



## TERMS & CONDITIONS

### 1. Reservations and Payments

#### 1.1 Reservations

All reservations must be made by booking form via email to [booking@unchartedcruises.com](mailto:booking@unchartedcruises.com). Inquiries may be made via contact form at [www.unchartedcruises.com](http://www.unchartedcruises.com). Any inquiries made by phone call or WhatsApp are tentative and require official booking via booking form to be provided and confirmed via email. A booking is considered confirmed only upon receipt of a deposit of the amount stated in 1.2 payment terms.

#### 1.2 Payment terms

A deposit of 30% of the total price per person/group/charter trip (whichever is applicable) is to be sent to confirm the booking no later than 7 days after the receipt of the invoice. The remaining balance is to be settled 60 days before the Cruise Departure Date.

For bookings made less than 60 days before the Cruise Departure Date the full amount must be settled within 7 days of the invoice date. If the payment is not received within this time, Uncharted Cruises retains the right to cancel the booking and resell the spaces.

By payment of the deposit the guest agrees to the terms and conditions set forth in this document.

#### 1.3 Payment methods

##### 1.3.1 Bank Transfer

Payments can be made by transfer to our bank account. Account numbers will be provided in the corresponding invoice. Transfers should mention the cruise reference and passenger(s) full name(s).

##### 1.3.2 Credit Card

We accept credit card payments. A 3% surcharge applies to the payment.



### 1.3.3 Online Payment Services

We can accept payments to PayPal, Wise and other payment platforms upon availability. Please state your preferred payment method upon booking and Uncharted Cruises shall accommodate if possible.

### 1.3.4 Onboard payments

For fees/surcharges and any purchases made onboard (rental gear, beverages, merchandise, trip surcharges) guests are expected to pay in either cash (IDR, EUR, USD) or credit card (3% fee) prior to disembarking.

## 1.4 Exchange Rate Fluctuations

For international guests, any refunds will be issued in IDR based on the original payment's exchange rate. Uncharted Cruises is not responsible for any fluctuations in exchange rates.

## 2. Cancellations and changes

### 2.1 Cancellations by guests

Cancellations must be made by email to

[booking@unchartedcruises.com](mailto:booking@unchartedcruises.com)

only (No cancellations accepted by telephone/WhatsApp). The date of cancellation is the date upon which we receive the cancellation email.

If a reservation is cancelled, we will have to charge a cancellation fee as set out below from the payment received:

Up to 90days in advance you will receive a full refund less transfer fees for bank transfers.

89-60 days prior to the departure date we will hold the deposit: 30% of the cruise rate.

Less than 60 days prior to the departure: 100% of the cruise rate.



## 2.2 Cancellation or changes by Uncharted Cruises

Uncharted Cruises reserves the right to:

Change the itinerary and/or program during a trip, if deemed necessary. Where such change adversely affects the cruise, our customers will be refunded for the difference between the agreed cruise price and the services provided.

Cancel a cruise if a condition or actions on the customer's part give justifiable cause to do so. In such instance, any payments already made will be fully withheld and no refunds will be made. Any claims against Uncharted Cruises will not be entertained.

Cancel or change the itinerary of a cruise for reasons or Force Majeure (e.g., natural disasters, epidemics, civil unrest, acts of war) or for other reasons that are unavoidable. In such instance, customers will be informed at the earliest possible time. Any paid deposits will be held as a deposit for any future booking, without limit in time. Further claims against Uncharted Cruises will not be entertained, and Uncharted Cruises will not be liable for additional expenses incurred by customers.

In case of a complete cruise cancellation by Uncharted Cruises (for any reason other than force majeure), Uncharted Cruises will do their best to relocate the passengers to a higher or equally range vessel or refund the passengers if no reasonable alternative can be found.

## 3. Liability and Insurance

### 3.1 Limitation of liability

Uncharted Cruise takes all reasonable measures to ensure the safety and well-being of our guests. However, by participating in our cruises, guests acknowledge and accept the inherent risks associated with sea travel, scuba diving and outdoor activities. Except in cases of willful misconduct or gross negligence on the part of Uncharted Cruises or its staff, the company shall not be liable for any injury, illness, death, or any subsequent damages or expenses incurred. This includes losses caused by the malfunction of equipment, adverse weather conditions, force majeure events, or other factors beyond our control.



### 3.2 Dive insurance

Due to the nature of the activities we offer it is mandatory for all dive guests to have comprehensive dive insurance coverage. This insurance must include, but is not limited to, emergency medical treatment, dive accident coverage, evacuation, repatriation, and coverage for trip cancellations or interruptions. Proof of such insurance coverage **must** be provided before or upon boarding. Failure to produce adequate proof of insurance may result in the denial of participation in any diving activities, with no refund or compensation offered.

We recommend DAN dive insurance. <https://dan.org/membership-insurance/dive-insurance/>

### 3.3 Personal/travel insurance

We strongly advise all guests to have comprehensive personal travel and baggage insurance to cover any eventuality, including charges arising should you have to cancel your holiday plans. Furthermore, Uncharted Cruises cannot be held liable for matters such as baggage loss or damage, expense or inconvenience caused by delayed or cancelled transportation service, change of schedule, strikes or other conditions arising before, during or after the trip.

### 3.4 Liability waivers and health declarations

Prior to boarding, all guests must complete and sign a liability waiver and a medical declaration form. Any pre-existing medical conditions must be declared at this time. Uncharted Cruises reserves the right to request additional medical clearance or to deny participation in diving and/or sports activities and excursions if a guest is deemed medically unfit.

### 3.5 Emergency Procedures

In case of a medical emergency, Uncharted Cruises will take appropriate action, which may include immediate evacuation or medical treatment. Any expenses incurred for such emergencies are the sole responsibility of the affected guest and should be covered by their insurance.



## 4. Itineraries and prices

### 4.1 Itineraries

The itineraries and prices listed on Uncharted Cruise's website or promotional materials are subject to change without prior notice. While we strive to adhere to advertised itineraries, we reserve the right to alter routes, dive sites, activities, or schedules due to factors such as weather conditions, safety concerns, equipment malfunctions, or governmental regulations. Such alterations do not constitute grounds for a refund or discount unless explicitly stated by Uncharted Cruises.

### 4.2 Prices

All prices are quoted in EUR or IDR and are inclusive of applicable taxes unless otherwise stated. Prices do not include optional extras, personal expenses, or gratuities. Uncharted Cruises reserves the right to adjust pricing without notice, though price changes will not affect confirmed bookings unless there are external cost increases imposed upon us, such as fuel price hikes, changes in tax laws, or fluctuations in currency exchange rates, in which case, we reserve the right to modify the pricing for confirmed bookings with fair notice to the customer.

### 4.3 Private Full Boat Charter

Any of our scheduled cruises can be booked as a private / full boat charter, with a maximum of 8 passengers. On a full charter, it is possible, within certain limits, to adjust the cruise itinerary, number and locations of dives, and land excursions. Such adjustments require prior notification to us at the time of booking and are subject to our approval. What must not be changed, however, are date and port of embarkation/disembarkation, and the number of nights on board.

A private charter with us can also be arranged outside our scheduled cruises. In this case, you are required to provide us with the intended date and port of embarkation and disembarkation, and the intended cruise itinerary and program. Based on this information, we will provide you with the rate for your planned private charter, including the rate for the cruise and, where applicable, vessel mobilization and/or demobilization charges.



## **5. Damages Resulting from Personal Injury, Illness, or death**

Uncharted Cruises prioritizes the safety and well-being of all our guests and staff; however, diving and sea travel involve inherent risks that can result in personal injury, illness, or death. By booking a trip with us, participants acknowledge and accept these risks. Except in cases of gross negligence or willful misconduct on our part, Uncharted Cruises and its employees, agents, and affiliates shall not be held liable for any damages, expenses, or losses incurred as a result of personal injury, illness, or death occurring during or after the trip. We strongly urge all guests to purchase comprehensive travel and dive insurance that includes coverage for medical emergencies, evacuation, and repatriation. Medical conditions must be disclosed in advance, and a signed liability waiver and medical statement are required for all participants. Any medical treatment required during the trip, other than basic first aid provided by our staff, is the financial responsibility of the guest and should be covered by appropriate insurance.

## **6. Loss or Damage to Personal Belongings**

Uncharted Cruises does not take any responsibility for loss, theft or damage to guests' personal belongings brought aboard the vessel.

## **7. Disabilities**

By forwarding of deposit, the individual guest 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. Uncharted Cruises reserves the right to cancel or withdraw any person as a member of the tour at any time.

## **8. Force Majeure**

In the event of a force majeure, which includes but is not limited to acts of God, war, labor strikes, extreme weather conditions, natural disasters, or other disruptions that are beyond our reasonable control, Uncharted Cruises shall not be held liable for failure to perform any of its obligations under this agreement. If such circumstances arise, we reserve the right to cancel or alter any scheduled dives, itineraries, or other services without prior notice,



and no refunds will be issued. In the case of a force majeure event, options for rescheduling or credit toward future services may be offered at our sole discretion. We strongly recommend that all guests purchase comprehensive travel insurance that includes coverage for force majeure events.