

## OK Divers Resort & Spa TERMS & CONDITIONS

By using this website and the OK Divers Resort & Spa online booking service you are agreeing to be bound by the Terms and Conditions detailed below which form the basis of your contract with OK Divers Resort & Spa. In the Terms and Conditions set out below, "you", "your" and "The Hirer" refers to all persons named on the booking, which includes any individual(s) subsequently added or substituted at a later date. "We", "us", "our" and "the owner" all refer to OK Divers Resort & Spa.

You may print and retain a copy of this Agreement for your records as it may occasionally be updated.

### 1. Making a booking

By making a booking you are confirming that you are authorized to do so on behalf of all persons named in the booking and you are acknowledging that all members of your party agree to be bound by these Booking Terms & Conditions.

When your booking has been made a confirmation can be sent to you by email using the email address that you have supplied. Booking confirmations are subject to the availability of accommodation at the resort.

You should carefully check the details of your confirmation as soon as you receive it. You must contact OK Divers Resort & Spa immediately if any of the details are incorrect or incomplete.

We will always endeavor to rectify any inaccuracies or accommodate any alterations you wish to make to your booking. We cannot accept liability for any inaccuracies that are not brought to our attention within seven days of issuing your confirmation, nor can we accept responsibility for inaccurate information that you have supplied.

## Rates

- All rates are quoted in IDR and are inclusive of tax or service charges (unless otherwise stated). Rates are subject to change. Tax and service charges included in rates is 21%.
- Rates do not include gratuities, meals, cars and drivers, or any other service, unless stated otherwise.
- Wireless Internet connection is free of charge for all guests.

## 2. Seasons

OK Divers Resort & Spa divides the year into three (3) seasons:

- Low Season: November 1<sup>st</sup> to April 30<sup>th</sup> inclusive (excluding Easter Week and Chinese New Year week).
- High Season: May 1<sup>st</sup> to October 31<sup>st</sup> inclusive.
- Peak Season: December 21<sup>st</sup> to January 5<sup>th</sup> inclusive. The details of the Season structure applicable to the room which you are booking will be discussed with you at the time of making the booking. Chinese New Year and Easter dates will change every year.

## 3. Peak Season Policy

No check-out is allowed on December 31.

## 4. Payments & Deposit

- A deposit of 50% of the total amount payable ("Deposit") must be received by OK Divers Resort & Spa within five (5) working days after the relevant invoice and payment instructions have been given to you. If a deposit is not received within this time, the booking will be canceled. If a deposit is not received within this time, it is within the discretion of the owner to cancel the booking.
- Payments can only be made by bank transfer. Payment by Traveler's Cheques, personal cheques, and American Express, will not be accepted.
- Final payment is required 30 days prior to arrival by bank transfer. If the balance payment is not received by the due date, the owner reserves the right to cancel the booking and retain the deposit.
- In the case of bookings made 30 days or less prior to arrival, full payment is required within ten (10) working days paid via Paypal or Transferwise, if less than two (2) working days by Paypal, or cash in IDR, upon arrival.
- The Hirer will be required upon arrival to sign a credit card authorization form, which will allow OK Divers Resort & Spa to charge the card with any charges the OK Divers Resort & Spa incurs whilst at the Resort. This form must be accompanied by photocopy of front side of the credit card used, a photocopy of the cardholder's passport, and written authorization from the cardholder. The Hirer and all their guests must provide their ID Card and/or passport to the Reception on duty on arrival at the Resort for registration with the local authorities. If a Hirer refuses to sign the authorization form and/or the Hirer and/or its accompanying guests refuse to provide copies of front side of the credit card, passports or ID cards as required pursuant to this clause, this is deemed a cancellation of the booking.

5. Cancellations

- Cancellation of a booking includes but is not limited to:
  - a. Cancellation of one or more days or a booking;
  - b. An amendment to a booking so that none of the dates of the booking once amended fall within the same dates that originally constituted the booking;
  - c. Refusal of the Hirer to sign the waiver of liability and credit card authorization form, and/or failure of all guests to provide Passport/ID pursuant to Clause 4; and
  - d. Attempt by the Hirer to hold an event at the OK Divers Resort and Spa in breach of these Terms and Conditions.
- 20% of the total booking amount will be forfeited if the cancellation is made 31 days or more before the start of the booking period.
- 100% of the money paid will be forfeited if the cancellation is made between 1 and 30 days before the start of the booking period.
- The Hirer will bear the occurred costs (bank transfer fees).
- Notice of cancellation must be received by OK Divers Resort & Spa in writing via email, to our reservation team at [reservation@okdiversresort.com](mailto:reservation@okdiversresort.com)

6. Changes to bookings

If you wish to change your booking in any way, you must contact us as soon as possible and we will accommodate your request to the best of our ability and availability. Surcharges may apply.

7. Number in party/suitability of booking

- The number of persons (adults and children) staying at OK Divers Resort & Spa must not exceed the maximum number of sleeping places indicated in the booking confirmation and reservation voucher, unless specifically authorized in writing.
- One child younger than 4 years is allowed to share the bed with parents without surcharge.
- No pets are allowed unless agreed in writing in advance.
- OK Divers Resort & Spa reserves the right to refuse any booking which it deems unsuitable for the particular rooms.

8. Surcharges

OK Divers Resort & Spa reserves the right to change the booking costs to take account of the following items: Fluctuations in currency exchange rates which adversely affect out costs, an increase in Government taxes on our goods or services we provide, including an increase in the cost of fuel. OK Divers Resort & Spa will not absorb any increase in booking price should a surcharge be necessary.

9. Loss and/or damage

- The hirer is responsible for leaving the room in good condition. The Hirer further undertakes to pay for any loss and/or damage to the room during the occupation.
- OK Divers Resort & Spa reserves the right to charge the hirer the cost of rectifying damage, caused by the deliberate, negligent or reckless act of the hirer to OK Divers Resort & Spa's property or structure. Should this damage come to light after the hirer has departed, OK Divers Resort & Spa reserve the right to make a charge to the hirer's credit card. We will however make every effort to rectify any damage internally prior to contracting specialists to make the repairs, and therefore will make every effort to keep any costs that the hirer would incur to a minimum.

#### 10. Valuables and Security

- Any Hirer/Guest valuables or property left or used at the Resort are at the Hirer/Guest's own risk. Valuables and/or property should be stored in the safety box and when a safety box is not provided for, be brought to the attention of the Resort Operation Manager.
- OK Divers Resort & Spa does not accept any responsibility for loss of or damage to Hirer/Guest valuables or property. The Hirer/Guest is responsible for the room during the booking period, and must ensure that all windows and doors are locked securely when not on the room. Any act or omission by the Hirer/Guest, their party and/or visitors which may negate or prejudice the Resort's insurance policy and/or results in loss or damage is the Hirer/Guest's responsibility.

#### 11. Check in and check out times

- Clients may Check In to the room after 2pm.
- The mandatory Check Out time is 12pm.
  - a. Late Check Out prior between 12pm and 4pm, subject to availability, incurs a half night's rate.
  - b. Late Check Out after 4pm, subject to availability, incurs a full night's rate.

#### 12. Passport, Visa and Vaccinations

It is the responsibility of the Hirer to be in possession of a valid passport (minimum of 6 months remaining before expiry), visa permits, inoculations and preventative medicines as may be required for the duration of the trip. Information about these matters or related items is given in good faith but without responsibility on the part of OK Divers Resort & Spa.

#### 13. Disclaimer

- Whilst OK Divers Resort & Spa makes every effort to ensure that brochure descriptions are accurate and that the Resort meets its required standards, OK Divers Resort & Spa does not accept responsibility for any alterations made to the Resort or its amenities, which are beyond its control. Nor does it accept responsibility for any injury, death, sickness, loss, damage, additional expense or inconvenience, directly or indirectly caused by or arising out of the use or condition of the Resort, its plumbing, gas, electrical or otherwise, and exceptional weather conditions. No responsibility is

accepted for the personal belongings, vehicles, and their contents of the Hirer or its guests or invites during the period of booking of the room.

- In no case will the OK Divers Resort & Spa be liable, to make any payment or give any refund or compensation of any amount over and above the total booking amount paid.

14. Force Majeure

OK Divers Resort & Spa shall not be liable to the Hirer for any failure to perform any obligations under this contract due to causes which prevent it from fulfilling its obligations under this contract which are beyond its reasonable control and of a nature which it neither has the power or authority to remedy, including without limitation, acts of Gods, acts of civil or military disturbances, fires, floods, epidemics, wars, riots and acts of terrorism. In the even of such an occurrence, OK Divers Resort & Spa shall give prompt written notice thereof to the Hirer and any time for performance of an obligation shall be extended by the time equal to the length of delay attribute to such occurrence.

15. Termination

OK Divers Resort & Spa reserves the right to immediately terminate this Contract in the event the Hirer breaches one or more of the Terms and/or Conditions herein.

16. Interpretation

- This Contract is governed by the laws and regulations of the Republic of Indonesia.
- This Contract is valid outside and not binding on the Visa and MasterCard regulations and or policy. If in the future there will be a dispute, chargeback or any other Banking related issue arise from the misinterpretation of this Contract, The Hirer and OK Divers Resort & Spa agreed to abide the policy from Visa and MasterCard company.

17. General

- OK Divers Resort & Spa strongly recommends that the Hirer and all guests obtain appropriate travel and medical insurance.
- It is the Hirer's and the guests' sole responsibility to ensure that they comply with the Laws and Regulations of the Republic of Indonesia, and OK Divers Resort & Spa takes no responsibility for any acts or omissions by the Hirer, their guests or invitees that are illegal or breach any Laws or Regulations of the Republic of Indonesia.