



# Arenui Liveboard Cruises

## TERMS AND CONDITIONS

### *Part I*

#### *Definitions*

**The Company:** ARENUI LIVEBOARD or SOUTH SEAS DISCOVERY Ltd. or PT. SOUTH SEAS INDONESIA, including their principals; directors; representatives; agents; attorneys; officers; employees and workers, dependent or not, subordinate or not.

**The Participant:** The passenger, customer or guest (including travel agencies and dive clubs), who participates in the cruise and whom applies these contract conditions.

**The Cruise:** The Ship's Travel Program according to a booking cruise name.

**The Cruise Program:** according to the description of services, schedules, itineraries, destinations, transportation.

### *Part II*

#### *The Contract*

#### **Clause 1**

##### **Inclusions and Exclusions**

##### **1.1 All quoted fares include:**

- Full board accommodation in double/twin cabins.**
- Diving activities (3 or 4 dives per day) including tanks, weights and weight belt and snorkeling equipment by request.
- FREE Nitrox.
- The shore activities/excursions according to the program.
- All meals and drinks (wine and other alcoholic drinks included every day after the last dive).
- Massages and Spa treatments onboard
- Internet access where available.
- Computer station for photo and video processing.
- Transfer from/to embarkation/disembarkation airport.
- Government taxes and entrance fees.
- Fuel surcharge.

##### **1.2. The following is not included:**

- International and domestic air transportation.
- Hotels and meals before and after the cruise.
- Travel and medical insurance.
- Dive equipment rental (other than tanks, weights and weight belt).
- Private tours and charters.
- Laundry.
- On-board telecommunications (other than internet access).
- Crew gratuities.

#### **Clause 2**

##### **Bookings, Deposits and Payments**

##### **2.1. General**

All reservations must be made on line for private customer, charter, dive clubs and travel agencies. Please refer to booking details below this document.



## **2.2. Regular Customers**

-A deposit of 30% per person must be made online (by credit card or Paypal System) or bank transfer at the time of booking.

-The balance payment must be made at least 60 days prior to departure date by bank transfer, credit card or Paypal. The bank transfer payment receipt must be sent to The Company by electronic mail or facsimile transmission. Any bank costs related to this transfer must be carried by The Participant.

## **2.3. Groups**

-A deposit of 20% per person must be made on line (by credit card or Paypal System) or bank transfer at the time of booking.

-The balance payment must be made at least 60 days prior to departure date by bank transfer, credit card or Paypal. The bank transfer payment receipt must be sent to The Company by electronic mail or facsimile transmission. Any bank costs related to this transfer must be carried by The Participant.

## **2.4. Charters**

-At the time of booking a deposit of 10 % of charter fee must be made on line (by credit card or Paypal System) or by bank transfer.

-The balance payment must be made at least 90 days prior to departure date by bank transfer, credit card or Paypal. The bank transfer payment receipt must be sent to The Company by electronic mail or facsimile transmission. Any bank costs related to this transfer must be carried by The Participant.

## **2.5. Dive Clubs and Travel Agencies**

-At the time of booking is not requested any deposit.

-No later than 10 days after booking a deposit of 30% per person, must be sent to The Company for booking confirmation. If this booking fee is not received within the stated period of time then The Company will open up your reservation for other customers.

-The balance payment must be made at least 60 days prior to departure date by bank transfer, credit card or Paypal. The bank transfer payment receipt must be sent to The Company by electronic mail or facsimile transmission. Any bank costs related to this transfer must be carried by The Participant.

## **2.6. No Balance's Payment**

If full payment of the balance is not received as respectively established on the the clauses 2.2, 2.3. 2.4 and 2.5 then The Company can cancel the booking and enforce cancellation policy as set out in clauses 3.2, 3.3, 3.4, 3.5.

## **2.7. Discounts**

Certain deductions to price list are foreseen to no divers, groups, third berths and charters.

# **Clause 3**

## **Cancellations and Booking Changes**

### **3.1. General**

Any cancellation or booking changes, in any way, it must be done by registered post, facsimile transmission or electronic mail.

### **3.2. Private Customers / Regular Booking**

-If the reservation is cancelled 61 days or more prior to the departure date then a 200 Euro cancellation fee, per person, per booking will be deducted from the deposit and the remaining amount returned or credited against any future bookings.

-If the reservation is cancelled 60 days or less prior to departure then no refund will be made.



### **3.3. Groups**

–If the reservation is cancelled 61 days or more prior to the departure date then a 200 Euro cancellation fee, per person, per booking will be deducted from the deposit and the remaining amount returned or credited against any future bookings.

–If the reservation is cancelled 60 days or less prior to departure then no refund will be made.

### **3.4. Charter**

–If the reservation is cancelled 91 days or more prior to the departure date then a 2.000 Euro 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.

### **3.5. Dive Clubs and Travel Agencies**

–If the reservation is cancelled 61 days or more prior to the departure date then a 100 Euro cancellation fee, per person, per booking will be deducted from the deposit and the remaining amount returned or credited against any future bookings.

–If the reservation is cancelled 60 days or less prior to departure then no refund will be made.

### **3.6. Communication date**

The date that The Company 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.

### **3.7. Trip Cancellation Insurance**

We recommend you to subscribe a traveling insurance, including a cancellation insurance, valid for all the length of the trip.

### **3.8. 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 these contract conditions. Passenger substitution will be allowed up to 3 days prior to the day of departure.

## **Clause 4**

### **The Cruise**

#### **4.1. Number of Passengers**

The minimum number foreseen for cruise departure is 8.

#### **4.2. Program**

The cruise's programs are published on line at [www.thearenuui.com](http://www.thearenuui.com)

#### **4.3. Price list**

All rates, including charter, are published on line at [www.thearenuui.com](http://www.thearenuui.com)



#### **4.4. Full Boat Charter on Scheduled Cruise**

All scheduled cruises, in case all the places were available, can be booked as full-boat charters. In this case is possible change the ports of embarkation and disembarkation as established in the Charter on Scheduled Cruise Chart published on line in our booking system. However, the scheduled period of nights (11), the departure date and arrived date cannot be altered. The changes allowed by the chartering customer will be subject to prior arrangement and approval by The Company. The reservation can be booked on line, including the foreseen alterations in the Charter on Scheduled Cruise Chart. Please refer to payment details below this document.

#### **4.5. Unscheduled Full Boat Charter**

Unscheduled Full Boat Charter can be booked when available. The on line booking will be not possible and the payments must be concerted with The Company. The program of the Cruise must be arranged and approved by The Company.

### **Clause 5**

#### **Changes to Program Cruises and Price List**

##### **5.1. Changes Before Conclusion of the Contract**

- The Company 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 The Company.

##### **5.2 Changes After Conclusion of the Contract**

After conclusion of the contract will be not foreseen rates changes.

### **Clause 6**

#### **Changes, Cancellation or Interruption of the Cruise**

##### **6.1. Cancellation for Reasons Caused by the Customer**

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

##### **6.2. Cancellations between Booking and Departure**

The Company reserves the right to cancel a cruise in case of low occupancy. In the event of this happening The Company will refund any deposit o payment already done. Further claims against The Company will not be entertained. The Company accept no responsibility or liability in other way.

##### **6.3. Trip Cancellation and Interruption. Reserves**

Before o during the trip The Company, in their sole and absolute discretion, reserves the right to cancel or interrupt the cruise for reasons of Force Majeure or Acts of God and Unavoidable Acts of Man, such as but no limited to: weather and climatic events, meteorological conditions; earthquake and volcanic activity; health o safety public risk; riots or strikes; acts of war, insurrection, revolt or other civil uprising or military action; acts of terrorism or piracy; requirements of governmental authorities; etc. In such circumstances The Company do not assume any responsibility or liability and do not refund any payment. In the event of this happening The Company will advise The Participant at the earliest possible date.



#### **6.4. Trip Changes. Reserves**

Before or during the trip The Company, in their sole and absolute discretion, reserves the right to change the cruise program for reasons of Force Majeure or Acts of God and Unavoidable Acts of Man, as such as established in the previous clause (6.3.), and if required due to unforeseen or unavoidable circumstances, such as but no limited to: mechanical problems, maintenance issues, provisions or supplies, refueling, etc. In such circumstances The Company do not assume any responsibility or liability and do not refund any payment. In the event of this happening Company will make all effort to communicate these issues fully at the earliest possible date and to provide acceptable comfortable alternatives.

#### **6.5. Trip Interruption by the Participant**

Once a cruise has started, The participant who requests to disembark, for any reason whatsoever, may do so only at their sole risk and expense, at the next point of departure, but shall not be entitled to any refund or credit from The Company. In cases of emergency such as personal illness or accident The Company will assist in all necessary arrangements for the customer's return travel. For such cases we recommend The Participant to subscribe a international medical and traveling insurance and diving insurance as well.

### **Clause 7**

#### **Damages Resulting from Personal Injury, Illness or Death**

Damages resulting from illness, personal injuries or death which may occur by reason of the participation on the cruise, or while engaged on any program activities are exclusive responsibility of the participant and The Company assumes no liability due to any cause whatsoever whether caused by:

- Acts, omissions, delays, failures or other irregularities, however caused by directly or indirectly or/and concurrent with the negligence of The Company, whether passive or active.
- Acts, omissions, failures of the own Participant.
- Causes related to the Force Majeure or Acts of God and Unavoidable Acts of Man, as such as established in the clause 6.3.
- Causes related to unforeseen or unavoidable circumstances as such as established in the clause 6.4.
- Circumstances such as but no limited to: interaction with any wild life or natural environment; chemical envenomization; contamination of foods, air or water; diving or snorkeling activities; etc.

### **Clause 8**

#### **Rescue, evacuation, repatriation**

In case of a medical problem arising during the voyage, either on board or on shore, which results in costs for medical services, evacuation, use of aircraft or repatriation, the responsibility for payment of these costs belongs solely to the passenger. It is highly recommended to prepare sufficient insurance for emergencies.

### **Clause 9**

#### **Loss or Damage to Personal Belongings**

Loss or damage to personal belongings are exclusive responsibility of The Participant and The Company assumes no liability due to any cause whatsoever whether caused by:

- Acts, omissions, delays, failures or other irregularities, however caused by directly or indirectly or/and concurrent with the negligence of The Company, whether passive or active.
- Acts, omissions, failures of any third parties such as ground, air o other travel services, tour agencies, guides, public carriers, rescue operators, etc.
- Acts, omissions, failures of the own Participant.
- Causes related to the Force Majeure or Acts of God and Unavoidable Acts of Man, as such as established in the clause 6.3.
- Causes related to unforeseen or unavoidable circumstances as such as established in the clause 6.4.



## **Clause 10**

### **No Responsibility Clause**

The Company does not accept liability for any loss or damages to the property or personal injury or death, according to the clause 7 and 9. The Company do not accept any responsibility different to established in these contract conditions. At the booking time the participant must send to The Company the Cruise Application and the Release of Liability duly filled and signed. Reservations are not confirmed until the Cruise Application and the Release of Liability have both been received by The Company.

## **Clause 11**

### **Written consent in case of Minors**

At the time of booking for Minor Participants will be required the written consent of his/her parent or legal guardian by signing the document Release of Liability which beside includes Minor's written consent.

## **Clause 12**

### **Disabilities**

By subscribing to Cruise Application, The Participant certifies that he/she doesn't have any mental, physical or other condition or disability that would create a hazard for him/herself or other passengers.

## **Clause 13**

### **Right to withdraw. Reserves**

The Company reserves the right to withdraw any person as a member of the tour at any time.