



KLM Lady Denok Terms & Conditions

KLM Lady Denok is owned and operated by PT. Bahari Bagus Indonesia and shall be governed exclusively by the laws of the Republic of Indonesia. Any contractual matters governed by the laws of foreign jurisdictions shall remain the sole responsibility of the booking agent.

KLM Lady Denok reserves the right, at its sole discretion, to amend, modify, or replace any provision of these terms and conditions at any time. Any such amendment shall become effective immediately upon publication on the KLM Lady Denok website.

Please read these Terms and Conditions carefully. Confirmation of a booking constitutes acceptance of and agreement to be bound by these Terms and Conditions.

1. Pricing

KLM Lady Denok reserves the right to amend or revise the prices and rates applicable to its trips, marine park/port fees, fuel surcharges, gear rental, and any other items offered for purchase onboard at any time. Such adjustments may be implemented in the event of fuel price increases, the addition of routes or activities, changes in governmental regulations, or other circumstances beyond KLM Lady Denok's reasonable control.

2. Reservation

2.1 Reservation for Single Traveler

Reservations may be made through an Agent or directly with KLM Lady Denok. All bookings must be submitted by electronic mail to info@ladydenokliveaboard.com or via the inquiry form at <https://www.ladydenokliveaboard.com/schedule-rates/>. Reservation requests must specify the cruise name, trip date or requested date, full names of all passengers, number of berths required, and any special requirements. All prices published on the website are quoted as cash prices and shall apply where payment is made by bank transfer.

All rates are quoted in United States Dollars (USD) and are based on shared occupancy of two (2) guests per cabin (two berths) with a private shower and toilet. Single cabins (two available) may be booked subject to availability. If single cabins are unavailable and a guest elects sole occupancy of a double/twin cabin or the master cabin, a supplemental charge equal to fifty percent (50%) of the applicable cabin rate shall be imposed.

Departure of the vessel is contingent upon receipt of bookings from a minimum of four (4) adult passengers. Should the minimum not be met, KLM Lady Denok shall notify the booking agent no later than sixty (60) days prior to the scheduled departure and shall refund all monies paid. Except for such refund, no further claims or liabilities may be asserted against KLM Lady Denok.

2.2 Reservation for Children

Children aged five (5) years and above are permitted aboard KLM Lady Denok. During the cruise, whether onboard, ashore, or in the water, children shall remain the sole and total responsibility of their parents or guardians. Parents/guardians are required to ensure that their children comply with all safety procedures and safety briefings and do not disturb other passengers or impede the management or operation of the cruise. No member of the crew shall bear responsibility for supervising children; parents/guardians shall be fully liable for the conduct of their children.

Children aged five (5) through ten (10) years shall be charged fifty percent (50%) of the applicable diver rate where the child shares a cabin with two (2) parents or guardians. Where a child aged five (5) through ten (10) years shares a cabin with only one (1) parent or guardian, the child shall be charged the full non-diver rate. Children aged eleven (11) years and above shall be charged the full non-diver rate. Children aged ten (10) years or older who undertake diving activities shall be charged the full diver rate.

2.3 Passengers Substitution

Should a passenger be unable to undertake a confirmed trip, the reservation may be transferred to a substitute passenger, provided that the substitute accepts and complies with KLM Lady Denok's policies. Passenger substitutions shall be permitted no later than three (3) days prior to the scheduled departure date. KLM Lady Denok shall bear no liability for amendments, cancellations, or any other changes to bookings or reservations not arranged by KLM Lady Denok on behalf of the passenger (including, without limitation, airline tickets and hotel reservations).

2.4 No Show Passenger

In the event a passenger fails to present at the designated meeting point (including, but not limited to, airports, harbors, or vessels), KLM Lady Denok personnel shall, where notified, await arrival for a period of up to three (3) hours, or otherwise shall await as long as reasonably practicable in consideration of scheduled departure times and the expectations of other passengers. KLM Lady Denok shall bear no liability for any consequences arising from a passenger's failure to appear. Such failure to appear shall be deemed a last-minute cancellation for which no refund shall be payable by KLM Lady Denok.

3. Payment term

3.1 Payment terms for a direct-booking guest

3.1.1 A non-refundable deposit equal to thirty percent (30%) of the booking value shall be paid to the bank account specified on the invoice within seven (7) days from the invoice date. Should such deposit not be received within the prescribed period, KLM Lady Denok reserves the right to cancel the reservation and resell the berths.

3.1.2 Payment of the Balance

The outstanding balance of seventy percent (70%) of the booking price shall be paid no later than ninety-one (91) days prior to the scheduled date of cruise departure.

3.1.3 Payment for Short Notice Bookings

The outstanding balance shall be paid in full no later than ninety-one (91) days prior to the scheduled departure date. Should full payment not be received by such date, KLM Lady Denok reserves the right to cancel the reservation and to enforce the Cancellation Policy described below.

3.1.4 Payment instruction

All payments shall be made NET of all bank and transfer charges. Payments shall be effected by bank transfer to KLM Lady Denok's bank account in Indonesia, the account details for which shall be set forth on the applicable invoice. KLM Lady Denok shall not be liable for any bank charges or fees incurred by clients in connection with either the deposit or balance payments. All sums must be received by KLM Lady Denok free and clear of any bank charges.

3.1.5 Cancellation policy for a single traveler-booking

In the event of cancellation of a reservation ninety-one (91) days or more prior to the scheduled departure date, a cancellation fee equal to fifty percent (50%) of the total invoice amount shall be levied. Cancellations made ninety (90) days or less prior to the scheduled departure date shall be non-refundable.

Cancellation penalties are as follows:

- The deposit is non-refundable
- 91 days before departure: 50% of the total invoice
- 90 days or less before departure: 100% of the total invoice

Deposit is non-refundable

121 days or more before departure : penalty fee 30% from total invoice

120 to 91 days before departure : penalty fee 50% from total invoice

90 days or less before departure : 100% from the total invoice

4. Full Boat Charter

4.1 Payment term

4.1.1 A deposit equal to thirty percent (30%) of the total price shall be paid to KLM Lady Denok no later than seven (7) days from the invoice date. Should such deposit not be received within the specified period, the reservation shall be cancelled and KLM Lady Denok shall not guarantee availability for the requested cruise.

4.1.2 A second payment equal to thirty percent (30%) of the total price shall be payable to KLM Lady Denok no later than twelve (12) months prior to the date of embarkation.

4.1.3 The remaining forty percent (40%) of the total price and any additional charges must be paid to Lady Denok at least ninety-one (91) days before the embarkation date.

4.1.4 If mobilization (relocation) is required, a mobilization fee shall be added to the total cost of the cruise. The exact amount, which shall vary depending on the charter location, will be communicated to the Client prior to payment of the deposit.

4.1.5 All payments due to KLM Lady Denok must be received in full and free of any deductions, including but not limited to bank fees, bank charges, currency conversion fees, or other charges.

4.2 Cancellation Policy for Charter Bookings

- The down payment of 30% is non-refundable.
- Cancellations made between 365 and 91 days prior to departure incur a penalty of 50% of the total invoice amount.
- Cancellations made 90 days or less before departure will be charged the full invoice amount (100%).

5. Payment on-board

We accept onboard payments by credit card (Visa, Mastercard, JCB) and cash in Euros, US dollars, or IDR. Currency exchange rates are calculated on the date of payment. We do not accept personal or traveller's cheques. We cannot accept old, worn, damaged, or torn USD banknotes, nor small-denomination USD notes; accepted USD denominations are \$20, \$50, and \$100. If you have IDR, we prefer payment in Indonesian rupiah for onboard purchases.

6. Cancellation

KLM Lady Denok and its Indonesian operating company, PT Bahari Bagus Indonesia, do not offer refunds in the event of force majeure, including personal injury, aircraft delays or mechanical breakdowns, adverse weather, illness or pandemic, strikes, war, criminal acts, quarantine, acts of God, the need to return to port for another guest's immediate evacuation, or any other event beyond the Company's control.

6.1 Cancellation for Reasons Caused by the Customer

KLM Lady Denok reserves the right to cancel a booking if the customer's actions constitute justifiable cause. In such instances, KLM Lady Denok will refund any payments already made; further claims against KLM Lady Denok will not be entertained.

6.2 Cancellation by KLM Lady Denok

In the event of technical damage aboard KLM Lady Denok that prevents departure, KLM Lady Denok will provide an equivalent service on a similar vessel.

6.3 Cancellation by Guest

All guest cancellations must be submitted in writing. The effective cancellation date shall be the date on which KLM Lady Denok receives the guest's email or mailed notice.

6.4 Trip Cancellation

6.4.1 Force Majeure and Unpredictable Acts of Man

KLM Lady Denok reserves the right to modify, interrupt, or cancel a trip for reasons of force majeure or when the safety of traveling guests may be compromised. Such reasons include, but are not limited to, refusal or cancellation of navigation or landing rights, strikes, civil or international war, political or economic disturbances, terrorist threats or activity, fire, climatic, seismic or volcanic events endangering passenger safety, and pandemics.

If this occurs, KLM Lady Denok will notify you as soon as possible. In such cases, customers are not entitled to reimbursement from KLM Lady Denok. Customers who have travel insurance covering these events may file a claim directly with their insurer.

7. Damages resulting from injury, illness, death

KLM Lady Denok accepts no liability and offers no compensation for injury, death, or damage sustained by passengers during the cruise. If a medical emergency arises during the cruise—on board or ashore—that results in evacuation, air transport, or repatriation costs, the passenger is solely responsible for those expenses.

8. Loss or damage to personal belongings

KLM Lady Denok is not responsible for loss or damage to guests' personal belongings caused by force majeure (see 5.4.1).

9. Itinerary

Our itineraries are scheduled for the best times of year to visit Raja Ampat, Komodo, Alor, Forgotten Islands, and Banda, taking into account swell, wind, waves, and tidal conditions. In addition to diving, guests can enjoy land-based activities such as snorkeling, trekking, kayaking, and paddleboarding.

KLM Lady Denok has no control over natural climatic conditions, and the Indonesian weather system is notoriously unpredictable. If the captain determines that traveling to a particular area would jeopardize the safety of the vessel, crew, or passengers for any of the above reasons, the captain's decision is final. This is not intended to compromise your trip, there are many dive sites in our operating areas, and we can often avoid unfavorable weather and ocean conditions with a short change of course. Your safety is our top priority, and we strive to provide the best possible experience within our operating limits.

10. Diving

To join our diving trips, guests must hold certification from a recognized scuba agency such as SSI, CMAS, NAUI, PADI, or an equivalent. Certified divers are responsible for following the guidelines given by KLM Lady Denok's cruise guides, instructors, and cruise director, and for complying with the regulations of their certification agency. Divers may be limited or disqualified from diving on the voyage if they ignore guides' directions or fail to present their certification card or logbook.

Divers acknowledge they are responsible for possessing the technical skills and physical fitness required for scuba diving and fully accept the associated risks. If a guest lacks the competence to participate safely, or if a dive is deemed beyond their current level (for example, due to strong currents), KLM Lady Denok's guides, instructors, and cruise director may, at their discretion, refuse access to one, several, or all dives for safety reasons.

10.1. Decompression Diving

Please note that all diving conducted aboard KLM Lady Denok is strictly no-decompression diving. Guests of any certification level or experience are prohibited from performing decompression dives. This policy is for the safety of all guests and crew. Failure to comply may result in restriction from diving for the day or removal from diving for the remainder of the trip. Additionally, upon boarding the boat, each guest must have completed and returned the Enrollment and Liability forms to KLM Lady Denok.

11. General and Other Conditions

- KLM Lady Denok reserves the right to substitute a vessel of similar standard when operational requirements demand.
- Itineraries are subject to change due to sea and weather conditions, availability of anchorage, government regulations, and other factors.
- KLM Lady Denok reserve the right to revise rates and information at any time without prior notice. Terms and conditions apply.

12. Insurance

12.1 Travel Insurance

We strongly recommend all guests purchase comprehensive travel insurance when making a reservation. Coverage should include accidents, medical assistance, baggage and camera equipment, trip cancellation and interruption, personal liability, and personal effects. Guests must ensure their policy covers the activities they will undertake during the trip. If guests choose not to carry travel insurance, KLM Lady Denok cannot be held responsible for any financial losses caused by events beyond our control.

12.1.2 Diving Insurance

Travel insurance is strongly recommended. For divers, diving insurance is mandatory: all divers must carry a diving insurance policy that includes medical evacuation for the entire trip. KLM Lady Denok requires a copy of your insurance policy at least 24 hours prior to departure. The policy should cover accident treatment costs, including hyperbaric treatment and repatriation. We recommend Divers Alert Network (DAN) dive insurance and general travel insurance; DAN offers special 10-day and 30-day dive insurance packages.

13. Liability, Release, and Assumption of Risk

KLM Lady Denok cannot be held liable for, and will not be responsible for, personal injury, property damage, or wrongful death that may occur during activities arranged, booked, or performed by KLM Lady Denok. All activities carry inherent risks, which each customer must accept and account for.

KLM Lady Denok shall not be deemed negligent nor held liable for any accident, injury, loss, or damage arising from the acts or omissions of third parties. Furthermore, KLM Lady Denok disclaims all liability for loss, theft, or damage to passengers' personal effects, including but not limited to individual dive equipment, photographic and video equipment, strobes and accessories, passports, and flight tickets.

14. Customer Liability

Any intentional damage to property owned by KLM Lady Denok shall be the sole responsibility of the person(s) causing such damage. The cost of repair or replacement shall be determined exclusively and reasonably by KLM Lady Denok. Any disputes concerning the assessed values or costs of repair or replacement shall be subject exclusively to the jurisdiction of the courts of the Republic of Indonesia.

14.1. Compensation

Guests shall be liable for any rented diving equipment and for loss or damage thereto; in such event, guests shall reimburse KLM Lady Denok for the market value of the lost or damaged items. The foregoing obligation shall extend to all other property of KLM Lady Denok, including but not limited to bathroom basins, linens, and bath/diving towels. Damage resulting from guests' negligence shall be charged accordingly.

15. Obligatory Surcharges

Below are our Marine Park/Port Fees and Fuel Surcharges. If the government increases marine park or port fees or fuel prices, we will adjust these charges accordingly. We will make every effort to notify guests and agents of any revisions as soon as possible.

Cruises	Marine Park, Port Fees and Fuel Surcharges
KOMODO Bali - Labuan Bajo/reverse	USD 40/night/pax
KOMODO Labuan Bajo - Labuan Bajo	USD 40/ night/pax
ALOR Alor to Labuan Bajo/reverse	USD 45/night/pax
BANDA Maumere - Saumlaki/ reverse Ambon - Maumere/Saumlaki Sorong - Ambon/reverse	USD 390/trip/pax
TRITON BAY Kaimana – Sorong/reverse	USD 390/trip/pax
RAJA AMPAT Sorong - Sorong (Ultimate)	USD 390/trip/pax
RAJA AMPAT South & Central Raja Ampat	USD 390/trip/pax
RAJA AMPAT North & Central Raja Ampat	USD 390/trip/pax
RAJA AMPAT Central Raja Ampat	USD 390/trip/pax