

Terms and Conditions of Celebes Divers PMA for Online Providers, Private Customers and Tour Operators

1. Booking Modalities

Reservations for stays and additional services offered by Celebes Divers in its resorts can be made directly with Celebes Divers or through the online booking system on the Celebes Divers website. For special requests such as conferences, events or group bookings, please always contact Celebes Divers directly by e-mail.

Sending booking requests to Celebes Divers in any way and/or using the online booking system constitutes acceptance of the terms and conditions set out here.

2. Online Booking

Any reservation of accommodation and/or additional services made through the online booking system on the Celebes Divers website is made directly to Celebes Divers without any intermediary.

3. Accommodation Contract and Payment

a) In the case of an online booking through the Celebes Divers website, the contract for accommodation and/or ancillary services will be concluded directly between the customer and Celebes Divers. The Customer pays the price of the stay directly to Celebes Divers. All rights and obligations arising from the accommodation contract arise directly and exclusively between the booking party and Celebes Divers.

b) The room will be provisionally reserved at the time of booking, either directly or online through the Celebes Divers website; within 48 hours, Celebes Divers will send the customer an e-mail confirming the booking with the details for payment of the amount due or the deposit.

Payment of the requested deposit must be made within 3 days of receipt of the e-mail confirming the booking, otherwise the booking will be considered cancelled.

The reservation, made directly or online through the Celebes Divers website, is not completed and confirmed until Celebes Divers has received proof of payment of the amount due or the deposit within the time limits indicated in the feedback e-mail.

The balance must be paid within 45 days of the arrival date or, in the case of bookings made before 45 days of arrival, within 3 days of receipt of the booking confirmation.

c) If due, the balance for all services and/or goods used during the stay must be paid before leaving the resort.

d) If a tour operator or online provider has confirmed and sold a category to the customer that is different from the category of the booking paid for to Celebes Divers, Celebes Divers will not be held responsible for this and will not make any refunds. The Customer must discuss this exclusively with his booking partner.

e) Only those prices are valid that Celebes Divers advertised when the customer booked. No refunds will be made to customers who have paid through tour operators or online providers and who have agreed on different prices.

4. Changes, Cancellations and Penalties

a) All changes must always be forwarded by e-mail to Celebes Divers and authorized by them. The date of the change will be set as the date of receipt of the notification by Celebes Divers.

b) Cancellation of a reservation made through the online reservation system is only legally effective if the customer notifies it in writing by a signed letter sent by e-mail. In all cases, the cancellation is only valid if Celebes Divers is aware of it.

c) In case of cancellation by the customer for any reason, the following penalties are due:

19 - 0 days before arrival: 100%.

44 - 20 days before arrival: 60%.

60 - 45 days before arrival: 20%.

90 - 61 days before arrival: 10%.

90 + days before arrival: The entire deposit will be refunded minus any bank charges.

d) in case of non-arrival on the agreed date without prior cancellation of the reservation, a penalty of 100% of the reservation value is due.

e) In the event of an early departure, Celebes Divers is entitled to payment of the agreed amount for the entire stay.

e) No credit or refunds will be given for personal emergencies, medical conditions, missed or irregular flights, flight delays or other reasons that make it impossible for the customer to reach the resort.

f) No refunds will be given for dive packages or prepaid courses that are not used in whole or in part for any reason, including illness, ear problems, lost luggage, delayed flights or customer cancellations. Unused dives from dive packages cannot be transferred to another person and are non-refundable.

5. Acts of God

If the contract cannot be fulfilled in whole or in part due to force majeure, such as war, threat of war, riots, civil unrest and conflicts, terrorist activities, earthquakes, volcanic eruptions or other natural or nuclear disasters, fires, adverse weather conditions, strikes, pandemics, official prohibitions in general and other similar events of force majeure, which are beyond the control of Celebes Divers, a voucher will be issued in the amount of the payments made, which must be used within one year of its issue, unless an extension is agreed upon with Celebes Divers.

6. Health Aspects

Every guest must ensure that he or she is in a healthy condition to stay on a tropical island and participate in the activities offered. In particular, Siladen Island is not equipped to provide medical services and does not have the facilities to offer services to disabled guests or those requiring special assistance. We therefore ask that babies and children - who are welcome - are always accompanied by an adult and that guests who require special assistance of any kind (disabled people, babies and children, pregnant women or people who have difficulty moving or suffer from illness) take the necessary measures for any emergency that may arise.

Celebes Divers assumes no responsibility and is not liable for damages due to illness, injury or death of customers that have occurred for any reason whatsoever, unless it can be proven to be a direct result of the negligence of Celebes Divers. In the event that a medical problem should arise during the stay that requires hospitalisation, evacuation, use of boats or transfer planes, Celebes Divers will provide all possible assistance, but the responsibility for paying the related costs lies exclusively with the guest.

7. Insurance

In accordance with points 4, 5 and 6, we recommend that clients take out full travel insurance before travelling to our resorts. In particular, we recommend that all customers and their accompanying persons take out insurance valid for the entire duration of their stay at one of our resorts against illness, accident, medical evacuation, death, loss of luggage and personal effects during the trip and during their stay in Siladen, flight and accommodation cancellation and other travel events.

Divers are required to have special insurance cover for diving, which is also offered locally, for example by Divers Alert Network (DAN) or Dive Assure.

8. Rooms, Check-In, Check-Out

a) Unless otherwise agreed in writing, the customer has no claim to the provision of specific rooms within a room category.

b) Ordered rooms are available to the customer from 3:00 pm on the agreed day of arrival.

c) On the agreed day of departure, the rooms must be vacated and returned to the resort by 12:00 pm at the latest. For any use beyond this, the resort can demand compensation for use.

9. Loss and Damage of Items Brought Along

a) Personal belongings brought into the resort are at the risk of the guest. Celebes Divers assumes no liability for loss, destruction or damage, except in the case of gross negligence or intent on the part of Celebes Divers.

b) Objects brought along are to be removed from the guest rooms immediately at the end of the stay. If the guest fails to do so, the resort may remove and store the items at the expense and risk of the guest.

10. Deficiencies, Liability, Limitation Period

a) If deficiencies are found in the deliveries or services of the resort or if the services are disrupted, the customer must notify this immediately after detection - in any case before departure - so that the resort has the opportunity to remedy the situation as quickly as possible or to ensure that the deliveries and services are in accordance with the contract. The customer is obliged to do what is reasonable for him and to keep any other possible damage as low as possible.

b) Wake-up orders are carried out by the resort with the usual care. In the event of non-execution or poor execution, however, claims for damages are excluded, unless the resort has acted with gross negligence or intent.

c) Messages, mail and consignments of goods for the customer are handled with the usual care. The Resort will take care of the delivery, storage and - if expressly requested - the forwarding of the same for a fee. In case of non-performance or poor performance, however, claims for damages are excluded, unless the resort has acted with intent or gross negligence.

d) In all other respects, the resort's liability in areas not typical of its services is limited to deficiencies in performance that are due to intent or gross negligence on the part of the resort.

e) Claims of the customer due to non-fulfilment or poor fulfilment or for reasons of other liability of the resort - subject to any shorter statutory period of limitation - shall become statute-barred at the latest six months after the date of departure agreed in the contract for the rental of resort rooms.

12. Final Clauses

a) Amendments and supplements to the contract for the rental of hotel rooms or these terms and conditions must be in writing to be effective.

b) Place of performance and payment is Indonesia.

c) Indonesian law applies.

d) Should individual provisions of the contract for the rental of hotel rooms and/or these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions.

e) In case of complaints or a legal dispute the place of jurisdiction is Manado.

13. Data Protection

All data that the customer provides to Celebes Divers or enters into the online booking system will be electronically processed by the booking system. The resort will process the personal data provided by the customer exclusively for the purpose of processing the booking and fulfilling the contract; the transfer of data for other purposes is excluded.

In particular, the resort informs you about:

- personal data will be processed in accordance with European Community regulations (EU Regulation No. 2016/679 c.d. GDPR)
- the data controller is PMA Celebes Divers (e-mail: info@celebesdivers.com)
- the personal data are necessary for the fulfilment of legal requirements, for administrative purposes and for the organisation and implementation of the services and performances requested
- the data will be processed in automated and/or manual form, on computer and/or paper, by the persons in charge of the company for the time necessary to achieve the purposes for which they are collected and will not be communicated or disclosed to third parties without express consent, except for the communications necessary to fulfil legal and contractual obligations
- Celebes Divers does not use automated procedures, including the creation of profiles;
- the data subject may, at any time, exercise the right to obtain confirmation as to whether or not personal data concerning him exist or not and the purposes of the processing, as well as communication of such data to third parties, to obtain the rectification and erasure of data, to oppose processing at any time and informally, to withdraw consent at any time. Please note that, in the event of withdrawal of consent, the lawfulness of the processing, based on the consent given prior to withdrawal, will never be affected and a warning is given that withdrawal of consent could hinder or exclude the provision of the services requested; all the rights listed may be exercised by written request addressed to Celebes Divers, to the postal address of its registered office or to the e-mail address: info@celebesdiver.com.

PMA Celebes Divers

Date: 01.06.2020, Location: Manado