**PT. South East Asia Exotic Cruise**
E trade Building
Jl K.H. Wahid Hasyim no 55, Gondangdia, Menteng
Jakarta Pusat, 10350, Indonesia
**Website:** www.lamima.com,
**Email:** info@lamima.com

# GENERAL TERMS AND CONDITIONS 2026 (Valid from 01/12/25 till 30/11/26)

## 1. Inclusions

Our All-Inclusive Charter Fee covers everything listed below, with no limits or extra charges, except for wine which is limited to 7 bottles per night.

This includes:

- **Full private charter of the vessel** with all equipment, crew, insurance, cleaning materials, tools, and basic consumables.
- **Crew services:** Professional crew, their wages, uniforms, food, and laundry of the ship's linen.
- **Unlimited use of all water sports equipment:**
  - 2 Yamaha jet skis (outside national parks)
  - 2 Flite E-Foil Boards (1 Air & 1 Scooter)
  - 2 Underwater scooters
  - 1 Tiwal sailing dinghy
  - 1 Wakeboard, water skis
  - 6 Stand-up paddleboards
  - 2 Sea kayaks
  - Snorkeling equipment
  - Diving (all equipment for up to 16 divers, nitrox refills, and 2 dive instructors)
  - Discovery dives for beginners
  - Use of 3 tenders (1 RIB 11m/250Hp, 1 RIB 7m/100Hp, 1 RIB 5m/40Hp)
- **All gourmet meals and non-alcoholic beverages**
- **Alcoholic beverages:** Selected wines (7 bottles per night), cocktails, and local beers
- **Unlimited wellness services:**
  - Massages and beauty treatments
  - Yoga sessions and use of fitness equipment
  - Wellness retreat activities (ice bath, meditation)
- **Unlimited high-speed internet via Starlink Maritime**
- **All fees: Park entrance, boat clearance, excursions & diving**
- **Personal laundry service**
- **Airport and hotel transfers**

## 2. Exclusions

Crew gratuities: Entirely to the discretion of the guests (customary gratuity is 10% of the charter rate). Expenses due to situation beyond our control included but not limited to flight cancellation or flight delay.

## 3. Agent Commission and Net Rate

- Our all-inclusive rate, is USD 27,000 per night, subject to 11% VAT.
- The agent will receive a 20% commission of the rate before VAT.
- For charter request starting from a different location than the base mentioned in our schedule, reposition fee may apply (12, 000 US$/day not commissionable).

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## 4. Reservations

An option will be placed by SEAEC once the client confirmed the reservation.
Deposit should be received by SEAEC within 7 days from the date of the Option to confirm the booking.

## 5. Payments

- A deposit of 30% of the full amount to be paid at the time of booking.
- The remaining balance of 70% must be paid 90 days prior departure.
- If the booking is done less than 90 days prior departure, the full amount is to be paid at the moment of the booking. Failure to do so will cancel the booking and the initial deposit will not be refundable.
- Payment of the deposit will stand as acceptance of the general terms and conditions by the client.
- Bank charges to be paid by the client.

## 6. Cancellation

Should the CHARTERER fail to pay, after having been given written notice by the OWNER, any amount due under this Agreement, the OWNER reserves the right to treat this Agreement as having been repudiated by the CHARTERER and to retain the full amount of all payments made and to recover all sums unpaid and due up to the date of the repudiation.

If a cancellation is made by the client:

- 90 days or more prior to departure 30% of the fee will be forfeited.
- 89 days or less prior to departure 100% of the fee will be forfeited.

If, after signature of this Agreement, the OWNER is adjudged bankrupt or, in the case of a company, a liquidator, receiver or administrator is appointed over all or part of the OWNER's assets, the CHARTERER shall be entitled to cancel the Charter and all monies paid to the OWNER pursuant to this Agreement shall be refunded without further deduction.

## 7. Failure to Deliver

a) If by reason of force majeure the OWNER fails to deliver the Vessel within forty-eight (48) hours, the Charter Period shall be extended by a time equivalent to the delay or postponed to a mutually agreed time.
b) If the cancellation is for any reason, other than force majeure, the CHARTERER shall be en titled to immediate repayment without interest of the full amount of all payments made by him under the terms of this Agreement and shall in addition be entitled to be reimbursed for his travel expenses.
c) Special Governmental Restrictions Policy
The Parties hereby agree that should an official governmental restriction, be issued prior to the embarkation date either in the charter destination or to/from the Charterer's state and country of residence, preventing the client from being able to embark on LAMIMA, the charter will be postponed and rescheduled within 12 months or more if the travel ban is extend.

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## 8. Child Policy

Any underage child will be under the full responsibility of the parents or guardian

## 9. Jet-skis Policy

Children below the age of 16 years old will not be allowed to drive on their own. They will need to ride with a crew member or an adult guest having sufficient skill. No driving will be allowed under the influence of alcohol. Restrictions may apply according to the areas. Guests are required to follow the crew instruction at all times in order to avoid incidents with jet skis. In case of damages, a repair fee will apply and should be paid before the departure of the guests.

## 10. Alcohol and Smoking Policy

- Alcohol is complementary up to 7 bottles, as well as cocktails.
- Smoking is strictly prohibited inside all interior areas of the yacht, but guests are authorized to smoke outside in designated areas.

## 11. Captain's Authority

For any situations related to safety, the guests will have to comply with the captain instructions.

## 12. Force Majeure

In this Agreement 'force majeure' means any cause directly attributable to acts, events, non-happenings, omissions, accidents or Acts of God beyond the reasonable control of the OWNER, the Crew, or the CHARTERER (including, but not limited to, strikes, lock-outs or other labour disputes, civil commotion, riots, acts of terrorism, blockade, invasion, war, fire, explosion, sabotage, storm, collision, grounding, fog, governmental act or regulation, contaminated fuel, major mechanical or electrical breakdown beyond the Crew's control and not caused by lack of maintenance and/or OWNER's or Crew's negligence). Crew changes and shipyard delays not attributable to the aforementioned causes, do not constitute force majeure.

The itinerary or schedule might change due to weather or any other situations beyond our control.

## 13. Break Down

In case of breakdown impairing the cruise for more than 24 hours, prorate reimbursement will be paid within two working days or if mutually agreed, allow a pro rata extension of the Charter Period.

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## 14. Insurance

a) Throughout the period of this Agreement the OWNER shall insure the Vessel with recognised terms extended to provide Permission to Charter and to cover Third Party liability, Water Skiers liabilities together with liabilities arising from the use by the CHARTERER and other competent person(s) authorized by him of personal water craft, including jet skis, wave runners and other similar powered craft as well as windsurfers, dinghies, catamarans or other water-sports equipment carried by the Vessel. The insurance shall also cover Pollution and include insurance of Crew against injuries and/or Third-Party liabilities incurred during the course of their employment. The CHARTERER shall remain liable for any loss, damage or liabilities arising from any act of negligence of the CHARTERER or his Guests and not recoverable by the OWNER under his insurance
b) Copies of all relevant insurance documentation shall be available on request for inspection by the CHARTERER prior to the Charter on reasonable notice to the OWNER and shall be carried on board the Vessel
c) The CHARTERER should carry independent insurance for Personal Effects whilst on board or ashore and for any Medical or Accident expenses (including emergency transport evacuation) incurred.
d) The CHARTERER should be aware that neither Charterer's Liability Insurance and Curtailment Insurance are included in this Agreement.

## 15. Liability

South East Asia Exotic Cruise will not be held responsible in case of any injury or illness happening during the cruise. South East Asia Exotic cruise will not be held responsible in case of lost or breakage for any of the guest personal properties.

In case of loss or damages of any of the company properties (Jet skis, carpet…), replacement or repair fee will apply and should be pay before the departure of the guests.

## 16. Arbitration

This contract shall be governed and constructed in accordance with the law of the republic of Indonesia and both parties agree to submit to the exclusive jurisdiction of the courts of the republic of Indonesia.