



Term & Condition

Sailing is a complex activity that requires physical and mental effort. Depending on the weather, sailing can be fun or dangerous. Sailing also faces many risks that may occur not only due to natural factors or weather, but other factors such as engines and local factors that will affect the trip.

It is important to understand the possibility of risks occurring during the trips that we cannot fully control, the My Way Komodo Sail team will make every effort to minimize any risks and always focus on safety and precautions.

Please read carefully every point we mention, because we will ignore complaints regarding what we have mentioned in the terms & conditions.

PAYMENT TERMS

- 30% of the cruise price is apply for guarantee booking latest 5 days after receive the confirmation. The balance is due 14 days prior to the sailing date.
- Additional bank charges incurred for overseas money transfers are the responsibility of guest/ agent; we require receiving the full amount of the payable invoice

CANCELLATION

- More than 60 days prior departure, 20% (Oct-May Trips) or 30% (June-Sept Trips) cancellation applies
- 59-31 days prior departure, 50% (Oct-May Trips) or 75% (June-Sept Trips) cancellation applies
- 30 days or less prior departure, 100% cancellation applies
- During pandemic, that any Restriction Travel from Government and make the flight cancelled which will prevent the trip cruising with us. We will able to offered an alternative with postpone the trip and re-schedule up to 12 month from the date of original trip based on availability without cancellation fee should the cancelled made no less than 14 days prior to departure by attaching copy of the official travel advisory (from either government or the Indonesian government) or Airlines Cancellation notice. Without this, cancellation will be subject to our cancellation policy.
- There are no refunds for cancellations due to pandemic, all the payments will be allocated as a deposit and can be used for further bookings with maximum rescheduling the trip of 12 months from original date booking. This rebooking will not incur any fee but, new rates may apply for rebooking. And after 12 months from original date trips, if there is no replacement booking date then the deposit is declared forfeited.

BOOKING & RE-SCHEDULE

- The booking category is confirmed after we receive the deposit payment, and we reserve the right to cancel the reservation and make a new reservation if there is no payment.
- Reschedule trip, latest 60 days notice in high season (June-Sept trips) or 45 days in low season (Oct-May trips) based on availability. There is no deposit refund if the reschedule date not available, the deposit will be made as floating for the next booking with a maximum of 12 months with price adjustments if there is a price increase. . And after 12 months from original date trips, if there is no replacement booking date then the deposit is declared forfeited.
- There no deposit refund if the reschedule date is not available. The deposit will be made as floating for the next booking with a maximum of 12 month from original date trips, if there in no replacement booking then deposit is declared forfeited.

LIABILITIES

- By sending a payment, the guests and agent certify to pay compensation at full current market value to My Way Komodo Sail for any and all damage or loss of property and equipment belonging to My Way Komodo Sail due to fault or negligence guests/ passengers, and from any direct or indirect claims, arising from any injury, illness, death, damage to or loss in any way during embarkation, carriage, activities during the Cruise and disembarkation.
- All activities during the cruise are entirely at the passenger's own risk.

CHECK IN & OUT

- Check in at 10.00 am, can be early based on boat availability and confirmation from us.
- Check out is latest at 14.00 pm, and can check out later to adjust the guest's flight if the boat is available. Check out is latest at 16.00 pm max.
- Early check in request that may we accept but not less than 09.00 am, and due to many preparation of boat such as logistic, manifest and other things, it's may make an delay. Please your understanding.

ITINERARIES

- My Way Komodo Sail the right at its sole option and discretion and that of the Captain of the ship, without liability for damages or refund of any kind, to alter or deviate from the ship's advertised or ordinary itinerary or route, either this is caused by weather conditions, Force Majeure, assisting other ships in distress, saving of life at sea or other extraordinary conditions. Such does not entitle passengers for any claims or refunds. My Way Komodo Sail will however ensure that passengers access their port or disembarkation on time for their outwards flights.

GUEST RESPONSIBILITY

- All guests/ agents shall allow the Vessel's officers, in their sole discretion, in order to ensure the safety of the passengers, the Vessel and crew, the right to search a guest and any guest's suite/stateroom or property in order to investigate any reported incident, whether involving a crime or personal injury, sickness or damage to property and they may preserve evidence of any reported incident in order to comply with any requests from law enforcement authorities and to carry out any investigation aboard the Vessel.

REPLACEMENT VESSEL

- The boat trip may encounter several obstacles beyond our control, such as engine failure. The engine is always checked before the trip, but this does not rule out the possibility that while on the trip the engine suddenly experiences problems. And if this happens, the ship mechanic will try to resolve it as quickly as possible and we will look for other alternatives so that the trip continues according to the program if needed.
- Engine repairs depend on the damage, minor problems can be handled within 2-4 hours, and we will rearrange the trip and provide alternatives so that the trip can proceed if the repair is estimated to take more than 6 hours, and this will be confirmed by the mechanic first with a decision from My Way Komodo Sail management.
- Alternatives will be provided based on discussions with the agent/guest, and if the alternative has been accepted and used by the agent/guest, My Way Komodo Sail is not responsible for any refund.
- Last minute replacements will take some time as we need to make re-arrangements, around 2-3 hours or more. Our team will try to be as quick as possible, and with all the restrictions on the island and other factors, the re-arrangement of the trip may not be as smooth as we would like, please understand.
- Replacement ships/alternative trips will be adjusted to My Way Komodo Sail budget, and the capacity of the replacement ship will be adjusted to a cost not less than that paid by the agent/guest.
- For replacement or rearrangement trips provided by My Way Komodo Sail, we require written consent signed by the guest/agent. Declaration forms are available on board, and replacement/rearrangement trips will be made after the declaration form is signed.



BAD WEATHER CONDITION

The most logical option would be to try to find an alternative date that can be enjoyed. In the case of not being able to offer an alternative date or that the clients cannot adapt their agenda to the new date, an alternative itinerary for the same day will be offered.

Even on the same day, we will try to adjust departure and arrival times to avoid possible bad weather with some alternatives routes as we can without compromising on safety.

If an alternative date or an alternative route not found, a refund will be made:

- Full refund if cancellation due to weather occurs within 48 hours before departure
- Partial refund if the trip is cancelled due to weather conditions on the day of departure, the refund will be deducted from the ship's operational costs (logistics, etc) which have been prepared at a minimum of 30% of the invoice.
- All refunds will be used as a floating deposit for the next trip.

FEEDBACK/ COMPLAIN

- We accept all input, good or bad, to improve our services in the future, however we cannot categorize personal adjustments or perceptions or events that are beyond our control, especially those related to nature such as weather/ sea conditions or local factors, such as not seeing Komodo dragons. or manta, taste of food, seasick, etc. We cannot categorize it as feedback/complaints, but we will review it. Please understand.
- We try our hardest to get as close to perfection as possible but, as we all know, nobody is perfect! Customers may find details on the ship that are not as planned: areas that may not have been cleaned as thoroughly as expected, damage, amenities promised but not provided, itineraries that have been changed or shortened, etc. Please communicate with crew on board so that they can be followed up immediately.
- For feedback about the trip please convey to our crew on board immediately, our crew on will find out the solution during the trip, or forward to our management no more that 5 days after the trips. We will response immediately, and we will waive all complain that coming after 5 days from the trip finish.



Sail in a relaxed and peaceful nature with comfort

FORCE MAJEUR

- Force majeure is considered as any event which is not imputable to the parties and which the defaulting party could not reasonably have foreseen or overcome, such as: War or hostilities, natural disasters, exceptional storm, perils or accidents at sea, acts of State, general strike, technical damage etc.
- Economic or commercial circumstances affecting the financial profitability of the operation for either party, shall not constitute force majeure, unless this is caused by perils of the sea or by strike of the Ship's crew or of the Ship's personnel and unless this strike is part of a general strike.
- If the Charterer or the My Way Komodo Sail must cancel the sailing due to Force majeure including pandemics, then all amounts paid will be kept and the itinerary will be moved to a later date when the restrictions are removed.
- In addition, the Captain may exercise good judgment and discretion to cancel any charter without refund for any of the following reasons: passengers over-intoxicated, unconsciousness, aggravation of previous injury, illegal drug use, unruly or reckless behavior, perceived risk or threat to the operation of the boat or to others, criminal act or violation of local law and boating regulations, or behavior that distracts the Captain or Crew from their duties. In any case, you will be informed by My Way Komodo Sail team as soon as possible. In these particular cases, the customer may not apply for reimbursement from My Way Komodo Sail.

By booking and sending the payment to My Komodo Sail, the Guest/Agent understands all the risks of sea travel and all the factors involved in the journey, and understands that it may not be possible to list all the risks inherent in participating in this event, but some of them are listed here to give participants a better idea of the risks involved. The Guest/Agent has read and agrees to each of the terms listed here.

Thank you and best regards,



My Way Komodo Sail Management



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