



PT. NOMAD PULAU SORGA

Gedung Alamanda LT. 5
Jl. Bypass Ngurah Rai No. 67 Kedonganan - Bali
Email: hello@nomadarchipelago.com
Phone: +6282147368360

Guest Terms & Conditions

For Cruises aboard The Bugis & The Bajau

Thank you for choosing Nomad Archipelago for your cruising experience through Indonesia's archipelago. By booking with us, whether on the Bugis or Bajau boat, the following policies will apply.

1. Our Company & Brand

Nomad Archipelago is the commercial name of PT Nomad Pulau Sorga, operating as a boat operator with two vessels, the Bugis and Bajau, which sail throughout the Indonesian Archipelago, offering year-round cruising experiences. Any guest who has booked Nomad Archipelago cruises, should refer to this terms and conditions document.

2. Reservations

Reservations with Nomad Archipelago can be made through direct booking at hello@nomadarchipelago.com or WhatsApp at +6282147368360. A booking is secured once Nomad Archipelago receives the deposit payment from the guest. The guest must then complete all required pre-cruise information within one month of receiving the invoice or, for bookings made less than a month before departure, no later than two weeks prior to the trip or 3 days prior to the trip departure for the last-minute booking.

3. Price

- I. The price for the cruise is as specified in your booking confirmation (invoice). Any additional services that are requested after the booking is made will be adjusted to the balance invoice.
- II. Harbor and park fees are subject to change by local or national government regulations.

4. Terms of Payment

A 30% deposit of the total invoice is required to confirm the booking, and the remaining 70% must be paid 90 days before the trip departure. For bookings made 90 days or less before departure, full payment (100%) is required. PT Nomad Pulau Sorga must receive a transfer receipt for each payment made.

5. Changes of Reservation

If a guest wishes to cancel or change a reservation, it must be done by email to hello@nomadarchipelago.com. The date Nomad Archipelago receives your booking change request will determine the applicable cancellation fee. On Saturdays, Sundays, and public holidays, the next working day will apply.

a. Cancellation Fee

- I. The following cancellation fees are charged for booking cancellations for an **individual booking**:
 - More than 120 days, USD 100,00 cancellation fee deducted from the deposit.
 - 120 to 91 days prior to departure: 20% of the cruise invoice cancellation fee applies.
 - 90 days or less prior to departure: 100% of the cruise rate are due

- II. The following cancellation fees are charged for booking cancellations for **Private Charter**:

Notification prior to departure (days)	Cancellation Fee (USD)
> 180 days	10% of the total invoice
180-90 days	25% of the total invoice
89-59 days	50% of the total invoice
59-0 days	100% of the total invoice



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6. On-board payment

On-board payments for harbor and park fees, alcoholic beverages, dive sessions, dive equipment rental, etc., can be made in cash using the accepted currencies of IDR, EUR, USD, SGD, or AUD or by credit/debit card with fees ranging between 1.85% to 3.25%.

7. Cancellation safety

It is highly recommended that all guests purchase all risk travel cancellation insurance.

8. Substitute Guest

If for any reason a guest cannot make a trip that has already been booked, the reservation can be transferred to another person. The new guest will be subject to the contract conditions of Nomad Archipelago. Guest substitution will be allowed up to four days before the trip departure, and Nomad Archipelago must receive the completed pre-cruise document from the substitute guest at least three days before the trip departure. If there any administrative costs incurred for the change will be charged to the substitute guest.

9. Cancellation due to late arrival

a. For Individual Bookings

If the guests don't show up at the meeting point (airport, hotel, harbor, boat, etc.), Nomad Archipelago staff will wait for the guest as long as possible without disturbing the trip (according to the departure time foreseen and the other guest expectations). However, if the guest cannot board the cruise before the scheduled boat departure (indicated in the cruise description), Nomad Archipelago has no obligation to wait for the guest and the guest's trip will be de facto canceled and no refund for the payment that has been made.

b. For Full Boat Charter Bookings

In the case of a boat charter, if guests are late for any reason, the boat will wait for them. However, since the arrival time or date may be affected, the cruise might be shortened, and the lost time will not be refunded or exchanged in any way.

10. Flights Delay or Cancellation

Nomad Archipelago takes no responsibility for changes to any flight schedule (delays or cancellations) made directly by the guest or their agent, or changes made by Nomad Archipelago on behalf of the guest or their agent. Any circumstances affecting the trip departure will be considered a 'cancellation' and cancellation fees will apply.

11. Force Majeure and Unpredictable Acts of Man

Nomad archipelago reserves the right to cancel a trip for reasons of Force Majeure (i.e. natural disasters, epidemics etc.) or unavoidable acts of man (i.e. war, riots, strikes etc.). In the event of this happening, Nomad Archipelago will advise the guest as soon as possible. No refund will be issued in such an instance except for rescheduling the cruise. Guests are once again advised to take out all risk travel insurance.

12. Trip Cancellation by Nomad Archipelago

Nomad archipelago reserves the right to cancel a trip for other reasons that are unavoidable and will inform the guest as soon as possible. In this case, Nomad Archipelago will do his best to find an alternative solution for the guest, and, if not possible, refund the cruise payment.

13. Trip Cancellation Due to the reason caused by the Guest

Nomad Archipelago reserves the right to cancel or stop any guest from the trip if their behavior justifies such action. This includes behaviors such as disrespecting safety rules on board, showing a lack of respect toward other guests or crews, or violating the diving code of conduct by disturbing or harassing others or wildlife. In such instances, Nomad Archipelago will not refund any payments already made and claims against Nomad Archipelago will not be accepted.

14. Disability

By confirming a booking, the guest certifies that they do not have any mental, physical, or other condition or disability that would create a hazard for themselves or other guests aboard. The client must inform Nomad Archipelago in advance of any special conditions, and Nomad Archipelago will review and provide confirmation if the client is cleared to board. If not, Nomad Archipelago reserves the right to cancel or withdraw any person from the cruise at any time due to improper medical conditions and behaviors. For such a reason, Nomad Archipelago will not refund the payments already made. Nomad Archipelago assumes no liability.

15. Inclusions & exclusions

a. Private cruise

I. What's Included — Accommodation, stand-up paddle board and/or kayaks, snorkeling gear, land excursions according to the safari program, three meals/day, snacks, water, tea, coffee, soft drinks, multilingual guides on board (English & Indonesian), transfer from/to hotel (For hotels same distance as the airport, or closer).



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- II. What's Excluded — Harbor and Park Fees (these fees are subject to change and depend on local and government regulation), alcoholic beverages, travel insurance, pickup from outlying hotels, onboard or local purchases, fuel surcharge (if any), additional passenger surcharge (up to 10 guests), scuba diving, scuba diving equipment rental, crew and cruise director gratuities (Tips on board recommended at 10% from published rates).

b. Shared Cruise

- I. What's Included — Accommodation, stand-up paddle board and/or kayaks, snorkeling gear, land excursions according to the safari program, three meals/day, snacks, water, tea, coffee, soft drinks, multilingual guides on board (English & Indonesian), transfer from/to hotel (For hotels same distance as the airport, or closer).
- II. What's Excluded — Harbor and park fees (these fees are subject to change and depend on local and government regulation), alcoholic beverages, travel insurance, onboard or local purchases, fuel surcharge (if any), single surcharge (plus 75% of the shared cabin trip cost), crew and cruise director gratuities (Tips on board recommended at 10% from published rates), transfer from/to outlying hotels (For hotels that are further than the distance to the airport).

16. Cruise Sharing Conditions

- a. A minimum number of guests is required to guarantee the departure of a shared cruise.
- b. After the initial booking is made, the remaining availability can be sold as single, double, or triple cabins.
- c. Single guests should be aware that the shared cruise is mixed-gender, and you may share a room with either the same or opposite gender. *If you prefer not to share with the opposite gender, please inform us in advance.*
- d. On shared cruises, we can accommodate a maximum of eight adults and two children
- e. If a guest specifically requests a single room, a supplement of 75% of the per persons sharing cruise price will be added.
- f. The minimum age for guests on the shared cruise is seven years old accompanied by an adult.

17. Cabin Accommodation Setup

- a. **Aboard the Bugis**
 - I. There are a total of four guest cabins.
 - II. All cabins are Triple Cabins, each equipped with one double bed (140 cm x 200 cm) and one bunk bed (90 cm x 200 cm).
- b. **Aboard the Bajau**
 - I. Aboard Bajau, there are total of four guest cabins
 - II. Two cabin types — Two Triple Cabins each cabin equipped with one double bed (140 cm x 200 cm) and one bunk bed (90 cm x 200 cm) and Twin Cabins, each cabin equipped with two bunks (90 cm x 200 cm).

18. Activities Aboard

Nomad Archipelago offers a leisurely cruising experience with activities such as paddling, kayaking, land excursions, village visits, cultural encounters, trekking, hiking, snorkeling, sightseeing, diving and opportunities for exploration on every trip.

- I. **Shared Cruise:** Our shared cruise are *non-diving* cruises with no option of adding additional scuba diving. Snorkeling gear (fins and masks are included).
- II. **Private Cruise:** One of the advantages of a Private Cruise is the option to add scuba diving activities at an additional cost. Our diving capacity and schedule is a maximum of four divers per dive and a maximum of two dives per day.

19. Changes to the cruise itinerary and prices

- a. **Changes in Price**

For guests who have already made their deposit payment and signed the terms and conditions, the cruise rate and policies at the time of booking will remain the same. However, the harbor and park fees are subject to change. In the event of any changes to the terms and conditions, guests will be informed no later than 60 days prior to the trip departure.
- b. **Itinerary and service changes after booking and before departure**

Nomad Archipelago reserves the right to change the itinerary and services if required due to unforeseen or unavoidable circumstances. Nomad Archipelago will make every effort to offer equivalent alternatives of a comparable standard. Nomad Archipelago will inform the guests of such changes as soon as possible and the effect they might have on price.
- c. **Itinerary and service changes during the cruise**

Nomad Archipelago reserves the right, if necessary, to change an itinerary during a trip (i.e. due to weather



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conditions etc.). The itineraries communicated by Nomad Archipelago to the guest are just for information and can be altered or changed anytime according to the prevailing conditions during the cruise.

20. Regulations for safety and alcohol

- a. For divers & snorkelers, FIRST DRINK = LAST DIVE / SNORKEL! (Including beer and wine)
- b. The Captain and Cruise Director of Nomad Archipelago maintain the right to change the route if they judge that the safety of the guests, crew or the boat is threatened due to weather and sea conditions.
- c. No racist or religious offensive remarks towards the crew will be tolerated and the Captain and Cruise Director of Nomad Archipelago maintain the right to stop the trip if any occur.
- d. Any behavior during the trip, that can put passenger lives in danger – such as, but not limited to, or jumping from the boat without crew permission, approaching closer to Komodo dragons than allowed by guide or similar, will not be tolerated.

21. Statement of damages resulting from personal injury, illness or death

- a. Nomad Archipelago accepts no liability for illness, injury, or death sustained during any part of a trip, whether arising from the ownership, maintenance, operation, or use of any aircraft, helicopter, automobile, bicycle, boat, vehicle, hotel, common carrier, or any other mode of transport or accommodation used during the trip. This includes any failure, delay, irregularity, act, or omission by transport providers, service operators, or other third parties supplying services on behalf of PT Nomad Pulau Sorga.
- b. PT Nomad Pulau Sorga shall not be held responsible for any injury to persons (whether resulting in death) or damage to property arising from any act of war, insurrection, revolt, or other civil uprising or military action occurring in the countries of origin, destination, or passage during the duration of the trip.
- c. In case of a medical problem arising during the trip, either on board or on shore, which results in costs for rerouting the boat, evacuation, use of aircraft or repatriation, including the likely other guest refund for the alteration of the cruise, the responsibility for payment of these costs, belongs solely to the guests.

22. Diving and travel insurance

- a. **Evacuations and Scuba Diving**
All guests that are planning to scuba dive are required to have medical evacuation insurance that specifically covers the scuba diving activities.
- b. **Travel Insurance**
We highly advise all guests to obtain travel insurance to safeguard against unexpected events and ensure a worry-free journey.

23. Loss or damage to personal belongings

- a. PT Nomad Pulau Sorga does not take any responsibility for loss or damage to customer personal belongings that are due to any situations occurring during the trip except approved differently by PT Nomad Pulau Sorga.
- b. PT Nomad Pulau Sorga insures its boats. In the event of an accident causing the boat to sink, PT Nomad Pulau Sorga will cover costs for lost personal belongings and any injuries or hospitalization. Personal items worth over £100 must be listed before departure. The indemnity limit for each item will be determined by the vessel's insurance. The insurance company will assess each claim per their terms and conditions.

24. Acknowledgment of terms and conditions

- a. All adult guests are required to sign acknowledgement of these terms and conditions before boarding the cruise

