



TERMS & CONDITIONS

as of 31.12.2026

I. Reservations and Payments

1.1 Reservations

All reservations must be made using the official booking form and submitted via email to booking@unchartedcruises.com

Inquiries submitted via the website contact form, phone, or WhatsApp are non-binding and subject to confirmation by email.

A booking is considered confirmed only upon receipt of the required deposit as outlined below.

1.2 Payment terms

A 30% deposit of the total cruise price (per person, group, or charter, as applicable) is required to confirm the booking and must be paid within 7 days of invoice issuance.

The remaining balance must be paid no later than 60 days prior to the cruise departure date.

For bookings made less than 60 days before departure, the full cruise amount must be paid within 7 days of invoice issuance.

If payment deadlines are not met, Uncharted Cruises reserves the right to cancel the booking and release the reserved space(s). Any payments received may be retained in accordance with the cancellation terms below.

Payment of the deposit constitutes acceptance of these Terms & Conditions.

1.3 Payment methods

1.3.1 Bank Transfer

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



1.3.2 Credit Card (onboard payments only)

Credit card payments are accepted onboard. A 3% processing surcharge applies.

1.3.3 Online Payment Services (onboard payments only)

Subject to availability, payments via platforms such as PayPal or Wise may be accepted. Please confirm availability in advance.

1.3.4 Onboard payments

All onboard expenses (including but not limited to rental equipment, beverages, merchandise, surcharges) must be settled prior to disembarkation by cash (IDR, EUR, USD) or credit card (3% fee).

1.4 Exchange Rate Fluctuations

All refunds, where applicable, will be processed in Indonesian Rupiah (IDR) and based on the exchange rate applied at the time of the original payment.

Uncharted Cruises is not responsible for currency exchange fluctuations or third-party banking fees.

2. Cancellations and changes

2.1 Cancellations by guests

Cancellations must be submitted in writing by email to booking@unchartedcruises.com.

The effective cancellation date is the date the email is received.

The following cancellation fees apply:

90 days or more prior to departure:

Refund of 60% of the deposit, less applicable bank or transfer fees.

89–60 days prior to departure:

Deposit (30%) forfeited.

Less than 60 days prior to departure:

100% of the cruise price forfeited.



If Uncharted Cruises is able to resell the cancelled space, a partial refund may be issued at our discretion, less incurred costs and losses. **No refund is guaranteed.**

2.2 Cancellation or changes by Uncharted Cruises

Uncharted Cruises reserves the right to:

- Modify itineraries, schedules, dive sites, or activities due to weather, safety, operational, or regulatory considerations. Such changes do not constitute grounds for refund.
- Cancel a booking if a guest's actions, conduct, or undisclosed medical condition pose a safety risk to themselves, other guests, crew, or the vessel. In such cases, payments already made may be retained to the fullest extent permitted by law.
- Cancel or alter a cruise due to force majeure, including but not limited to severe weather, natural disasters, civil unrest, epidemics, mechanical failure, or government restrictions. In such cases, payments received will be held as credit for a future booking, valid for 24 months from the original departure date.

In the event of a complete cruise cancellation by Uncharted Cruises for reasons other than force majeure, reasonable efforts will be made to offer an alternative vessel or itinerary of comparable standard. If no reasonable alternative is available, payments received will be refunded.

Uncharted Cruises shall not be liable for additional costs incurred by guests, including flights, accommodation, or personal expenses.

3. Liability and Insurance

3.1 Limitation of liability

Guests acknowledge that participation in liveaboard travel, diving, and outdoor activities involves inherent risks. Except in cases of gross negligence or willful misconduct, Uncharted Cruises shall not be liable for injury, illness, death, loss, or damage arising from participation in the trip.



To the fullest extent permitted by law, Uncharted Cruises' total liability shall not exceed the amount paid by the guest for the cruise.

3.2 Dive insurance

All diving guests must carry valid dive insurance, including coverage for medical treatment, evacuation, hyperbaric treatment, repatriation, and trip interruption. Proof of insurance must be provided prior to boarding.

Failure to provide adequate insurance may result in denial of diving activities without refund.

3.3 Personal/travel insurance

All guests are strongly advised to obtain comprehensive travel and baggage insurance. Uncharted Cruises is not responsible for delays, missed connections, baggage loss, or costs arising before, during, or after the trip.

3.4 Liability waivers and health declarations

All guests are required to read, complete, and sign a liability waiver prior to boarding.

All scuba divers, regardless of certification level or participation in training or courses, must complete a dive medical declaration in full and with complete and truthful disclosure using the form provided by Uncharted Cruises.

If any item on the dive medical declaration is answered "Yes", the diver must obtain written medical clearance from a qualified physician confirming fitness to dive prior to participating in any scuba diving activities. Medical clearance must be obtained at the guest's own cost.

Uncharted Cruises reserves the right to deny or restrict diving activities to any guest who fails to provide a completed medical declaration, required medical clearance, or where safety cannot be reasonably ensured.

No refunds will be issued for missed dives or restricted participation resulting from incomplete, inaccurate, or undisclosed medical information.



3.5 Emergency Procedures

In the event of a medical emergency, the captain and/or Cruise Director have full authority to determine appropriate action, including evacuation. All associated costs are the responsibility of the affected guest and must be covered by insurance.

4. Itineraries and prices

4.1 Itineraries

All itineraries published on Uncharted Cruises' website, promotional materials, or discussed during pre-trip planning, charter consultations, or guest relations communications are indicative only and subject to change without prior notice.

While reasonable efforts will be made to follow the planned or discussed itinerary, Uncharted Cruises reserves the right to modify routes, dive sites, activities, schedules, or programs at any time due to weather, sea conditions, safety considerations, operational requirements, equipment issues, or regulatory restrictions.

Final navigational and operational decisions rest with the vessel's Captain.

Such changes do not constitute grounds for a refund or price reduction unless expressly stated by Uncharted Cruises.

4.2 Prices

All prices are quoted in EUR or IDR unless otherwise stated and exclude optional extras, personal expenses, gratuities, and applicable taxes or fees.

Prices for confirmed bookings will not be adjusted except in the event of significant external cost increases beyond Uncharted Cruises' control, including but not limited to fuel surcharges, new or increased taxes, park or port fees, or regulatory charges. In such cases, guests will be informed in advance and provided with reasonable notice.



4.3 Private Full Boat Charter & Exploratory Trip Cabin Booking

Uncharted Cruises operates primarily as a full private charter liveaboard. As such, cruise dates, itineraries, and embarkation and disembarkation ports are generally flexible and agreed upon individually with the chartering party during the booking process.

Unless explicitly stated otherwise, bookings are offered on a full-vessel charter basis only.

From time to time, Uncharted Cruises may offer limited scheduled exploratory trips that are open to individual cabin bookings. Such trips are exceptional in nature, subject to availability, and will be announced separately via our website, direct communications, or authorized agents.

For scheduled exploratory trips only, the published departure and return dates, embarkation and disembarkation ports, and number of nights on board are fixed and cannot be changed.

Scheduled exploratory trips may be subject to minimum participation requirements. If such minimums are not met, Uncharted Cruises reserves the right to cancel or reschedule the trip in accordance with Chapter 2.

For all charters and scheduled trips, itinerary adjustments may be accommodated within operational, safety, and regulatory limits, subject to Uncharted Cruises' approval.

4.4 Trip Durations & Relocation fees

Minimum trip durations, embarkation and disembarkation ports, and any applicable relocation fees are destination- and itinerary-specific and are determined based on operational feasibility, safety considerations, and seasonal conditions.

Indicative minimum night requirements and relocation fee guidance for selected regions and routes are published below and are provided for reference only. Final trip duration, routing, and any applicable relocation, mobilization, or demobilization fees will be confirmed in writing during the booking/ planning process and reflected in the final invoice.



For Raja Ampat charters, minimum trip durations vary by region and route. During the Christmas and New Year period (19 December – 3 January), a minimum charter duration of seven (7) nights applies.

Certain routes, including itineraries involving Sumbawa Besar, are subject to seasonal weather limitations. No itineraries or vessel relocations to or from Sumbawa Besar will be operated between 15 July and 31 August due to adverse weather conditions.

Where embarkation or disembarkation requires vessel relocation beyond standard operating areas, relocation fees may apply. Such fees are calculated based on the applicable nightly charter rate, are non-commissionable, and must be agreed upon in advance as part of the booking confirmation.

All itineraries and routing remain subject to change due to weather, sea conditions, safety considerations, regulatory requirements, or operational constraints. Specific destinations within Raja Ampat, including Wayag, are never guaranteed.

Destination	Minimum of nights	Relocation fee
Raja Ampat North & Central* With pick-up and drop off in Sorong Harbour	5 nights	N/A
Raja Ampat Misool & Central* With pick-up and drop off in Sorong Harbour	7 nights	N/A
Raja Ampat Misool, South & Central* With pick-up and drop off in Sorong Harbour	11 nights	N/A
Raja Ampat Misool only* With pick-up and drop off in Sorong Harbour	6 nights	N/A
The minimum duration for Charters in Raja Ampat during either Christmas or New Year (19th December – January 3rd), is 7 nights		
Komodo & Surroundings With pick-up and drop off in Labuan Bajo	3 nights	N/A
Komodo & Sumbawa With pick-up <u>and</u> drop-off in Labuan Bajo	10 nights	N/A
Komodo & Sumbawa With pick-up <u>or</u> drop-off in Sumbawa Besar (May / June / September)	8 nights	1 night relocation fee *
Komodo & Sumbawa With pick up <u>or</u> drop-off in Sumbawa Besar (1st - 15th July)	10 nights	2 nights relocation fee *
No itineraries/ relocation to Sumbawa Besar will be allowed between July 15th and August 31st due to adverse weather conditions		

* All Raja Ampat destinations must be discussed regarding feasibility and are always subject to change due to weather/ ocean conditions or socio-political situation. Wayag is never guaranteed.



** All relocation fees are non-commissionable and are based on the nightly rate as per the invoice. All relocations must be discussed during the booking process to accommodate time for the relocation before/after the Charter.

5. Loss or Damage to Personal Belongings

Guests are solely responsible for their personal belongings brought aboard the vessel, including but not limited to scuba and dive equipment, underwater cameras, housings, and related accessories.

To the fullest extent permitted by law, Uncharted Cruises shall not be liable for loss, theft, or damage to personal belongings, whether occurring onboard, during excursions, or while equipment is handled, stored, or transported.

Any assistance provided by crew in handling, setting up, or moving guest equipment is performed at the guest's request and at the guest's own risk, and does not create any assumption of responsibility or liability on the part of Uncharted Cruises.

6. Guest Fitness & Participation

Guests must be able to safely participate in the activities offered during the trip. Any physical, medical, or other condition that may affect a guest's ability to safely participate must be disclosed in advance.

Uncharted Cruises reserves the right to restrict participation in specific activities or, where necessary for safety reasons, to cancel or withdraw a guest from the trip if continued participation would pose a risk to the guest, other guests, crew, or the vessel.

Decisions taken under this clause are based solely on safety and operational considerations and do not constitute discrimination.

7. Force Majeure

Uncharted Cruises shall not be liable for failure or delay in the performance of its obligations where such failure or delay results from events beyond its reasonable control, including but not limited to acts of God, extreme weather, natural disasters, epidemics or pandemics, civil unrest, acts of war, labor disputes, mechanical failure, or governmental or regulatory restrictions ("Force Majeure").



In the event of Force Majeure, Uncharted Cruises reserves the right to cancel, shorten, postpone, or modify itineraries, scheduled dives, activities, or other services as necessary for safety or operational reasons.

Where a trip is cancelled due to Force Majeure, payments received will be held as credit for a future booking, subject to the terms outlined in Chapter 2, unless otherwise required by applicable law. No compensation will be payable for additional costs incurred by guests, including but not limited to flights, accommodation, or personal expenses.

Guests are strongly advised to obtain comprehensive travel insurance covering Force Majeure events, trip interruption, medical treatment, evacuation, and repatriation.

8. Miscellaneous, Conduct & General Provisions

8.1 Guest Conduct and Safety Compliance

Guests must comply at all times with vessel rules, safety briefings, and instructions issued by the Captain or crew.

Uncharted Cruises reserves the right to restrict activities, including diving, or to remove a guest from the vessel without refund if their behavior, including but not limited to intoxication, substance use, non-compliance, or unsafe conduct, compromises safety, operations, the vessel, crew, or other guests.

8.2 Compliance with Laws & Regulations

Guests are required to comply with all applicable laws and regulations of the Republic of Indonesia, maritime regulations, and any rules imposed by national parks, marine protected areas, ports, or local authorities.

Any fines, penalties, damages, or costs arising from a guest's failure to comply with such regulations shall be the sole responsibility of the guest.

8.3 Data Protection & Privacy

Personal data provided by guests, including medical, identification, and insurance information, will be used solely for operational, safety,



legal, and regulatory purposes and handled in accordance with applicable data protection laws.

Uncharted Cruises does not sell or intentionally share personal data with third parties except where required for trip operations, safety, or legal compliance.

8.4 Entire Agreement

These Terms & Conditions constitute the **entire agreement** between the guest and Uncharted Cruises and supersede all prior communications, representations, or agreements, whether written or verbal.

8.5 Severability

If any provision of these Terms & Conditions is found to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

8.6 Assignment

These Terms & Conditions are binding upon the guest and may not be assigned or transferred without prior written consent from Uncharted Cruises.