



## **Terms and Conditions / General Information**

Thank you for your interest in booking a cruise with Divine Diving.

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

### **1. Inclusions and exclusions**

#### **1.1 Inclusions:**

- Meals, coffee, tea, aqua water, soft drinks, fruit and crackers on board (excluding beer, spirits, wine)
- Booked dives
- Multilingual guides on board (Europeans and Indonesians)
- Rinca trekking according to safari program (on daytrips you can book additional)

#### **1.2 Exclusions:**

- National Park Fee
- Scuba diving courses (see price list)
- Beer (only on safari)
- Tips for crew
- Insurance for cancellation fee

### **2. Reservations and deposits**

All reservations must be made by email with the date to which the reservation refers, all passenger names and any special requirements. All prices published on the website are meant as cash prices, respectively when money is wired via bank transfer.

A booking fee 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 reservation is made.

### **3. Payment of the balance**

Payment of the balance must be made to your travel agent or directly to Divine Diving as following:

Upon booking: 25% of the agreed program price

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

If full payment of the balance is not received by this date then 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. Changes 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.info](mailto:info@divinediving.info)

#### **5.2 Cancellation fees:**

The following cancellation fees are charged for cancellations:

60 – 31 days prior to departure 25% of diving, snorkeling, safari and hotel price

30 – 16 days prior to departure 50% of diving, snorkeling, safari and hotel price

15 – 0 days prior to departure 100% of diving, snorkeling, safari and hotel price

Be aware that flight tickets are no-refundable.

#### **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 or PADI)

### **6. Changes to brochure description and/or website, changes to rates**

#### **6.1 Changes before conclusion of the contract:**

Divine Diving reserves the right to make alterations and changes to brochure information, service descriptions and prices in the brochures and pricelists 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 a booking fee is received by Divine Diving.

### **6.2 Changes to price 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 follows:

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

## **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 refund any payments already made. Further 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 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.

### **7.3 Trip cancellation by Divine Diving for other reasons:**

Divine Diving reserves the right to cancel a trip for other reasons that are unavoidable and will inform the customer at the earliest possible date.

## **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 passage. In case of a medical problem arising during the voyage, 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.

## **9. Loss or damage to personal belongings**

Divine Diving does not take any responsibility for loss or damage to guests' personal belongings that are due to Force Majeure causes (refer to Clause 7.2).

## **10. Payment**

Payment by bank transfer as detailed below: (transfer fees are to be paid by the debtor)

### Indonesian Banc account (Rupiah)

Acc name: Maria Catharina Petronella Aben  
Banc name: BNI  
Band address: Labuan Bajo, Cabang Ende  
Account number: 145278187  
Swift code: BNINIDJAXXX

### Dutch Banc account (ING) (Euro):

Name: MCP Aben  
Address: Julianasingel 49, 5802 AT Venray  
Account number: 2840760  
BIC: INGBNL2A  
IBAN: NL54INGB0002840760