

PT. Bali Sunfish Safari trading as Bali Diving

Minimum Deposit, Refund, Change, Assignment & Cancellation Policy

25% Minimum Deposit

The Bali Diving Group requires a **minimum 25%** holding deposit on all bookings for dives, diving courses and other services -sometimes a higher deposit may be required for particular dives such as Nusa Penida and Manta Point, private diving and also Dive Safaris.

Deposits can be made by Pay Pal or by Bank Transfer **between Indonesian Banks only**. For bookings requiring Hotel reservations, boat bookings or other additional third party services, a larger deposit may be requested.

This 25% deposit is due & payable at the time the booking is made (generally the deposit is required within 24 hours) or alternatively, the approval of the management of Bali Diving for an alternative arrangement.

Bookings for which no deposit is received are not confirmed bookings. The booking cannot be guaranteed until either a deposit or, alternatively, another acceptable arrangement in relation to payment of the account, is agreed.

Full Payment

Full Payment (the balance) is required no later than the day of, and immediately prior to, the provision of any services – The balance is stated in US\$, but must be made in Indonesian Rupiah IDR Indonesian Rupiah in accordance with Indonesian law. This will be calculated at the banks days prevailing exchange rate. Foreign currency can be accepted as payment if the customer does not have Rupiah.

Bali Diving also accepts payment by Pay Pal, VISA Card and Mastercard (Please note AMEX & Diners are not accepted) and a 3% surcharge will apply to credit card and PayPal payments to offset in part, the Indonesian Banking Fees.

Group Bookings

Bookings of groups of divers will be invoiced on a single invoice and no separate billing applies. The group may choose to pay separately and can be given separate receipts for these payments. Generally, formal receipts will be available for collection upon returning from the days diving.

Cancellation Policy

All cancellations must be made in writing (e mail, fax, letter or personally) and can only be made by the person who originally made the booking.

In general the following policy in relation to cancellation of bookings will apply.

(Please note that the deposit payment, cancellation & refund policy for accommodation, other subcontract service providers and dive safaris may vary and any refunds of deposits or other payments may be subject to the third party provider's cancellation policies).

Any and all refunds are granted at the sole discretion of the management of Bali Diving and will NOT be made in cash.

If any refund is granted, this will only be made to the claimant via Pay Pal.

Bali Diving staff are not authorized to give or approve refunds.
The actual amount refunded may vary subject to exchange rates, bank and/or card fees or any other costs incurred by Bali Diving.

Cancellation- General Diving Policy

Cancellation of all or part of the booking after commencement – No Refund

Cancellation of all or part of the booking within 7 days – Full refund minus the requested 25% Deposit

Cancellation of all or part of the booking with more than 7 days notice – full refund of all deposits

Withdrawing from Dive Course Training

Dive Courses are diving packages based on completion of multiple days of diving, in confirming and paying for a diving course the student declares that they:

1. Possess reasonable swimming ability (must be able to swim not less than 200 metres to be certified)
2. Are medically fit for diving
3. Understand that any course fees are not refundable – in full or in part - once the course has commenced

If the student withdraws from or cancels any part of the course - for any reason, Bali Diving may, at its absolute discretion, offer days scheduled as Ocean Diving days as “Try Scuba Diving” or “Snorkelling” experiences.

Training Materials purchased on behalf of the customer

Training materials purchased from agencies on behalf of customers cannot be returned and therefore are non-refundable

Any materials on loan to the customer must be returned prior to Bali Diving processing certification.

The course materials and certification pack provided in The Open Water, Advanced and Rescue Course has a replacement value of US\$99. Failure to return (or pay for unreturned materials - such as loan dive manuals), will result in certification being withheld.

Change Policy

Bali Diving will do its utmost to accommodate client’s requests for any changes in their diving schedule, but if these changes are requested within 7 days of the booking, some fees may apply. All requests for changing a dive booking have the effect of cancelling the existing booking and then making a new booking.

Bali Diving will, of course, try to minimize any additional costs to the client.

Cooling Off Period

The customer may cancel, adjust or amend their booking with Bali Diving at any time up to 7 days prior to commencement of diving services without penalty.

General & Medical Insurances

Bali Diving highly recommends divers take out the appropriate travel and other insurances to protect themselves from financial loss from having to cancel their diving due to medical conditions such as seasickness, general malaise, the sudden onset of flu or flu like symptoms, gastric disorders or any other sickness or illnesses which prevent them from diving.

In addition to insuring against sickness, Bali Diving also recommends clients insure against injuries and trauma sustained during their holiday as well as against any loss of deposit or course fees as a result of having to cancel their dive bookings as a result of such injuries, trauma or sickness - including, but not limited to, loss arising from the need to provide care to any other person suffering from any of the above conditions

Divers are also highly recommended to insure their personal possessions, valuables and diving equipment against potential theft or damage, as well as the potential need to cancel, change or postpone their diving for any other reasons.

Bali Diving accepts no responsibility for any losses incurred and warns divers that they should not leave money or other valuables unattended, or unsecured at any time and should bring only minimum cash and only essential items on daily dives. Valuables should not be taken onto boats and the diver accepts responsible for checking that they have everything they brought with them, prior to leaving boats, buses, dive centre etc.

Diving Insurances

Since Scuba Diving can be hazardous Divers are required to personally assume all risk for diving by completing the standard "Assumption of Risk Form" therefore it is highly recommended divers ensure they have appropriate Scuba Diving Insurance against injury whilst diving

Bali Diving offers DAN (Divers Alert Network) insurances for either 7 day or 30 day cover. This top line insurance can be purchased with your booking, or just before the days dive, at the dive store.

Bali Diving also recommends Divemasters Insurance

<http://www.divemasterinsurance.com/idec/IDEC.php> as an alternative.

Qualified Divers are expected to possess skills of at least an Open Water Diver

It is expected that a qualified diver has an adequate skill level to make the dive in which they are participating. These skills include, but are not limited to:

- Equipment Buddy Checks and self checks
- Correct Weighting & Buoyancy Checks
- Correct Assembly and Operation of SCUBA Equipment – including donning of SCUBA Equipment
- Establishing Positive Buoyancy at the surface
- Underwater Signals
- Air monitoring and out of air procedures

All divers are required to agree to, and abide by PADI's "Standard Statement of Safe Diving Practices"

Bali Diving reserves the right to prohibit divers from diving who - fail to comply with this "The Standard Statement of Safe Diving Practices" or if, in the opinion of the guide or instructor, they are under the influence of alcohol or other substances, or they present a danger to either themselves or the dive group.

No refunds apply to dives cancelled for these reasons.

Force Majeure and other impediments to providing services.

Should Bali Diving be unable to deliver the services described, due to Force Majeure, Weather, Illness, Mechanical Failure or any other reason beyond its control? Bali Diving reserves the right to assign, sub contract or otherwise let out

these services purchased by the buyer to a third party, to substitute dive sites – or to cancel these services at its absolute discretion.

If services are assigned to a third party then Bali Diving guarantees that any costs variations will be borne by Bali Diving.

If cancelled by Bali Diving, then a refund (full or partial as provided for herein) will apply.

If the diver elects not to make a dive for any reason, and the diving is not cancelled, then no refunds apply.

If Bali Diving substitutes dives and if these substituted dives are more expensive than the dive booked by the client, then Bali Diving will provide the substituted dives at the SAME price as the dive booked.

If cheaper Bali Diving will REFUND the difference.

If the diver does not wish to accept the substitution, they will be given the option of cancelling the dive with no penalty and receiving a full refund of all monies paid.