



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.

KLM Lady Denok reserves the right to change or modify any of the terms and conditions outlined in this document at any time and at KLM Lady Denok sole discretion. Any such changes or modifications will be effective immediately upon being posted on the KLM Lady Denok's website.

Please take the time to carefully read the following terms and conditions. By confirming your booking, you automatically agree to these terms and conditions.

1. Pricing

We reserved the right to revise the price/rate applies to KLM Lady Denok's trips, marine park/port fee/fuel surcharge, gear rental, and any other purchased items onboard at any time in case there maybe fuel price increases, additional routes/activities, government regulations, and other conditions outside our control.

2. Reservation: Reservation for single traveler

Your booking arrangements can be made through your Agent or directly with us. 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 intended as cash prices, applicable when money is wired via bank transfer.

All prices are in USD and 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 available. If those single cabins are not available but you want the double/twin cabin or the master cabin as a solo booking or for yourself, a 50% supplemental charge will be applied.

Our vessel's guarantee of departure is based on a minimum of 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 payments in full. Further claims against KLM Lady Denok would not be attended to.

2.2 Reservation for Children

We welcome children aged 5 years and older on KLM Lady Denok. During the cruise those children remain the TOTAL responsibility of their parents while onboard, on shore/beach, 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 member of the crew shall be held responsible if children are taken onboard, the guests shall be fully responsible for their own children conduct.

Child 5-10 years old pays 50% of diver rate if sharing the same cabin with 2 parents/guardians. If a 5-10 years old child shares the cabin with only one parent or guardian, the child pays as the full non-diver rate. Child 11 years old and above will be charged the full non-diver rate. For diving child 10 years or older, we charge full diver rate.

2.3 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.).

2.4 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.

3. Payment term

3.1 Payment term for a direct booking guest:

3.1.1 **A non-refundable deposit of 30%** must be sent to the bank account stated on the invoice within 7 days from the date of the invoice. If the deposit is not received within the stated period of time, KLM Lady Denok reserve the right to resell the berths.

3.1.2 Payment of the Balance

The remaining 70% final payment must be paid at least 91 days before the date of cruise departure.

3.1.3 Payment for Short Notice Bookings

Payment of the balance must be made 91 days prior to the departure date. If full payment of the balance is not received by this date, KLM Lady Denok reserve the right to cancel the booking and enforce the cancellation policy as set out in the Cancellation Policy below.

3.1.4 Payment instruction

Payment should be NET of 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**.

3.1.5 Cancellation policy for single traveller booking guest

If the reservation is cancelled 91 days or more prior to departure date then a 30% of total invoice cancellation fee will be applied. If the reservation is cancelled 90 days or less prior to departure then no refund will be made.

Deposit is non-refundable

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

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

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

4. Full Boat Charter

4.1 Payment term

4.1.1 A deposit amounting to 30% of the total price must be paid to KLM Lady Denok by no later than 7 (seven) 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.

4.1.2 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.

4.1.3 The remaining 40% of the total price and any supplemental charges must be paid to Lady Denok no later than 91 days prior to the Embarkation Date.

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

4.1.5 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.

4.2 Cancellation policy for charter booking.

- Down payment (30%) **is non-refundable**
- Within 365 to 91 days prior to departure, penalty of 50% from the 2nd payment we received
- 90 days or less prior to departure, no refund at all

5. 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 USD20, USD50 or USD100. However if you have IDR, we prefer to get paid in IDR for any purchase on-board.

6. 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.

6.1 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.

6.2 Cancellation by KLM Lady Denok

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

6.3 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.

6.4 Trip Cancellation

6.4.1 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 traveling 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 KLM Lady Denok.

Customers, who have foreseen travel insurance taking these unforeseen events into consideration, may request reimbursement directly with their respective insurance company.

7. Damages resulting from injury, illness, death

KLM Lady Denok assumes no responsibility and offers 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.

8. Loss or damage to personal belongings

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

9. Itinerary

We strongly recommend that guests 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 KLM Lady Denok. This allows 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. KLM Lady Denok team has created a schedule based on the best time of the year to be in Raja Ampat/Komodo/Alor/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, and we pride ourselves on providing you with the best possible trip, within our operating capacity.

10. Diving

To join our diving trip, guests must 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 KLM Lady Denok's cruise guides, instructors and cruise director as well as to adhere to the regulations stipulated by their

certification agency. Limitation or disqualification from scuba diving on the voyage may occur if guests ignoring the directions given by the guides, or fail to present their certification card or logbook.

The divers acknowledge their responsibility to possess the technical capability and physical fitness required to participate in the activity of scuba diving, and fully accepts the associated risks. If they lack the necessary competence to participate safely, or if the dive is deemed beyond their current level of diving (e.g., due to strong currents), then for safety reasons, and at the discretion of the KLM Lady Denok's guides, instructors, and cruise director, they reserve the right to refuse access to one, several, or all dives.

10.1. Decompression Diving

Please be aware that all diving conducted while onboard KLM Lady Denok is classified as No Decompression Diving. We strictly prohibit any guests, regardless of certification level or experience, from engaging in decompression dives. This policy is in place for the safety of all guests and crew onboard. Failure to adhere to these rules while onboard may result in being restricted from diving for the day or removed from diving for the remainder of the trip.

Additionally, upon boarding the boat, each guest must have completed and returned the Enrollment and Liability forms to KLM Lady Denok.

11. 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.
- KLM Lady Denok reserve the right to revise rates and information at any time without prior notice. Terms and conditions apply.

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 into 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

KLM 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 KLM Lady Denok, and those risks must be accepted and accounted for by each individual customer.

KLM Lady Denok is neither negligent nor liable if accidents happen as a result of acts or omissions of other third parties. KLM 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 KLM Lady Denok is the sole responsibility of the person or persons responsible for such damage. The cost of repair or replacement is determined solely and reasonably by KLM 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 applies to other KLM Lady Denok's property, such as bathroom basin, linen, bath/diving towel, etc. If they are damaged by negligent guests, they will be charged accordingly.

15. Obligatory Surcharges

Below please find Marine Park/Port Fees & Fuel Surcharges. 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 and we will make every effort to inform guests/agents about that revision at the earliest possible date.

| Cruises | Marine Park/Port Fees/Fuel Surcharges |
|--|---------------------------------------|
| KOMODO Bali - Labuan Bajo/reverse | USD 30/night/pax |
| KOMODO Labuan Bajo - Labuan Bajo | USD 30/night/pax |
| ALOR Alor to Labuan Bajo/reverse | USD 35/night/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 |