



Terms and Conditions

Price

As per invoice

The sailing schedule is subject to change according to availability and weather conditions.

If the Vessel is booked outside any scheduled cruising location, then a relocation fee may be payable by you in addition to the Fee ("Relocation Fee"). The cost of the Relocation Fee will be dependent on the location(s) of the charter and will be subject to your approval at the time of confirmation of booking.

Samsara Samudra, translated as the Samsara Seas, is an elegant custom-built phinisi-style yacht. She offers modern and relaxing accommodation for up to 12 guests, looked after by an experienced, professional crew of 12. Drawing inspiration from exotic areas across the Indonesian archipelago, the interior is timeless, sophisticated, and chic. The Samsara Collection understands that the ultimate luxury is time and connection and carefully curate the onboard experiences to rejuvenate the senses and encourage a re-connection with nature along with family and friends.

Rate Inclusions

- Luxury accommodation for up to 12 guests
- All gourmet meals, refreshments, and non-alcoholic beverages
- Land transfers to and from the arrival and departure airport
- National Park fees
- Guests will be thoroughly attended by our professional crew, including our Cruise director, Captain, Dive Instructor, Executive Chef, Service Crew and Engineers.
- Activities and use of all water sports equipment including scuba diving, snorkeling, stand-up paddle boards, sea kayaks and speed boat rides, and waterskiing.
- All land excursions including community visits, national park tours, trekking, island hopping, beach picnic
- Diving for certified divers

Rate Exclusions

- Alcoholic beverages
- Spa treatments and massages
- PADI dive certification courses
- Travel and dive* Insurance
- Relocation fees, where applicable (One-way trips or trips starting away from the seasonal home port).
- Crew gratuities

Samara Samudra will make all reasonable efforts to avoid unforeseen additional costs; however, quoted prices and the Fee may be increased for reasons including, but not limited to:

- Increases in transportation cost (including fuel cost);
- Increases in taxes, charges, duties or fees levied by any governmental or public authority (e.g. freight taxes, landing fees, embarkation/disembarkation fees, sales taxes, etc.);
- Currency fluctuations;
- Government, park permit and/or other third-party price increases

1) SPECIAL DIETARY REQUIREMENTS

- Additional fees and charges may be applied for the procurement of goods and services outside of standard offers i.e. kosher and other specific foods with special provision attention.

2) DIVING

- Dives are made at the diver's own risk and proof of dive certificate is mandatory
- Proof of dive insurance for all certified guests is mandatory prior to departure and at guests' expense



3) BOOKING PROCESS AND PAYMENT

- 50% non-refundable deposit payment in the period of 10 working days at which stage a booking is confirmed
- 50% payment not later than 60 days before the commencement of the sailing period

All bookings are required to be made by email and include:

- The final cruise dates for the booking;
- A final passenger count;
- Copies of passports for all Guests;
- A signed copy of these Booking Terms; and any other special requirements.

Incremental and ad hoc costs shall be payable at the time of purchase, or as soon as practicable thereafter (depending on connectivity of credit card payment facilities).

4) CANCELLATIONS

In the event of the client's cancellation of the booked accommodation due to any reason whatsoever, he/she shall be obliged to notify Samsara Samudra thereof in writing, and in respect is subject to the following charges:

- 50% of the total rental amount or non-refundable deposit will be forfeited if the cancellation is made more than 60 days before the start of the rental period.
- 75% of the total rental amount will be forfeited if the cancellation is made between 45 days and 60 days before the start of the rental period.
- 100% of the total rental amount will be forfeited if the cancellation is made between 1 and 45 days before the start of the rental period.
- Shortening of stay for any reason can be considered as a cancellation and charges may apply.
- Should the client's cancellation be caused by Force Majeure, or any objective reasons (serious damage of the vessel during prior bookings), the client shall be reimbursed by:
- A compensation vessel with the same or similar features and equipment without any delay or 100% payment will be returned in respect, thereof:
- purchase of travel insurance for protection against cancellation penalties and many other unforeseeable circumstances such as an emergency medical evacuation or any insurance for water sports, scuba diving, is mandatory
- The date of the receipt of the cancellation notice in writing shall be the basis for the settlement of the stated cancellation charges.
- If you, or an agent on the Guest's behalf, wish to alter the booking in any way, the Guest or agent are required to send a request by email to Samsara Samudra or our agent, as applicable. Any requested changes are subject to availability and prior approval by us, which may involve an increase in the price of the booking.

5) FORCE MAJEURE

In the event that Samsara Samudra is unable to perform any obligation because of a matter beyond its reasonable control including lightning, flood, exceptionally severe weather conditions, fire, disruption to the national power grid, explosion, war, civil disorder, industrial disputes, labour strike, acts of local or central government or other competent public body, or events beyond the reasonable control of Samsara Samudra's suppliers are requested, required or ordered to cease or suspend the performance of any services by any local or central government or other competent public body, Samsara Samudra shall have no liability to the Guest for that failure to perform or deliver.

6) PROHIBITED ITEMS

In no event shall any Guest bring onboard the vessel, any illegal controlled substances, drugs, fireworks, weapons, firearms, explosives or other arduous materials and/or items that are prohibited by applicable law. Samsara Samudra may deny boarding or disembark any guest in possession of any such items, at the Guest's own expense with no compensation or the refund to be paid by Samsara Samudra.



7) GUEST OBLIGATIONS

Guests are required to ensure that all persons boarding the Vessel (excluding crew) have appropriate travel insurance with a reputable provider to protect against all reasonably foreseeable risks and events and shall promptly provide a copy to us upon request at any time. You covenant and undertake that all Guests are required to:

- Study and understand all pre-departure information;
- Act in a manner considerate of the crew, fellow guests and the countries visited;
- Abide by all policies and procedures of Samsara Samudra, including the Health and Safety Policy, and the Smoking Policy (which prohibits smoking anywhere inside or below deck on board the Vessel); and
- Obey all instructions given by the Vessel's crew.
- All children are required to be under appropriate supervision by adult Guests at all times. Samsara Samudra cannot provide childcare or child supervision services unless arranged in advance and agreed to in writing by us before departure. In order to arrange childcare, Samsara Samudra requires sufficient advance notice with any additional costs to be borne by Guests, subject to cabin space.
- Guests are solely responsible for compliance with all applicable laws and regulations.

8) MEDICATION AND HEALTH CONSIDERATION

The vessel has available on board a first aid trained staff only, therefore, the Guests should be aware that any medical assistance while at sea or in port is extremely limited or not possible. In the event of illness or accident, guests may have to be landed ashore for proper medical treatment. Guests must ensure that they bring an adequate supply of any medication they require for the entire duration of the cruise.

9) SUBSTITUTION OF GUESTS

If a member of a party is prevented from travelling, the person concerned may transfer their place to a third party. Before any such transfer is effective, Guests are required to pay all costs incurred by Samsara Samudra and our suppliers in making any such substitution.

10) GUEST WARRANTIES

By paying the Booking Deposit, the undersigned Guest warrants that all Guests listed on the booking form or subsequently added to the Passenger Log (which is incorporated by reference):

- Are mentally and physically prepared for the Itinerary;
- Are aware of all risks associated with in-water activities and shipboard safety;
- Have obtained adequate insurance including dive and travel insurance and, where applicable, insurance in respect of dangerous activities.
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The undersigned Guest also acknowledges that all Guests wishing to dive:

- Are required to provide proof of diving certification; and
- May be required to provide medical certificates confirming their fitness to dive.

We reserve the right to cancel, refuse service to, or expel from the vessel any Guests displaying inappropriate behaviour, exhibiting medical issues that are a safety risk, or for any other reason, at any time, during or prior to charter.

The Guest shall indemnify Samsara Samudra against all liabilities, costs (whether internal or paid to third parties), expenses, damages and losses (including but not limited to any and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Samsara Samudra arising out of or in connection with any breach or any obligation or warranty featured in these Booking Terms (including as incorporated by reference).

SAMSARA SAMUDRA LIABILITY

We, our agents, employees, and affiliates assume no responsibility or liability whatsoever in connection with the operation or service of any aircraft, motor vehicle or boat, other conveyance, inn, lodge or hotel which may be used wholly or in part, for



services to Guests. Under no circumstances will we accept responsibility for any indirect or consequential loss whatsoever arising under or in connection with the booking. Nor do we accept responsibility for any injury, illness, death, loss (including loss of enjoyment and loss of business, profits or employment), damage, expense, cost or other claims or liability of any description whatsoever which results from:

- (i) Any fault of you or any member of your party;
- (ii) Any fault of any third party unconnected with us and the provision of the services for which you have contracted with us;
- (iii) Any Force Majeure circumstances (as described above in Clause 5) which are beyond our reasonable control. Our total liability to you in respect of all other losses arising under or in connection with the booking, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not exceed the value of your booking (including taxes and deposit), to the extent permitted under applicable law. Samsara Samudra may at any time without notice to the Guests set off any liability of the Guests to Samsara Samudra against any liability of Samsara Samudra to the Guests, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these terms. If the liabilities to be set off are expressed in different currencies, Samsara Samudra may convert either liability at a market rate of exchange for the purpose of set-off.

Any exercise by Samsara Samudra of its rights under this clause shall not limit or affect any other rights or remedies available to Samsara Samudra under these terms or otherwise.

11) GOVERNING LAW

These Booking Terms and any dispute or claim (including non- contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Indonesia.

12) JURISDICTION

Each party irrevocably agrees that the courts of Indonesia shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

By signing this agreement, the client accepts the aforementioned terms & conditions.

Manager of Samsara Samudra

Principal Guest

Name:

Name:

Date:

Date:

Signature:

Signature: