



1. INCLUSIONS AND EXCLUSIONS

Inclusions

- Full board accommodation in double/twin cabins
- The shore activities/excursions according to the program
- Soft drinks and all meals on board
- Diving activities including tanks, weights and weight belt
- Transfer from/to embarkation/disembarkation airport
- Fuel surcharge
- Government taxes

Exclusions

- International and domestic air transportation
- Hotels and meals before and after the cruise
- Alcoholic drinks
- Dive equipment rental (other than tanks, weights and weight belt)
- Nitrox
- Administration/port clearance fee
- Massages and Spa treatments
- Travel insurance
- Onboard purchases
- Private tours
- Laundry
- On-board telecommunications
- Crew gratuities

2. RESERVATIONS AND DEPOSITS

All reservations must be made by electronic mail or facsimile transmission and must include your agent reference number and state the cruise number for which the reservation refers, the number of berths required, all passenger names and any special requirements.

A deposit of 30% per person to be sent to Arenui Bank Account stated below, no later than 10 days after the date the reservation is made. Arenui will not responsible for any bank cost related to the transfer made by the clients for cruise deposit or balance payment. Arenui will automatically offer the berths to other guests If this booking fee is not received within the stated period of time

3. PAYMENT OF THE BALANCE

Payment of the balance must be made in 90 days prior to departure date. If full payment of the balance is not received by this date then Arenui can cancel the booking and enforce cancellation policy as set out in Cancellation policy below.

4. SHORT NOTICE BOOKINGS

Full payment must be made at the time of booking if the reservation is made less than 90 days prior to departure. Please refer to payment details below.

5. ALTERATIONS TO RESERVATIONS

5.1 General

If client wishes to cancel or change a reservation, in any way, it must be done by registered post, facsimile transmission or electronic mail to Arenui at the address below.



5.2 Amendment Fees

An administrative charge of 20% of the invoice will be charged if any changes are made to your booking **90 days or less** prior to departure date. The date that Arenui receives the alterations to your booking by electronic mail, facsimile transmission or registered post will be the date used to determine whether a fee will be charged. On Saturdays, Sundays and public holidays the next working day will count.

5.3 Cancellation Policy

If the reservation is cancelled 91 days or more prior to the departure date then a US \$300 cancellation fee will be deducted from the deposit and the remaining amount returned or credited against any future bookings.

If the reservation is cancelled 90 days or less prior to departure then **no refund** will be made.

The date that Arenui receives the alterations to the reservation by electronic mail, facsimile transmission or registered post will be the date used to determine whether a fee will be charged. On Saturdays, Sundays and public holidays the next working day will count.

5.4 Trip Cancellation Insurance

It is strongly recommended that you purchase travel Insurance before you depart for your trip.

5.5 Passengers Substitution

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 policy of Arenui.

Passenger substitution will be allowed up to 3 days prior to the day of departure. Arenui takes no responsibility for changes to any bookings not made by Arenui on behalf of the passenger (i.e. air tickets, hotel reservation etc.). An amendment fee will be charged pursuant to Clause 5.2.

6. FULL BOAT CHARTER & GROUP BOOKING TERMS

6.1 Schedules and Itineraries

All scheduled cruises that are still available can be booked as full-boat charters.

6.2 Free of charge passengers

A group, defined as a minimum of eight up to fifteen (15) passengers qualifies for one free of charge space. A full boat charter, defined as sixteen (16) passengers, qualifies for two (2) free of charge spaces. The full boat charter rate is calculated at the lowest published room rate per person and includes all cabins.

6.3 Schedules and Itineraries

All scheduled cruises can be booked as full-boat charters. There are certain changes to the scheduled itineraries allowed by the chartering customer subject to prior arrangement and approval by Arenui Liveboard.

6.4 Unscheduled Full Boat Charter Destinations and Itineraries

Unscheduled Full Boat Charter can be arranged with the approval of Arenui followed by the conditions such as:

- A charter deposit to be paid as set out in Clause 6.5.
- A mobilization / demobilization fee will 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.
- All domestic airfares and transportation costs will be paid by the customers at the published rate.



6.5 Charter Deposit

A non-refundable deposit of USD4000 will be applied. Deposit payment must be sent in 10 days after the booking is made. Payment details as set out in Clause 15.

6.6 Cancellation & Payment Policy

Arenui shall receive 25% of the total invoice in 180 days prior to the cruise departure and this amount is nonrefundable. In 90 days before the cruise departure, full payment of the remaining amount should be paid.

The number of passengers may be changed between 180 and 90 days prior to departure, however no refunds will be made from the payment already received. If the charter is cancelled in 90 days or less prior to departure, no payments will be refunded.

7. CHANGES TO CRUISES PROGRAM & PRICES

7.1 Changes before Conclusion of the Contract

Arenui reserves the right to make alterations and changes to brochure information and price list on line. The program cruises and rates in the brochures and price lists could be changed at any time before conclusion of the contract. The date the contract is entered is the date that a booking fee is received by Arenui.

7.2 Changes after the Conclusion of the Contract.

In some circumstances, the increased of the rates are possible. The following things may increase the rates:

1. Increases in transportation costs due to the increase of fuel costs
2. Increases in state taxes and duties (i.e. airport taxes, landing fees, embarkation/disembarkation fees, sales taxes etc.)
3. Currency fluctuations.

Arenui reserves the right to raise the agreed price up to 61 days prior to departure.

7.3 Itinerary and Transportation Changes after Booking and before Departure

Arenui reserves the right to change the itinerary and particular services if required due to unforeseen or unavoidable circumstances. Arenui will make every effort to offer equivalent alternatives of a comparable standard. Clients will be informed of such changes at the earliest possible date and the effect they will have on price.

8. TRIP CANCELLATION

8.1 Cancellation for Reasons Caused by the Customer

Arenui reserves the right to cancel a booking if actions on the customer's part give justifiable cause to do so. In such instance Arenui will refund any payments already made. Further claims against Arenui will not be entertained.

8.2 Force Majeure and Unpredictable Acts of Man

Arenui reserves the right to cancel a trip for reasons of Force Majeure (i.e. natural disasters, epidemics etc.) or unavoidable acts of man (i.e. war, riots, strikes etc.). In the event of this happening Arenui will advise you at the earliest possible date.

8.3 Trip Cancellation by Arenui for other reasons

Arenui reserves the right to cancel a trip for other reasons that are unavoidable and will inform the customer at the earliest possible date.



9. CHANGES TO THE ITINERARY AND SERVICES

Some possible reason may change an itinerary during a trip (i.e. due to weather conditions etc.) and the trip is adversely affected, then Arenui will refund the difference between the agreed tour price and the services actually provided.

10. TRIP INTERRUPTION

Arenui will not liable to refund any money when the client interrupts or calls short a trip. In cases of emergency such as personal illness or accident, Arenui will assist in all necessary arrangements for the customer's return travel. For such cases we recommend that agents advise the customer to purchase trip interruption insurance.

11. 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.

Arenui 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 Arenui.

Arenui shall not be 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 voyage, either on board or on shore, which results in costs for evacuation, use of aircraft or repatriation, the responsibility for payment of these costs belongs solely to the passenger.

12. LOSS OR DAMAGE TO PERSONAL BELONGINGS

Arenui does not take any responsibility for loss or damage to guest's personal belongings that are due to Force Majeure causes (refer to Clause 8.2).

13. DISABILITIES

By paying the deposit, the client certifies him/herself does not have any mental, physical or other condition or disability that would create a hazard for him/herself or other passengers. Arenui reserve the right to cancel or withdraw any person as a member of the tour at any time.

14. PAYMENT

Payment by telegraphic transfer to Arenui bank account as detailed below:

ACCOUNT HOLDER	SOUTH SEAS DISCOVERY LIMITED
ACCOUT HOLDER ADDRESS	Room 813, 8/F Hollywood Plaza, 610 Nathan Road, Tsim Sha Tsui, Kowloon, Hong Kong
ACCOUNT NUMBER	817098528838
BANK NAME	HSBC (Hong Kong and Shanghai Bank Corporation Ltd.)
BANK ADDRESS	4/F HSBC, Tsim Sha Tsui Branch, 82-84 Nathan Road, Tsim Sha Tsui, Kowloon, Hong Kong
SWIFT CODE	HSBCHKHHHKH