

Thank you very much for your booking with Blue Bay Divers and KLM Sunshine.

To avoid future confusion we would like to show you our 2019 Terms & Conditions (incl. booking and cancelation policies). We kindly ask you to read this carefully. Once you have paid your deposit (directly to us or via your travel agent) you agree to the following.

### **BOOKING CONFIRMATION**

1. Individual bookings are not confirmed until an advance payment of 30% of the trip price (see details on your invoice) has been paid. The remainder of the payment has to be paid 90 days before cruise departure.
2. Full charter bookings are not confirmed until an advance payment of 30% of the trip (see details on your invoice) has been paid. The remainder of the payment has to be paid 120 days before cruise departure.
4. Delinquent payments can cause a booking cancelation. By forwarding the deposit for passage, the client certifies that he/she does not have a physical condition that would create a hazard to him/herself and/or other passengers and agrees to these terms & conditions.
5. After booking confirmation, the agent or guest will receive a divers.doc via email. We require all guests to fill in all guest details and send back to us latest 30 days before the journey. Failure to do so, or providing incomplete data, might result in difficulties for port clearance, delayed pickups, delayed departure, unavailability of rental equipment, etc.

### **TRAVEL DOCUMENTS**

1. You need to have a passport that is valid for 6 months after the date of entering Indonesia.
2. You are required to check whether you need a visa to enter Indonesia. Blue Bay Divers is not, may not and cannot be held liable or responsible for missing the scheduled departure of the booked trip due to visa problems.

### **LIABILITY**

1. Blue Bay Divers and KLM Sunshine may not be held liable or responsible in any way for any occurrence on this cruise/dive trip which may result in personal injury, property damage, wrongful death or other damage to you or your family, heirs, or assigns that may

occur as a result of the participation in this boat trip and scuba dive(s) and excludes liability for matters such as baggage loss or damage, expense or inconvenience caused by delayed or cancelled transportation service, flight delays or cancellations, change of schedule, strikes or other conditions beyond Blue Bay Divers and KLM Sunshine's control.

Here we clearly state that there are no refunds or rescheduling for trip cancellation due to force majeure.

2. The diving organizer is obliged to exercise due care and diligence as required in the normal course of doing business. We undertake, therefore, to provide the services of the diving package with the assured quality and without impairments. No liability is assumed for items, which normally are not taken along in luggage. The diving organizer is not liable for unsatisfactory services provided by third parties which the diving organizer merely facilitates on behalf of its diving customers (e.g., excursions, tours). Every diving participant participates in the diving trip and any connected activities at his own risk and is individually and wholly responsible for his own person. He has to take the required safety precautions in particular situations, e.g., securing his person below deck and on deck, in the water and on land, putting on lifebelts or life jackets. The diving trip participant declares, furthermore, that he will forego (waive) any liability claim and any claims for compensation for damages to life, limb and property against the diving trip organizer and his employees as well as other participants on the diving trip except in cases of intentional misconduct or gross negligence. This also applies to damages due to participation in the diving trip as well as to all risks connected with compressed air diving. For compressed air diving you require certification or the badge, of a recognized diving organization, such as PADI. It is in your own interest to be sufficiently qualified and able to show your certification at all diving activities. All duties and rights of the ship's owner, diving teacher and crew are not affected by this agreement.

In the event that a dive is not advisable or dangerous to the health and the life of the diving participants or in case of danger for the ship or crew on account of bad weather, dangerous seas, acts of God, a political incident and events over which Blue Bay Divers has no influence, the ship's owner, the captain as well as the diving instructor may delay or cancel a diving trip on his own discretion. This applies as well during the course of a diving trip. In such an emergency all diving participants must abide by the decision of the ship's owner, diving instructor or the captain and to follow their orders. Furthermore, during a dive and during all other activities pursued on a diving trip, any and all instructions of the diving guide and his assistants must be followed. Blue Bay Divers and KLM Sunshine

carried out. In the event that a participant fails to abide by such instructions, the diving guide may exclude such participant from the dive or activity. It is generally forbidden to dive alone. The participants in a dive must always stay together, dive and surface together and part again from their diving partners on returning to the starting point (beach, boat, etc.) only. This applies to assign diving partners as well. The participants agree to observe all diving rules and security standards. Participants must honour the maximum diving depth permitted by diving certification or the relevant national legal regulations. The maximum depth may not, however, under any circumstances exceed 30 meters. Any violation will lead to the exclusion from the dive and in case of recurrence of such a violation from the diving trip, without the right to reclaim the travel expenses or any part thereof. The diving organizer assumes no liability in case of theft, damage or loss of diving equipment or any other personal property. The diving participant, however, is liable for any damage to or loss of equipment that has been provided. The diving participant agrees to ascertain before every dive the proper functioning of any equipment he will use. The diving participant acknowledges that he received the provided equipment in the good condition and working order and agrees to return it in functioning order. To pursue or harpoon fish or other creatures in or under water during a dive is forbidden. Violators will be excluded from further dives.

3. Each participant is required to sign a Liability Release and Assumption of Risk Agreement before the trip, as well as the KLM Sunshine Divers.doc

## **INSURANCES**

1. It is essential to arrange a comprehensive personal, diving, baggage and travel insurance to cover any eventuality, including charges arising should you have to cancel your holiday plans.
2. It is strongly recommended to arrange – prior the trip - a diving insurance via DAN , aquamed or other providers.
3. Please check your agent or your own insurance company about your full coverage.

## **ITINERARIES**

1. Sailing itineraries and daily programs are subject to change due to weather and sea conditions, availability of safe anchorage, government regulations and other factors. Every effort will be made to carry out the program as planned.
2. Program changes may take place during the cruise to take advantage of local cultural events, to adapt to sailing conditions (weather and sea conditions) or in response to other factors.
3. In the unlikely event of an accident during the cruise and the program has to be changed the guests are entitled to

compensation of the portion of the cruise which could not be carried out. Accidents can happen and this does not entitle the guest to get compensation per se. The company will take immediate actions during the event of an accident to ease the situation. A thorough review will clarify more afterwards.

Here we clearly state that there are no refunds or rescheduling for trip cancellation due to force majeure.

## PASSENGERS

1. The maximum number of guests aboard is 10. The maximum number of divers is 10. The minimum of guests to guarantee any cruise is 4 passengers.
2. If any of these cruises are withdrawn prior to departure date Blue Bay Divers and KLM Sunshine liability is limited to a refund of monies received at time of cancellation (maximum 6 weeks before departure).

## CANCELLATION

Individual bookings

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If you or your clients have to cancel the booking the following charges apply

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90 - 0 days before departure or no showing up 100% of the total amount

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Any banking fees occurring due to refund from the company to the guest or agent need to be covered by the guest or agent

SUNSHINE with in 90 days before stay	full charge
BOOKED DIVES can not be Refunded	
... not used booked dives from the dive package can not be refunded during or after the the stay	
...Special circumstances may be reviewed at the discretion of the Management.	
... Payment Extra or additionaly costs at Sahaung / Sunshine in Cash only	

Charter bookings will have special – individual negotiated payment and cancel procedures.

Add-on bookings - Cancellations of flights, hotels and transfers (and other bookings with a third party entity) will be decided case by case and needs to be seen what refund we will get from the third party itself.

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The date of cancellation is defined as the time the written cancelation is received at [Info@bluebaydivers.de](mailto:Info@bluebaydivers.de).

If the guests fails to appear at departure time because he is unwilling to travel or when prevented from doing so by misadventure, a 100% cancellation fee has to be paid. This included Canceled Flights / Delays or missed Flights

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In the event that the trip has to be changed by Blue Bay Divers, the guest is entitled to withdraw his booking at no cost to himself. Blue Bay Divers is required to inform you immediately of any changes to booking as well as of your choice to either withdraw from the trip or accept the change.

## **PRICES**

1. Prices are quoted in Euro per person.
2. KLM Sunshine will be charges in Cruise per Day , everyday fullboard and 3 dives are included. (amount of days times 3 dives are the included dives) any extra dive will be charged. The trip starts first day in the Morning and ends last day in the afternoon / evening.
3. Accomodations / nights before and after the trip in the Resort or at KLM SUNSHINE will be charged following the price list accomodation price.
4. See the published documentations, emails and Pricelist at the websites from Blue Bay Divers for inclusions and exclusions.
5. Onboard costs may be made in other currencies such as US Dollar, Euro and Indonesian Rupiah and can be payed in the Resort at check out day. Our Staff shall use the exchange rate from that day. Monetary change might not be available in the currency you paid. Our staff onboard holds the right to use the currency he seems mostly feasible. Credit card payments are not possible..
6. Prices for third party bookings (such as flights) may be changed to Euro by the company. In this case the actual price may be affected by the exchange rate. Differences (due to the “weak” exchange rate form IDR to Euro) might need to be additionally covered by the guests and/or travel agent upon request by the company. The company must inform the guest and/or agent in advance of such changes and additional fees.

## **NATIONAL PARK, HARBOR FEES & FUEL SURCHARGES**

7. Please be aware that the national park and harbor fees can be changed by the local government, harbor officials or national park authorities without any advance notice prior to your trip.
8. We did our best to calculate accurate rates for a cruise day but in case that the price of oil is going through the roof beyond the control of KLM Sunshine and Blue Bay Divers we need to charge you extra to guarantee the departure of the trip. The fuel surcharge is payable on board. Blue Bay Divers is required to inform you in advance.

## **HARBOUR CLEARANCE & AUTHORITIES**

9. Please be aware that the KLM Sunshine is not, may not and cannot be held liable or responsible

for any delay in the departure. This is subject to local harbor protocols and police authorities. Blue Bay Divers and KLM Sunshine will

always comply with the law enforcement authorities and try its utmost and everything in its power to have a smooth scheduled trip.

## **MEDIA RELEASE**

10. As guest I assign all rights to the film, videotape, digital media, photography, sound recording and printed quotes thereof made of me during my cruise aboard KLM Sunshine by representatives of Blue Bay Divers or their designee.

11. I hereby authorize the reproduction, copyright, exhibition, and/or distribution of said materials worldwide without limitation for any purpose.

12. Blue Bay Divers or their designee, may use my name, likeness, voice, biographical information and material supplied by me for purposes of advertising, publicity and sales promotion.

13. No money shall be due me for such use, now or in the future, however Blue Bay Divers will commit to tell me the use in advance and will offer something in return such as future discounts, merchandising or others.

14. While supplies last and the decision is final.

## **JURISDICTION**

Manado, Indonesia

## **EXCLUSION OF CLAIMS**

Each diving participant must report any shortcomings immediately to the captain on board of the diving ship. Every diving customer must, furthermore, deposit any claims on account of non-performance or performance not in keeping with the terms of the contract of any diving services in writing within a month after completion of the diving trip.

## **DEFAULTS**

1. The ineffectiveness of particular terms of the booking contract does not invalidate the whole contract. We reserve the right to correct mistakes as well as print and calculation errors. Verbal agreements are effective only with our written confirmation.

2. All written documentation from Blue Bay Divers such as, but not limited to, emails, guest info sheets or other booking info sheets are used to inform you of the legal contract conditions you agreed to with your booking.

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**Thank you for diving with us!!**

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