



# VAIATEA LIVEBOARD: TERMS & CONDITIONS

**Please carefully read our General Booking, Cancellation, Payment and other Terms, which apply to all bookings with VAIATEA LIVEBOARD.**

## 1. DEFINITION

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**VAIATEA LIVEBOARD** shall be construed to comprise "the Company", as well as all their affiliates, officers, agents, employees, workers, directors, and representatives.

## 2. GENERAL BOOKING

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All customers must show **proof of diving certification** from either PADI, SSI, CMAS, or equivalent certifying organizations if participating in any non-entry level diving activity.

If the customer cannot prove or show a certification, we will not accept them on board.

All customers must complete and sign the relevant **Liability Release** and **Assumption of Risk Form** before commencing any scuba diving activities.

The Company is not permitted to dispense any medical advice. If you are unsure of a medical matter related to diving or otherwise, please seek advice from a certified Medical Practitioner before engaging in scuba diving or similar activities.

Upon signing up for any diving course, irrespective of previous experience or training, the Company requires each student to complete a Medical Questionnaire.

The maximum depth permitted on all Company vessels is **30 meters** for Open Water Divers with the Deep Adventure Dive certification, Advanced Divers, Rescue Divers, Divemasters, and Instructors.

Open Water Divers without any additional Deep training will not be permitted to dive deeper than 18 meters. If a diver has received prior Deep Dive training, the absolute maximum depth allowed is 40m.

We **do not** accept any unguided dive during ALL our Liveaboard. For all our trips, a guide must be present with all participants.

The Company reserves the right to modify and/or cancel diving arrangements for the reasons listed, but not limited to, those below:

- the number of customers scheduled for the trip.
- Weather conditions making the trip to the scheduled destination not possible.
- Other ensuing technical difficulties.

*NB : Customers or students who fail to participate in any dives on a trip, or any course training dives, for whatever reason, shall not be reimbursed by the Company for any unused or uncompleted portion(s) of the trip or course.*



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### 3. INSURANCE

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Customers are strongly advised to secure appropriate travel insurance with a reputable insurance provider, and applicable to the activities they will be undertaking. Such insurance should provide comprehensive coverage of at least the following: Diving, Medical, Travel, Personal Liability, and Cancellation provisions. The Company shall not be held responsible for any resultant financial or personal loss or injury where customers choose not to secure such insurance.

The Company shall not accept any liability for the loss or damage of any luggage or dive equipment while on board the boat, nor during the transfer(s) to or from the boat.

Komodo National Park requests scuba diving insurance for all LIVEBOARD scuba divers. It's mandatory to have insurance for all scuba divers for the Komodo national park, Raja Ampat, Banda Sea, Triton, Halmahera & Alor trips.

We are working with Dive insurances, where all our guests can register online and get a 20% discount with our affiliate number.

### 4. CUSTOMMER'S OBLIGATIONS

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If the customer is negligent or irresponsible and causes any damage to, or loss of property and equipment belonging to the Company. The customer shall indemnify the Company in full to the current market value of any loss or damage.

The customer undertakes to be physically, emotionally, and mentally prepared and fit to participate in the activities they have signed up for. Any resultant injury or discomfort born out of any unfitness shall not provide any ground for complaint or refund.

The Company, represented by its instructors, may prohibit an individual's participation in a dive(s). If they are physically, mentally, or emotionally unfit to dive, demonstrate a distinct lack of respect for or handle/harm marine life, consume alcohol between dives, or fail to abide by general international safe diving standards and practices.

If a customer doesn't show up at the meeting point (airport, harbor, boat, etc...), VAIATEA LIVEBOARD staff will wait for him for up to 3 hours

If a customer informed or as much as possible (according to the departure time foreseen and the other passenger's expectations) if not.

In both cases, we cannot be held responsible. The "no show" of the passenger is then considered as a last-minute cancellation. The passenger can't expect any refund from VAIATEA LIVEBOARD.



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## 5. PAYMENT

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We accept CASH payment in EURO and USD and Debit/Credit Visa or Mastercard **also onboard**.

*NB : A fee of 3 % shall be applicable for all payments via credit/debit card (VISA or Master Card) onsite.*

*NB2: All payments by transfer are free fees. Meaning you are in charge of your bank's fees at the time of transfer.*

**We do not accept Paypal, Amex and JCB card.**

The number of dives in any package is an estimate based on usual diving circumstances and not **a guarantee**. Where circumstances arise, such as, but not limited to;

- adverse weather conditions,
- personal illness,
- technical difficulties,
- dive site remoteness/ inaccessibility or personal choice,

and cause a reduction in this estimated number, there will be no partial refund in such circumstances.

## 6. DEPOSITS

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### 6.1 Deposit for individual booking

- 50% of full amount per person is to be sent to confirm the booking
- 50% Less than 14 days, payment in full must be paid.

Once the booking is confirmed by receipt of a deposit, the deposit is non-refundable in the event of any cancellation.

If full payment of the balance is not received by this date, then VAIATEA LIVEBOARD can cancel the booking and enforce the cancellation policy as set out in Clause 7

### 6.2 Deposits for groups and full charter booking

- 60% deposit of the agreed price of the charter must be paid for the booking to be fully confirmed.
- 40% Payment of the full amount must be paid 20 days before departure.

Once the booking is confirmed by receipt of a deposit, the deposit is non-refundable in the event of any cancellation.

If full payment of the balance is not received by this date, then VAIATEA LIVEBOARD can cancel the booking and enforce the cancellation policy as set out in Clause



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## 7. CANCELLATION

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- The Company will refund all funds paid by the customer where the Company itself cancels a trip or course. The Company shall not accept any financial responsibility for any itinerary changes or cancellations resulting from circumstances outside of the Company's control, such as, but not limited to, those stated above in the payment section. In the case of a refund, bank transfer fees will be deducted from the refund.
- If a customer requires emergency evacuation and the boat must return to land, the Company shall not accept any financial responsibility for any ensuing itinerary changes.
- The outstanding balance for all Tours or Private Charters booked must be paid in full to the Company before the time the trip is due to commence. The outstanding amount will also be non-refundable where a cancellation is made less than 60 days before the time the trip is due to depart or the customer is a no-show on the day.
- In case of a mechanical issue, we will **not refund the trip**, and we engage our responsibility to try to find an alternative and/or managing to fix the boat.

*NB: DIVEASSURE insurance is covering the mechanical issues in the Dive & travel Plan*

### 7.1 AMENDMENT FEES:

An administrative charge of 30 EUR will be charged if any changes are made to your booking 90 days or less prior to the departure date. Changing of a cruise date will be treated as a cancellation and new booking of a cruise. The date that Vaiatea Liveboard receives the alterations to your booking by electronic mail or registered post will be the date used to determine whether a fee will be charged. On Saturdays, Sundays, and public holidays, the next working day will count.

### 7.2 CANCELLATION FEES:

If the reservation is canceled 121 days or more before the departure date then a 100 EUR cancellation fee per person per booking will be deducted from the deposit and the remaining amount returned or credited against any future bookings.

The date that Vaiatea Liveboard receives the alterations to the reservation by electronic mail will be the date used to determine whether a fee will be charged. On Saturdays, Sundays, and public holidays, the next working day will count.

#### 7.2.1 CANCELLATION FEE POLICY FOR INDIVIDUAL BOOKINGS:

DRAGON DIVE LIVEBOARD Jl Mutiara Kampung unjung, 86754 Labuan Bajo, NTT, KOMODO,  
INDONESIA

booking@vaiatea-liveboard.com



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The following cancellation fees are charged for cancellations within 120 days or less prior to departure:

- 120 to 91 days before departure: 25% of the cruise rate cancellation fee applies.
- 90 days or less before departure: 100% of the cruise rate.

### 7.3 CANCELLATION FEE POLICY FOR GROUPS OR FULL CHARTERS:

- More than 270 days a fee of 1500 EURO is applied
- 7.3.2 - 270 to 181 days before departure, a fee of 5000 EURO is applied
- 180 days to 91 days before departure, a fee of 40% of the cruise rate is applied

### 7.4 REDUCTION OF NUMBER OF PASSENGERS ON A FULL CHARTER

- More than 9 months (271 days) from the departure date: the reservation may be reduced to one paying passenger, resulting in loss of complimentary space(s).
- From 270 days to 181 days before departure: 20% of the individual rate per passenger canceled is forfeited, and there is a reduction or loss of complimentary space (s).
- From 180 to 91 days before departure, 40% of the charter rate per passenger canceled is forfeited, and there is a reduction/ loss of complimentary space(s).
- 90 days or less before departure, there is no refund in case of reducing the group number of passengers.

NB: from reservation date to 150 days before the departure date:

*In any case of a reduction of the number of passengers on charter bookings, the following applies*

a- The surcharge for upper deck cabins remains due except if stated differently by Vaiatea Liveboard representatives.

b- Eventual custom itineraries or activities may be canceled or modified to suit the new customers booked by Vaiatea Liveboard .



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### 7.4.1 REDUCTION OF NUMBER OF PASSENGERS ON A GROUP CHARTER

In the case of reducing the number of passengers on a group charter, the booking status becomes the same as individual booking, and the same cancellation fees apply.

### 7.5 TRAVEL CANCELLATION INSURANCE:

It is highly recommended that all customers purchase travel cancellation insurance.

### 7.6 SUBSTITUTE PASSENGERS:

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 contract conditions of Vaiatea Liveboard. Passenger substitution will be allowed up to 3 days, or less depending on the cruise, before the day of departure. Vaiatea Liveboard takes no responsibility for changes to any bookings not made by Vaiatea Liveboard on behalf of the passenger (i.e., air tickets, hotel reservations, etc.). A fee will be charged pursuant to Clause 7.2.

## 8. FORCE MAJEUR

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VAIATEA LIVEBOARD does not guarantee a refund or exchange on trips purchased that are canceled or are rescheduled less than four weeks before the original date/time as a result of "force majeure."

"Force majeure" means any event which PMA DRAGON DIVE could not, even with all due care, foresee or avoid.

Such events may include, but are not limited to;

- war or threat of war,
- riot,
- civil strife,
- terrorist activity or threatened terrorist action,
- industrial dispute,
- natural or nuclear disaster,
- adverse weather conditions,
- tsunami,
- earthquake,
- worldwide/local pandemic situation,
- fire
- worldwide or national pandemic

And all similar events outside VAIATEA LIVEBOARD's control. If a cancellation or rescheduling is due to force majeure, VAIATEA LIVEBOARD will accommodate you at subsequent departure when possible.



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## **9. DAMAGES RESULTING FROM PERSONAL INJURY, ILLNESS, OR DEATH**

Damages resulting from illness, personal injuries, or death which may be sustained because of, or while engaged on, any trip whether due to the ownership, maintenance, use, operation, or control of any aircraft, helicopter, automobile, bicycle, boat, vehicle, hotel, common carrier or any other conveyance used in carrying out these trips. VAIATEA LIVEBOARD assumes no liability due to any cause whatsoever whether caused by failure or delay or other irregularity, acts, or omissions occurring during an expedition under which the means of transportation or other service provided thereby is offered or supplied by owners, operators, or public carriers for and on behalf of VAIATEA LIVEBOARD

VAIATEA LIVEBOARD shall not be responsible for any injury to a person (whether or not resulting in death) or damage to property arising out of any act of war, insurrection, revolt, or other civil uprising or military action is occurring in the countries of origin, destination or passage.

In case of a medical problem arising during the voyage, either onboard or onshore, which results in costs for evacuation, use of aircraft, or repatriation, the responsibility for payment of these costs belongs solely to the passenger.

## **10. LOSS OR DAMAGE TO PERSONAL BELONGINGS**

VAIATEA LIVEBOARD does not take any responsibility for loss or damage to guests' personal belongings due to Force Majeure clauses.

## **11. ADDITIONAL TO BE PAID ON DEPARTURE AND CAN BE CHANGED WITHOUT ANY NOTICE**

<b>Destinations</b>	<b>Port Clearance</b>	<b>Fuel Surcharge</b>	<b>National Park Fee</b>
Alor	€75		€ 50 / trip
Alor & Komodo	€75	€150	€ 50 / trip - € 20 / day
Alor & Forgotten Islands	€75	€250	€100 / trip
Alor & Banda Sea	€75	€250	€75 / trip
East Flores & Alor	€75	€150	€75 / trip
Komodo National Park	€75		€ 20 / day
Komodo & Est Flores	€75	€150	€ 20 / day
Komodo & Bima	€75	€50	€ 20 / day
Banda Sea	€75	€250	€ 75 / trip

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booking@vaiatea-liveboard.com



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Destinations	Port Clearance	Fuel Surcharge	National Park Fee
Raja Ampat & Banda Sea	€75	€250	€ 100 (1-year dive permit)
Raja Ampat Triton Bay	€75	€150	€ 100 (1-year dive permit)
Raja Ampat	€75	€150	€ 100 (1-year dive permit)

Rental Gear	Price per day	Price per 12 D Trip
Complete set with 12 Liter Tank		€225
Complete set with 15 l tanks		€300
Regulator	€10	€50
BCD	€10	€50
Computer	€10	€80
Torch	€10	€80
Wetsuit, Fins, Mask and Snorkel	€15	€100
15 Liter Tank	€ 20	€100
<b>PADI Courses incl. Certification</b>		
Nitrox Dry Course	€180	
AOW	€350	on request
Deep & Night only	€ 150	on request
Laundry only (no ironing)	€ 1 / piece	