

Pacific High

HUMANS & THE SEA

BOOKING AGREEMENT
PRICING
TERMS & CONDITIONS

SENJA

These prices are valid with immediate effect for charters in 2024



SENJA

To Komodo, Raja Ampat & other Remote Areas

RATE

Price per night \$ 4,615 / night + 11% Tax

10% ADDITIONAL SURCHARGE FOR CHRISTMAS & NEW YEAR

Charter Cruise Price: \$ 5,075 / night + 11% Tax

All onboard purchases are also subject to 11% Tax

DESTINATIONS

June to September - Komodo & Bali

October - Banda Sea

November to April - Raja Ampat

INCLUSIONS & EXCLUSIONS

INCLUSIONS FOR ALL CHARTERS

Marine Park, Harbour and Community fees

Full board with fusion food, including 3 gourmet meals per day & additional snacks, soft drinks & fresh juices, freshly ground coffee and a selection of teas & herbal infusions

Room and beach towels

Sustainable toiletries and amenities

Snorkelling excursions

Shore excursions & island expeditions

Excursion dives for certified divers including Enriched Air (Nitrox)

Scuba diving & snorkeling gear,

Massages,

Domestic airport VIP Fast-Track (available in Komodo only)

Land or Sea transfers from/to Airport - Yacht - Airport or hotel if similar distance

EXCLUSIONS FOR ALL CHARTERS

International and domestic flights & airport tax if any

Dive insurance (mandatory for scuba divers)

Travel insurance (recommended)

Alcoholic beverages

Crew gratuities at your discretion - Indonesian standards is 5% to 10% of the amount of the Charter

Dive courses and certifications – **To be discussed and approved by Pacific High before the Charter starts** (prices below)

Procurement of goods outside of the standard menus and availabilities including any special foods (eg. Halal foods, special diet food, special wines and spirits)

Anything not listed in the Inclusions mentioned above.

| | |
|--|---|
| Introductory dives or Padi Bubble Maker (Minimum 8 years old) | 1 free introductory dive course / person / charter, Additional dive for 1 person: \$ 70 / dive |
| Padi Open Water Course <i>Theory and confined water exercises must be done beforehand</i> <i>Includes 4 open water dives and certifying credit</i> | For 1 person: \$ 230 For 2 persons & more: \$ 205 / person |
| Padi Advanced Open Water course <i>Theory and confined water exercises must be done beforehand</i> <i>Includes 5 open water dives and certifying credit</i> | For 1 person: \$ 185 For 2 persons & more: \$ 160 / person |

TERMS & CONDITIONS

CRUISE TYPE

Private Charter Cruise: exclusive yacht rental with personalized itineraries, luxury amenities, and a professional crew for a tailored, private, and flexible experience

SENJA CAPACITY

Maximum occupancy: 4 persons
 1 master cabin with double bed (200 x 200 cm) for 2 persons
 1 additional cabin (with 2 single beds 90 x 200 cm, convertible to a double bed)
 Cabins have A/C and en-suite bathrooms

SPECIAL REQUEST/ ORDER

Pacific High requires a minimum notice of 30 days before departure to accommodate special requests and fulfill orders from guests. Requests received beyond this timeframe may not be guaranteed for delivery.

MINIMUM DURATION & RELOCATION POLICY

| Destination | Minimum of nights | Relocation fee |
|--|-------------------|--|
| Raja Ampat North & Central <i>With pick-up and drop off in Sorong Harbour</i> | 5 nights | N/A |
| Raja Ampat South & Central <i>With pick-up and drop off in Sorong Harbour</i> | 9 nights | N/A |
| Raja Ampat North, South & Central <i>With pick-up and drop off in Sorong Harbour</i> | 11 nights | N/A |
| Raja Ampat South only <i>With pick-up and drop off in Sorong Harbour</i> | 6 nights | N/A |
| Raja Ampat North & Central <i>With pick-up <u>or</u> drop off in Raja Ampat Central resort</i> | 6 nights | ½ night relocation fee * Relocation fee waived for Charters above 10 nights |
| <i>Please note that for Charters in Raja Ampat including either Christmas or New Year (18th December - January 4th), the minimum duration is 7 nights</i> | | |
| Komodo & Surroundings <i>With pick-up and drop off in Labuan Bajo</i> | 3 nights | N/A |
| Komodo & Sumbawa <i>With pick-up and drop-off in Labuan Bajo</i> | 10 nights | N/A |
| Komodo & Sumbawa <i>With pick-up <u>or</u> drop-off in Sumbawa Besar (May / June / September)</i> | 8 nights | 1 night relocation fee * |
| Komodo & Sumbawa <i>With pick up <u>or</u> drop-off in Sumbawa Besar (1st - 15th July)</i> | 10 nights | 2 nights relocation fee * |
| Komodo, Sumbawa & Lombok <i>With pick up <u>or</u> drop off in Lombok (May / June / September only)</i> | 12 nights | 2 nights relocation fee * |
| <i>Please note that no relocation to Sumbawa Besar or Lombok will be allowed between July 15th and August 31st due to adverse weather conditions</i> | | |
| * All relocation fees are non-commissionable and are based on the nightly rate of the boat as per the invoice All relocations must be discussed during the booking process to accommodate time for the relocation before/after the Charter. | | |

PAYMENT TERMS

1. **Reservation** cannot be held without confirmation in writing by the guest. Therefore, any booking made by phone/whatsapp are temporary and will be cancelled if not confirmed in writing via email within 48 hours. Pacific High will issue an invoice once the booking is confirmed. A proforma invoice can be sent if required in order to help to confirm the booking.
2. **Payment terms:** to guarantee the booking, payments must be received within the payment terms below:
For bookings done 60 days before the Charter Departure Date: 40% deposit of the total amount of the charter is due within 7 days of the Invoice Date. Balance payment is to be settled 60 days before the departure date.
For bookings done less than 60 days before the Charter Departure Date: the full amount of the charter sold has to be settled within 7 days of the Invoice Date. If Pacific High does not receive the payment in time, Pacific High retains the right to cancel the booking and resell the dates.
3. **Payment and bank details**
Please refer to the terms on the proforma / invoice.
4. **Additional Charges** can be paid on board, before the end of the Charter, in cash, by bank transfer or credit card, and are subject to the currency rate approved by the Cruise Director.
If paid by credit card, a 2% processing fee will be applied.
If paid by bank transfer, the guests bear the bank fees. If the amount due has not been received before disembarkation time, 1% penalty fee per day of delay may apply.

CANCELLATION POLICY

1. **Cancellation from the client side more than 60 days before the departure date:** 40 % of the deposit will be retained as cancellation fee.
The charter can be rescheduled to a different date if the request is made **at least 60 days before the scheduled departure.** In these instances, a rescheduling fee equal to 50% of the total charter fee, plus a price adjustment to account for any changes in charter rates between the original and rescheduled dates, will be imposed. Payment for these fees should be made on a pro-rata basis, following the payment terms specified in the original invoice.
2. **Cancellation from the client side less than 60 days before the departure date:** 100 % of the deposit will be retained as cancellation fee.
3. **Cancellation from Pacific High:** If Pacific High is unable to deliver services specified in booking due to operational failures, alternative arrangements of equal or superior quality will be offered or full refund of the charter fee. The guest may be charged for partially provided services. In case Pacific High is permanently unable to deliver services specified in the booking due to circumstances beyond control, such as natural disasters, war, riots etc., the Legal Code Indonesia applies. Each will be considered according to its merit in order to find a commercially responsible solution for all parts.

Cancellations by Pacific High or the client are to be in writing via email and acknowledged by both parties.

CHECK IN / CHECK OUT TIME

Check-in / Check-out from 6am to 11am on the start and end dates of the Charter. Please communicate with us or your agent, in advance, any information related to your arrival / departure / hotel in the Passenger Form.

LIABILITY

Boating, Cruising, Diving, Sailing, Swimming, Snorkelling and other activities undertaken while cruising with us with the highest standards of safety may still involve serious injury or even the loss of life. The user of our services understands and acknowledges both. In the absence of any negligence or breach of duty by the crew, your participation in this snorkelling or scuba diving trip is entirely at your own risk.

Dive insurance is mandatory for scuba divers. We also strongly advise you to have adequate personal travel and baggage insurance to cover any eventuality, including charges arising should you have to cancel your holiday plans. Furthermore, Pacific High 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.

Please check your travel insurance policy for your diving needs.

Our suggestion for travel insurance: chapkadirect.com or worldnomads.com, safetywings.com.

Our suggestion for diving insurance: DAN (Divers Alert Network) Insurance

DISABILITIES

By sending a deposit, the guest certifies that the guest(s) do(es) not have any mental, physical or other condition or disability that would create a hazard for him/her or other guests. Pacific High reserves the right to cancel or withdraw any person as a member of the tour at any time.

ITINERARIES

Please note, the discussed itineraries are samples, and daily plans may change due to weather, sea conditions, anchorage availability, regulations, or other factors. While efforts will be made to adhere to the schedule, adjustments may occur to accommodate local events or address unforeseen circumstances. Pacific High will only refund the difference between the agreed tour price and the services provided only if the trip duration is significantly impacted.

PRICES

See above and all details on the proforma invoice or on the invoice sent as attachment to this document upon booking. Pacific High has the right to increase prices due to unforeseeable circumstances such as extreme Governmental fee changes or extreme price fluctuation in fuel (diesel and petrol).

DELIVERY

Pacific High agrees to deliver the yacht at the port of boarding in full commission and in proper working order, having all licenses required for any jurisdiction within the area of cruise, outfitted as a boat of her size, type and accommodations, with full equipment inclusive of that required by law. We further agree to allow demurrage pro rata to the customer for any delay in delivery, unless caused by Force Majeure. Should it be impossible for Pacific High to make delivery within 24 hours or to find a suitable replacement vessel, after the start of the Charter period (for any reason other than Force Majeure), the customer may cancel or reschedule this agreement. Deposits paid in advance shall be returned, in full by Pacific High to the customer within 7 days without further liability to Pacific High.

FORCE MAJEURE

Force Majeure is defined as any cause attributed to Acts of God, accidents, natural disaster, weather or other occurrences beyond the reasonable control of Pacific High and not caused by Pacific High negligence. No warranty is made as to the suitability of weather with respect to the charter. If a Named Storm threatens or is forecast to threaten the expected location of the Charter as determined by the Captain of Cruise Director in his/her sole discretion, the Captain of Cruise Director shall have the option of terminating or cancelling the charter any time that he/she deems necessary. No refund is provided for cancellation due to Force Majeure.

COMPLAINTS

Shortcomings in our services during the Charter are to be reported immediately to our Cruise Director on board and a note shall be taken of the time, date, and nature of the complaint. When possible, the Cruise Director will try to find an appropriate solution. When the complaint cannot be solved on board, Pacific High will settle the dispute to the best of our ability within 6 weeks after receiving the complaints in writing via email.

PASSENGERS INFORMATION

Pacific High collects guests' personal information in order to deliver the higher quality of services including diving services and to comply with applicable privacy legislation. A guest form will be sent to the Guests' Leader / all guests by Pacific high or the Agent, in order to collect information that is necessary to organize the Charter and comply with local regulations. Pacific High should receive all guests forms and details 1 month before the Charter departure date, along with the copies of passports, dive certification and diving insurance proof. .

CONFIDENTIALITY POLICY

Our guests' privacy is important to us. The information provided on this form, including personal details and any other sensitive data, will be treated with the utmost confidentiality. We are committed to safeguarding your information and ensuring that it is used only for the intended purposes related to our guests' stay or service. Access to guests' details will be restricted to authorized personnel who require the information for official and necessary purposes. We will not disclose or share guests' information with third parties without guests' explicit consent, unless required by law. Guests' security measures are designed to prevent unauthorized access, disclosure, alteration, or destruction of guests' personal data. By submitting this form, guests' acknowledge and agree to the terms of this confidentiality policy. If there are any concerns or questions about the handling of personal information, please contact us promptly.

By signing up this document or sending the deposit, the customer understands and agrees upon all terms and conditions mentioned above, including the rates proposed on the invoice

Yann Martinie,
Director
Pacific High Indonesia

Signature:



Name of Charter Leader :

Company (if any):

Title (if any):

Date:

Signature:

Name of Agent:

Company:

Date:

Signature: