# The Booking Terms & Conditions

Updated on 14 December 2022

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 reservation, you 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, reservations and travel for Solitude Resorts

Term	Explanation
Solitude World Pte Ltd	The management (including sales & marketing) and holding company of Solitude Liveaboards & Resort –
	the brand. A Singapore incorporated company with registered Travel Agency License TA03389.
Solitude	Solitude Liveaboards & Resorts and Solitude World Pte. Ltd.'s directors, management, vessel owners, property owners, staff, vessel crew, associate companies, subsidiaries, vendors, suppliers
Room	Guest accommodation (room)
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 room with his or her own bed
Twin Sharing	2 Single Beds in one room
King Sharing	1 King Bed in one room
Resort	The resort or hotel which is operated and provided by Solitude as the accommodation on which you travel to and stay in
Package	A fixed itinerary with multiple services such as in-water activities, underwater activities, land activities, food, beverages, facilities and water transportation, land transportation provided by Solitude or any other provider. Any or all unused services, dives, meals included in the package cannot be refunded or exchanged, and it is non-transferable.
Enquiry/Inquiry	An enquiry/inquiry is made when a party submits a question on availability of room or services for a specific period 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.
Booking Invoice Value	The total amount of the reservation/booking for payment in accordance with the terms as stipulated
Rebooking/Rescheduling	To change the check-in and/or check-out date of an original booking
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.

#### **BOOKING/RESERVATION PAYMENTS FOR SOLITUDE RESORTS**

Unless otherwise stated in specific promotional sales literature, to confirm a reservation/booking,

For Bookings with any group special incentives, a minimum deposit of 20% of the total invoiced amount of the booking must be received by Solitude within 14 days of the date of your invoice. Remaining balance must be paid no later than 30 days before check-in date of your booking. If a reservation/booking is made in 30 days or less to the check-in date of your booking, full payment is required within 7 Days of the date of your invoice to confirm your reservation/booking.

For Bookings without any group special incentives, a minimum deposit of 15% of the total invoiced amount of the booking must be received by Solitude within 14 days of the date of your invoice. Remaining balance must be paid no later than 30 days before check-in date of your booking. If a reservation/booking is made in 30 days or less to the check-in date of your booking, full payment is required within 7 Days of the date of your invoice to confirm your reservation/booking.

All bank charges (commissions, telex fees, etc) including the beneficiary's (Solitude World Pte Ltd) must be borne by you. Solitude reserves the right to assume a cancellation is made by you on your reservation if the above payment terms are not fulfilled including partially paid bookings.

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

## Please refer to any supplementary clauses appended, if any.

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 booking 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 invoice.

Notice made in days (GMT+8) prior to Check-In	Cancellation Charges
120 Days or More	50% of deposit amount for cash refund or 0% for rebooking/rescheduling
119 Days to 31 Days	100% of deposit amount for cash refund or 50% of the deposit amount for rebooking/rescheduling
30 Days to 15 Days	50% of booking invoice total for cash refund or 25% of booking invoice total for rebooking/rescheduling
14 Days to 7 Days	75% of booking invoice total for cash refund or 50% of booking invoice total for rebooking/rescheduling
6 Days or Less	90% of booking invoice for cash refund or 75% of booking invoice total for rebooking/rescheduling
No-Show	100% of booking invoice – no refund.

The current published rates at same day of rebooking/rescheduling request is made will apply to the new booking enquiry. The new booking invoice value and must be the same or of greater value to the original booking. If the new booking is of greater value to the original booking, the difference must be paid no later than 14 days to confirm the new booking.

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

### 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's 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 liveaboards and strongly recommended for our Solitude's resorts. 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 nor obligation to pay whatsoever for any expenses that may be incurred through lack of adequate or no insurance coverage undertaken by you.



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## 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, tsunami, 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.

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, snorkeling) and/or any other water activities <u>must</u> 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 General Managers (Cruise Directors or Resort Managers), or any other deputized figures of authority on the property reserve the right, at their sole discretion, to cancel any guest's stay and/or booked services with the resort and regard them as "persona non-grata" should they be considered a nuisance, a threat or danger to guests, staff or otherwise hinder the safe and secure operation of the resort or any associated activities. All "persona non-grata" are responsible to pay in full any unpaid services that were rendered to them and are solely responsible for any other expenses incurred after having the resort services cancelled.

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