

Terms and Conditions / General Information FULL 2023 Rev 0

These terms and Conditions are to be initialed on each page and signed and a copy scanned back to **PT Eco Sailing Expeditions** with the Booking Deposit thus both acknowledging that the **CLIENT** understands said terms and agrees to the same.

1. Inclusions and exclusions

1.1 Inclusions:

- 2 x Transfers per trip from airport/ferry terminal/Local Hotel to KLM Carpe Diem and back to the nearest airport/ferry terminal/Local Hotel from KLM Carpe Diem (according to cruise destination).
- Accommodation in a double-bed or twin-bed air-conditioned cabin with en-suite shower and toilet.
- Toiletries: soap, shampoo, shower gel, towels.
- Daily Cabin Make up service.
- Full board including all soft drinks and non-alcoholic beverages carried on board.
- All SCUBA diving including guide services as per agreed schedule.
- All SCUBA diving equipment available onboard.
- Full use of available kayaks and SUPs.
- Multilingual dive guides on board (European and Indonesian).
- Land excursions by Carpe Diem Staff, according to agreed itinerary.

1.2 Exclusions:

- Scuba diving training courses. These can be arranged by **PT Eco Sailing Expeditions** at additional cost with 60 days prior notice from date of commencement of cruise.
- National Park Fees. (Assume \$150 per CLIENT but are subject to change and may vary depending on trip length and location)
- Wine, spirits and beers.
- Bank Charges, transfer fees, and the like.
- Use of satellite phone (if available)
- Tips for crew: Tipping is entirely discretionary but is common practice in Indonesia.



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- Locally domestic airport-taxes and departure tax as applicable.
- Land excursions by Third Parties, according to agreed itinerary.
- Insurance for diving, travel, medical and cancellation and the like.
- External travel such as Flights (Local or International) and ferries and the like.

2. Individual Reservations

2.1 Deposit for individual bookings:

Payment of the 30% deposit must be made to **PT Eco Sailing Expeditions** within 14 days of the invoice issuance date.

2.2 Payment of the balance of Individual Bookings

Payment of the 70% balance must be made to **PT Eco Sailing Expeditions** 60 days before the trip departure date.

If either deposit or full payment is not received by the due date, then **PT Eco Sailing Expeditions** reserves the right to cancel the booking and enforce cancellation policy as set out in Section 4.

All bank/transfer charges related to both deposits and balances are to be borne by the **CLIENT**.

2.3. Short notice individual bookings

Full payment must be made to **PT Eco Sailing Expeditions** at the time of booking if the reservation is made less than 60 days prior to trip departure date.



3. Full Boat Charters

3.1. Deposit for Full Boat Charters:

All reservations must be made via electronic mail stating the cruise date requested, the number passengers (maximum 10), all passenger names and any special requirements.

A deposit of 30% of the total charter price is to be transferred **PT Eco Sailing Expeditions** Bank Account no later than 14 days after the date that the reservation is confirmed by us.

3.2 Payment of the balance of Full Boat Charters

Payment of the 70% balance must be made to **PT Eco Sailing Expeditions** 60 days prior to the scheduled departure date.

If either deposit or full payment is not received by the due date, then **PT Eco Sailing Expeditions** reserves the right to cancel the booking and enforce cancellation policy as set out in Section 4.

All bank charges/transfer fee related to both deposits and balances are to be borne by the **CLIENT**.

3.3. Short notice bookings

Full payment must be made to **PT Eco Sailing Expeditions** at the time of booking if the reservation is made less than 60 days prior to departure.

4. Amendments and Cancellations

If a **CLIENT** wishes to cancel or change a reservation in any way, it must be done by electronic mail to **PT Eco Sailing Expeditions**

4.1 Amendments to bookings

Any rescheduling of a trip 30 days or more before the trip departure date will be subject to a 10% rescheduling fee based on the original trip price.

Any rescheduling between **29-10** days before trip departure date will be subject to a **50%** charge of the original booking fee.

Any rescheduling less than 10 days before the trip departure date will be treated as a cancellation (see Section 4.2)

A cruise can be rescheduled to any available published cruise within 24 months from the original booking.

The option for rescheduling can be exercised one time only.



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No refund/credit will be provided if the **CLIENT** selects a rescheduled trip of lesser value than the original trip.

Any cost difference in the rescheduled trip and balance due for the original booking must be paid by the **CLIENT** 60 days prior to the rescheduled trip departure date.

If the payment is not received by the due date, then **PT Eco Sailing Expeditions** reserves the right to cancel the booking and enforce cancellation policy as set out in Section 4.

Cancellation by **CLIENT** of a rescheduled trip will be treated as per 4.2.3

4.2 Cancellation fees:*

4.2.1 Cancellation policy for individual bookings:

- a) **60 days or more prior to departure.** Refund of any monies received from **CLIENT**
- b) **Less than 59 days before departure date.** No refund of monies received.

4.2.2 Cancellation policy for full boat charters:

- a) **60 days or more prior to departure.** Refund of any monies received from **CLIENT**.
- b) **Less than 59 days before departure date.** No refund of monies received.

4.2.3 Cancellation policy for a rescheduled cruise:

- a) **60 days or more prior to departure.** No refund of monies received.
- b) **Less than 59 days before departure date.** No refund of monies received.

***FOR ALL CANCELLATIONS**

- All bank charges/transfer fees associated with refunds are to be borne by the **CLIENT**.
- Any part of the payment made by credit note will only be refundable by credit note

4.3 Substitute Passengers:

If for any reason a passenger cannot make a trip that has already been booked, then the reservation can be transferred to another person if mutually agreed between both parties (Original **CLIENT/CLIENT GUEST** and **PT Eco Sailing Expeditions**).

The new **CLIENT/CLIENT GUEST** will be subject to these contract conditions of **PT Eco Sailing Expeditions**. Passenger substitution will be allowed up to 7 days prior to the day of commencement of the cruise. **PT Eco Sailing Expeditions** takes no responsibility for changes/penalties etc. to any other bookings (i.e. air tickets, hotel reservation etc.).

5. Full Boat Charters

5.1 Number of passengers:

The maximum number of passengers is 10.

5.2 Schedules and Itineraries:

Subject to availability, all scheduled cruises can be booked as full-boat charters. There are certain changes to the scheduled itineraries allowed by the chartering **CLIENT** subject to prior arrangement and approval by **PT Eco Sailing Expeditions**.

5.3 Unscheduled Full Boat Charter Destinations and Itineraries:

If the charter is booked to sail outside the scheduled cruise itinerary or to another area, then the following terms are applicable:

- A charter deposit to be paid as set out in Clause 3.1.

- A mobilization / demobilization fee may be added to the total cost of the cruise depending on location. The price of this fee will be dependent on the location of the charter and will be given to the **CLIENT** prior to the due date of the deposit.

6. Changes to brochure description and/or website, changes to rates and transportation costs

6.1 Changes before conclusion of the contract:

PT Eco Sailing Expeditions reserves the right to make alterations and changes to brochure information, service descriptions and prices in the brochures and pricelists at any time before the time of booking. Should the necessity arise, **PT Eco Sailing Expeditions** will inform the **CLIENT** prior to entering the contract.

The date the contract is entered is the date that a booking fee and signed terms and conditions are received by **PT Eco Sailing Expeditions**.



6.2 Changes in price after contract has been entered into.

In rare circumstances, it is possible that prices must be increased. The circumstances under which this may occur are as follows:

- Increases in transportation costs (including fuel costs)
- Increases in state taxes and duties (i.e. embarkation/disembarkation fees, sales taxes, marine park fees etc.)

CLIENT agrees to pay any justifiable increase.

6.3 Itinerary and service changes after booking and before departure:

PT Eco Sailing Expeditions reserves the right to change the itinerary and particular services if required due unavoidable circumstances. **PT Eco Sailing Expeditions** will make every effort to offer equivalent alternatives of a comparable standard. **PT Eco Sailing Expeditions** will inform the **CLIENT** of such changes at the earliest possible date and the effect that they will have on price.

6.4 Changes to the itinerary and services after departure

PT Eco Sailing Expeditions reserves the right to change an itinerary during a trip (e.g. due to weather conditions etc.) **PT Eco Sailing Expeditions** will refund the difference between the agreed tour price and the services actually provided should the cause of the itinerary alteration be the responsibility of **PT Eco Sailing Expeditions**.

7. Trip cancellation by PT Eco Sailing Expeditions

7.1 Force Majeure:

PT Eco Sailing Expeditions reserves the right to cancel a trip for reasons of Force Majeure (i.e. natural disasters, epidemics/pandemics, war, acts of god, acts of terrorism, riots, strikes etc.).

In the event of this occurring, **PT Eco Sailing Expeditions** will advise the **CLIENT** at the earliest possible opportunity.

No refund is provided for cancellation due to Force Majeure, however **CLIENT** will be offered the opportunity to reschedule their trip with no penalty.



7.2 Trip cancellation by PT Eco Sailing Expeditions for other reasons:

PT Eco Sailing Expeditions reserves the right to cancel a trip for any justifiable reason and will inform the **CLIENT** at the earliest possible opportunity. In such instance **PT Eco Sailing Expeditions** will refund any monies received by **PT Eco Sailing Expeditions**.

PT Eco Sailing Expeditions will not be held responsible for any consequential losses suffered by the **CLIENT** or **CLIENT GUEST** such as airline tickets, commission etc.

8. CLIENT GUEST Responsibilities

CLIENT GUESTS are responsible for their own transportation to and from the embarkation/disembarkation location of the Liveboard.

If for any reason the **CLIENT GUEST** is delayed in transit and/or fails to reach the liveboard by the scheduled time of departure, the trip may proceed without the **CLIENT GUEST**.

The **CLIENT GUEST** will be responsible for all costs involved in catching up with the boat (should it be possible to arrange this locally), or staying at onshore accommodations, alternative diving arrangements etc.

Failure, for any reason, to be able to travel to the embarkation point will not be deemed as an acceptable reason for a refund.

PT Eco Sailing Expeditions are in no way responsible for any action taken by any third party which may impact the **CLIENT GUEST** prior to arrival on the Liveboard or after disembarkation from the Liveboard. This includes, but is not limited to, Governments (and associated organisations/departments), airlines, ferry companies etc.

CLIENT GUESTS are responsible to meet the health and ability requirements in order to participate in a trip, and to ensure they are in a satisfactory condition, consideration should be given to a health checkup by a healthcare professional for **CLIENT GUESTS** participating in scuba diving trips.

Failure to embark or participate to activities due to non-compliance with health and ability requirements will not entitle the **CLIENT** to a refund.

CLIENT GUESTS must notify **PT Eco Sailing Expeditions** in writing at the time of booking of any physical or mental illness, disability or other conditions for which would require special consideration.

For the overriding reason of safety; Participation in scuba diving activities strictly requires certification by a recognized organization such as PADI, BSAC, SSI, RAID etc.



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CLIENT GUESTS are responsible to meet the minimum required logged dives of each diving trip.

The level of participation in dives will be strictly in accordance with the level of qualification held by the **CLIENT GUEST**.

CLIENT GUESTS are responsible for purchasing their own travel and dive insurance, ensuring that it covers unforeseen circumstances and adventure travel related risks to ensure protection in case of dive/sports accidents or any unexpected events or circumstances.

Possession of diving insurance is mandatory in order to participate in diving activities.

Possession of travel insurance is highly recommended.

The **CLIENT GUESTS** agree to respect to rules of **PT Eco Sailing Expeditions** and acknowledges that failure to comply with any reasonable request may result in denial of service by **PT Eco Sailing Expeditions**.

Such sanctions may include, but not be limited to, removal from the vessel/trip, denial of services onboard including diving, service of alcohol etc.

In instances of denial of service resulting from **CLIENT GUESTS** failure to comply with **PT Eco Sailing Expeditions'** rules and/or reasonable requests, no refund will be provided to the **CLIENT**.

Further to this, **PT Eco Sailing Expeditions** reserves the right to seek compensation, from the **CLIENT GUEST**, for any additional charges incurred as a result of **CLIENT GUESTS** failure to adhere to **PT Eco Sailing Expeditions'** rules.

CLIENT GUESTS are responsible to meet the passport, visa, health requirements to enter the country in which the trip is organized.

CLIENT GUESTS should seek medical advice from a health care professional regarding vaccination and prevention of tropical ailments. **PT Eco Sailing Expeditions** does not offer medical advice.

CLIENT GUESTS are advised to review travel prohibitions, warnings, announcements, and advisories issued by governments and the like prior to their departure.

PT Eco Sailing Expeditions cannot be held responsible for any consequences resulting from actions by Governments (International, National, Federal, Regional etc.) or any other legislative body or third party with relevant authority.

9. INSURANCE REQUIREMENTS FOR CLIENT GUESTS

9.1 Travel insurance:

We strongly advise that all CLIENT GUESTS purchase both travel and travel cancellation insurance. CLIENT GUESTS should ensure that their travel insurance includes clauses which offer protection against Government actions such as border controls/closures etc.

9.2 Scuba diving insurance:

CLIENT GUESTS wishing to participate in scuba dive **MUST** have diving insurance. DAN Short Term insurance can be arranged at additional cost by **PT Eco Sailing Expeditions**. The current cost is US\$40 pp for a short term DAN insurance policy.

CLIENT GUESTS requiring the above service must inform **PT Eco Sailing Expeditions** by electronic mail no less than 14 days prior to the commencement of the cruise date.

10. Damages, personal injury, illness or death

By signing these terms and conditions, the **CLIENT** agrees to indemnify **PT Eco Sailing Expeditions** from any claims by the **CLIENT** or any third party, arising from any injury, illness, death, damage to or loss of property belonging to the **CLIENT GUEST** or any third party affiliate including any consequential losses that may be incurred.

This indemnity covers both **PT Eco Sailing Expeditions** and any third party affiliates hired by **PT Eco Sailing Expeditions** to act on their behalf for the purposes of providing services including, but not limited to,

- transportation of any kind
- accommodation
- Provision of catering services including provisions
- Sporting equipment

PT Eco Sailing Expeditions and/or its owners and operators do not accept any responsibility (whether in tort contract or otherwise howsoever) for any injury to, or death of, any of its passengers whether during embarkment, carriage, disembarkment and whether caused by negligence or otherwise howsoever of any of its servants or agents, and liability for all claims or demands whatsoever in respect of all injuries or death howsoever caused is hereby excluded. Further, no liability, either express or implied, will be accepted for the loss of, damage to, mis-delivery or delay in delivery of luggage or cargo, loaded or carried by **PT Eco Sailing Expeditions**.

Notwithstanding the Terms of this section; **CLIENT GUESTS** will need to sign an indemnity before being cleared to join the cruise.



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11. Disabilities

By forwarding of the deposit, **CLIENT** certifies that the **CLIENT GUEST** does not have any mental, physical or other condition or disability that would create a hazard for him/her and/or other passengers or crew.

PT Eco Sailing Expeditions reserve the right to cancel or withdraw any **CLIENT GUEST** as a member of the tour at any time should **PT Eco Sailing Expeditions** have reasonable cause to believe that their presence be in anyway detrimental to the tour.

12. Acknowledgement

By signing the below the **CLIENT** hereby agrees to the conditions contained within these Terms and Conditions.

CLIENT Signature.....

CLIENT Name.....

Date