

## Terms & Conditions / General Information

Please take your time to carefully read the following terms and conditions. On your registration form we ask you to agree with the Terms, Conditions & Cancellation Policy. With your confirmed booking, you automatically agree with these conditions.

### 1 Inclusions and exclusions

#### 1.1 Inclusions and exclusions

- Meals, coffee, tea, drinking water, fruits and crackers on board
- Booked dives
- Standard dive equipment (BCD, regulator, wetsuit, fins, booties, mask, snorkel (for courses), surface marker buoy, weight system, tank)
- Multilingual dive guides on board (foreigners and Indonesians)
- Rinca Island trekking according to liveaboard program (on daytrips you can book this additional)

#### 1.2 Exclusions

- Komodo National Park Fee
- Scuba diving courses (see price list)
- Additional dive equipment (computer, 15l tank)
- Beer, wine, spirits, canned drinks (only on liveaboard)
- Insurance for cancellation fee
- Tips

### 2 Reservations and deposits

All reservations must be made by email with the date to which the reservation refers inclusive all passenger names. All prices published on the website are meant as cash prices, respectively when money is wired via bank transfer. A deposit payment of 25% of the total price per person is to be sent upon booking to Divine Diving's bank account (payment details in Clause 10) no later than 7 days after the date the booking is made.

### 3 Payment of the balance

Payment of the balance must be made to Divine Diving as follow:

- 30 days prior to departure date: remaining 75% of the agreed program price

If full payment of the balance is not received by this dates, Divine Diving can cancel the booking and enforce cancellation policy as set out in Clause 5.

### 4 Short notice bookings

Full payment must be made to Divine Diving at the time of booking if the reservation is made less than 30 days prior to departure. Please refer to payment details in Clause 10.

## 5 Change of reservations

### 5.1 General

If an agent or individual guest wishes to cancel or change a reservation, in any way, it must be done by email to Divine Diving at [info@divinediving.com](mailto:info@divinediving.com).

### 5.2 Cancellations fees

The following cancellation fees are charged for cancellations:

- 60 – 31 days prior to activity start: 25%
- 30 – 16 days prior to activity start: 50%
- 15 – 0 days prior to activity start: 100%

Cancellation fees apply to the complete booked packages, e.g. diving, non-diving, liveaboard and hotel prices, etc.

### 5.3 Travel cancellation insurance

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

### 5.4 Scuba diving insurance

We highly recommend that every diver has a diving insurance (e.g. DAN, Aqua med, etc.). Please check your travel insurance; a lot of insurance companies include diving in a travel insurance. You can also book a short term DAN insurance with Divine Diving for 10 or 30 days.

## 6 Changes in published Divine Diving products

### 6.1 Changes before conclusion of the contract

Divine Diving reserves the right to make alterations and changes to published products, such as service descriptions, itineraries, rates, times, etc. at any time before the time of booking. Should the necessity arise, Divine Diving will inform the agent or individual client prior to entering the contract. The date the contract is entered is the date that booking fee is received by Divine Diving.

### 6.2 Changes to rates after the contract has been entered

In rare circumstances it is possible that prices must be increased. The circumstances under which this may occur are as follow:

1. Increases in transportation costs (including fuel costs)
2. Increase in state taxes and duties (i.e. embarkation/disembarkation fees, taxes, etc.)
3. Currency fluctuations

Should the necessity arise, Divine Diving will inform the client immediately about the new rate. If you don't agree on the new rate and you want to cancel your booking, Divine Diving will charge 15% of the invoice and refund the rest of payment.

### 6.3 Changes to program on site

Divine Diving, its subsidiaries and operators, reserve the right to rearrange the order of any itinerary, to cancel or substitute elements of any schedule without notice, when local conditions force such changes. For closed port situations exchange products and/or other alternatives will be offered. Divine Diving strictly follows harbour master recommendations when to cancel a tour. If a tour is cancelled due to harbour master recommendations, Divine Diving will move your dive day forward or offers a full refund.

## **7 Trip cancellation by Divine Diving**

### **7.1 Cancellation for reasons caused by the customer**

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

### **7.2 Force majeure and unpredictable acts of man**

Divine Diving reserves the right to cancel a trip for reasons of force majeure (i.e. natural disasters, epidemics, weather, etc.) or unavoidable acts of man (i.e. war, riots, strikes, etc.). In the event of this happening, Divine Diving will advise you at the earliest possible date and move your activity forward or offers a full refund.

### **7.3 Trip cancellation for other reasons**

Divine Diving reserves the right to cancel a trip for other reasons that are unavoidable (e.g. broken engine, sick staff, etc.) and will inform the customer at the earliest possible date. In this case Divine Diving will reschedule your activity if possible or offers a full refund.

## **8 Damages resulting from personal injury, illness or death**

Damages resulting from illness, personal injuries or death which may be sustained by reason 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. Divine Diving assumes no liability due to any cause whatsoever whether caused by failure or delay or other irregularity, acts or omissions occurring during a trip 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 Divine Diving. Divine Diving shall not be responsible for any injury to 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 occurring in the countries of origin, destination or passages. In case of a medical problem arising during the voyage, either on board or on shore, which results in cost for evacuation, use of aircraft or repatriation, the responsibility for payment of these costs belongs solely to the passenger.

## **9 Loss or damage**

### **9.1 Loss or damage: guest belongings**

Divine Diving does not take any responsibility for loss or damage to guest's personal belongings.

### **9.2 Loss or damage: Divine Diving belongings**

Any loss and/or damage of Divine Diving belongings due to abuse or negligence on guest's part will be charged at full current market value.

### **9.3 Travel insurance letter**

On request a letter for travel insurance purpose to claim the value of the belongings will be provided.

## 10 Payment

### 10.1 General

All rates/invoices are in Euro. For payments in another currency we will use the exchange rate of [www.xe.com](http://www.xe.com) of the date of booking.

### 10.2 PayPal

We accept payment by PayPal. Account email: [info@divinediving.com](mailto:info@divinediving.com).

PayPal charges administration fee, depending on country the transfer has been send from. All charges are paid by sender. You will receive the details of your payment. Please mention your booking number at the payment details.

### 10.3 Bank transfer

Payment by bank transfer as detailed below. Transfer fees are to be paid by the sender. Please note: some banks charge very high international transaction fees. All charges are paid by sender, so please check with your bank before making a bank transfer.

#### Indonesian Bank Account (Indonesia Rupiah)

Account name: PT. MARIJ DIVINE DIVING  
Bank name: Mandiri  
Bank address: JL SOEKARNO HATTA, Labuan Bajo  
Account number: 1610002816069  
Swift code: BMRIIDJA

Please mention your booking number at the payment details.

#### Dutch Bank Account (Euro)

Account name: M.C.P. Aben  
Bank name: ING  
Address: Julianasingel 49, 5802 AT Venray  
Account/IBAN: NL54INGB0002840760  
BIC: INGBNL2A

Please mention your booking number at the payment details.

### 10.4 Payment on site

In our office, we accept cash and credit card payment as followed:

#### 10.4.1 Cash

Divine Diving accepts cash in Indonesian Rupiah, Euro and US Dollar. For converting cash Euro and US Dollars to Rupiah Divine Diving is using the local exchange rate due to date. Please note that the exchange rates in Labuan Bajo are less favourable than in Bali. For converting bills in Euro to cash/cc Rupiah we use the actual converting rate from [www.xe.com](http://www.xe.com) due to date.

#### 10.4.2 Credit Card

Divine Diving accepts VISA and MasterCard, no American Express. A 3% administration surcharge is added to cover the credit card charges. The charged amount will be in Indonesian Rupiah. For converting bills in Euro to Rupiah we use the actual converting rate from [www.xe.com](http://www.xe.com) due to date.