



PEARL FLEET PTE LTD BOOKING TERMS AND CONDITIONS

(As of 22nd February 2022)

The following Booking Terms & Conditions are made available for all booking transactions with Pearl Fleet Pte Ltd. Once a booking is made, you are automatically bound by these Booking Terms & Conditions. It is important that you read them carefully.

1 RESERVATIONS

All reservations and bookings can only be confirmed via email or online booking via our website on www.pearlfleet.org. You may also make bookings through third-party suppliers such as authorized agents, charterers or group leaders.

Upon confirmation of reservation, a proforma invoice/quotation will be sent. Confirmations will be issued once payment is reflected in our bank account. Pearl Fleet Pte Ltd will send an updated invoice for all payments received.

2 BOOKINGS & PAYMENTS

Once a booking is made and confirmed, a non-refundable deposit of 35% of the total amount is due within fourteen (14) days from the date of issue of the proforma invoice. Final 65% of the total amount is to be settled no later than ninety (90) days before the scheduled departure date of the cruise. A booking is not confirmed until the deposit has been received by Pearl Fleet Pte Ltd, and the company reserves the right to cancel a booking if the final payment is delayed. Pearl Fleet Pte Ltd reserves the right to assume a cancellation on your reservation if the above payment terms for the cruise are not fulfilled.

Special COVID policy:

Bookings are required a 20% deposit within fourteen (14) days from the date of issue of the proforma invoice. The remaining 80% are due 30 days before the cruise.

All bank charges and fees (commissions, telex fees, etc.), including the beneficiary's must be borne by the payer.

Embarkation and Disembarkation

Boarding will commence on the first day of your scheduled cruise and will continue throughout the day. Disembarkation will be the last day of the cruise. Please refer to the Destination Description document on our website to know any requirements in terms of time of embarkation and disembarkation. Late disembarkation requests will only be approved at the discretion of the Cruise Director and should be discussed upon embarkation. Requests will only be entertained if schedules for the yacht on that day permits.

Single Occupancy

All prices listed are based on per head. A single supplement rate of 80% of the full price of the cruise is charged.

Children and Non-Divers

Only children above 7 years old (as of the first day of scheduled cruise) are allowed onboard the yacht. Parents are fully responsible for their children at all times during the cruise as Pearl Fleet Pte Ltd strictly does not provide child care facilities onboard its yachts.

All children under 11 years old (as of the first day of scheduled cruise) will not be charged, provided they are sharing the same bed with their parents, and are non-divers. All junior divers will be given 10% discount off the full price of the cruise.

Non-divers will be given a discount of 10% off the full price of the cruise.



Additional Charges:

Taxes and fees (marine park, port fees etc.) apply to all guests and should be paid in Cash (USD) in Palau, cash (USD, EUR or IDR) or debit/credit card in Indonesia, upon boarding the yacht. These taxes and fees may vary depending on the destinations. Please refer to the Destination Description document on our website for an overview of taxes and fees.

Other additional charges arranged for the cruises including, but not limited to; equipment rental, special tank requests (i.e. 15-litre tanks), merchandise purchases, bar consumption, spa treatments, laundry service, additional tours, are net of service charges and local taxes, and should also be paid in cash (USD) in Palau, cash (USD, EUR or IDR) or debit/credit card in Indonesia onboard the yacht. Updated price lists are available on our website.

Surcharges:

Pearl Fleet Pte Ltd reserves the right to impose a fuel surcharge to your booking price, even if the booking has been confirmed and/or fully paid should there be any fluctuations in fuel prices. We also reserve the right to charge for any significant increase or changes in fees, taxes, currency fluctuations and other related factors. A minimum of fourteen (14) days' notice will be given, before the start of the cruise, before a surcharge is effective.

3 CANCELATION AND AMENDMENTS POLICY

Cancellations and amendments made to all types of direct bookings with Pearl Fleet Pte Ltd must be made via email at info@pearlfleet.org, at the earliest opportunity. Requests will only be accommodated to if a response is sent from the company.

Cancellation charges are as follows:

Days to Scheduled Departure Date	Cancellation Charges
90 days or more to departure	Equivalent to deposit paid
Less than 90 days to departure	100% of invoice amount

All deposits made for bookings are non-refundable. Primary clients of Pearl Fleet Pte Ltd, such as authorized agents, charterers or group leaders that have made group bookings or full charter bookings on behalf of guests may have different policies which Pearl Fleet Pte Ltd has no responsibility over.

Cancellation fees for additional services, products, and/or facilities that are not part of the cruise fare are subject to the service provider rendering such services, products, and/or facilities and may be 100% non-refundable.

Any bank charges or third-party administration fees that may be charged from any cancellation or amendments shall be borne by you.

Third-party suppliers such as authorized agents, charterers or group leaders that have made group bookings or full charter bookings on behalf of you may have different payment policies of which Pearl Fleet Pte Ltd will have no responsibility over.

Special COVID policy:

Pearl Fleet Pte Ltd offers a free trip reschedule within 24 months if guests are unable to travel due to Covid-19 related restrictions.

With Covid-19 related restrictions, one of the following must apply:

1. You have contracted the virus within 30 days of departure and can provide medical evidence (certificate/statement) to support this.
2. The destination country prevents you from entering due to their governmental guidelines and restrictions on your country of residence.
3. Your country of residence prevents you from departing due to their governmental guidelines and restrictions on the embarkation point for the liveaboard.



Only if one or more of the above apply, we will offer a free re-schedule of the trip within 24 months from the initial departure date.

Should guests prefer to cancel instead of rescheduling their trip, the following cancellation terms will apply:

Days to Scheduled Departure Date	Cancellation Charges
More than 30 days prior to departure	90% refund of deposit paid
30 days or less prior to departure	No refund

4 CHANGES TO BOOKINGS AND ITINERARY

Changes Made by Pearl Fleet Pte Ltd

Pearl Fleet Pte Ltd reserves the right to make any alterations to your cruise itinerary as deemed necessary, in the unlikely event that it is required. Pearl Fleet Pte Ltd also reserves the right to cancel the whole cruise itinerary or any part of the itinerary for any reason, including, but not limited to, safety threats, distressing weather, logistics, mechanical conditions, etc.

In the event where a cancellation of a cruise is made, Pearl Fleet Pte Ltd will work towards providing a suitable recourse which includes, but not limited to, participating on another available cruise offered by Pearl Fleet Pte Ltd, or a full refund, less 10% services charges, of the unused cruise fare. You may also put the unused cruise fare on credit to be used for another cruise.

Changes Due to Force Majeure or Unpredictable Acts of Man

Pearl Fleet Pte Ltd is only a service provider. We accept no responsibilities for civil unrest, terrorism, strikes, illness, epidemics, accidents, injuries, damage, loss and theft, quarantine, customs regulations, changes in flight itinerary, delays, deportation or refusal of entry by immigration authorities and/or other circumstances beyond Pearl Fleet Pte Ltd's control.

Pearl Fleet Pte Ltd will not be responsible for any financial loss incurred by any causes beyond the control of the company, such as, but not limited to, weather, war, terrorist threats or activities, civil unrest, government or operational restrictions, sanctions, embargoes, natural disasters, adverse or unusual weather conditions, a named storm, unavoidable or unforeseen technical issues or supply problems, etc. You are responsible, at the point of booking and boarding of the yacht, in ensuring that you have purchased comprehensive dive and travel insurance cover that would apply to your booking. You are responsible to check that the insurance includes the following:

- i. Dive Insurance: covering all risks, costs and expenses, including, but not limited to, decompression chambers or emergency air repatriation, that are incurred as a result of a diving injury or incident. This insurance should cover all scuba diving in or water sports activities that you have decided to undertake during your cruise.
- ii. Medical Evacuation Insurance: covering all risks, costs and expenses, including, but not limited to, emergency air repatriation, treatment costs, indirect losses.
- iii. Comprehensive Travel Insurance: covering all risks, costs and expenses, including, but not limited to, changes or cancellation to your travel plans, loss or damage to your luggage and contents.

5 TRAVEL DOCUMENTS AND DIVE INSURANCE

You are to ensure that your passport is valid with a minimum of six (6) months' validity from the date of entry to any country that Pearl Fleet Pte Ltd operates in, and ensure that you have sufficient empty pages in your passport. You may also be required to obtain a valid visa (if necessary). Pearl Fleet Pte Ltd will not be responsible for any inconveniences arising from your failure to undertake this responsibility. Should you be refused entry into the countries of our operation, for any reason whatsoever, Pearl Fleet Pte Ltd reserves the right to apply a "NO SHOW" cancellation to your cruise itinerary and you will be responsible for all expenses that will be incurred due to such incidents, including returning to the country of travel origin. No refunds of the cruise fare will be provided by Pearl Fleet Pte Ltd.



Dive insurance is mandatory for all guests who have booked cruises with Pearl Fleet Pte Ltd. If you are undertaking skin and scuba activities, the insurance should provide coverage for scuba-related injuries and international evacuations, as covered in Clause 4 of this Booking Terms and Conditions.

Pearl Fleet Pte Ltd will not take any responsibility for any expenses that may be incurred through a lack, or inadequate insurance coverage undertaken by you.

Short-term dive cover is also available for purchase onboard our yachts.

6 DIVERS' CERTIFICATION CARD

All guests participating in recreational guided scuba activities onboard our vessels **MUST** present their dive certification cards and/or dive log book for verification upon boarding. Pearl Fleet Pte Ltd reserves the right to reject any dive participation or may suggest a refresher course (at your expense) if you are unable to perform dive skills at a level that is deemed safe, by our dive guides onboard, to continue participation in normal diving activities during the length of the cruise.

Pearl Fleet Pte Ltd reserves the right to reject any participation in scuba activities if dive certification is not presented upon request. No refunds will be granted if you are not permitted to participate in scuba activities.

7 GUEST ETIQUETTE AND CONSIDERATION

Pearl Fleet Pte Ltd's Captains, Cruise Directors, or any other figures of authority onboard the yacht, reserve the right, at their sole discretion, to disembark any guest (or confine any guest in their cabin), for any reason, should they be considered a nuisance to, or a threat or danger to the other guests or any crew member onboard the yacht. Any guest found to hinder the safe and secure operation of the yachts, or any associated land programs will also be subject to said disembarkation (or confinement).

Any guest disembarked from our yachts are solely responsible for any costs incurred with repatriation. The full cruise fare will be considered used and no refund requests will be entertained.

8 DISCHARGE OF LIABILITIES AND INDEMNIFICATION

Pearl Fleet Pte Ltd is only a service provider. We accept no responsibilities for civil unrest, terrorism, strikes, illness, epidemics, accidents, injuries, damage, loss and theft, quarantine, customs regulations, changes in flight itinerary, delays, deportation or refusal of entry by immigration authorities and/or other circumstances beyond Pearl Fleet Pte Ltd's control.

All guests participating in any form of skin and scuba diving activities (including, but not limited to, boating, snorkelling or any surface interval activities) **MUST** sign, as acceptance, on our Liability Waiver & Assumption of Risk Form.

Pearl Fleet Pte Ltd reserves the right to rely upon any limitation or release of liability, jurisdictional and/or defence available under the Applicable Law(s) and/or International Convention(s) for any claim made by you against us.

9 OBLIGATION OF BOOKING TERMS AND CONDITIONS

This Booking Terms and Conditions Document will be provided to you at least once during your booking process, either directly by us or your group leader, or by our official travel partners. By confirming your booking, you are understood to have accepted all the Booking Terms and Conditions in this document. The provisions hereof are as expressed to remain in full force and effect till disembarkation from the yacht, at the end of your cruise.

10 CONTACT

For all enquiries, booking and after sales service, please contact us at:



Pearl Fleet Pte Ltd

info@pearlfleet.org

+62 812 4036 4964

BOOKING TERMS AND CONDITIONS (COVID-19)

(As of 1st February 2022)

In view of the recent events of the COVID-19 pandemic, we have adjusted our Booking Terms and Conditions to ensure that we retain best business standards and services for our guests. We want to ensure that our guests are absolutely confident in making bookings, and be assured that the cruises will run as smoothly as possible. We will be updating these COVID-19 Booking Terms and Conditions frequently, according to relevant adjustments in the industry and countries of operation.

All Booking Terms and Conditions in this section will supersede the relevant parts of our standard Booking Terms and Conditions between the specific dates mentioned in this section.

Flexibility in Bookings – Payment plan

The Terms and Conditions in this section will apply for any bookings made before 31st December 2022.

- A 20% deposit will be due **fourteen (14) days** from date of issue of invoice to secure your slot on the chosen cruise date.
- The remaining 80% will be due no later than **thirty (30) days** before the scheduled departure date of your cruise.

Special note:

As long as the borders are closed and quarantine rules are restrictive in the port of embarkation of the cruise, it may happen that the trip needs to be canceled / rescheduled. Pearl Fleet Pte Ltd reserves the right to cancel or reschedule a trip. In case of cancellation initiated by Pearl Fleet Pte Ltd, the 20% deposit is refundable.

Flexibility in Bookings – Cancellation policy

Pearl Fleet Pte Ltd offers a free trip reschedule within 24 months if guests are unable to travel due to Covid-19 related restrictions.

With Covid-19 related restrictions, one of the following must apply:

1. You have contracted the virus within 30 days of departure and can provide medical evidence (certificate/statement) to support this.
2. The destination country prevents you from entering due to their governmental guidelines and restrictions on your country of residence.
3. Your country of residence prevents you from departing due to their governmental guidelines and restrictions on the embarkation point for the liveaboard.

If one or more of the above apply, we will offer a free re-schedule of the trip within 24 months from the initial departure date.

Should guests prefer to cancel instead of rescheduling their trip, the following cancellation terms will apply:

Days to Scheduled Departure Date	Cancellation Charges
More than 30 days prior to departure	90% refund of deposit paid
30 days or less prior to departure	No refund

Cancellation and Amendments Policy

Cancellations and amendments made to all types of direct bookings with Pearl Fleet Pte Ltd must be made via email at info@pearlfleet.org, at the earliest opportunity. Requests will only be accommodated to if a response is sent from the company.



Embarkation on our yachts

Body temperature check will be done for every guest at the first point of meeting. Any guest with a body temperature of 37.6 C and above will be brought to the nearest medical facility, to be monitored and a decision on the guest's condition will be made by local authorities.

All guests are strongly advised to fill in all Guest Registration Forms and Liability Forms prior to arriving. All forms should be digitally submitted at least seven (7) days before the scheduled departure date of the cruise.

Daily Practices on our yachts

All of Pearl Fleet Pte Ltd's crew members will be required to wear protective face masks at all times. All guests are strongly advised to wear protective face masks to protect themselves and the other guests who are on the same cruise.

Hand sanitizers are available in all common and shared areas of the yacht.

Advisory Information on COVID-19 in the Republic of Palau and in the Republic of Indonesia

We strongly advise all traveler to check the latest conditions and requirements for entry in the Republic of Palau and in the Republic of Indonesia.

Tourists looking to travel to Palau may get further information from the following authorities:

Ministry of Health, Republic of Palau

Website: <https://www.palauhealth.org>
<https://www.palau.gov.pw/travel>

Email: mohrop@palauhealth.org

Telephone No.: (680) 488 2552/2553 (calling from overseas)

Address: One Hospital Road, P.O Box 6026, Koror, Republic of Palau

Tourists looking to travel to Indonesia may get further information from the following authority:

Ministry of Immigration, Republic of Indonesia

Website: <https://www.imigrasi.go.id/en/covid19-1/>