

## **Lotus Liveboards Indonesia Terms and Conditions**

**We appreciate your interest in booking a reservation with Lotus Liveboards Indonesia (LLI), brought to you by Azul Komodo. 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 snorkeling program organized and conducted by Lotus Liveboards Indonesia or its partners/ affiliates, is predicated on my assurance that I am physically fit to engage in ocean scuba diving. I have had or will receive sufficient training in scuba diving and agree to abide by my diving license. I fully understand the risk of ocean diving, of living and traveling on board a ship, and the inherent dangers which may arise from forces of nature. I am prepared to assume such risks.
- In order to permit Lotus Liveboards or its partners to accept me as a member of the aforementioned diving and/or snorkeling program, I hereby release and absolve Lotus Liveboards Indonesia 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.
- If I lose or damage diving/snorkeling equipment rental, or other equipment including but not limited to linen, bath/ diving towel, etc. I am responsible and agree to charges incurred by terms & conditions of company.
- I further understand that remoteness of destination, local customs and/or prevailing weather conditions may cause minor inconveniences or modification to the diving portions of the tour, and Lotus Liveboards Indonesia or its partners/ affiliates reserve the right to modify and/or cancel diving arrangements due to unfavorable weather conditions and/or technical difficulties at any time. Safety of guests comes first.
- I also agree to pay compensation (at full current market value) to Lotus Liveboards Indonesia or its partners for all damage or loss of property and equipment belonging to LLI or its partners resulting from abuse or negligence on my part. This liability waiver is subject to the terms and conditions above, which have been read, understood and unconditionally agreed.
- I further agree to strictly observe and comply with additional reasonable terms and regulations Lotus Liveboards or any of its employees may deem desirable or needful to prescribe during any diving tour.

### ***Travel /Dive Insurance***

We strongly recommend to all our guests that they purchase a fully comprehensive travel insurance package that covers; accidents, medical assistance and evacuation insurance, baggage, trip cancellation and interruption, personal liability and effects, when a reservation is made.

### ***Dive Insurance is Mandatory***

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 or dive insurance, Lotus Liveboards Indonesia or its partners/affiliates will not be held responsible for any financial disappointment caused by reasons beyond our control.

### ***Services Included***

The services provided are based on descriptions in our travel brochures and advertisements. Special requests are only valid if confirmed in writing by your booking agency. Unless otherwise specified, Lotus Liveboards Indonesia services commence from the hotel or airport at the designated point of embarkation. You are responsible for arranging and arriving punctually at these departure points.

- Accommodations on board in a single, double, or twin cabin with private shower, toilet, and air conditioning.
- 2 to 3 guided dives per day (including one dawn or night dive, subject to conditions at the dive site or anchorage). Missed dives do not qualify for reimbursement
- All-inclusive meal service on board, including beverages (excluding canned and bottled drinks).

### ***Services Not Included***

- Fuel surcharges and harbor taxes (as specified in advertisements)
- All canned, bottled, or packaged beverages
- Alcoholic beverages including beer, wine, and spirits
- Diving lessons
- Rental of 15L tanks
- Rental of diving equipment
- Purchase of merchandise and souvenirs on board
- Tips for the crew
- Charges for excess luggage (on both international and domestic flights)
- Dive and travel insurance (e.g., DAN, Travel Guard, etc.), as well as medical insurance
- Other paid services and items available on board.
- National marine park fees and other local fees. These fees are subject to change and must be paid before the trip begins, preferably in local currency.

### ***Reservations and deposit***

All reservations must be made by electronic mail or online form reservation. A deposit is required no later than 7 days after the date the reservation is made. Payments can be made by transfer to company bank account in Indonesia, Wise, or Flywire. Account numbers will be provided in the corresponding invoice. Lotus Liveboards Indonesia will not be responsible for any bank costs related to the transfer made by the clients for the vessel deposit or balance payment. Lotus Liveboards Indonesia will automatically offer the cabins to other guests if this booking fee is not received within the stated period.

### **Individual bookings (FIT)**

- A 30% deposit is required at time of booking to confirm cabin(s).
- Full payment is due 60 days prior to embarkation date.

### **Groups and charters**

- A 20% deposit is required at time of booking to confirm cabin(s).
- A 50% deposit is required 180 days prior to embarkation date.
- Full payment is due 60 days prior to embarkation date.

### ***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, Lotus Liveboards Indonesia 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. If the full payment of the balance is not received on time (60 days before cruise departure) then Blue Lotus Liveboard can cancel the booking and enforce the cancellation policy as set out.

### ***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 confirmed vessel price.

### ***Cancellation by LLI***

- Cancellation Due to Customer Behavior  
Lotus Liveboards Indonesia reserves the right to cancel your trip if your behavior or failure to meet obligations justifies such action. In this case, any payments made will be refunded. No further claims will be accepted.
- Cancellation fees, as per Section booking Modifications, remain applicable.
- Minimum Group Size Not Met  
Each trip requires a minimum of four (4) participants. If this number is not met, Lotus Liveboards Indonesia may, on rare occasions, provide suitable alternative trip, trip credit, or cancel the trip up to three (3) weeks prior to departure.
- Cancellation for Other Reasons

Lotus Liveboards Indonesia may also cancel a trip for other significant reasons. In such cases, Your Rights Following Significant Changes:

- If changes to your itinerary or services result in major modifications or a price increase of more than 10%, you have the following rights:
  - Accept the revised terms
  - Cancel the booking in writing within five (5) days of receiving notice, with a full refund of payments made
  - If no response is received within five (5) days, Lotus Liveboards Indonesia will consider the changes accepted (proof of notice within this timeframe will suffice).
- **Cancellation Compensation:**  
If a trip is canceled due to insufficient participants or other valid reasons and a suitable alternative package cannot be offered, full refund for monies paid will be provided

### ***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 Lotus Liveboards Indonesia. Guest substitution will be allowed up to 3 days, or less depending on the vessel, prior to the day of departure. Lotus Liveboards Indonesia takes no responsibility for changes to any bookings not made by Lotus Liveboards Indonesia 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, harbor, boat, etc...), Lotus Liveboards staff will wait up to 2 hours if informed of delays, or as much as possible (according to the departure time and the other guests' expectations). In both cases, Lotus Liveboards Indonesia cannot be held responsible. The "no show" policy of the guest is then considered as a last-minute cancellation. No refund will be provided.

### ***Changes before conclusion of the contract***

Lotus Liveboards 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, Lotus Liveboards Indonesia 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 Lotus Liveboards Indonesia.

### ***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.
- Lotus Liveboards Indonesia reserves the right to raise the agreed price up to

21 days prior to departure.

***Itinerary and service changes after booking and before departure***

Lotus Liveboards Indonesia reserves the right to make minor changes to the itinerary or services, provided that the essential characteristics of the trip remain unaffected, if required due to unforeseen or unavoidable circumstances.

Lotus Liveboards Indonesia will make every effort to offer equivalent alternatives of a comparable standard. Lotus Liveboards Indonesia will inform the agent or individual client of such changes as soon as possible, and any effect upon price.

***Force majeure and unpredictable acts of humanity/nature***

When a delay or failure to perform is caused or results from causes beyond the reasonable control of the affected party including but not limited to natural disaster, act of war or terrorism, riots, governmental action, epidemic or pandemic and ensuing governmental actions, Lotus Liveboards Indonesia and Guest will attempt to seek a mutually acceptable resolution.

***Damages resulting from personal injury, illness, or death***

Damages resulting from personal injuries, illness, 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, a common carrier or any other conveyance used in carrying out these trips. Lotus Liveboards Indonesia 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 Lotus Liveboards Indonesia.

Lotus Liveboards Indonesia shall not be responsible for any injury to a 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 onboard or onshore, which results in costs for evacuation, use of aircraft, or repatriation, the responsibility for payment of these costs belongs solely to the passenger.

***Loss or damage to personal belongings***

Lotus Liveboards Indonesia does not take any responsibility for loss or damage to guests' personal belongings that are due to Force Majeure causes.

***Trip cancellation by Lotus Liveboards Indonesia for other reasons***

Lotus Liveboards Indonesia reserves the right to cancel a trip for other reasons that are unavoidable and will inform the customer as soon as possible. We shall arrange replacement vessel as an alternative solution based on the price paid to us. If we fail to provide the replacement as conduct, we will fully refund the payment we have received.

### ***Changes to the itinerary and services***

As previously stated, Lotus Liveboards Indonesia 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, but all efforts will be made to offer comparable activities without compromising safety.

### ***Liability release and assumption of risk assessment***

This agreement must be signed before the 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 for Lotus Liveboards Indonesia shall be notified in writing no later than 14 days after disembarkation. Lotus Liveboards Indonesia will settle the dispute to the best of our abilities within 2 weeks after receiving complaint.

- Lotus Liveboards Indonesia reserves the right to modify the program or individual services for legally permissible reasons, provided such changes do not significantly alter the overall nature or character of the trip.
- If trip does not conform to the agreed terms of your booking contract or you suffer personal loss or damage, you are responsible for submitting a complaint to Lotus Liveboards Indonesia representatives, your booking agency, or the local service provider on the day of your return or as soon as reasonably possible. You must also request appropriate compensation at that time.
- The booking agency, Lotus Liveboards representatives, or service provider will make reasonable efforts to address your complaint in a timely manner. If no remedy is provided within a reasonable period during the trip, you are required to submit your complaint in writing to Lotus Liveboards Indonesia, your booking agency, or the service provider. Please note that these parties are not authorized to accept or confirm any claims for compensation on behalf of Lotus Liveboards Indonesia.
- Self-Help Remedy: If no adequate resolution is provided within a reasonable timeframe during the trip and the issue results in significant inconvenience or damage, you may take reasonable measures to resolve the matter yourself. Lotus Liveboards Indonesia will reimburse you for costs incurred, provided they are in line with the originally booked travel arrangements (e.g., hotel category, transportation standard), and are supported by receipts. Written confirmation of the issue must be obtained at the time of the incident.
- Submitting Compensation Claims to Lotus Liveboards Indonesia to assert your claim for non-performance or non-reimbursement: you must submit a detailed written complaint to Lotus Liveboards no later than 14 days after the end of



your trip. Supporting evidence must be attached and the complaint should also be submitted to your booking agency, Lotus Liveboards Indonesia representative, or the service provider.

- **Forfeiture of Claims:** Failure to comply with the reporting requirements will result in forfeiture of your right to any compensation, including self-help reimbursement, price reductions, contract cancellations, or refunds. Similarly, your right to claim compensation will lapse if the complaint is not submitted within 14 days following the end of your trip.

***Guest starts the trip but not able to finish it***

If you are unable to participate in the trip—or parts of it—due to delays in arrival, no refund will be issued. Costs for special transport arrangements or diving gear rentals remain your responsibility. In the event you must cut your trip short, no refund of the travel arrangement price is possible. However, in emergencies (e.g., illness, accident, family emergencies), Lotus Liveboards Indonesia tour guide, local representative, or service provider will assist you in arranging an early return. All associated costs are your responsibility. We strongly recommend obtaining return travel insurance, which is not included in the travel package. Further information is available upon request from your booking agency.

***Waiver***

In entering into this agreement, I am not relying on any oral, written, or visual representations or statements by Lotus Liveboards Indonesia, or its staff or any other inducement or coercion to go on the adventure trip. I enter into this agreement only of my own free will. I am of sound mind and body and am fully capable of making this decision on my own volition.

***Best Regards***

**PT Lotus Liveboards Indonesia**

KLM Blue Lotus  
Brought to you by Azul Komodo

2025V1 - LLI