director to have occurred due to the guest's negligence.

Komodo Sea Dragon and PT Komodo Dragon reserve the right to cancel any trip if there is less than the equivalent of 3 full cabins for all cruises. We will do our utmost to transfer guests to a structure we deem to be of equal or better standard. Alternatively, we may ask the guests to transfer to the date before/after the cruise. In the event none of these options are possible, we will offer a full refund.

Lastly, Komodo Sea Dragon nor PT Komodo Dragon do not offer refunds in the event of personal injury, airplane delay, mechanical breakdowns, adverse weather conditions, sickness, strikes, war, criminal acts, quarantine, acts of God, if any guest requires immediate evacuation and the vessel must return to port or any other event beyond its actual control.

BEHAVIOR

All our guests are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in the opinion of the Cruise Director, or any other person in authority, your behavior or that of any member of your group is causing or is likely to cause distress, abuse, threats, danger or annoyance to any other guests, or damage to property, or to cause a delay or diversion to transportation, we will reserve the right to terminate your cruise immediately.

In the event of such termination, our liability to you and/or your group will cease and you and/or your group will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your group. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination.

MEDICAL CONDITIONS and DISABILITIES

We will do our utmost to cater for any special requirements you may have but please consider that our vessel is a strong and beautiful traditional wooden Indonesian cargo that has been re-designed and renovated to provide extra space and comfort to our guests.

However it could be unsuitable for people with some kind of medical conditions or disabilities.

If you or any member of your group has any medical conditions or disability please contact our reservation team with full details in order for us to advise you of the suitability of your chosen arrangements.

Depending on the circumstances, we may require you to produce a medical clearance certifying that you are able to participate in the activities.

ITINERARIES

Itineraries remain subject to change due to unexpected natural events like weather, sea conditions, currents, government regulations or other factors that may not be under our control. However, our crew will do their utmost to communicate any eventual issues and carry out the program as planned or find other adequate and safe alternatives in consultation with all guests.

As our cruises are tailor made, guests may choose to either dive, snorkel, participate in land excursions or even combine all of those activities daily, however there will be no refunds or exchanges made for the activities the guests could not or decided not to participate in.

ON BOARD SALES

All extra payments on board (e.g. drinks) will need to be settled in cash upon checkout. Currencies such as USD, Euro & Indonesian Rupiah (IDR) will be accepted.

IMPORTANT NOTES

Please fill in the “Guest Information Form” when you book your cruise and forward it to our reservation team as soon as possible.

You are required to fill in all sections for each guest especially contacts, insurance company + policy number, equipment rental sizes needed as well as the emergency contact information.

All passports must have a minimum validity of 6 months upon entry and enough pages left. Failure to have a valid passport may have you stranded home or in any other country outside of Indonesia.

Flight details are required to be provided a minimum of 4 weeks prior to the cruise departure. Guests may be able to reach directly our vessel in port, however please contact our reservation team to check on transfer arrangements and suitable times.

As domestic flight schedules are often changed or canceled in Indonesia, we strongly recommend our guests to plan their holidays in order to arrive at the embarkation port at least 1 day prior to their cruise.