

BALI DIVING

Bali's Most Famous Dive Center

PT. Bali Sunfish Safari

Trading as Bali Diving & Air Diving Academy

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 (preferred) 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 required.

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 made.

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, which will be calculated at the days prevailing exchange rate. Bali Diving also accepts payment by Pay Pal, VISA Card and Mastercard (Please note AMEX & Diners are not accepted) and a further 3% surcharge will be levied to help offset Indonesian Banking Fees.

For Diving Safaris or any series of dives which are bundled as a single diving package, a deposit of at least 25% of the whole service or package is required at booking and the balance paid on the first day. Payment on a day by day basis will mean that Bali Diving will credit the portion of the deposit paid to each days diving and not credit the whole of the deposit to the first days diving.

www.balidiving.com

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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. 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 will be subject to the third party provider's cancellation policies).

Any refunds granted will be at the sole discretion of the management of Bali Diving and will NOT be made in cash. Any refunds will be made via Pay Pal – Bali Diving Staff are not authorized to give or approve refunds.

The amount refunded may vary and will be subject to exchange rates, bank and/or card fees or other costs incurred by Bali Diving, All miscellaneous and administrative costs incurred in accepting payment and in issuing a refund will be deducted from the amount refunded.

Administrative Cancellation Fee

Bali Diving in the event of any refund will recover its administrative costs resulting from a cancellation - in the amount of Rp175, 000.

Cancellation- General Policy (Does not apply to bookings via agents – please check with your agent)

Cancellation of all or part of the booking on the day of the event – No Refund.

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

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Cancellation of all or part of the booking within more than 7 days – Full Refund will be given, minus the administration fee.

Cancellation of all or part of the booking with more than 14 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 and are able to swim not less than 200 metres without aids
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, no refunds will be given. Bali diving may, at its absolute discretion, offer days scheduled as Ocean Diving days as "Discover Scuba Diving Experiences".

Training materials purchased from agencies on behalf of customers cannot be returned and therefore are non-refundable. If the customer is unable to be certified at the end of the diving course and this has been paid for, then this amount will be refunded.

All materials on loan must be returned to the dive center prior to Bali Diving/Air Diving Academy processing certification. Failure to return (or pay for unreturned materials - such as loan dive manuals), will result in your certification being withheld.

Course Costs – Distribution

The first day of training including, but not limited to, orientation, paperwork, enrolment, classroom diving theory sessions, swimming pool or ocean training represents 70% of the total course costs.

Each of the two ocean training days represents 15% of the total course cost.

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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 commencement of diving services, cancellation fees, administrative fees or other costs may be incurred. These costs will be passed on to the customer.

Bali Diving will, of course, try to minimize any such costs on the client's behalf.

All requests for changing a dive booking have the effect of cancelling one arrangement and then entering into a new arrangement. Provided sufficient notice is given this is no problem, but if the change is made with little or no notice, then cancellation fees WILL apply. Please refer to the Cancellation Policy for details.

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, and subject to the payment of administrative fees as per above.

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 (but not limited to) 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.

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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 items which are essential on daily dives. Valuables should not be taken onto boats and the diver is responsible for checking that they have everything they brought with them, prior to leaving boats, buses, dive center etc. Bali Diving will not be responsible for losses incurred.

Diving Insurances

Since Scuba Diving can be hazardous Divers are required to personally assume all risk for diving "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 can be purchased with your booking or at the dive store.

Bali Diving also recommends Divemasters Insurance
<http://www.divemasterinsurance.com/idec/IDEC.php>

No Refund after commencement:

Once the provision of services has commenced no refunds, full or partial will apply, except as provided for herein and any such refund is made at the absolute discretion of the management of Bali Diving.

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

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All divers are required to agree to, and abide by "The Standard Statement of Safe Diving Practices".

Bali Diving reserves the right to prohibit divers who do not comply with this "The Standard Statement of Safe Diving Practices" from diving 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.

Substitution or Assignment of dives

A number of dives, particularly boat dives, require that a minimum number of divers book, and pay a deposit, for the dive to be viable.

Bali Diving will make every effort to ensure that each trip meets the minimum bookings required to make the trip viable, however in the unlikely event that this does not happen, Bali Diving reserves the right to substitute dives. If these substituted dives are more expensive than the dive booked by the client, then Bali Diving will provide these 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 refund of all monies paid. If Bali Diving, in its absolute discretion, cancels a dive then a full or partial refund will apply depending on the circumstances.

Refund for the cancellation of a single dive or part days training on a multi dive/dive program day are limited to US\$25.

Force Majeure- and other impediments to providing service

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, Bali will refund any moneys paid, including deposits, in full.

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, no refunds apply.

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Flying after Diving Recommendations

Guests should not fly less than 18 hours after diving and generally should wait at least 24 hours after diving before flying. It is the guest's responsibility to ensure that they leave sufficient time to comply with this recommendation. When in doubt, guests should check with Bali Diving prior to confirming their booking. Once the booking is confirmed our general cancellation policy applies.



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