



GENERAL CONDITIONS for FIT CABIN CRUISES

Applicable to all new fit 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 liveboard yacht MSY MUTIARA LAUT. As such, Sea Pearl Charter PTE LTD is responsible for the handling of all reservations submitted by the client, hereinafter referred to as “the Passenger”. The conditions stipulated below form an integral part of the contract entered into between the Passenger and SPC.

1. DEFINITION

Under FIT (Free Independent Traveller) Cabin booking is understood any booking where the Passenger joins in on a scheduled packaged cruise itinerary with predetermined start and finish dates from predetermined points of embarkation and debarkation, either as a single individual or as part of a small group or family, and based on fixed published cabin rates.

2. PRICES & CABIN RATES

2.1. Published Prices & Cabin Rates

Published prices and cabin rates are in USD (US Dollars) and are provided through the website www.mutiaralaut.com. All prices and cabin rates quoted on the website and in promotional materials provide an indication but are not classified as a contracted price. The contracted price is determined in the full quotation provided by SPC upon receipt of a reservation request for a particular cruise. Cabin rates are always quoted per person in one cabin with double occupancy.

2.2. INCLUDED in the Published Cabin Rates

- Arrival & departure transfers between the ship and local airports & hotels in the vicinity and within 45' minutes drive of embarkation and debarkation points, with pick-up times and drop-off times determined by SPC
- Accommodation aboard in a double or twin share two-person cabin with individually controlled AC, en-suite bathroom with shower & toilet, towels and toiletries
- Full board meals including snacks and non-alcoholic beverages (soft drinks, coffee, tea, water)
- Diving services including tanks, tank air fills, weights, dive guide(s) and dive tenders
- All listed watersport activities, including snorkelling, sea kayak, waterski, wakeboard and stand up paddle board, based on availability and where allowed by local law & regulations
- All proposed land excursions & visits including taxes, entrance fees, local guide & ranger fees
- Onboard laundry & ironing service and daily housekeeping services

2.3. NOT INCLUDED in the Published Cabin Rates

- International & domestic airfares & airport taxes
 - Travel-, medical- and repatriation insurance, MANDATORY dive insurance for divers
 - Alcoholic beverages (such as beer, wine, spirits and cocktails)
 - Dive courses and certifications (e.g. Nitrox, Advanced OWD, etc)
 - Use of satellite telephone & internet connection for emails, browsing & data allowance
 - Crew tipping and gratuities
 - Dive equipment rental (*)
 - NITROX tanks & NITROX tank fills (*)
 - Port and Park Fees including regional dive passes (*)
 - Fuel Adder long distance mileage & furl surcharges (*)
- (*) for details on prices, please refer to our website under "Variable Surcharges"

2.3.1. Variable Surcharges

Variable Surcharges include dive equipment rental, Nitrox tank fills, Port & Park Fees and Fuel Adder surcharges. These surcharges can be increased or decreased at any time, with immediate effect and without prior notice. These surcharges have to be paid in full by the Passenger on the last day of the cruise with the Captain or the Cruise Director, either in cash or by credit card.

2.3.2. 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 liveboards 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.

2.3.3. 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.

2.4. Loyalty Benefits

Any Passenger who books a repeat cruise with MSY MUTIARA LAUT with a departure within 18 months of a previous cruise is entitled to free Nitrox and a discount of 5% from the published price on the next cruise. This offer is only valid for the same individual Passenger. This offer is not transferable and it is not cumulative with other specials or discounts.

3. OCCUPANCY, CHILD POLICY and FOOD & BEVERAGE

3.1. Cabin Occupancy

All cabins are equipped with one double bed.

However, 4 of the six Deluxe cabins on MSY MUTIARA LAUT offer an additional individual & convertible sofa bed (200cm x 70cm), allowing for the accommodation of either two unrelated individual Passengers in the same cabin (same gender twin share) or an additional third Passenger under the age of 12, on request (triple occupancy).

- In the first case, i.e. same gender twin share, one Passenger uses the double bed while the other Passenger uses the sofa bed. All cruise inclusions remain the same for both Passengers. Passengers are encouraged to switch beds halfway through the cruise.
- In the second case, i.e. triple occupancy, a third Passenger aged between the ages 8 to 12 receives a 50% discount of the published cabin rate. Triple adult occupancy is not allowed. The supplement for Single Occupancy in any cabin is + 60% of the published cabin rate.

3.2. 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.

There are no rate discounts for children except in triple occupancy as described in article 3.1.

3.3. Food & Alcoholic Beverages

Passengers are not allowed under any circumstances to bring on board their own food or alcoholic 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.

4. RESERVATION & BOOKING

4.1. Reservation Procedure

All reservations have to be made by email to info@mutiaralaut.com and have to include the Passenger's name, the number and the names of all Passengers in the party, the requested number and types of cabins, the cruise start and end dates and locations, and any special requests.

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 Passenger 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 the General Conditions will come into effect.

4.2. Guest Information Form & Passport Copy

SPC will provide the Passenger or his agent 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 completed Guest Information Form and the passport copy for every passenger must be 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 Passenger.

4.3. Deposits and Payment of Balance

A non-refundable deposit payment of 30% of the total invoiced amount is required at the time of reservation. The balance of the total invoiced amount must be paid at least 60 days before the cruise departure date. In case a booking is made less than 60 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 Passenger. SPC reserves the right to refuse boarding to the Passenger if the total invoiced amount has not been paid in full.



4.4. Cancellation by the Passenger

The Passenger has to inform SPC by email about any cancellation of a confirmed booking. In order to determine the date of cancellation, the date of the first business day after the notification email will be used as the formal cancellation date.

The following cancellation fees apply in case of cancellation by the Passenger:

- more than 90 calendar days before departure: 30% of the total invoiced amount (the deposit is never refundable);
- between 90 to 60 calendar days prior to departure: 50% of the total invoiced amount;
- less than 60 calendar days prior to departure: 100% of the total invoiced amount.

Should a Client for any reason choose to disembark before the scheduled end of a trip, there will be no refund for the unused portion of the trip. All Passengers are strongly advised to take out a trip cancellation insurance.

4.5. Modification and Transfer of Reservation

For all modifications of reservations, SPC reserves the right to charge administrative costs up to a maximum of US\$ 250.00 per person.

Only a fully paid booking may be transferred to another passenger up to 2 days before departure and provided that all required passenger information documents for the replacement passenger are submitted to SPC before departure. The replacement passenger will be bound by all conditions of the original contract and administrative costs of US\$ 250 per person will have to be paid prior to departure.

The transfer of a booking from one passenger to another is not allowed within 2 days prior to departure.

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 cabin 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. In this case, the Passenger has the right to cancel the contract without any penalty, in writing and within 5 calendar days of being notified about the modification. 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 Passenger 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 Passenger to certain benefits or reimbursements.

5.3. Cancellation or Trip Interruption caused by the 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 a Passenger's reservation before departure or to land a 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 Passenger may not apply for reimbursement from SPC or EYCB but should instead seek reimbursement or indemnities directly with the Passenger'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 cruise, SPC will either provide an equivalent service on a similar type of vessel or postpone the trip to a later date without charge.

6.3. Lack of Participants

The minimum number of participants for any scheduled cruise is 4 passengers and for as long as the minimum of 4 confirmed participants for any trip has not been met, the trip's departure is not to be considered guaranteed. If the minimum number of reservations has not been met, SPC may cancel the cruise up to 30 days prior to departure. In this case, an alternative program will be proposed. If an alternative program is not possible, or if the Passenger opts to decline the alternative program, SPC will reimburse all payments made up until that date. Any form of additional compensation will not be considered.

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 the 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 the 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.

Please sign below:

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

Date: _____

Signature: _____