

TERM AND CONDITION

We value your interest in booking a reservation with Dancing Wind Liveboard. Please read the following terms and conditions thoroughly before proceeding. By confirming your reservation, you automatically agree to these terms.

· I herewith certify and acknowledge that I understand that my acceptance on a diving and/or snorkelling program organized and conducted by Dancing Wind Liveboard or its partners, is predicated on my assurance that I am physically fit to engage in ocean scuba diving, and that I have had or will receive sufficient training in scuba diving and that I fully understand the risk of ocean diving, of living and traveling on board a ship and the dangers arising from force of nature, and I am prepared to assume such risk.

· In order to induce Dancing Wind Liveboard or its partners to accept me as a member of the aforementioned diving and/or snorkelling program, I hereby release and absolve Dancing Wind Liveboard or its partners, its agents, employees and invitees from any and all damages resulting from death or personal injuries, including loss of services, which I may sustain on account of, arising from, or in connection with the aforementioned diving program or the ownership, maintenance, use or operation of any automobile, ship, boat, water sport equipment or otherwise.

· That if I lose or damage snorkelling or diving equipment rental, other equipment and stuff on our property ex. linen, bath/ diving towel, Etc. it would be my own responsibility and agree to charge by term & condition of company.

· I further understand that remoteness of destination, local custom and/or prevailing weather conditions may cause minor inconvenience or modification to the diving portions of the tour, and Dancing Wind Liveboard or its partners reserve the right to modify and/or cancel diving arrangements due to unfavourable weather conditions and/or technical difficulties at any time.

· I also agree to pay compensation at full current market value to Dancing Wind Liveboard or its partners for any and all damage or loss of property and equipment belonging to Dancing Wind Liveboard or its partners resulting from abuse or negligence on my part. This liability waiver is all subject to the terms and conditions above, which have been read, understood and unconditionally agreed to. · I further agree to strictly observe and comply with additional reasonable terms and regulations Dancing Wind Liveboard or any of its employees may deem desirable or needful to prescribe during the course of any diving tour.

We strongly recommend to our guests that they purchase a fully comprehensive travel insurance package that covers; accidents, medical assistance, baggage, trip cancellation and interruption, personal liability and effects, when a reservation is made. All guests should ensure they have appropriate insurance to cover the activities they will be undertaking during their trip, regardless of risk. Please be advised that if guests choose not to carry travel insurance, Dancing Wind Liveboard will not be held responsible for any financial disappointment caused by reasons beyond our control.

RESERVATIONS AND DEPOSITS

All reservations must be made by electronic mail or online form reservation. A deposit of 40% no later than 7 days after the date the reservation is made. Payments can be made by transfer to our bank account in Indonesia. Account numbers will be provided in the corresponding invoice. Dancing Wind Liveaboard will not be responsible for any bank costs related to the transfer made by the clients for the vessel deposit or balance payment. Dancing Wind Liveaboard will automatically offer the berths to other guests if this booking fee is not received within the stated period of time.

PAYMENT OF THE BALANCE

Payment of the balance must be made 60 days prior to the departure date. If full payment of the balance is not received by this date, Dancing Wind Liveaboard can cancel the booking and enforce the cancellation policy as set out in the Cancellation Policy below.

SHORT NOTICE BOOKINGS

Full payment must be made at the time of booking if the reservation is made less than 60 days prior to departure.

CANCELLATION FEE POLICY INDIVIDUAL BOOKING & CHARTER

- More than 150 days, 10% of the vessel price cancellation fees applies.
- 149 to 60 days prior to departure, 30 % of the vessel price cancellation fee applies.
- 59 days or less prior to departure 100% of the vessel price.

BANK ACCOUNT

PT. BORNEO ONE VENTURES
Bank Rakyat Indonesia (IDR)
Swift Code : BRINIDJA
Account Number : 0225 01 001 999 307

BLUEWATER LEISURE PTE LTD
Oversea-Chinese Banking Corporation Limited (USDO)
Swift Code : OCBCSGSG
Account Number : 5033 07 5893 01

SUBSTITUTE GUESTS

If for any reason a guest cannot make a trip that has already been booked, then the reservation can be transferred to another person. The new guest will be subject to the contract conditions of Dancing Wind Liveaboard. Guest substitution will be allowed up to 3 days, or less depending on the vessel, prior to the day of departure. Dancing Wind Liveaboard takes no responsibility for changes to any bookings not made by Dancing Wind Liveaboard on behalf of the guest (i.e. air tickets, hotel reservation etc.).

IN CASE A GUEST DOESN'T SHOW UP AT THE MEETING POINT BEFORE THE VESSEL DEPARTURE

If a guest doesn't show up at the meeting point (airport, harbour, boat, etc...), Dancing Wind Liveboard staff will wait for him up to 2 hours if informed or as much as possible (according to the departure time foreseen and the other guests expectations) if not. In both cases, Dancing Wind Liveboard cannot be held responsible. The "no show" of the guest is then considered as a last minute cancellation. The guest can't expect any refund from Dancing Wind Liveboard.

CHANGES BEFORE CONCLUSION OF THE CONTRACT

Dancing Wind Liveboard 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, Dancing Wind Liveboard 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 Dancing Wind Liveboard.

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:

- Increases in transportation costs (including fuel costs) Increases in state taxes and duties (i.e. embarkation/disembarkation fees, sales taxes etc.) Currency fluctuations.
- Dancing Wind Liveboard reserves the right to raise the agreed price up to 21 days prior to departure.

ITINERARY AND SERVICE CHANGES AFTER BOOKING AND BEFORE DEPARTURE

Dancing Wind Liveboard reserves the right to change the itinerary and particular services if required due to unforeseen or unavoidable circumstances. Dancing Wind Liveboard will make every effort to offer equivalent alternatives of a comparable standard. Dancing Wind Liveboard will inform the agent or individual client of such changes at the earliest possible date and the effect they will have on price.

FORCE MAJEURE AND UNPREDICTABLE ACTS OF MAN

Dancing Wind Liveboard 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, Dancing Wind Liveboard will advise you at the earliest possible date.

TRIP CANCELLATION BY Dancing Wind LIVEBOARD FOR OTHER REASONS

Dancing Wind Liveboard reserves the right to cancel a trip for other reasons that are unavoidable and will inform the customer at the earliest possible date. We shall arrange replacement vessel as an alternative solution based on the price which being paid to us. If we fail to provide the replacement as conduct, we will full refund the payment we have received.

CHANGES TO THE ITINERARY AND SERVICES

Dancing Wind Liveboard reserves the right, if necessary, to change an itinerary during a trip (i.e. due to weather conditions etc.). There will be no refund for unused services, also if by any means of condition beyond our control that resulting skip/cancel any program or services during trip.

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Sign up this agreement before trip.

COMPLAINTS

Shortcomings in our services during the vessel are to be reported immediately to our tour leader / cruise director on board. If possible, the cruise director will try to find an appropriate solution. When the complaint cannot be solved aboard, the operating office Dancing Wind Liveboard should be notified in writing no later than 14 days after disembarkation. Dancing Wind Liveboard will settle the dispute to the best of her abilities within 2 weeks after receiving the complaint.

WAIVER

In entering into this agreement, I am not relying on any oral, written, or visual representations or statements by Dancing Wind Liveboard or its staff or any other inducement or coercion to go on the adventure trip, hence, only of my own free will.

Best Regards,

PT. BORNEO ONE VENTURES
Dancing Wind Liveboard