

Travel Conditions

Information's and general booking conditions

Thank you for your interest in a Mutiara Laut – Exotic Yacht Charter Bali vacation. When two parties get together, certain rules and parts of the travel contract shall be observed:

1. Inclusions and exclusions 1.1

Inclusions

- Transfer from hotel to the Mutiara Laut and back to the airport or hotel in South Bali only
- Accommodation in a double bed or twin bed cabin with en-suite shower bath, toilet and AC
- Full board including soft drinks & beer (wine during meals)
- Diving on request
- multilingual guides on board
- all offered land excursions
- National Park fees

1.2

Exclusions

- Spirits and bottle wine
- Insurance for cancellation fee
- Charter airplane
- Locally domestic airport-taxes and departure tax
- Additional excursion per your request
- Massage
- Souvenirs onboard
- Gratitude for crew

2. Reservations and deposits 2.1

Deposit for individual bookings:

All reservations must be made by electronic mail or facsimile transmission must include your agent reference number and state the cruise date for which the reservation refers, the number of berths required, all passenger names and any special requirements. All prices published on the website or printed in the brochure are meant as cash prices, respectively when money is wired via bank transfer.

A deposit of Euro 600.00 per person to be sent to Mutiara Laut – Exotic Yacht Charter Bali Bank Account (ref: payment details in Clause 15) no later than 10 days after the date the reservation is made. If this booking fee is not received within the stated period of time then Mutiara Laut – Exotic Yacht Charter Bali Travel will automatically offer the berths to other travel and booking agents.

2.2

Deposit for full charter:

A Euro 6000.00 non-refundable deposit will be charged. Payment of the deposit must be made 10 days after the booking is made. Payment details as set out in Clause 15.

3. Payment of the balance

Payment of the balance must be made to your travel agent or direct to Exotic Yacht Charter Bali 90 days prior to departure date. If full payment of the balance is not received with by this date then Mutiara Laut – Exotic Yacht Charter Bali can cancel the booking and enforce cancellation policy as set out in Clause 5

4. Short notice bookings

Full payment must be made to Mutiara Laut – Exotic Yacht Charter Bali at the time of booking if the reservation is made less than 90 days prior to departure. Please refer to payment details in Clause 15.

5. Alterations to reservations 5.1

General

If an agent wishes to cancel or change a reservation, in any way, it must be done by registered post, facsimile transmission or electronic mail to Mutiara Laut – Exotic Yacht Charter Bali at the address below.

Exotic Yacht Charter Bali

Jl Buana Raya No 22 X, Padang Sambian

Denpasar Bali, 80119

info@mutiaralaut.com

5.2

Amendment fees

An administrative charge of 20% of the total invoice will be charged if any changes are made to your booking 121 days or less prior to departure date. Changing of a cruise date will be treated as cancellation and new booking of a cruise.

The date that Mutiara Laut – Exotic Yacht Charter Bali receives the alterations to your booking by electronic mail, facsimile transmission 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.

5.3

If the reservation is cancelled 121 days or more prior to the departure date then a Euro 300.00 cancellation fee per person per booking will be deducted from the deposit and the remaining amount returned or credited against any future bookings.

If the reservation is cancelled 120 days or less prior to departure then no refund of the deposit will be made.

The date that Mutiara Laut – Exotic Yacht Charter Bali receives the alterations to the reservation by electronic mail, facsimile transmission 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.

5.3.1

Cancellation policy for individual bookings:

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

120 – 90 days prior to departure 25% of the Mutiara Laut cruise cross price

89 – 60 days prior to departure 50% of the Mutiara Laut cruise cross price

59 – 0 days prior to departure 100% of the Mutiara Laut cruise cross price

5.3.2

Cancellation policy for full boat charters and mini group bookings:

The following cancellation fees are charged for cancellations within 180 days or less prior to departure:

180 – 121 days prior to departure 25% of the Mutiara Laut cruise cross price

120 – 91 days prior to departure 50% of the Mutiara Laut cruise cross price

90 – 0 days prior to departure 100% of the Mutiara Laut cruise cross price

5.4

Trip cancellation insurance

It is highly recommended that all customers be advised to purchase trip cancellation insurance.

5.5

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 Mutiara Laut – Exotic Yacht Charter Bali. Passenger substitution will be allowed up to 3 days prior to the day of departure. Mutiara Laut – Exotic Yacht Charter Bali takes no responsibility for changes to any bookings not made by Mutiara Laut – Exotic Yacht Charter Bali on behalf of the passenger (i.e. air tickets, hotel reservation etc.). A fee will be charged pursuant to Clause 5.2.

6. Full boat terms 6.1

Number of passengers

The maximum number of passengers is 14.

6.2

Published Rates

As set out in separate publication.

6.3

Schedules and Itineraries

All scheduled cruises can be booked as full-boat charters. There are certain changes to the scheduled itineraries allowed by the chartering customer subject to prior arrangement and approval Mutiara Laut – Exotic Yacht Charter Bali.

6.4

Unscheduled Full Boat Charter Destinations and Itineraries

If the charter is booked to sail outside the scheduled cruise itinerary or to another area then the following terms are applicable:

A charter deposit to be paid as set out in Clause 6.5.

A mobilization / demobilization fee will be added to the total cost of the cruise depending on location. The price of this fee will be dependant on the location of the charter and will be given to the client prior to the due date of the deposit.

All domestic airfares and transportation costs will be paid by the customers at the published rate.

6.5

Charter Deposit

A Euro 6000.00 non-refundable deposit will be charged. Payment of the deposit must be made 10 days after the booking is made. Payment details as set out in Clause 15.

6.6

Payment Schedule

180 days before cruise departure, 25% of the total amount is due. This amount is non-refundable.

91 days prior to cruise departure, full payment of the remaining amount on the invoice is due.

If the charter is cancelled 90 days or less prior to departure, no payments will be refunded.

7.Changes to brochure description, changes to rates and transportation costs 7.1

Changes before conclusion of the contract

Mutiara Laut – Exotic Yacht Charter Bali Travel 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 Mutiara Laut – Exotic Yacht Charter Bali will inform the agent prior to entering of the contract. The date the contract is entered is the date that a booking fee is received by Mutiara Laut – Exotic Yacht Charter Bali

7.2

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. airport taxes, landing fees, embarkation/disembarkation fees, sales taxes etc.)
3. Currency fluctuations.

Mutiara Laut – Exotic Yacht Charter Bali reserves the right to raise the agreed price up to 61 days prior to departure.

7.3

Itinerary and transportation changes after booking and before departure

Mutiara Laut – Exotic Yacht Charter Bali reserves the right to change the itinerary and particular services if required due to unforeseen or unavoidable circumstances Mutiara Laut – Exotic Yacht Charter Bali will make every effort to offer equivalent alternatives of a comparable standard. Mutiara Laut – Exotic Yacht Charter Bali will inform the agent of such changes at the earliest possible date and the effect they will have on price.

8. Trip cancellation by Mutiara Laut – Exotic Yacht Charter Bali

8.1

Cancellation for reasons caused by the customer

Mutiara Laut – Exotic Yacht Charter Bali reserves the right to cancel a booking if actions on the customer's part give justifiable cause to do so. In such instance Mutiara Laut – Exotic Yacht Charter Bali will refund any payments already made. Further claims against Mutiara Laut – Exotic Yacht Charter Bali will not be entertained.

8.2

Force Majeure and unpredictable acts of man

Mutiara Laut – Exotic Yacht Charter Bali 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 Mutiara Laut – Exotic Yacht Charter Bali will advise you at the earliest possible date.

8.3

Trip cancellation by Mutiara Laut – Exotic Yacht Charter Bali for other reasons

Mutiara Laut – Exotic Yacht Charter Bali reserves the right to cancel a trip for other reasons that are unavoidable and will inform the customer at the earliest possible date.

9. Changes to the itinerary and services

If Mutiara Laut – Exotic Yacht Charter Bali deems it necessary to change an itinerary during a trip (i.e. due to weather conditions etc.) and the trip is adversely affected then Mutiara Laut – Exotic Yacht Charter Bali will refund the difference between the agreed tour price and the services actually provided.

10. Trip interruption 11. 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. Mutiara Laut – Exotic Yacht Charter Bali 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 Mutiara Laut – Exotic Yacht Charter Bali.

Mutiara Laut – Exotic Yacht Charter Bali 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.

12. Loss or damage to personal belongings

Mutiara Laut – Exotic Yacht Charter Bali does not take any responsibility for loss or damage to guest's personal belongings that are due to Force Majeure causes (refer to Clause 8.2).

13. None 14. Disabilities

By forwarding of deposit, the agent certifies that the passenger does not have any mental, physical or other condition or disability that would create a hazard for him/herself or other passengers. Mutiara Laut – Exotic Yacht Charter Bali reserve the right to cancel or withdraw any person as a member of the tour at any time.

15. Payment

Payment by telegraphic transfer to Mutiara Laut – Exotic Yacht Charter Bali 's bank account as detailed below: (the wire fees are to be paid by the debitor)

Name of Bank: Panin Bank - Denpasar Branch
Address: Diponegoro - Denpasar
Account Holder: Exotic Yacht Charter Bali, PT
Account-number (EURO): 801 610 0012
Account-number (US\$): 801 600 0058
Swift Code: PINBIDJA