



KLM Lady Denok Terms & Conditions

KLM Lady Denok is operated and owned by PT. Bahari Bagus Indonesia and is held accountable solely to the laws of Indonesia. Any contractual laws from other countries remain the responsibility of the agent to manage.

Please take the time to carefully read the following terms and conditions. With your confirmed booking, you automatically agree with these terms and conditions.

1. Reservation

1.1 Reservation for single traveler

Your booking arrangements can be made through your Agent or with us directly. All reservations must be made by electronic mail to info@ladydenokliveaboard.com or through our inquiry form at <https://www.ladydenokliveaboard.com/schedule-rates/>. Please provide your detail, such as the cruise name, date of the trip or your request date, all passenger names, number of berths required, and any special requirement. All prices published on the website are meant as cash prices, respectively when money is wired via bank transfer.

All prices are in USD & based on a shared basis of 2 guests per cabin with two berths, private shower, and toilet. If you decide you do not want to share a cabin with another guest, we have 2 single cabins. If those single cabins are not available but you want to have the double/twin cabin or the master cabin for yourself, a 50% supplemental charge will be made.

If you book as a single traveler, you may be roomed with another person of the same gender (depends on availability) and our vessel's guarantee of departure is 4 (four) adult passengers. If we do not have the minimum of 4 (four) adult passengers, we will notify the booking agents, 60 days prior to departure and we will refund any payment in full. Further claims against KLM Lady Denok would not be attended to.

1.2 Reservation for Children

Children are welcome on KLM Lady Denok. During the cruise those children remain the TOTAL responsibility of their parents while on-board or in the water. Parents are required to ensure that the children respect all safety procedures, listen to all safety briefings, and do not disturb the peace and quiet of the other passengers, or the effective management of the cruise.

No charge for a child of 2 up to 5 years old, share the cabin with parents. Above 5 years old up to under 10 years old, a child sharing the cabin with (2) parents will be charged 50% off published

diver rate. A child shares the cabin only with 1 parent/guardian will be charged as a full non-diver rate. A child above 10 years old will be charged as a full non-diver rate.

1.3 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 KLM Lady Denok. Passenger substitution will be allowed up to 3 days prior to the date of departure. KLM Lady Denok takes no responsibility for changes to any bookings not made by KLM Lady Denok on behalf of the passenger (i.e. airfare tickets, hotel reservations, etc.).

1.4 No Show Passenger

If a passenger doesn't show up at the meeting point (airport, harbor, boat, etc.) for any reason, KLM Lady Denok staff will wait for up to 3 hours if informed or as much as possible (according to the departure time foreseen and the other passenger's expectations) if not KLM Lady Denok cannot be held responsible. The "no show" of the passenger is then considered as a last-minute cancellation. The passenger cannot expect any refund from KLM Lady Denok.

2. Payment term

2.1 Payment term for a direct booking guest:

2.1.1 A non-refundable deposit of 30% to be sent to bank account stated on invoice is required within 10 days from the date of the invoice. If the deposit is not received within the stated period of time, KLM Lady Denok has the rights to resell the berths.

2.1.2 Payment of the Balance

The remainder of 70% final payment has to be paid 90 days before the date of cruise departure.

2.1.3 Payment for Short Notice Bookings

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

2.1.4 Payment instruction

Payment should be NET to all bank charges. Payments can be made by transfer to our bank account in Indonesia. Account numbers will be provided in the corresponding invoice. KLM Lady Denok will not be responsible for any bank costs related to the transfer made by the clients for the vessel deposit or balance payment. All payments should be received by KLM Lady Denok **NET to all bank charges**.

2.1.5 Cancellation policy for single traveller booking guest

The following cancellation penalties will apply:

Deposit are non-refundable

121 days or more before departure : 30% from the total invoice

120 to 91 days before departure : 50% from the total invoice

90 days or less before departure : 100% from the total invoice

3. Full Boat Charter

3.1 Payment term

3.1.1 A deposit amounting to 30% of the total price must be paid to KLM Lady Denok by no later than 10 days after the date of the receipt of the invoice. If this booking fee is not received within the stated period of time, then your reservation is nullified and we cannot guarantee you that your required berths will be available for your desired cruise.

3.1.2 The second payment of 30% from the total price must be paid to KLM Lady Denok by no later than 12 months from the Embarkation Date. .

3.1.3 The remaining 40% of the total price and any supplemental charges must be paid to Lady Denok no later than 90 days prior to the Embarkation Date.

3.1.4 If mobilization (relocation) is needed, then the mobilization fee will be added to the total cost of the cruise, the amount will depend on location of charter. The price will be communicated to the client before the deposit is paid.

3.1.5 All payment made to KLM Lady Denok must be net of any bank fees, bank charges, currency charges & other deductions and must represent the full amount as stated on the invoice.

3.2 Cancellation policy for charter booking.

Cancellation fees will apply as following:

- More than 270 days, 10% from deposit payment
- 270 to 181 days prior to departure, 25% from total payment we received
- 180 days to 91 days prior to departure, 40% from total payment we received
- 90 days prior to departure, no refund

4. Payment on-board

We accept payment on-board by credit cards: Visa, Mastercard, JCB; cash in Euros, US dollars, or Indonesian rupiah. Currency exchange rates are calculated on date of payment. Please note that we do not accept personal cheques or traveller's cheques payment. We are also unable to accept USD banknotes of smaller denominations, or old, worn, damaged or torn notes of any denomination. We can only accept \$20, \$50 or \$100USD. However if you have IDR, we prefer to get paid in IDR for any purchase on-board.

5. Cancellation

KLM Lady Denok, its Indonesian operation company PT. Bahari Bagus Indonesia, do not offer refunds in the event of a force majeure such as personal injury, airplane delay, breakdowns, weather, sickness, pandemic, strikes, war, criminal acts, quarantine, acts of God, if another guest requires immediate evacuation and the vessel must return to port or any other event beyond the Company's actual control.

5.1 Cancellation for Reasons Caused by the Customer

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

5.2 Cancellation by Lady Denok

In case of technical damage occurred aboard Lady Denok and preventing the departure of the cruise, Lady Denok will provide you with an equivalent service on a similar type of boat.

5.3 Cancellation by guest

Cancellation by guest must be in writing. The date of cancellation shall be the date of the receipt by us of your email or mail of cancellation.

5.4 Trip Cancellation

5.4.1 Force Majeure and Unpredictable Acts of Man

KLM Lady Denok reserves the right to modify, interrupt or cancel a trip for reasons of Force Majeure or when the security of the travelling guests may be compromised. These may include but are not limited to: refusal or cancellation of navigation rights, flight landing rights, strikes, civil or international war, political or economic disturbances, terrorist threat or activity, fire, climatic, seismic or volcanic events endangering the safety of our passengers, pandemic. In the event of

this happening, you will be advised by KLM Lady Denok as soon as possible. In these particular cases, the customer may not apply for reimbursement from Lady Denok. Customers, who have foreseen travel insurance taking these unforeseen events into consideration, may request reimbursement directly with their respective insurance company.

6. Damages resulting from injury, illness, death

KLM Lady Denok assumes no responsibility and offer no compensation for injury, death or damage occurred to the passengers during the cruise. In case of a medical problem arising during the cruise, 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.

7. Loss or damage to personal belongings

KLM Lady Denok does not take any responsibility for loss or damage to guest's personal belongings that are due to Force Majeure causes (refer to 5.4.1).

8. Itinerary

We strongly recommend that guest arrive at least one day prior to the charter start date. Guests are also encouraged to book any return flights be it domestic or international, at least 24 hours after the time of departure from Lady Denok, thus allowing the body enough time to fully gas off, to enjoy some land based activity, and to ditch your sea legs. KLM Lady Denok will not be held responsible for any missed flights or other connections. The Lady Denok team has created a schedule based on the best time of the year to be in Raja Ampat/Komodo/Banda, considering conditions such as swell, waves, wind, and tidal behavior.

KLM Lady Denok has no control over natural climatic conditions, and the Indonesian weather system is notoriously unpredictable. Regardless of what your itinerary states, if the captain feels that travelling to a certain area due to any of the above factors, may jeopardize the safety of the boat, its crew, and passengers, the captain's word is final. Please do not feel that we are trying to compromise your trip, there are many dive sites around the areas we travel, and it is often possible to avoid unfavorable weather and ocean conditions within a short journey. Your safety is our number one priority, we pride ourselves on providing you with the best possible trip, within our operating capacity.

9. Diving

To join our diving trip, the guest have to hold a certification from a recognized scuba diving agency such as SSI, CMAS, NAUI and PADI or similar. As a certified diver it is the client's responsibility to respect and follow the guidelines given by the Lady Denok cruise guides, instructors and cruise director plus to follow the regulations stipulated by their certification

agency. Limitation or disqualification from scuba diving on the voyage will occur if ignoring the directions given by the guides, or not presenting certification card, log book.

The diver accepts their responsibility to be technically capable and physically able to participate in the activity of scuba diving and fully accepts the risks associated. If they do not have the necessary competence to participate safely or if the dive is considered beyond their current level of diving, ie strong currents etc., then for safety reasons, and at the discretion of the Lady Denok guides, instructors and cruise director reserve the right, to refuse access to one/several/all dives.

9.1. DECOMPRESSION DIVING

Please note that all diving undertaken whilst onboard Lady Denok is a No Decompression Diving. We do not allow any of our guests, regardless of certification level or experience to complete any decompression dives. This is for the safety of all guests and crew onboard. Disregarding these rules whilst onboard may result in being restricted from diving that day or removed from diving for the rest of the trip whilst on KLM Lady Denok.

Upon boarding Lady Denok, each guest must have completed and returned the 'KLM Lady Denok Guest Data Sheet'.

10. General and Other Conditions

- KLM Lady Denok reserves the right to substitute a vessel of similar standards when operational requirements demand.
- Itineraries are subject to change due to sea and weather conditions, availability of sea anchorage, government regulations and other factors.
- Lady Denok cruise reserve the right to increase the price, if there is any condition like economic situation of Indonesia especially for the significant increase of fuel, taxes, currency fluctuation and any other related factors

12. Insurance

12.1 Travel Insurance

We strongly recommend that all guests purchase a fully comprehensive travel insurance package that covers accidents, medical assistance, baggage, camera, trip cancellation and interruption, personal liability and effects, when a reservation is made. All guests should ensure they have appropriate insurance to cover the activities they will be undertaking during their trip, regardless of risk. Please be advised that if guests choose not to carry travel insurance, KLM Lady Denok cannot be held responsible for any financial disappointment caused by reasons beyond our control.

12.1.2 Diving Insurance

Travel insurance is a personal preference and highly recommended. For divers, diving insurance is a must. We require all divers to have a diving insurance policy that includes medical evacuation for the entirety of your trip, KLM Lady Denok will require a copy of your insurance policy, at least 24 hours prior to departure. This insurance should take in to consideration the costs involved in accident treatment including hyperbaric treatment and/or repatriation. We highly recommend dive insurance offered by the Divers Alert Network and travel insurance. Special 10 day or 30 day DAN dive insurance packages are available.

13. Liability, Release, and Assumption of Risk

Lady Denok cannot be held liable for and will not be responsible for personal injuries, property damage, or wrongful death that may occur during activities arranged, booked or performed by KLM Lady Denok. There are inherent risks associated with all activities offered by Lady Denok, and those risks must be accepted and accounted for by each individual customer.

Lady Denok is neither negligent nor liable if accidents happen as a result of acts or omissions of other third parties. Lady Denok cannot be held liable for and will not be responsible for loss or damage of personal items such as individual dive equipment, camera and video equipment, strobes and other accessories, passports, flight tickets, etc.

14. Customer Liability

Any intentional damage that occurs to any property belonging to Lady Denok, is the whole responsibility of the person or persons, responsible for such damage. The cost of repair or replacement is dictated solely and reasonably by Lady Denok. Any objections to the values or costs or repair or replacement are exclusively contestable in an Indonesian court of law.

14.1. Compensation

Guests will be responsible for the diving equipment they rent, so if it is lost or damaged by the guest, he/she will be charged according to market value. The same with other Lady Denok property, such as bathroom basin, linen, bath/diving towel, etc., if they are damaged by the negligence of guests, they will be charged accordingly.

15. Obligatory Surcharges

Below please find Marine Park/Port Fees & Fuel Surcharges for 2023. In case the Government increase the marine park/port fees or increase the fuel price, we will also revise our Marine Park/Port Fees and Fuel Surcharges accordingly.

Cruises	Marine Park/Port Fees/Fuel Surcharges
KOMODO Bali - Labuan Bajo/reverse	USD 30/day/pax
KOMODO Labuan Bajo - Labuan Bajo	USD 30/day/pax
ALOR Alor to Labuan Bajo/reverse	USD 35/day/pax
BANDA Maumere - Saumlaki/ reverse Ambon - Maumere/Saumlaki Sorong - Ambon/reverse	USD 300/trip/pax
TRITON BAY Kaimana - Sorong or reverse	USD 350/trip/pax
RAJA AMPAT Sorong - Sorong (Ultimate)	USD 300/trip/pax
RAJA AMPAT South & Central Raja Ampat	USD 300/trip/pax
RAJA AMPAT North & Central Raja Ampat	USD 300/trip/pax
RAJA AMPAT Central Raja Ampat	USD 225/trip/pax