

# The Booking Terms & Conditions

Updated on 7 December 2023

These are the Terms and Conditions under which Solitude Resorts products are made available for sales through Solitude World Pte Ltd (STB-TA03389). Once you make a payment towards your cruise, you and your booking(s) become bound by these Booking Terms & Conditions, so it is important that you read them carefully. Please refer to any supplementary clauses appended at the end of this document, if any.

**Unless otherwise stated, the following are the definitions used in sales, reservation and travel for Solitude Liveboards, i.e. Solitude One, Solitude Adventurer, Solitude Gaia.**

Term	Explanation
Solitude World Pte Ltd	The management (including sales & marketing) and holding company of Solitude Liveboards & Resort – the brand. A Singapore incorporated company with registered Travel Agency License TA03389.
PT Mega Adventure Indonesia	The operation management and owner of KM Mega Adventurer.
Megayacht Charters Pte Ltd	The Principal Owner of KM Mega Adventurer and of which all booking sales made shall be invoiced from.
Solitude	Solitude Liveboards & Resorts Solitude World Pte Ltd's directors, management, property owners, property staff, vessel owners, vessel crew, vendors, suppliers, associate companies and subsidiaries.
Cabin	Guest accommodation (room) on board.
Guest(s), You, Your	Solitude's prospective and/or actual clients who will/are undertaking the services rendered by Solitude.
3 <sup>rd</sup> person sharing / Triple Sharing	A 3 <sup>rd</sup> person sharing option is when 3 guests share one cabin with his or her own bed.
Twin Sharing	2 Single Beds in one cabin.
King Sharing	1 King Bed in one cabin.
Open-Sharing	Single person not on cabin single-supplement who is open to sharing with another person.
Liveboard	The vessel which is operated provided by Solitude as the carrier on which you travel and/or any substituted ship.
Cruise	The liveboard's scheduled itinerary including embarkation (departure) date and port to disembarkation (arrival) date and port, in-water activities, underwater activities, food, beverages, facilities and water transportation provided by us.
Cruise Fare	The total amount paid, excluding Optional Facilities and Services Fees, in exchange for the Cruise.
Enquiry/Inquiry	An enquiry/inquiry is made when a party submits a question on availability for a specific cruise number/date for booking.
Reservation/Booking	A reservation/booking is made when an enquiry for availability is positive. An invoice will be raised for the reservation/booking and send to enquirer for payment. However, it is not a confirmation of acceptance of the reservation/booking by Solitude until full payment is received...
Confirmation of Service Exchange	A confirmation of service exchange will be issued to the enquirer once full payment is received for the reservation/booking.

Enquiries/Inquiries can be accepted by verbal or written method of communications. However, Reservations/Bookings are given in writing only and the enquirer will receive an invoice requesting for payment to confirm the reservation/booking. Once full payment is received, a Confirmation of Service Exchange Voucher will be issued.

## FUEL SURCHARGE

Solitude reserves the right to impose with 30 or more working days in advance notice a Fuel Surcharge of USD30 per Person per night of the cruise itinerary or otherwise advised on booking or charter (Payable on Board) if International Crude Barrel average price within 60 days from the cruise embarkation date is equal to USD70 or higher, OR USD50 per Person per night of the cruise itinerary or otherwise advised on booking or charter (Payable on Board) if International Crude Barrel average price within 30 days from the cruise embarkation date is equal to USD110 or higher – Reference From NasDaq Brent Crude.

# The Booking Terms & Conditions

Updated on 7 December 2023

## **PAYMENTS, CANCELLATION and AMENDMENT ANNOUNCEMENTS by YOU**

Amendments or cancellation of confirmation of Solitude service exchange must be made in writing to avoid misinterpretation and misunderstanding. Any amendment, including transferring your cruise fare already paid to another person, request to your reservation is subject to acceptance and/or availability by Solitude. If Solitude is unable to accommodate your request, the standard cancellation charges below shall apply.

Unless otherwise stated in the sales literature, the following cancellation charges will be applied to each booking confirmation

### **Deposits/Final Balance Payments Without Group Booking Incentives (Not Half or Full Charters)**

- Deposit Minimum of 10% required within 14 calendar days
- 2nd Deposit of 20% required 180 calendar days before embarkation date
- Full Balance due 61 calendar days before embarkation date

### **Deposits/Final Balance Payments with Group Booking Incentives (Group Specials, Half or Full Charters)**

- Deposit Minimum of 5% required within 14 calendar days
- 2nd Deposit of 25% required 240 calendar days before embarkation date
- Full Balance due 61 calendar days before embarkation date

All bank charges (commissions, telex fees, etc.) including the beneficiary's must be borne by you. Solitude reserves the right to refuse any guest to be provided with the cruise service including embarking the vessel if the cruise fare is not fully paid.

Solitude reserves the right to assume a cancellation is made by you on your reservation if the above payment terms for the cruise fare are not fulfilled.

Original Booking remains transferable to another person or persons (i.e. Change of Name of Guest/Passenger) **until cruise booking's embarkation date**.

### **Cancellations Announced: -**

91 Days or More before Embarkation Date – 2 options

- No cancellation fee for Booking Credit (Validity 12 months from original embarkation date), or
- 5% of booking value cancellation fee (minimum USD250) for Cash Refund.

90 days to 61 days before Embarkation Date – 2 options

- 10% cancellation fee of booking value and balance Booking Credit (Validity 12 months from original check-in date), or
- 20% cancellation fee of booking value (minimum USD500) for Cash Refund.

60 days to 31 days before Embarkation Date – 2 options

- 30% cancellation fee of booking value cancellation fee and the balance of monies received, if any, will be in the form of Booking Credit (Validity 12 months from original check-in date), or
- 50% cancellation fee of booking value for Cash Refund.

30 Days or less before Embarkation Date, including No-Show

- 100% cancellation fee – No Refunds.

Rescheduling of Original Booking to another cruise itinerary with a minimum cruise fare of the original booking within the 12 months window period from the original booking. Rescheduled bookings will also be subject to any difference in cruise fare, regardless if it is the exact same itinerary as the original booking. Rescheduled bookings will subject to the same cancellation term applied at time of rescheduling but are no longer considered eligible for any partial or full cash refund and is subject to any current additional surcharges, fees and incidentals not was not included in the original booking that was rescheduled from.

Cancellation Charges for other additional facilities and/or services that are not part of the cruise fare are subject to the provider rendering those facilities and/or services and may be 100% non-refundable.

# The Booking Terms & Conditions

Updated on 7 December 2023

**Any bank charges or third-party administration fees that may arise from any cancellation or amendment, including payments for refunds out shall be borne by the beneficiary.**

## **CRUISE ITINERARIES**

Solitude endeavours to provide the cruise as booked and paid for in accordance with our published schedules and itinerary. However, Solitude reserves the right to make any alterations to any itinerary as deemed necessary. Solitude also reserves the right to cancel the whole cruise itinerary or any part of the itinerary for any reason, including an insufficient number of participants, inclement weather, logistics, mechanical, safety considerations, etc.

## **CANCELLATION & AMENDMENTS ANNOUNCEMENTS by SOLITUDE**

Solitude and its associates act only as service providers for the transportation, accommodation, scuba diving activities, boating activities and other principal service. 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 other circumstances beyond Solitude's control.

In case where an amendment is made by Solitude to overall cruise duration, the affected cruise guests will be offered a credit or refund of the cruise fare pro-rated by the number of days reduced from which the cruise itinerary was scheduled for.

In case where a cancellation of a cruise is made, Solitude shall endeavour to provide suitable recourse which include, but not necessarily limited to, participating on another available cruise offered by Solitude, full refund of the cruise fare amount that is already to Solitude (credit for future booking or cash) to the affected cruise guests' consideration. If no recourse offered by Solitude can be accepted by the affected cruise guests, Solitude shall reserve the right to provide a full refund of the cruise fare amount that is already to Solitude in cash and consider the refunded cruise booking as cancelled.

## **TRAVEL DOCUMENTS**

You are to have a valid visa (if required) and international passport with a minimum of SIX months' validity from the date of entry to every country which Solitude operates in (which may be 2 or more countries in a single cruise itinerary) and to ensure that you have sufficient number of empty pages in your passport for immigration entry visa stamp. Solitude will not be responsible for any inconveniences and incidentals caused by your failure to undertake this responsibility (including the verification of visa requirements). If any of Solitude' guests should be refused entry into the country of the Cruise Embarkation and Disembarkation port, for any reason whatsoever, Solitude reserves the right to apply the "No-Show" cancellation policy and the affected guest(s) shall be responsible for all expenses that will be incurred due to such event, including returning home.

## **TRAVEL INSURANCE and DIVE INSURANCE**

Travel Insurance is mandatory for all guests on board Solitude's liveaboard. If you are undertaking skin and scuba diving activities, the insurance should provide coverage for scuba related injuries and international evacuations in addition to other standard travel insurance policy coverage. The insurance policy should cover international emergency evacuations, trip cancellations, baggage loss, hospitalisations, medical treatments including hyperbaric recompression, etc.

Solitude will not take any responsibility whatsoever for any expenses that may be incurred through lack of adequate or no insurance coverage undertaken by you.

## **FORCE MAJEURE (Including World Pandemic Declaration)**

Solitude will not be liable to you and/or any other parties for any delay or disruption including "no-show" caused by a Force Majeure event, whether or not such events were foreseeable. "Force Majeure Event" means any cause beyond the reasonable control of a party that could not, by any reasonable diligence, be avoided, including acts of God, acts of war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, earthquakes, tsunamis, typhoons, pandemic outbreak and/or denial of entry or delays in the course of clearing immigration, quarantine and customs of any port of entries into a country.

# The Booking Terms & Conditions

Updated on 7 December 2023

You are strongly encouraged to ensure that your choice of travel insurance policy adequately covers you for most, if not all of any Force Majeure Events. Solitude will not take any responsibility whatsoever for any expenses that may be incurred through lack of adequate or no insurance coverage undertaken by you.

## **DIVE CERTIFICATION PROOF**

All guests participating in recreational guided or unguided scuba activities must present their dive certification card and/or dive log book for verification. Solitude reserves the right to reject any dive participation or suggest a refresher course if any scuba participant is unable to perform dive skills at level deemed safe to continue participation in normal diving activities.

Solitude reserves the right to reject any participation in scuba diving activities if dive certification proof is not presented upon request.

No refunds will be granted if any guest is rejected from participating for reasons beyond the control of Solitude (i.e., failure to provide proof of dive certification/qualification or health problems) from any activities that has been prepaid.

## **DISCHARGED OF LIABILITIES AND INDEMNIFICATION**

Solitude and its associates act only as service providers for the transportation, accommodation, scuba diving activities, boating activities and other principal service. 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 other circumstances beyond Solitude's control.

All guests participating in any form of scuba and skin-diving activity (including boating, snorkelling) must sign and accept our Liability Waiver & Assumption of Risk form(s).

If neither party (Solitude, you, your client) will take any action, you agree that the courts of the Republic of Singapore shall have exclusive jurisdiction over any litigation arising from any action you bring against Solitude; to submit to the personal jurisdiction of the courts of the Republic of Singapore; and to waive any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within the Republic of Singapore for any litigation arising in connection with this Agreement.

## **GUEST ETIQUETTE AND CONSIDERATION**

Solitude, its Captains, General Managers (Cruise Directors), or any other deputized figures of authority onboard the vessels reserve the right, at their sole discretion, to disembark any guest (or confined in their cabin), in any port of call, for any reason, should they be considered a nuisance to or endanger the "quiet enjoyment" of guests onboard or if they are found to be a nuisance, threat or danger to guests, staff or otherwise hinder the safe and secure operation of the vessel or any associated land programs. Any guest(s) disembarked from the vessels are solely responsible for any costs incurred with repatriation. The full cruise fare will be considered earned and retained and no refunds or reimbursements given.

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