

## GENERAL CONDITIONS

We would like to take this opportunity to thank you for choosing PT SAPICO EXPLORE INDONESIA, and for the confidence shown in us. PT SAPICO EXPLORE INDONESIA will be responsible for the handling of your reservations from A to Z. The conditions mentioned below form an integral part of the contract entered with PT SAPICO EXPLORE INDONESIA. We would ask you to read carefully these conditions below and return a signed copy to confirm your reservation. Please feel free to contact us if you require any further clarification of these conditions. Please note: In the conditions below, and for simplification, PT SAPICO EXPLORE INDONESIA will be noted as "Aliikai Voyage".

## TERMS AND CONDITIONS

### 1. PRICES INCLUSIONS AND EXCLUSIONS

#### 1.1 Inclusions:

- Private cabin or private boat
- Local transfers to/from airport to port
- Full board, freshly cooked meals & snacks
- Soft drinks, tea, coffee, espresso
- Snorkeling & diving gear\*, 2 double kayaks, 4 double stand Up paddle, volley beach ball, card games, yoga mats, etc..
- Indonesian / English speaking expedition leader
- National Park fees, all land excursion on the schedule and guide fee
- Nitrox for certified divers
- Dive Master and snorkeling guide

#### 1.2 Exclusions:

- Flight tickets
- Hotel & accommodations before and after the cruise
- Alcoholic beverages
- Tips for the crew (recommended between 5 and 10% of the cruise price)
- Travel and diving Insurance
- Diving course (on demand)
- Dive Computer & Torch
- Fuel surcharge when indicated

### RESERVATIONS AND DEPOSITS

All reservations must be made by electronic mail to Aliikai Voyage at: [hello@aliikai-voyage.com](mailto:hello@aliikai-voyage.com) and states the cruisereference and / or date to which the reservation refers, the number and type of cabins required, all passenger names and any special requirements. A booking is confirmed when both parties, the agent and Aliikai Voyage, have written it and the deposit is received by Aliikai Voyage.

#### 1.3 For Individuals:

50% non refundable deposit to be paid to confirm the booking.

Balance payment 60 days before the cruise departure.

#### 1.4 For Groups:

50% non refundable deposit to be paid to confirm the booking.

Balance payment is due 60 days before departure

## 2. PAYMENT OF THE BALANCE

Payment of the balance for individual booking or boat charters/groups must be received by Aliikai Voyage at the dates indicated in Clause 2.1 and 2.2.

If Aliikai Voyage does not receive the payment of the balance in time, then Aliikai Voyage can cancel the booking and enforce cancellation policy as set out in Clause 3.

### 2.1 Short Notice Bookings:

Full payment must be made to Aliikai Voyage at the time of booking if the reservation is made less than 60 days prior to departure.

## 3. PAYMENT INSTRUCTIONS BANK TRANSFERS

Payment can be made by wire transfer to the bank account specified in the corresponding invoice. The transfers should mention the cruise reference and passenger(s) full name(s). All transfers fees have to be paid by the customer. Payments should be made in USD except if agreed with Aliikai Voyage. In case a different currency is used, the rate is fixed at the moment of the invoice emission.

### 3.1 Onboard Payment:

On board payments (Drinks, Dive Equipment rental, Park entry fees, etc...) have to be done in cash. Currencies accepted are Euros, US Dollars and Indonesian Rupiah.

## 4. CHANGES OF RESERVATIONS CANCELLATION FEES

### 4.1 General

If an agent/passenger wishes to cancel or change a reservation in any way, it must be done by electronic mail to Aliikai Voyage at the following address: [info@aliikai-voyage.com](mailto:info@aliikai-voyage.com)

The date that Aliikai Voyage receives the alterations to your booking by electronic mail will be the date used to determine whether a fee will be charged.

### 4.2 Amendment Fees:

An administrative charge of USD 30 will be charged if any changes are made to your booking 90 days or less prior to your departure date. The date that Aliikai Voyage receives the alterations to your booking by electronic mail will be the date used to determine whether a fee will be charged.

### 4.3 Cancellation Fees:

The date that Aliikai Voyage receives the alterations to the reservation by electronic mail will be the date used to determine whether a fee will be charged.

#### 4.3.1 Cancellation Fee Policy for Individual Bookings

The following cancellation fees are charged for booking cancellations

- Up to 61 days prior to sailing 50% of the cruise rate cancellation fee applies
- From the 60 days up to the date of departure 100% of the cruise rate cancellation fee applies

#### 4.3.2 Cancellation Fee Policy for Boat Charters / Groups

The following cancellation fees are charged for booking cancellations

- Up to 61 days prior to sailing 50% of the cruise rate cancellation fee applies
- From the 60 days up to the date of departure 100% of the cruise rate cancellation fee applies

#### 4.3.3 Reduction of Number of Passengers for Boat Charters

Full charter cannot be rebooked as individual cabins

### 4.4 Change of Dates :

The date that Aliikai Voyage receives the alterations to the reservation by electronic mail will be the date used to determine whether a fee will be charged.

One time complimentary reschedule available within one year from the original departure date.

#### 4.4.1 Change of Dates for Individual Bookings

Up to 180 days before the cruise, free reschedule.

From 179 days up to the 90 days before the cruise, 30% booking fees apply to reschedule.

From 89 days up to the departure of the cruise, no reschedule is possible.

#### 4.4.2 Change of Dates for Group/Charters Bookings

Up to 180 days before the cruise, free reschedule.

From 179 days up to the 90 days before the cruise, 30% booking fees apply to reschedule.

From 89 days up to the departure of the cruise, no reschedule is possible.

### 4.5 Travel Cancellation Insurance:

The passengers must be fully aware against any reasons for trip cancellation or interruption and the Aliikai Voyage strongly advise that all the passengers are fully covered by any possible travel insurance before the cruise departure.

### 4.6 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. The new passenger will be subject to the contract conditions of Aliikai Voyage. Passenger substitution will be allowed up to 3 days, or less (depending on the cruise), prior to the day of departure.

### 4.7 Cancellation Due to Late Arrival or No Show of The Passengers / Departure Delay of The Late Arrival

### 4.7.1 Individual Booking, Groups and Half Charter

If a passenger doesn't show up at the meeting point (airport, harbor, boat, etc...), Aliikai Voyage staff will wait for the passenger as long as possible without disturbing the trip (according to the departure time foreseen and the other passengers expectations).

However, if the passenger cannot arrive on board before the scheduled boat departure (indicated in the cruise description), Aliikai Voyage has no obligation to wait for the passenger and the passenger's trip will be de facto cancelled, cancellation fees applying as per clause 3.3. Aliikai Voyage takes no responsibility for changes to any flight schedule (delay or cancellation) made directly by the passenger or his agent or made by Aliikai Voyage on behalf of the passenger or his agent.

### 4.7.2 Full Boat Charter

In the case of a full boat charter, if passengers are late due to any reason, the cruise can be shorter and the lost days will not be refunded or exchanged in any way.

### 4.7.3 Domestic Flights Delay or Cancellation

Aliikai Voyage takes no responsibility for changes to any flight schedule (delay or cancellation) made directly by the passenger or his agent or made by Aliikai Voyage on behalf of the passenger or his agent.

We recommend our passengers to arrive one day prior to the departure date.

## 5. TRIP CANCELLATION BY ALIIKAI VOYAGE

### 5.1 Force Majeure and Unpredictable Acts of Man :

Aliikai Voyage reserves the right to cancel a trip for reasons of Force Majeure (i.e. natural disasters, epidemics etc.) or unavoidable acts. In this Agreement 'force majeure' means any cause directly attributable to acts, events, non-

happenings, omissions, accidents or Acts of God beyond the reasonable control of Aliikai Voyage, the Crew, or the passengers (including, but not limited to, strikes, lock-outs or other labour disputes, civil commotion, riots, acts of terrorism, blockade, invasion, war, fire, explosion, sabotage, storm, collision, grounding, fog, governmental act or regulation, contaminated fuel, major mechanical or electrical breakdown beyond the Crew's control and not caused by lack of maintenance and/or Aliikai's Voyage negligence).

In the event of this happening, Aliikai Voyage will advise the agent / passengers at the earliest possible date. No refund will be issued in such instance.

#### 5.2 Trip Cancellation by Aliikai Voyage for Other Reasons :

Aliikai Voyage reserves the right to cancel a trip for other reasons that are unavoidable and will inform the agent/ customer at the earliest possible date. In this case, Aliikai Voyage will do his best to find an alternative solution for the customer, and, if not possible, refund the cruise payment.

#### 5.3 Trip Cancellation Due to Reasons Caused by the Customer

Aliikai Voyage reserves the right to cancel a passenger's trip if behaviours from the customer is justifiable to do so. Behaviours such as non respect of safety rules on board or underwater, showing lack of respect to other passengers, ignoring diving code of conduct by disturbing or harassing other divers or wildlife. In such instance Aliikai Voyage will not refund the payments already made. Claims against Aliikai Voyage will not be entertained.

#### 5.4 Disability

By confirming a booking, the agent/passenger certifies that the passenger does not have any mental, physical or other condition or disability that would create a hazard for himself/herself or other passengers. Aliikai Voyage reserves the right to cancel or withdraw any person as a member of the tour at any time in case of improper medical conditions. In such instance Aliikai Voyage will not refund the payments already made. Aliikai Voyage assumes no liability. Aliikai Voyage is operating in remote

locations where access to medicale care can take several days. Mental impairment and physical conditions that would you and the rest of passengers in harm.

#### 5.5 Restrictions of Government Regulation

In the event that the cruise cannot depart on time because the passengers are unable to enter Indonesia due to the entry restrictions of government regulations, the passengers must notify the cancellation by email and the Aliikai Voyage will apply the non-refundable payment(s) towards 1 future reschedule within the next 12 months

### 6. CHANGES TO CRUISES PROGRAM AND PRICES

#### 6.1 Changes Before Conclusion of The Contract:

Aliikai Voyage reserves the right to make alterations and changes to brochure information and the online price list.

The program cruises and rates in the brochures and online can be changed at any time before conclusion of the contract. The date the contract is entered is the date that a booking confirmation is received by Aliikai Voyage.

#### 6.2 Changes to Price After The Contract Has Been Entered:

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

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

2. Aliikai Voyage reserves the right to raise the agreed price up to 3 months prior to departure.

#### 6.3 Itinerary and Service Changes After Booking And Before Departure:

Aliikai Voyage reserves the right to change the itinerary and particular services if required due to unforeseen or unavoidable circumstances such as special weather, nature and sea conditions to ensure safety for all onboard persons. Aliikai Voyage will make every effort to offer equivalent alternatives of a comparable standard. Aliikai Voyage will inform the agent or individual client of such changes at the earliest possible date and the effect they will have on price

#### 6.4 Itinerary and Services Changes During The Cruise :

Aliikai Voyage reserves the right, if necessary, to change an itinerary during a trip (i.e. due to weather conditions etc.). The itineraries communicated by Aliikai Voyage to agent or customers are just for information and can be altered or changed anytime according to the prevailing conditions during the cruise.

### 8. DAMAGES RESULTING FROM PERSONAL INJURY, ILLNESS OR DEATH

Damages resulting from illness, personal injuries or death which may be sustained by reason of, or while engaged on, any trip whether due to the ownership, maintenance, use, operation or control of any aircraft, helicopter, automobile, bicycle, boat, vehicle, hotel, common carrier or any other conveyance used in carrying out these trips, Aliikai Voyage assumes no liability due to any cause whatsoever whether caused by failure or delay or other irregularity, acts or omissions occurring during a trip under which the means of transportation or other service provided thereby is offered or supplied by owners, operators or public carriers for and on behalf of Aliikai Voyage.

Aliikai Voyage shall not be held responsible for any injury to person(whether or not resulting in death) or damage to property arising out of any act of war, insurrection, revolt or other civil uprising or military action occurring in the countries of origin, destination or passage.

In case of a medical problem arising during the trip, either on board or on shore,

which results in costs for rerouting the boat, evacuation, use of aircraft or repatriation, including the likely other passengers refund for the alteration of the diving cruise, the responsibility for payment of these costs, belongs solely to the passenger.

### 9. EVACUATIONS AND SCUBA DIVING INSURANCE

It is mandatory that guests have a medical evacuation insurance covering diving activities

### 10. LOSSES OR DAMAGE OF PERSONAL BELONGINGS

Aliikai Charters does not take any responsibility for loss or damage to guests' personal belongings that are happening while onboard the vessel or due to Force Majeure.

### 11. MINIMUM DIVE EXPERIENCE REQUESTS

The minimum dive level requested to join the cruise is PADI Advanced Open Water or CMAS level 2, with a minimum of 50 dives at sea. However, divers with a lower level will be able to participate, but with a specific coaching at additional cost. Please consult us for more information.

I,

\_\_\_\_\_  
, accept and approve the above general conditions

Date: \_\_\_\_\_

Signature: \_\_\_\_\_