

PEARL FLEET PTE LTD BOOKING TERMS AND CONDITIONS

(As of 1st July 2021)

The following Booking Terms & Conditions are made available for all booking transactions on the vessels belonging to Pearl Fleet Pte Ltd. Once a booking is made, you are automatically bound by these Booking Terms & Conditions. It is important that you read them carefully.

1 RESERVATIONS

All reservations and bookings can only be confirmed via email or online booking via our website on www.pearlfleet.org. You may also make bookings through third-party suppliers such as authorized agents, charterers or group leaders.

Upon confirmation of reservation, a proforma invoice/quotation will be sent. Confirmations will be issued once payment is reflected in our bank account. Pearl Fleet Pte Ltd will send an update invoice for all payments received.

2 BOOKINGS & PAYMENTS

Once a booking is made, a non-refundable deposit of 35% of the total amount is due within fourteen (14) days from the date of issue of the proforma invoice. Final 65% of the total amount is to be settled no later than ninety (90) days before the scheduled commencement of the cruise. A booking is not confirmed until the deposit has been received by Pearl Fleet Pte Ltd and the company reserves the right to cancel a booking if the final payment is delayed. Pearl Fleet Pte Ltd reserves the right to assume a cancellation on your reservation if the above payment terms for the cruise are not fulfilled.

All bank charges and fees (commissions, telex fees, etc.), including the beneficiary's must be borne by the payer.

Embarkation and Disembarkation

Boarding will commence at 1400h (local time) on the first day of your scheduled cruise and will continue throughout the day. Disembarkation will be strictly between 0800h to 0930h (local time) on the last day of the cruise. Late disembarkation requests will only be approved at the discretion of the Cruise Director and should be discussed upon embarkation. Requests will only be entertained if schedules for the vessels on that day permit.

Single Occupancy

All prices listed are based on per head, twin sharing rooms (M/Y Black Pearl, Palau). A single supplement rate of 80% of the full price of the cruise is charged.

Children and Non-Divers

Only children above age of 7 years old (as of the first day of scheduled cruise) are allowed onboard the vessels. Parents are fully responsible for their children at all times during the cruise as Pearl Fleet Pte Ltd strictly does not provide child care facilities onboard its vessels.

All children under the age of 11 years old (as of the first day of scheduled cruise) will not be charged, provided they are sharing the same bed with their parents, and are non-divers. All junior divers will be given 10% discount off the full price of the cruise.

Non-divers will be given a discount of 10% off the full price of the cruise.



Additional Charges:

Taxes and fees (marine park, port fees etc.) apply to all guests and should be paid in Cash (USD) upon boarding the vessels. These taxes and fees are dependent on the destinations.

Palau Islands, Micronesia: 250USD

Other additional charges arranged for the cruises including, but not limited to; equipment rental, special tank requests (including Nitrox), merchandise purchases, bar consumption, tours, are net of service charges and local taxes, and should also be paid in Cash (USD) onboard the vessels. Updated price lists are available on our website.

Surcharges:

Pearl Fleet Pte Ltd reserves the right to impose a fuel surcharge to your booking price, even if the booking has been confirmed and/or fully paid should there be any fluctuations in fuel prices. We also reserve the right to charge for any significant increase or changes in fees, taxes, currency fluctuations and other related factors. A minimum of fourteen (14) days' notice will be given, before the start of the cruise, before a surcharge is effective.

3 CANCELLATION AND AMENDMENTS POLICY

Cancellations and amendments made to all types of direct bookings with Pearl Fleet Pte Ltd must be made via email at bookings@pearlfleet.org, at the earliest opportunity. Requests will only be accommodated to if a response is sent from the company.

Cancellation charges are as follows:

Days to Scheduled Departure Date	Cancellation Charges
90 days or more to departure	Equivalent to deposit paid
Less than 90 days to departure	100% of invoice amount

All deposits made for bookings are non-refundable. Primary clients of Pearl Fleet Pte Ltd such as authorized agents, charterers or group leaders that have made group bookings or full charter bookings on behalf of guests may have different policies which Pearl Fleet Pte Ltd has no responsibility over.

Cancellation fees for additional services, products, and/or facilities that are not part of the cruise fare are subject to the service provider rendering such services, products, and/or facilities and may be 100% non-refundable.

Any bank charges or third-party administration fees that may be charged from any cancellation or amendments shall be borne by you.

Third-party suppliers such as authorized agents, charterers or group leaders that have made group bookings or full charter bookings on behalf of you may have different payment policies of which Pearl Fleet Pte Ltd will have no responsibility over.

4 CHANGES TO BOOKINGS AND ITINERARY

Changes Made by Pearl Fleet Pte Ltd

Pearl Fleet Pte Ltd reserves the right to make any alterations to your cruise itinerary as deemed necessary, in the unlikely event that it is required. Pearl Fleet Pte Ltd also reserves the right to cancel the whole cruise itinerary or any part of the itinerary for any reason, including, but not limited to, safety threats, distressing weather, logistics, mechanical conditions, etc.



In the event where a cancellation of a cruise is made, Pearl Fleet Pte Ltd will work towards providing a suitable recourse which includes, but not limited to, participating on another available cruise offered by Pearl Fleet Pte Ltd, or a full refund, less 10% services charges, of the unused cruise fare. You may also put the unused cruise fare on credit to be used for another cruise.

Changes Due to Force Majeure or Unpredictable Acts of Man

Pearl Fleet Pte Ltd is only a service provider. We accept no responsibilities for civil unrest, terrorism, strikes, illness, epidemics, accidents, injuries, damage, loss and theft, quarantine, customs regulations, changes in flight itinerary, delays, deportation or refusal of entry by immigration authorities and/or other circumstances beyond Pearl Fleet Pte Ltd's control.

Pearl Fleet Pte Ltd will not be responsible for any financial loss incurred by any causes beyond the control of the company, such as, but not limited to, weather, war, terrorist threats or activities, civil unrest, government or operational restrictions, sanctions, embargoes, natural disasters, adverse or unusual weather conditions, a named storm, unavoidable or unforeseen technical issues or supply problems, etc. You are responsible, at the point of booking and boarding of the vessels, in ensuring that you have purchased comprehensive dive and travel insurance cover that would apply to your booking. You are responsible to check that the insurance include the following:

- i. <u>Dive Insurance:</u> covering all risks, costs and expenses, including, but not limited to, decompression chambers or emergency air repatriation, that are incurred as a result of a diving injury or incident. This insurance should cover all scuba diving in or water sports activities that you have decided to undertake during your cruise.
- ii. <u>Medical Evacuation Insurance:</u> covering all risks, costs and expenses, including, but not limited to, emergency air repatriation, treatment costs, indirect losses.
- iii. <u>Comprehensive Travel Insurance:</u> covering all risks, costs and expenses, including, but not limited to, changes or cancellation to your travel plans, loss or damage to your luggage and contents.

5 TRAVEL DOCUMENTS AND DIVE INSURANCE

You are to ensure that your passport is valid with a minimum of 6 months' validity from the date of entry to any country that Pearl Fleet Pte Ltd operates in, and ensure that you have sufficient empty pages in your passport. You may also be required to obtain a valid visa (if necessary). Pearl Fleet Pte Ltd will not be responsible for any inconveniences arising from your failure to undertake this responsibility. Should you be refused entry into the countries of our operation, for any reason whatsoever, Pearl Fleet Pte Ltd reserves the right to apply a "NO SHOW" cancellation to your cruise itinerary and you will be responsible for all expenses that will be incurred due to such incidents, including returning to the country of travel origin. No refunds of the cruise fare will be provided by Pearl Fleet Pte Ltd.

Dive insurance is mandatory for all guests who have booked cruises with Pearl Fleet Pte Ltd. If you are undertaking skin and scuba activities, the insurance should provide coverage for scuba-related injuries and international evacuations, as covered in Clause 4 of this Booking Terms and Conditions.

Pearl Fleet Pte Ltd will not take any responsibility for any expenses that may be incurred through a lack, or inadequate insurance coverage undertaken by you.

Short-term dive cover is also available for purchase onboard our vessels.



6 DIVERS' CERTIFICATIONS CARD

All guests participating in recreational guided scuba activities onboard the vessels MUST present their dive certification cards and/or dive log book for verification upon boarding the vessels. Pearl Fleet Pte Ltd reserves the right to reject any dive participation or may suggest a refresher course (at your expense) if you are unable to perform dive skills at a level that is deemed safe, by our dive guides onboard, to continue participation in normal diving activities during the length of the cruise.

Pearl Fleet Pte Ltd reserves the right to reject any participation in scuba activities if dive certification is not presented upon request. No refunds will be granted if you are not permitted to participate in scuba activities.

7 GUEST ETIQUETTE AND CONSIDERATION

Pearl Fleet Pte Ltd's Captains, Cruise Directors, or any other figures of authority onboard the vessels, reserve the right, at their sole discretion, to disembark any guest (or confine any guest in their cabin), for any reason, should they be considered a nuisance to, or a threat or danger to the other guests or any crew member onboard the vessels. Any guest found to hinder the safe and secure operation of the vessels, or any associated land programs will also be subject to said disembarkation (or confinement).

Any guest disembarked from the vessels are solely responsible for any costs incurred with repatriation. The full cruise fare will be considered used and no refund requests will be entertained.

8 DISCHARGE OF LIABILITIES AND INDEMNIFICATION

Pearl Fleet Pte Ltd is only a service provider. We accept no responsibilities for civil unrest, terrorism, strikes, illness, epidemics, accidents, injuries, damage, loss and theft, quarantine, customs regulations, changes in flight itinerary, delays, deportation or refusal of entry by immigration authorities and/or other circumstances beyond Pearl Fleet Pte Ltd's control.

All guests participating in any form of skin and scuba diving activities (including, but not limited to, boating, snorkelling or any surface interval activities) MUST sign, as acceptance, on our Liability Waiver & Assumption of Risk Form.

Pearl Fleet Pte Ltd reserves the right to rely upon any limitation or release of liability, jurisdictional and/or defence available under the Applicable Law(s) and/or International Convention(s) for any claim made by you against us.

9 OBLIGATION OF BOOKING TERMS AND CONDITIONS

This Booking Terms and Conditions Document will be provided to you at least once during your booking process, either directly by us or your group leader, or by our official travel partners. By confirming your booking, you are understood to have accepted all the Booking Terms and Conditions in this document. The provisions hereof are as expressed to remain in full force and effect till disembarkation from the vessels at the end of your cruise.



10 CONTACT

For all enquiries, booking and after sales service, please contact us at:

Pearl Fleet Pte Ltd bookings@pearlfleet.org +63 916 684 9212



BOOKING TERMS AND CONDITIONS (COVID-19)

In view of the recent events of the COVID-19 pandemic, we have adjusted our Booking Terms and Conditions to ensure that we retain best business standards and practices. The Terms and Conditions as follows will apply for any bookings made before 31st December 2021. We will be updating these COVID-19 Booking Terms and Conditions frequently, according to relevant adjustments in the industry and countries of operation.

Booking and Payment Terms

Pearl Fleet Pte Ltd understands that it is difficult to make concrete travel decisions during this pandemic. As we continue gearing up for 2022, while receiving news of travel restrictions being lifted, we are confident that the following terms will provide the flexibility our guests require in deciding to make a booking for their next dive cruise:

35% deposit will be due fourteen (14) days from date of issue of invoice to secure your slot on the chosen cruise date.

Remaining 65% will be due no later than ninety (90) days before the scheduled commencement day of your cruise.

Any bookings made before 31st December 2021, will be offered a one-time rescheduling, free of charge. This change will be subject to availability and will only be considered accepted by Pearl Fleet Pte Ltd through an email reply.

Travel Restrictions

In view of the COVID-19 pandemic, there may be travel restrictions that may suddenly be implemented in the country of travel origin, or by the country that you will be travelling to.

For all bookings made before 31st December 2021, Pearl Fleet Pte Ltd will hold on account all payments made to us as credit to be used on another date (subject to availability), or issue you a refund on the total amount paid, less 10% service charges, if there are:

Restrictions Made by Your Country of Residence

- Should you be notified of your inability to depart from the country that you reside within sixty (60) days **before** the scheduled commencement of your cruise.
- Should you have contracted the COVID-19 virus within sixty (60) days **before** the scheduled commencement of your cruise.

It is important to note that you must be able to present government issued documents of the travel restrictions if the travel restriction has been implemented in the country of travel origin, or medical evidence of the contracting the COVID-19 virus, submitted to bookings@pearlfleet.org.

Restrictions Made by the Republic of Palau

 Should you be notified of your inability to enter the Republic of Palau within sixty (60) days before the scheduled commencement of your cruise.

Embarkation to Pearl Fleet Pte Ltd's Vessels

Body temperature check will be done for every guest at the first point of meeting. Any guest with a body temperature of 37.6 C and above will be brought to the nearest medical facility, to be monitored and a decision for the guest's condition will be made by local authorities.

All guests are strongly advised to fill in all Guest Registration Forms and Liability Forms prior to arriving in Palau. All forms should be digitally submitted at least seven (7) days before the scheduled departure date of the cruise.



Daily Practices on the Vessels

All of Pearl Fleet Pte Ltd's crew members will be required to wear protective face masks at all times. All guests are strongly advised to wear protective face masks to protect themselves and the other guests who are on the same cruise.

Hand sanitizers are available in all common and shared areas of the vessels.

Advisory Information on COVID-19 in the Republic of Palau

As of 17th June 2021, the following entry requirements that have been set in place by the Republic of Palau for all travelers, as of 17th June 2021:

- All travelers must provide valid proof of full COVID-19 vaccination, with final dose received at least fourteen (14) days prior to arrival in Palau. Vaccine record must clearly show date(s) and number of dose(s) received as well as vaccine brand that is either US FDA or WHO approved or authorized for COVID-19.
- All travelers are also required to provide valid negative PCR COVID-19 test results taken within three (3) days of departure to Palau or proof of COVID-19 recovery if previously infected with COVID-19.
- All travelers must wear a face mask during their first five (5) days upon arrival in Palau and undergo mandatory COVID-19 testing on their fifth day after arrival.

Tourists looking to travel to Palau may get further information from the following authorities:

Ministry of Health, Republic of Palau

Website: https://www.palauhealth.org

https://www.palaugov.pw/travel

Email: mohrop@palauhealth.org

Telephone No.: (680) 488 2552/2553 (calling from overseas)

Address: One Hospital Road, P.O Box 6026, Koror, Republic of Palau