



GENERAL CONDITIONS for FULL PRIVATE LUXURY CHARTER

Applicable to all new charter bookings from 1 September 2018 onwards

SEA PEARL CHARTER PTE LTD, hereinafter referred to as SPC, is the international representative for PT EXOTIC YACHT CHARTER BALI, hereinafter referred to as EYCB, who is the operator of the liveaboard yacht MSY MUTIARA LAUT.

As such, Sea Pearl Charter PTE LTD is responsible for the handling of all reservations submitted by the client or by a third party, hereinafter referred to as “the Charterer”. The conditions stipulated below form an integral part of the contract entered into between the Charterer and SPC.

1. DEFINITIONS

1.1. Charter

A full boat charter of MSY MUTIARA LAUT for exclusive use is referred to in all publications as a FULL PRIVATE LUXURY CHARTER and hereinafter referred to as “Charter”, for which the rates and conditions are determined on the basis of a specific custom made group offer.

For the purpose of calculating Charter rates and for the determination of inclusions/exclusions, a distinction is made between a Full Private Luxury Charter **INSIDE OF SCHEDULE** and a Full Private Luxury Charter **OUTSIDE OF SCHEDULE**.

1.2. Full Private Luxury Charter **INSIDE** of schedule

A Full Private Luxury Charter is considered **INSIDE OF SCHEDULE** when the Charter does not start earlier or finish later than on a published scheduled embarkation or debarkation date **AND** when the Charter follows MSY MUTIARA LAUT’s published sailing schedule in regards to the embarkation and debarkation locations.

1.3. Full Private Luxury Charter **OUTSIDE** of schedule

It is possible to charter MSY MUTIARA LAUT for specific destinations and itineraries, outside our published schedule and allowing the Charterer to determine dates and locations of embarkation and debarkation. This type of charter is referred to as a Private Luxury Charter **OUTSIDE OF SCHEDULE** and may be subject to additional relocation charges and conditions.

1.4. Pricing

Prices for Charters and inclusions/exclusions are determined in a full quotation provided by SPC upon receipt of an enquiry for a particular Charter on specific dates.

1.5. Variable Surcharges

For a Charter **INSIDE** of schedule, Variable Surcharges will apply for Dive Equipment Rental, Nitrox tank fills, Port & Park Fees and Fuel Adder. These surcharges may be increased or decreased at any time, with immediate effect and without prior notice. The surcharges have to be paid onboard in full by the Charterer on the last day of the cruise, either in cash or by credit card.

For a Charter **OUTSIDE** of schedule, Variable Surcharges will be included but Relocation Charges may apply if the chosen embarkation/debarkation locations require substantial relocation(s) of the vessel, both in time and distance, from the present locations in the published schedule.

1.5.1. Port & Park Fees

Port & Park Fees are surcharges for anchoring & mooring levies as well as dive passes, visitor permits and entrance fees to regional conservation parks and zones. These charges are imposed on visiting liveaboards and on their passengers at the discretion of local harbour & port masters, shahbandars, village authorities & regional government officials. These levies often change unannounced and arbitrarily, and they can wildly vary from port to port, from season to season and from area to area.

1.5.2. Fuel Adder Surcharges

Fuel Adder surcharges vary per itinerary and cover the expenses for the additional amounts of marine fuel that are required to execute certain itineraries that contain longer distances.

2. CAPACITY & OCCUPANCY, CHILDREN AND FOOD & BEVERAGE

2.1. Maximum Capacity

The maximum capacity of MSY MUTIARA LAUT is 14 passengers in 7 cabins, with a maximum occupancy of two persons per cabin.

2.2. Children On Board

MSY MUTIARA LAUT is not suitable for young children and SPC cannot accept any bookings for children under the age of 8.

Children aged 8 or above are welcomed on board when accompanied by a parent or a legal guardian and will at all times remain the full responsibility of the parent(s).

The accompanying parent(s) or legal guardian(s) is/are required to supervise the children at all times to ensure that they respect all safety procedures and instructions and that they do not disturb the peace and quiet of other passengers, nor the effective management of the cruise.

No babysitting services are offered onboard and no member of the crew nor any staff member of SPC can be held responsible for the supervision of any child on board.

2.3. Food & Alcoholic Beverages

Passengers are not allowed under any circumstances to bring on board their own food or beverages or any perishables which pose a risk of contamination and which can attract insects and vermin. It is not allowed to store or consume any food or meals inside the cabins.

3. RESERVATION, BOOKING & PAYMENT

3.1. Reservation Procedure

All reservations have to be made by email to info@mutiaralaut.com and have to include the Charterer’s name, the number and the names of all Passengers in the party, the cabin allocation list, the cruise start and end dates and locations, and any special requests.

The Charterer who makes a reservation for other participants must ensure that all obligations of all travelling companions are met, specifically in respect to payment, in the same way as with their own individual obligations. The contractual obligations and these General Conditions are applicable to all members in the travelling party.

Upon acceptance of the reservation, SPC will send an invoice by email, including the amount of the non-refundable deposit that needs to be paid to SPC in order to secure the booking. The confirmation will also include a copy of these General Conditions that needs to be signed by the Charterer and returned to SPC.

The booking is only confirmed upon receipt by SPC of **BOTH** the deposit **AND** the signed copy of the General Conditions. SPC will confirm the booking via email and from this moment onwards the cancellation policy as described in these General Conditions will come into effect.

3.2. Guest Information Forms & Passport Copies

SPC will provide the Charterer with a Guest Information Form of which one copy needs to be filled out in full for every passenger and which has to be returned to SPC together with a copy (scan or photo) of the photo page of the passport of every passenger, by email to info@mutiaralaut.com.

The Charterer shall ensure that the completed Guest Information Forms and the passport copies for every passenger are received by SPC no later than 60 days prior to the trip departure. Any missing or changing data, such as arrival flights or hotel accommodation, has to be added or updated prior to departure as it becomes available.

Incomplete documents, or failure to submit or update the requested information, may result in major disruptions or impediments to the execution of the cruise for which SPC, EYCB nor MSY Mutiara Laut can be held responsible. This may include denial of boarding by port authorities, penalties imposed by local authorities, severe delays and interruptions to sailing schedules, unavailability of airport transfers, rental equipment for diving or special dietary requests, etc. Any expenses related to the failure to submit the required documents or information will be charged to the Charterer.

3.3. Deposit and Balance Payments

A non-refundable deposit payment of 50% of the total invoiced amount is required at the time of reservation. The balance must be paid at least 90 days before the cruise departure date. In case a booking is made less than 90 days before the departure date, the total invoiced amount must be paid at the time of reservation.

All bank transfer fees and expenses shall be borne by the Charterer. SPC reserves the right to cancel the Charter and to retain the deposit if the total invoiced amount has not been paid in full.



4. CANCELLATION & MODIFICATION BY THE CHARTERER

4.1. Cancellation

There is no refund in case of cancellation.
The Charterer is strongly advised to take out a trip cancellation insurance.

4.2. Modification of Itineraries by the Charterer

In case of a Charter INSIDE of schedule, the Charterer may somewhat modify the scheduled itinerary and program, such as the duration of a certain stage, particular land excursions etc, without incurring additional costs. However, the requirement to follow the scheduled embarkation and debarkation locations always remains valid and the dates of embarkation/debarkation may not exceed those of our published schedule.

4.3. Modifications to Embarkation and/or Debarkation Locations

For a Charter OUTSIDE of schedule, the Charterer may choose to have the vessel relocated to different embarkation/debarkation locations than scheduled, within a reasonable distance of our scheduled locations and in which case there may be additional relocation costs. The level of these costs will depend on the distance from the normally scheduled location of MSY MUTIARA LAUT both before and after the Charter. The price of the relocation charges will be communicated to the Charterer in the initial quotation and these relocation charges will be added to the total cost of the Charter.

5. MODIFICATIONS BY SPC

SPC reserves the right to make any last-minute modifications necessary to any element of the trip, including prices, itineraries, services and facilities, either before the departure date or during the trip, to adjust to sudden & unexpectedly serious changes in conditions that directly affect the feasibility or the safety of a trip or parts thereof. Any such modifications will be made only with the utmost care for the Passenger's welfare and comfort and only whenever such modifications are imposed on SPC by unforeseen circumstances.

5.1. Price Fluctuations

SPC may change the Charter rates up to 30 days before departure due to sudden increases in operating costs that are outside of SPC's control, such as increases in fuel prices, maintenance costs, catering costs, administrative costs and costs for exchange rate fluctuations or due to evident misprints in published materials or quotations. If the increase is greater than 10% of the total invoiced amount, the Charterer has the right to cancel the contract without any penalty, in writing and within 5 calendar days of being notified about the modification, in which case SPC will reimburse the full amount of all payments received in the shortest time possible.

5.2. Itineraries

SPC reserves the right to make any last-minute modifications necessary in the itinerary – either before or after the departure date – to adjust to sudden & unexpectedly serious changes in conditions that directly affect the safety or feasibility of a trip. SPC will notify the Charterer of these changes as soon as these circumstances are known and also if and how these circumstances may or may not have a possible effect on the invoice or may or may not entitle the Charterer to certain benefits or reimbursements.

5.3. Cancellation or Trip Interruption Caused by a Passenger

In order to preserve the serenity and the safety of all passengers and staff onboard MSY MUTIARA LAUT, SPC reserves the right to cancel any passenger's reservation before departure or to land any passenger during the trip if any action or behaviour of the said passenger is deemed inappropriate or unacceptable by SPC, by the Captain or by the Cruise Director. In this case, SPC will not reimburse any of the amounts already paid. All complaints against SPC will be contested.

6. CANCELLATION BY SPC

6.1. Force Majeure

SPC and EYCB reserve the right to cancel any cruise at any time due to unforeseen circumstances which render it impossible to execute the cruise or which compromise the security of the passengers, the crew and/or the vessel. In the unlikely event that a trip has to be aborted midway, the determination to abort will be based on good faith and the reasonably objective belief that doing so is required to protect the passengers, the crew and the vessel.

These circumstances may include but are not limited to unforeseen emergencies, acts of random terrorism, terrorist threat or activity, civil or international war, political or economic disturbances, strikes and riots, climatic, seismic or volcanic events and other natural disasters, or catastrophic mechanical breakdowns.

These cases are considered Force Majeure for which the Charterer may not apply for reimbursement from SPC or EYCB but should instead seek reimbursement or indemnities directly with the Charterer's insurance company.

6.2. Technical Malfunction or Mechanical Breakdown

Should a technical malfunction or mechanical breakdown occur on MSY MUTIARA LAUT to the extent that it prevents the departure or the safe execution of the Charter, SPC will either provide an equivalent service on a similar type of vessel or postpone the trip to a later date without charge.

7. LIABILITY OF SPC

SPC and EYCB are committed to providing all the included services and facilities as described in the contract in good faith and under normal operating conditions. In case there has been an obvious error on our side, the responsibility of SPC is limited to a reimbursement that is never higher than the full invoiced amount regardless of the error.

7.1. Insurance

The insurance policies held by SPC and EYCB only cover the liabilities associated with the operations of the vessel. SPC or EYCB assume no responsibility and offer no compensation for injuries or sickness suffered by any passenger, nor for damages to the passenger's property during the cruise that cannot be directly attributed to the actions of SPC, EYCB or their employees.

No automatic passenger insurance coverage is included in our services provided. SPC highly recommends every passenger to take out a comprehensive travel insurance policy including trip cancellation coverage, as well as a comprehensive medical insurance policy including repatriation/ evacuation coverage.

7.2. Claims and Complaints

Any complaint or claim for reimbursement has to be submitted to SPC in writing within 14 calendar days after debarkation from the vessel. All requests for reimbursement relating to additional services, or services invoiced but not provided, will be studied upon presentation of documentation and additional information. In case of litigation against SPC, EYCB or MSY Mutiara Laut, legal jurisdiction will be Singapore or Indonesia.

8. CONDITIONS RELATING TO SCUBA DIVING

8.1. Mandatory Dive Insurance

SPC requires all diving passengers to have a valid dive insurance policy. Furthermore, every diving passenger aboard MSY MUTIARA LAUT is required to present proof of a valid dive insurance policy before the first dive. This insurance policy should cover all costs involved in dive accident treatment, including hyperbaric treatment and repatriation.

Any passenger who is not able to present a valid dive insurance policy upon embarkation will not be allowed to take part in any scuba diving activities organised and operated by SPC or MSY MUTIARA LAUT.

8.2. Scuba Diving Safety

It is each passenger's responsibility, as a certified diver, to respect and follow the guidelines given by the MSY MUTIARA LAUT dive guides and instructors, as well as to follow the regulations stipulated by their certification agency. Diving passengers are solely responsible for providing a valid dive certification, a logbook and a diving medical statement or physicians medical statement dated within the last 12 months.

Ignoring the directions given by the dive guides, or not presenting certification card, log book or valid medical paperwork may cause a limitation or disqualification from scuba diving during the cruise. The diver accepts their responsibility to be technically capable of participating in the activity of scuba diving and fully accepts the risks associated.

SPC reserves the right, for safety reasons, and at the discretion of the dive operational staff contracted by MSY MUTIARA LAUT, to refuse participation of a diving passenger in any dive if the passenger does not display the necessary competence to participate safely.

9. DOCUMENT EDITING

This document was last updated and verified on 1 September 2018.

I, the undersigned _____
(name of the Charterer), hereby state that I have read, understand and accept the above General Conditions on behalf of myself and of any other traveller(s) in my party.

Date: _____

Signature: _____