

TERMS AND CONDITIONS



WHO WE ARE:

World Diving has been running fantastic trips and courses on the island of Nusa Lembongan since 1998. We pride ourselves in our friendly and professional service and this is reflected by the number of guests that return to dive with us.

We want your booking to go smoothly and our team will help you at every step of the process. However, things do sometimes go wrong which is why we have detailed the following Terms & Conditions of Sales. Please take some time to go through this.

GENERAL TERMS & CONDITIONS OF SALES

TERMS OF PAYMENT:

In our office:

Full payment is due prior to engaging in any activities and places onboard our fun diving boats or on PADI courses are only guaranteed once the full payment for all activities has been received.

Please make sure to inform us of any problems you may encounter, we might be able to help.

Note that for Divemaster Courses, a 50% down payment is due before course starts and that payment instructions regarding the outstanding amount will be issued by email.

Online booking:

To guarantee your booking and therefore your space on our boat, a deposit must be paid at least 30 days before the beginning of the booked activities (or at the time of booking, if you are booking within 30 days of the planned activities). Full payment must be made at least 24 hours prior to the agreed start date of the booked activities. Final payment may be made at World Diving if negotiated previously with the management.

Please note that if full payment is not received in due time, World Diving Lembongan retains the right to resell the scuba diving activity/and or other activities.

World Diving Lembongan reserves the right to suspend, reschedule and/or cancel any PADI course, program or dive services and/or withhold certification until payment in full is received.

Deposits for Individual and Group Bookings:

Advance online or WhatsApp bookings are those bookings made at least 30 days before the arrival of the guest. There is a deposit of 50% of the cost of the total number of dives

booked. Last minute bookings are those made with 24 hours of the planned activity. In this case 100% of the fee is required.

For PADI courses the deposits are as follows:

- Discover Scuba Dives – Full payment.
- PADI Open water Course – 1,200,000 IDR
- Advanced, Rescue and Specialty courses – 50% of the course fee plus course materials.
- Divemaster Course – Two weeks fee plus course materials.

TERMS OF CANCELLATION & REFUND POLICIES:

Cancellations will be acknowledged if received **IN WRITING**, by email to info@world-diving.com with the email subject clearly starting with “CANCELLATION.” You can also cancel **IN WRITING** through WhatsApp (+62 8123900686) or in person **DIRECTLY TO THE MANAGEMENT TEAM** at World Diving office.

No cancellations will be accepted by any other means.

Cancellations must be received during office hours, 07:30 -17:00, and must be acknowledged by World Diving Lembongan management to be valid.

Terms of cancellation for “Individual” bookings are as follows:

a) If you contact us during office hours and a minimum of 48 hours before the start of the activities booked, we will do our best to reschedule your booking, should you wish to do so.

If you do not wish to reschedule, booking cancellations received during office hours and a minimum of 48 hours prior to the start of the booked activities will qualify for a refund, deduction made of 250,000 IDR administrative fee and any transfer and/or bank fees incurring to make this refund.

b) Cancellations received less than 48 hours before the start of the booked activities do not qualify for refunds in full or part of the activities booked with World Diving Lembongan.

Terms specific to “Group” bookings:

Definitions:

“Group” bookings are bookings made for 5 or more guests booking the same activities, therefore qualifying for an additional 10% discount.

Group bookings are discounted since they allow us to optimise and/or plan for the extra resources needed ahead. This allows us to give you better rates. Unfortunately, extra costs are incurred when cancelling these bookings.

Terms of cancellation for “Group” bookings are as follows:

a) “Group” bookings cancelled more than 30 days prior to the agreed start date of said activities will qualify for a full refund less a deduction of 500 000 IDR administrative fee and any transfer and/or bank fees incurring to make this refund.

b) “Group” bookings cancelled with less than 30 days before the start date of the activities booked but with more than 48 hours prior to the start of the activities booked, will be refunded 50% of the total price of the booking, and deductions will be made in respect of any transfer and/or bank fees incurring to make this refund.

c) Cancellations received less than 48 hours before the start of the booked activities do not qualify for refunds in full or part of the activities booked with World Diving Lembongan.

Note that only cash payments can be refunded in cash and that payments made by any other means will be refunded by bank transfer within 30 days of World Diving Lembongan’s acknowledgement of the said cancellation.

SERVICES NOT USED & NO SHOW:

No refund or compensation will be made by World Diving Lembongan for any unused activities. In other words, guests who do not show up at the agreed time or do not complete training / trips for any reason, are not entitled to a refund in full or part of the total cost.

Failure to complete course requirements for any reason by the guest could result in additional charges being made to complete the course at a later stage. This includes but is

not limited to guest being sick / unwell and guest not being able to demonstrate competence to meet the performance requirements as laid down by the Course Standards. These charges will cover staff time, any other dive fees, equipment and material requirements, surface time, vehicle or transport charges etc.

If you are not willing or able to pay additional fees to complete your course, a PADI referral document will be issued to you. This document is valid for a period of 12 months following the completion date of the last part of your course with World Diving Lembongan.

SERVICES MODIFICATIONS:

World Diving Lembongan reserves the right to rearrange the order of any itinerary, to cancel or substitute elements of any schedule without notice when local ceremonies, events or conditions force such changes.

Please note that we only have limited facilities for providing NITROX. It is up to the guest to book NITROX in advance.

World Diving Lembongan and the dive professionals on the boat can prohibit participation on dives at their discretion based on lack of respect for marine park rules and regulations, lack of respect or “handling” of any marine life, drugs and/or alcohol consumption before and/or between dives or failure to abide by international safe diving practices. In these cases, no refund will be granted to the guest for the missed dives and/or activities.

INSURANCE REQUIREMENTS:

World Diving Lembongan strongly urges guests to obtain a fully comprehensive travel insurance package that covers accident, medical, baggage, personal liability and effects as well as trip cancellation/interruption when a reservation is made. We also strongly recommend our guests to use a company that covers any travel disruption due to technical malfunction/cancellation of planes and/or any other mode of transportation to Nusa Lembongan, including travel disruptions due to natural disasters including but not limited to volcanic activities, earthquakes, flooding, severe storms.

In the event of guests being unable to show up for the booked services on the agreed date, due to such events, no refunds from World Diving Lembongan will be granted.

Please be advised that if guests choose not to carry travel insurance, World Diving Lembongan will not be held responsible for any financial loss caused by reasons beyond our control.

Please note that it is the guests sole responsibility to obtain insurance that covers them for scuba diving activities and that World Diving Lembongan cannot be held liable for guests partaking in the activities offered without adequate insurance coverage.

Many travel policies have diving included or can be added on, so check this with your insurer as well as any depth limits or other restrictions. For those that forgot to take a policy, you can subscribe to a short-term dive insurance. We recommend Dive Alert Network (DAN).

LIABILITY, MEDICAL & HEALTH:

All guests must complete a liability and release form prior to taking part in diving or snorkelling activities. In that form you are asked to review the health questionnaire. If you take part in any course, then the completion of a health questionnaire is mandatory. World Diving Lembongan is not willing to put your life at risk or endanger the life of those around you by overlooking any pre-existing health conditions.

FEEDBACK:

If you enjoy your time with us, please LET EVERYBODY KNOW, but if there is a problem with our services, please LET US KNOW FIRST!

At World Diving Lembongan any complaint is treated as welcomed feedback and an opportunity to improve our quality of service to you.

Our relationship starts from the first contact we have with you and hopefully continues on even after you move on to other destinations. We are proud of, and take very seriously, the fact that you have chosen World Diving Lembongan to spend some of your time with while on holiday . Should you feel at any point that our service has been less than satisfactory during your time with us, put your concerns in writing and / or let us know as soon as possible.

Please provide us with as much information as possible. Dates, names, and facts will allow World Diving Lembongan to better investigate your concerns and you will ultimately help the company provide a better service to you and other Guests.

UNFORSEEN EVENTS (FORCE MAJEURE):

If departure of your dive trip is not advisable – or may be dangerous to the life or health of the passengers or to the boat, due to conditions such as: bad weather, perils of the sea, Acts of God, political incidents, force majeure (i.e. pandemic, tsunami, typhoon, severe storms, earthquakes...) then the captain and World Diving Lembongan has the sole discretion to delay or cancel the departure.

Likewise, during the trip – if bad weather or force majeure (i.e. tsunami, typhoon, severe storms, earthquakes...) events occur that make it inadvisable for passengers and the boat to return to port – then the captain shall have the right to delay or postpone return until conditions allow, and make adjustments to the itinerary that may include cancellation of, or the re-sequencing of the services booked.

Warnings issued by the Indonesian Meteorological Departments and warnings issued by the National Park Authorities will be adhered to without question.

In the event of a trip being cancelled due to insufficient reservations we will alert you as soon as we become aware of this possibility. In these circumstances we will take all reasonable steps to ensure you receive an alternative and comparable service or give you a full refund, less handling fees.

World Diving Lembongan will refund all money paid by the customer where World Diving Lembongan itself cancels a trip, other than for reasons set out above in Force Majeure. In the case of a refund, handling fees will be deducted from the refund.

World Diving Lembongan shall not accept any financial responsibility for any itinerary changes or cancellations resulting from circumstances outside of World Diving Lembongan's control, such as, but not limited to, those stated above in Force Majeure.

POLITICAL UNREST:

In the event of political unrest, military conflict, flight cancellations, or any other risk to customers or vessels due to political unrest, then World Diving Lembongan has the right to cancel any trip to this destination.

In these cases, we will do our best to re-schedule your booking. However, under these circumstances we are unable to consider this justification for you to cancel your trip and will therefore not be able to authorize any refund or compensation for these events.

CERTIFICATIONS:

To take part in any scuba diving activities, we will require that you hold a certification from a recognized scuba diving society such as, but not limited to SSI, CMAS, BSAC, PADI, NAUI etc. If you are in any doubt, please contact us.

It is your responsibility to be suitably qualified. Please ensure you have a copy of your most recent certification card and dive log. World Diving Lembongan will ask to see these items when you arrive at the dive centre. Failure to show your certification may result in not being able to join the dive or take part in a booked course.

The exception to having certification is when a guest applies for a Discover Scuba Diving or Open Water Scuba diving course where you are learning to dive, or programs that allows participants to take part without scuba diving certification.

OTHER TERMS & CONDITIONS:

If there are any changes to the details supplied to us by you it is your responsibility to inform World Diving Lembongan as soon as possible. World Diving Lembongan will not be responsible for problems arising from your failure to adhere to instructions in World Diving Lembongan or correspondence (e.g. late changes to your booking, failure to satisfy documentation requirements etc).

All rates are given inclusive of taxes unless otherwise stated. Rates are subject to change without prior notice and are only guaranteed once the payment of the booking has been made.

Please note that the number of dives we list in any offer is a best estimate based on normal circumstances, not a guarantee. Circumstances may arise during your vacation (weather, illness, personal choice) where the total number of dives done is less than the number you booked. There will be no partial refunds in these circumstances.

It is not possible for us to stop you from making impossible bookings, for example booking courses you are not eligible for or booking diving less than 18 hours prior to a flight. It is therefore your responsibility to make sure you don't make such bookings. We will do our best to correct any errors on your part as quickly as possible.

There may be occasional errors on our part that could, for example, result in an error in pricing or other detail presented on our website. In this case we will revise the terms in the spirit of mutual satisfaction.

PERSONAL DETAILS:

We are required by law to hold on to your personal details for a period of 5 to 7 years. We will at all times, treat your details with discretion and will never share them with a company other than the training agency requesting us to keep these available (PADI, SSI, or CMAS in our case).

Note that credit card details are not held by World Diving Lembongan in any situation. Should you communicate your bank details to us they will be safely disposed of immediately after the agreed use.

Thank you for taking the time to read this document – and we wish you a wonderful stay and dives with us on Nusa Lembongan.