

# Dragon Dive Komodo – Terms & Conditions (Updated 2025)

Please read carefully. These Terms & Conditions apply to all bookings with Dragon Dive Komodo, including Daily Diving, Dive & Stay Packages, and Liveaboard trips.

## 1. Definitions

"The Company" refers to PMA Dragon Dive Komodo, including all affiliates, staff, guides, instructors, agents, and representatives.

## 2. Booking & Payment

### → Deposit & Balance

#### Daily Diving & Dive & Stay Packages

- 50% non-refundable deposit is required to confirm your booking.
- The balance must be paid at least 60 days prior to the start of your stay or diving activity.
- Failure to settle the balance may result in cancellation and forfeiture of the deposit.

#### Liveaboard Trips

- 25% non-refundable deposit is required to secure your spot (due at booking or at the latest 60 days before departure).
- The remaining 75% must be paid no later than 30 days before the departure date.
- Failure to settle the balance on time may result in cancellation and forfeiture of the deposit.

### → Accepted Payment Methods

- Cash (IDR, EUR, or USD) or Debit/Credit Card (Visa & Mastercard only)
- A 3% processing fee applies to all payment methods, whether cash, card, or transfer. This fee helps cover the operational costs of our booking and transaction system.
- We do not accept PayPal, Amex, or JCB.

## 3. Cancellation Policy

#### Rescheduling & Vouchers

If cancellation is unavoidable, we offer the following options subject to availability:

- Rescheduling your dive/activity, with a rescheduling fee of IDR 1,000,000 per participant.
- Issuing a voucher equal to the value of the deposit, valid for future use.
- Providing a signed travel insurance letter confirming that the customer did not participate in the activity, to support insurance refund claims.

### A. Daily Diving & Dive & Stay Packages

- All cancellations result in the loss of the 50% deposit, regardless of the notice period.
- Last-minute cancellations (less than 48 hours before the activity) are non-refundable.
- Missed dives (due to seasickness, fatigue, personal choice, or inability to complete training) are non-refundable.
- Any modification of the activity type (e.g., switching from diving to snorkeling) is considered a cancellation of the original service and is non-refundable.

⚠️ Park fees are non-refundable under any circumstances.

### B. Liveaboard Trips

- Deposit of 25% is non-refundable, regardless of the cancellation reason.
- No refund will be issued for cancellations made less than 30 days before departure.

### C. Cancellation by the Company

In case of cancellation due to weather, mechanical issues, or insufficient bookings, the client may choose between rescheduling or full refund of paid amounts.

### 4. Diving Conditions

- All divers must show valid certification (PADI, SSI, CMAS...) for non-entry-level dives.
- Non-certified divers may join Introductory Dives with an instructor.
- All guests must complete and sign Liability & Medical Forms before diving.

#### Maximum Depth Limits:

- 18m: Open Water Divers
- 30m: Advanced Open Water OR Open Water + Deep Adventure Dive
- 40m: Only with prior Deep Dive Specialty certification
- No unguided dives are allowed on any of our trips.

#### The Company reserves the right to change dive sites or cancel dives due to:

- Weather conditions
- Safety concerns
- Group experience level
- Operational logistics

### 5. Insurance & Liability

- Guests are strongly encouraged to have travel & dive insurance (DAN or equivalent).
- For Liveaboards, dive insurance is mandatory.
- The Company is not liable for loss, injury, or damage to personal property or gear.

### 6. Equipment

- All rental gear is provided in good working condition and checked before each use.
- Guests are responsible for loss, theft, or damage to any rented or included equipment.
- Any damage or loss will result in a financial compensation equal to the value of the equipment.
- Misuse of gear or failure to follow standard dive practices and safety rules is entirely at the guest's own risk.
- Personal diving equipment left on board is the sole responsibility of the guest. Dragon Dive Komodo is not liable for any loss, theft, or damage of personal items.

### 7. Accommodation & Facilities

- Rooms are cleaned daily, with sheets and towels changed every 3 days to reduce environmental impact.
- All rooms include air-conditioning, private bathroom, and night security on duty.
- Hot water is available in the showers, but we kindly ask guests to use it considerately, especially after diving, to ensure availability for everyone.
- Mini-bar drinks in Deluxe Double rooms are not included in your package and must be paid upon check-out.
- **Any damage to the room, furniture, or equipment will incur replacement or repair fees.**
- **Lost items (e.g., keys, towels, minibar utensils) must be compensated according to our replacement rates.**
- Potable water bottles are refilled daily in the rooms. Free refill stations are available around the resort to help minimize plastic use.
- Swimming pool is open from 8:00 AM to 8:00 PM. Pool towels are available upon request at the reception.
- Gym access is free for all guests. Please be mindful of noise to ensure a respectful environment for others.

## **8. Conduct & Environmental Responsibility**

- All guests are expected to behave respectfully toward fellow guests, staff, the local community, and the natural environment.
- Littering, harassment of wildlife, and damage to coral reefs are strictly prohibited.
- We are committed to protecting the marine ecosystem — please follow all dive briefings and respect protected zones.
- Any inappropriate, dangerous, or disrespectful behavior (including excessive alcohol use or ignoring safety guidelines) may result in immediate exclusion from activities without refund.

## **9. Photography & Privacy**

- Dragon Dive Komodo may take photos or videos during your stay or activities for promotional purposes (social media, website, brochures, etc.).
- If you do not wish to appear, you can inform our team at any time before, during, or after your stay — and we will ensure your image is not used or removed if already published.
- Your personal data is handled securely in accordance with applicable privacy and data protection laws.

## **10. Force Majeure**

Dragon Dive Komodo shall not be held liable for any delays, cancellations, or service interruptions caused by events beyond our control, including but not limited to volcanic eruptions, natural disasters, extreme weather, pandemics, war, civil unrest, strikes, or government regulations.

In such cases, no refund shall be issued, but we will do our best to offer alternative solutions, such as rescheduling or issuing a voucher, subject to availability.

Guests are encouraged to secure travel insurance that covers such cases.

## **11. Governing Law & Jurisdiction**

These Terms & Conditions are governed by the laws of the Republic of Indonesia. Any dispute arising from bookings or services with Dragon Dive Komodo shall be subject to the exclusive jurisdiction of the courts located in Labuan Bajo, Indonesia.

## **12. Acceptance of Terms**

By confirming your booking and paying the deposit, you acknowledge that you have read, understood, and agreed to all of the above Terms & Conditions.