



ORACLE
YACHT



TERMS & CONDITIONS



These Booking Terms and Conditions ("Terms", "Agreement", or "Booking Terms") govern all charter bookings, reservations, voyages, activities, and related services provided aboard the Indonesian-flagged private charter vessel known as Oracle Yacht ("Vessel", "Oracle", "we", "our", or "us"), operated by or on behalf of PT. The Oracle Journey.

By paying any deposit, confirming any reservation, boarding the Vessel, or participating in any activities arranged by Oracle, the booking guest acknowledges and agrees to be legally bound by these Terms on behalf of themselves and all guests included in the booking.

For the purpose of this Agreement:

- "Lead Guest" means the person making the booking and accepting these Terms on behalf of all Guests;
- "Guest(s)" means all persons travelling, embarking, participating in activities, or otherwise using the Vessel under the booking;
- "Charter" means the voyage, cruise, expedition, or charter services booked with Oracle;
- "Itinerary" means the proposed route, destinations, schedule, and activities for the Charter.

These Terms incorporate all booking confirmations, invoices, itineraries, waivers, indemnities, health declarations, activity releases, passenger manifests, and any other documents issued by Oracle.

1. Bookings and Confirmation

All bookings are subject to availability and shall only be deemed confirmed upon:

- receipt of the required deposit payment;
- written confirmation issued by Oracle;
- execution or acceptance of these Terms; and
- submission of all requested guest information and documentation.

Oracle reserves the right to refuse any booking request at its sole discretion. The Lead Guest warrants that they are authorized to act on behalf of all Guests included in the booking and accepts responsibility for ensuring that all Guests comply with these Terms.

2. Charter Rates

The charter rate shall be the amount stated in the applicable quotation, booking confirmation, or invoice ("Charter Fee").

Unless otherwise expressly stated in writing, all rates are quoted in the applicable currency specified by Oracle and may be subject to:

- government taxes;
- national park fees;
- harbor fees;
- bank charges;
- foreign exchange adjustments; and/or
- third-party supplier charges.

Oracle reserves the right to correct any pricing errors or omissions at any time prior to booking confirmation.



3. *Charter Inclusions*

Unless otherwise specified in writing, the Charter Fee generally includes:

- Luxury accommodation for 4-6 guests
- All gourmet meals, refreshments, and non-alcoholic beverages
- Land transfers to and from port
- National Park Fee's
- Guests will be thoroughly attended by our professional crew of 9 including our Cruise director, Captain, Executive Chef, Spa Therapist, Service Crew and Engineers
- Activities and use of all water sports equipment including scuba diving, snorkelling, stand up paddle boards, sea kayaks and speed boat rides
- All land excursions including community visits, national park tours, trekking, island hopping, beach picnic, set ups
- Diving for certified divers
- Massage Treatment (2 massage per day can be proposed by the therapist per day)

Specific inclusions may vary depending on the charter package, destination, season, or itinerary.

4. *Exclusions and Additional Charges*

Unless expressly stated otherwise, the Charter Fee excludes:

- international or domestic flights;
- visa fees and travel documentation;
- travel insurance;
- dive insurance;
- alcoholic beverages beyond standard inclusions;
- premium wines and spirits;
- spa treatments;
- PADI dive certification courses;
- satellite communication charges;
- medical expenses;
- evacuation costs;
- crew gratuities;
- personal expenses;
- hotel accommodations before or after the charter;
- fuel surcharges where applicable;
- special requests or custom arrangements.

Any incidental or onboard charges incurred during the charter shall be payable by the Lead Guest immediately upon completion of the charter.

Special Dietary Requirement:

Additional fees and charges may be applied due to the procurement of goods and services outside of standard offers, i.e., kosher and other specific foods with special provision attentions.



Oracle shall make all reasonable efforts to avoid unforeseen additional costs. However, quoted prices and the Charter Fee may be subject to adjustment due to circumstances beyond Oracle's reasonable control, including but not limited to increases in transportation and fuel costs, taxes, duties, governmental charges or levies, harbor fees, embarkation or disembarkation fees, currency fluctuations, national park fees, permit fees, supplier pricing adjustments, or other third-party cost increases. Where reasonably practicable, Oracle shall notify the Lead Guest of any material increase prior to embarkation. Any such additional costs shall be borne by the Guest.

Oracle will make all reasonable efforts to avoid unforeseen additional costs; however, quoted prices and the Charter Fee may be increased for reasons including, but not limited to:

- Increases in transportation cost (including fuel cost);
- Increases in taxes, charges, duties or fees levied by any governmental or public authority (e.g. freight taxes, landing fees, embarkation / disembarkation fees, sales taxes, etc.);
- Currency fluctuations;
- Government, park permit and/or other third-party price increases

5. Payment Terms

Unless otherwise agreed in writing:

- a non-refundable deposit of fifty percent (50%) of the Charter Fee is required to confirm the booking.
- full payment of all outstanding balances must be received no later than sixty (60) days prior to embarkation.

For bookings made within sixty (60) days prior to embarkation, full payment is required immediately upon confirmation.

Failure to make payment by the due date may result in automatic cancellation of the booking without refund.

All bank charges, transfer fees, and currency conversion costs shall be borne by the Guest.

6. Security Deposit, Inspection, and Damage

Guests shall be fully responsible for any loss of or damage to the Vessel, its furnishings, fittings, equipment, tenders, water toys, or any other property caused by any act, omission, negligence, misconduct, or breach of these Terms by any Guest during the charter period, including any resulting repair costs, replacement costs, specialist cleaning costs, and loss of charter income arising from such damage.

Prior to embarkation and following disembarkation, the Lead Guest and Oracle's Cruise Director or appointed representative may conduct an inspection of the Vessel and its facilities, equipment, and inventory, shall note any existing or newly identified damage, loss, or irregularity.



Guests shall pay a refundable security deposit in the amount specified by Oracle in the applicable booking confirmation or invoice ("Security Deposit"). Unless otherwise agreed in writing:

- the Security Deposit shall be due no later than sixty (60) days prior to embarkation; and
- for bookings made within sixty (60) days prior to embarkation, the Security Deposit shall be payable immediately upon booking confirmation.

Oracle shall be entitled to deduct from the Security Deposit any amounts relating to:

- damage to the Vessel or its contents;
- missing or damaged equipment;
- excessive cleaning requirements;
- unpaid onboard expenses or incidental charges;
- loss or damage caused by Guest negligence or misconduct;
- repair costs and associated operational expenses; and/or
- loss of income resulting from the Vessel being unavailable for subsequent charter due to Guest-caused damage.

If no deductions are required, the remaining balance of the Security Deposit shall be refunded to the Lead Guest within a reasonable period following completion of the charter.

If the cost of repairs, replacements, losses, or unpaid charges exceeds the amount of the Security Deposit, the Lead Guest shall remain fully liable for the outstanding balance and shall pay such amount immediately upon demand by Oracle.

The Lead Guest authorizes Oracle to charge any outstanding amounts, including excess damage costs and unpaid onboard expenses, to the payment method or credit card provided in connection with the booking, and acknowledges that such authorization shall survive completion of the charter.

If no deductions are required, the balance of the security deposit shall be refunded within a reasonable period following disembarkation.

If damages or losses exceed the amount of the security deposit, the Lead Guest shall remain fully liable for the outstanding balance.

7. Guest Information and Travel Documents

Guests must provide all requested information prior to embarkation, including but not limited to:

- passport copies;
- emergency contact information;
- dietary requirements;
- medical conditions;
- diving certifications (if applicable);
- travel insurance details.



Each Guest is solely responsible for ensuring that they possess:

- valid passports;
- visas;
- permits;
- vaccinations; and
- any other travel documentation required for the itinerary.

Oracle shall not be responsible for denied boarding, immigration refusal, or travel disruption resulting from incomplete or invalid documentation.

8. Embarkation and Disembarkation

Guests are required to arrive at the designated embarkation location at the scheduled time advised by Oracle.

Oracle reserves the right to depart at the scheduled time regardless of late arrivals. No refunds, credits, or compensation shall be provided for missed departures caused by:

- delayed flights;
- immigration delays;
- weather disruptions;
- personal circumstances; or
- other events beyond Oracle's control.

Guests must vacate the Vessel by the designated disembarkation time unless otherwise approved by Oracle.

9. Itinerary and Weather Conditions

All itineraries are indicative only and remain subject to:

- weather conditions;
- sea conditions;
- tides;
- harbour authority requirements;
- government regulations;
- operational considerations; and
- captain discretion.

The Captain shall have absolute authority regarding navigation, route adjustments, activity cancellation, and operational decisions relating to safety and vessel management. Oracle reserves the right to:

- alter destinations;
- modify schedules;
- omit stops;
- substitute activities; or
- revise the itinerary at any time without liability where reasonably necessary for safety, weather, operational, or regulatory reasons.

No refund shall be due for itinerary adjustments made in good faith for operational or safety reasons.



10. Alteration of Booking by Guest

Any request to amend a booking must be submitted in writing and remains subject to Oracle's approval and availability. Approved changes may incur:

- administrative fees;
- additional charter costs;
- third-party cancellation charges; and/or
- revised pricing.

Oracle does not guarantee that requested amendments can be accommodated.

11. Cancellation by Guest

All cancellation requests must be submitted in writing. Unless otherwise agreed in writing, the following cancellation charges shall apply:

- more than 120 days before embarkation: loss of deposit;
- 90–119 days before embarkation: 75% of the Charter Fee;
- 0–89 days before embarkation: 100% of the Charter Fee;
- no-show or early termination: 100% of the Charter Fee.

Any refunds approved by Oracle shall exclude:

- bank charges;
- administrative fees;
- third-party costs already incurred; and
- non-recoverable expenses.

Oracle strongly recommends that Guests obtain comprehensive travel insurance with cancellation coverage.

12. Alteration or Cancellation by Oracle

Oracle reserves the right to cancel, postpone, substitute, or alter any charter, itinerary, accommodation, crew member, activity, or service where reasonably necessary.

If Oracle cancels the charter prior to embarkation for reasons other than Guest default, Oracle may, at its discretion:

- offer an alternative charter;
- provide a credit; or
- refund payments received for unused services.

Oracle shall not be liable for:

- consequential losses;
- airfare costs;
- accommodation expenses;
- loss of enjoyment;
- business interruption; or
- any indirect damages arising from cancellation or alteration.

13. Force Majeure

Oracle shall not be liable for any failure, delay, alteration, suspension, or cancellation arising from circumstances beyond its reasonable control, including but not limited to severe weather or sea conditions, storms, earthquakes, volcanic activity, pandemics, epidemics, governmental actions or restrictions, war, terrorism, civil unrest, labour disputes, fuel shortages, port closures, mechanical breakdowns beyond reasonable control, or the acts or omissions of third-party providers.



In any Force Majeure circumstance, Oracle may suspend, alter, postpone, or cancel the charter without liability. Refunds or credits, if any, shall be determined at Oracle's reasonable discretion after deduction of unrecoverable costs.

14. Guest Responsibilities

Guests agree at all times to:

- comply with all instructions of the Captain and crew;
- behave respectfully toward crew members, local communities, and fellow Guests;
- comply with Indonesian laws and regulations;
- use the Vessel and equipment responsibly;
- avoid reckless, dangerous, abusive, or unlawful conduct;
- refrain from possessing illegal substances, weapons, or prohibited items aboard the Vessel.

Oracle reserves the right to refuse boarding or remove any Guest whose behaviour:

- endangers safety;
- disrupts operations;
- causes distress to others; or
- violates these Terms.

No refund shall be due to any removed Guest.

15. Health, Fitness, Diving, and Water Activities

Guests acknowledge that travel aboard a yacht and participation in marine activities involve inherent risks, including:

- drowning;
- decompression sickness;
- marine wildlife encounters;
- slips and falls;
- injuries;
- illness;
- evacuation delays; and
- death.

Guests warrant that they are physically and medically fit to participate in the charter and related activities.

Guests participating in diving activities must:

- hold appropriate certification;
- comply with dive safety instructions;
- disclose relevant medical conditions; and
- maintain appropriate dive insurance.
- Oracle reserves the right to prohibit participation in any activity where safety concerns arise. Participation in all water activities is entirely at the Guest's own risk.



16. Children Policy

Children are permitted aboard only under the supervision and responsibility of accompanying adults.

Parents or guardians shall remain fully responsible for:

- supervision;
- safety;
- conduct; and
- compliance with crew instructions.

Oracle does not provide childcare services unless expressly agreed in writing.

17. Insurance

Guests are strongly required to maintain valid and comprehensive:

- travel insurance;
- medical insurance;
- emergency evacuation coverage; and
- dive insurance where applicable.

Such insurance should include coverage for:

- trip cancellation;
- medical treatment;
- personal injury;
- death;
- baggage loss;
- evacuation; and
- adventure or marine activities.

Oracle shall not be responsible for uninsured losses.

18. Limitation of Liability

To the maximum extent permitted by applicable law, Oracle, its owners, operators, affiliates, crew, employees, agents, and contractors shall not be liable for personal injury, illness, death, emotional distress, property loss, theft, delay, inconvenience, business interruption, loss of enjoyment, or consequential or indirect damages arising from the charter or related activities.

Any liability of Oracle shall in all circumstances be limited to the amount actually paid by the Guest to Oracle for the applicable charter.

19. Third-party Providers

Oracle may engage third-party providers including transport operators, diving operators, guides, spas, hotels, excursion providers; and the independent contractors. Oracle does not control such third parties and shall not be liable for their acts, omissions, negligence, or services. Guests participate in third-party services entirely at their own risk.



20. Photography and Media

Oracle may capture photographs and videos during the charter for promotional and marketing purposes only with the prior approval of the Guests. Any use of such photographs or videos for promotional, marketing, or other commercial purposes shall be subject to the Guests' express consent. Guests are prohibited from using drones aboard or near the Vessel without prior approval from Oracle and any relevant authorities.

21. Environmental Responsibility

Oracle is committed to environmentally responsible tourism. Guests agree to:

- avoid littering;
- respect marine ecosystems;
- avoid touching coral reefs or wildlife;
- comply with national park regulations; and
- follow all sustainability guidelines provided by crew.

Oracle reserves the right to prohibit conduct deemed environmentally harmful.

22. Privacy

Oracle shall handle personal information in accordance with applicable privacy and data protection laws. Guest information may be shared with government authorities, harbor officials, insurers, or service providers where reasonably necessary for operational, safety, or legal purposes.

23. Indemnity

The Lead Guest and all Guests jointly and severally agree to indemnify and hold harmless Oracle and its affiliates, officers, employees, crew, and agents against any claims, losses, damages, liabilities, penalties, expenses, or legal costs arising out of:

- Guest negligence;
- Guest misconduct;
- breach of these Terms;
- unlawful acts; or
- injury or damage caused by any Guest.

24. Governing Law

These Terms and any dispute arising out of or relating to the charter or services provided by Oracle shall be governed by and construed in accordance with the laws of the Republic of Indonesia.

25. Dispute Resolution and Jurisdiction

The Parties shall first attempt to resolve disputes amicably through good faith negotiations. Any dispute not resolved amicably shall be submitted to the exclusive jurisdiction of the competent courts of Indonesia, unless otherwise agreed in writing.

26. Entire Agreement

These Terms, together with all incorporated documents, quotations, waivers, and booking confirmations, constitute the entire agreement between the Parties and supersede all prior discussions, representations, or understandings.



27. Severability

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

28. Waiver

Failure by Oracle to enforce any provision of these Terms shall not constitute a waiver of any rights.

29. Electronic Signatures

Electronic signatures, scanned signatures, digital acceptance, and email confirmations shall be deemed valid and enforceable for all purposes.

30. Acceptance

By making payment, confirming the booking, or boarding the Vessel, the Lead Guest acknowledges that they have read, understood, and agreed to these Booking Terms and Conditions on behalf of all Guests included in the booking.

Manager of Oracle

Name:

Date:

Signature:

Principal Guest

Name:

Date:

Signature:



ORACLE
YACHT