

Sipadan-KAPALAI Dive Resort

Valid 1 April 2017 till 31 March 2018
(Prices are subjected to change without notice)

MALAYSIAN & EXPATRIATE

Diver Package Rate/person		Non-Diver Package Rate/person	
Night	Package Rate	Night	Package Rate
2N	2,155	2N	1,724
3N	2,950	3N	2,360
4N	3,895	4N	3,116
5N	4,840	5N	3,872
6N	5,785	6N	4,628
Extension Night	945/pax/night	Extension Night	756/pax/night

NON-MALAYSIAN

Diver Package Rate/person		Non-Diver Package Rate/person	
Night	Package Rate	Night	Package Rate
2N	2,495	2N	1,996
3N	3,460	3N	2,768
4N	4,520	4N	3,616
5N	5,580	5N	4,464
6N	6,640	6N	5,312
Extension Night	1060/pax/night	Extension Night	848/pax/night

Rates above in Ringgit Malaysia and include GST

Package Includes:-

- Transfer from Tawau Airport to SEMPORNA and return. **Limited to A DAY BEFORE check-In and A DAY AFTER check-Out ONLY.** Any additional transfer is chargeable at RM 50.00/person per way subjected to 6% GST; minimum 2 people.
- Transfer by boat from Semporna (KAPALAI private Jetty) to KAPALAI resort and return (SIC basis) – 45minutes
- Fresh *Buffet Meals* – breakfast/lunch/dinner throughout the stay
- Afternoon snacks – served at the restaurant daily
- Tea/Coffee, cold water and cordial – served throughout the day at the restaurant daily
- Snorkel around the resort – from KAPALAI Dive Centre only

(Includes in Diver Package only)

- 3 guided boat dives daily – except on arrival & departure day
- Tank, weight and weight belt are provided
- Unlimited house reef dive in front of KAPALAI Dive Centre
- Night dives in front of KAPALAI Dive Centre - for diver with night dive experience only.
(Unlimited dive and Night dives are unguided & must be accompanied by buddy)

Note:

1. EXCLUDE RM 11.00 per person (inclusive GST) of Semporna Jetty Fee
2. KAPALAI has no other room category and allocation of room is based on RUN OF HOUSE (ROH) basis. (choosing of room by number will not be entertained)
3. Honeymoon/Simple decoration (setting on arrival day only) in the chalet is chargeable at RM 160.00 per setting (inclusive GST)
4. Combining Diver Package and Non-Diver Package is not allowed (divers have to decide between Diver package OR Non-Diver package throughout their stay)
5. To purchase Diver Package, one must be a certified/licensed diver
6. Single/Solo traveler is subjected to Single Supplement for OWN CHALET with NO SHARING option (Single Supplement additional 30% from the above package rate)
7. Group Travel Option – ONE (1) pax FREE for every NINE (9) paying pax (Subjected to same arrival and departure flight and time)
8. 5% off from the package rate for sharing 3 adults in a chalet
9. 50% off from the Non-Dive Package rate for non-diver child from 2 to below 12 yrs
10. Infant 24 months and below is chargeable at 10% of Non-Diver Package rate
11. Junior Diver (Child Diver) rate is based on Diver Package rate
12. No pregnant woman are allowed by boat to KAPALAI Resort
13. No dive allowed within 24 hours prior to departure flight time.
14. Snorkel by boat is not available
15. Divers are encourage to bring along their own equipment otherwise opt for rental from KAPALAI Dive Centre

Pick up and drop off Mabul Island

16. Unscheduled boat pick up and drop off Mabul Island should be made at least a day earlier at fee RM 477/way (inclusive GST)
17. Free drop off at Mabul Island for following the resort's fixed boat scheduled transfer time i.e. 0930 hrs or 1330 hrs

Equipment rental rate:-

ITEM	RATE
BC Jacket	32.00/Day
Regulator/gauges/octopus	32.00/Day
Mask & Snorkel	17.00/Day
Wet suit	27.00/Day
Fins	11.00/Day
Booties	11.00/Day
Dive Computer	38.00/Day

Boat Schedules (Fixed)

Semporna Private Jetty to KAPALAI Resort – 10:00 am; 12:30 pm and 15:00 pm
KAPALAI Resort to Semporna Private Jetty – 06:30 am; 09:30 am and 13:30 pm

Check-In/Check-Out Time

Check-In Time into Chalet– 02:00 pm
Check-Out Time from Chalet – 12.00 pm

Meals and Timing

Breakfast 07:00 am to 10:30 am
Lunch 12:30 pm to 14:00 pm
Dinner 19:00 pm to 20:30 pm

Note: Strictly no outside Food & Drinks allowed into the Resort

Flight Timing Guide

Arrival:

Book the earliest flight to arrive Tawau. Latest by 13:35 pm, for transfer to resort on same day. 1st boat into KAPALAI is at 10:00 am, earliest flight to look for is from Kota Kinabalu to arrive Tawau around 07:40 am

Departure:

Book any flight from 10:00 am onward.

To stay up to last departure boat at 13:30 pm from KAPALAI, earliest flight to look for is anytime from 17:00 pm.

Following information needed to block the room/confirm reservation.

Full name 1 :
NRIC (for MALAYSIAN) / Passport Number :
Nationality :
Gender (M/F) :
Date of Birth (DOB) :
Diver / Non-Diver package :

Non-refundable deposit required to block a room at KAPALAI.

Deposit required : RM 742 per person (inclusive GST)
Full payment should be settled 30 days prior to arrival date.

GENERAL TERMS & CONDITIONS

Please ensure to read and understand the Terms & Conditions below before proceeding with reservation and booking.

1. Reservation/Deposit/Full payment

1.1. Reservation

At least Sixty (60) days advance reservation by email are preferred

Booking Request Standard Deadline (cooling-off period)

Upon inquiry, subjected to room availability, room(s)/space(s) will be held for **3 days only**. Should there be **NO RECONFIRMATION** within the given period, the temporary held room(s)/space(s) will be released by our booking system automatically without further notification to you.

Once booking has been reconfirmed, a **non-refundable deposit** will be required to block the room(s)/space(s) until 30 days to arrival date where full payment should be made to finalized the booking. Reservation will be automatically canceled if deposit is not received.

Please review and verify all booking invoice thoroughly immediately if the invoice appears to be incorrect or incomplete. We cannot accept responsibility if we are not notified of inaccuracies within 5 days after sending out the invoice. In the case of billing errors, we reserve the right to re-invoice you with the correct pricing.

1.2. Deposit (Non-refundable deposit)

A **non-refundable deposit** of RM 742/person (inclusive GST) per person and/or per room per night is required to reserve space.

1.3. Full Payment (Final Payment)

Full/final payment is due 30 days prior to commencement of services. If final/full payment is not received by the due date, your reservation will be cancelled and your full deposit will be retained. We are not responsible for cancelled of reservations in the event final balance is not received by the final payment date.

2. Bookings within thirty (30) days.

For reservations made within the final payment date of your vacation (in most cases, within 30 days of departure and subjected to availability of accommodation), **FULL PAYMENT** is required at time of booking.

3. Minimum requirement, Accompanying Children and Infants.

3.1. Minimum requirement : 2 persons

Single traveler – subjected to single supplement surcharge of additional 30% to the package price

3.2. Accompanying Children

Travelers below 12 years old on the departure date must be accompanied by an adult throughout the vacation and are requested to share an adult's accommodation. To receive the young traveler's discount, the traveler must qualify at commencement of services.

Pricing Guide:

3 Adults in a chalet – 5% discount each on the package price

1 Adult + 1 Child in a chalet (Based on 2 Adults Rate)

Junior Diver is under Diver Package

Adult age applies from 12 yrs old onward

Child (2 to 12 yrs old) – 50% of Non-Dive Package

3.3. Infant (applicable to KAPALAI only)

Infant (below 24 months) – 10% of Non-Dive Package

4. Package Prices

Package prices are in Ringgit MALAYSIA and exclude airfare, snorkel or dive gear hire, beverages, laundry, room service and others not specified or mentioned in the tour itinerary or in brochures.

Package price is per person, based on double occupancy (two people sharing a room). Single room supplement and triple reductions or pricing guides are mentioned in **CLAUSE 3** above. Prices are subjected to change without prior notice.

5. Divers Certification and Equipment

Only certified divers may participate in scuba diving activities, unless they are enrolled in a scuba training program and under the direct supervision of their certified Instructor. Guests need to produce their certification card prior to diving. Failure to produce certification card / credentials may result in the guest being denied permission to scuba dive until they can prove their certification level. Certified divers minimum requirement is PADI Open Water-recreational dive certificate or equivalent.

All scuba divers must accept full and complete responsible for themselves, their actions and their equipment. Divers may use their own gear, or to rent and use our dive equipment. (Please refer to our dive equipment rental rate)

6. Extension stay request.

One may apply for extension of stay while at the resort but subjected to accommodation availability.

7. Participation

For the benefit of everyone at the resorts, we reserves the right to accept or reject any vacation participant and to remove any participant whose conduct is deemed incompatible with the interests of the other participants. We will not refund or cover any cost or expenses incurred for termination of vacation arrangements due to unacceptable behavior.

Note:

Strictly no outside Food & Drinks allowed into the Resort

8. Travelers Who Need Special Assistance On Tours and/or Cruises

You must advise any disability requiring special attention at the time the reservation is made. We will do their best to accommodate the special needs request, but is not responsible in the event it is unable to do so nor responsible for any denial of services by, hotels, restaurants, or other independent suppliers.

We cannot provide individual assistance to a vacation participant for walking, dining, getting on and off motor coaches, passenger boat and other vehicles, or other personal needs. We strongly recommend a qualified and physically able companion must accompany travelers who need such assistance. All travelers are subjected to the Participation **CLAUSE 7** above.

9. Transfer Arrangement & Fees

Package prices are inclusive of land & boat transfer on the check-in and checkout day only. Additional fee will be charged for unscheduled transfers included in the package.

10. Cancellation Charges/Refund

Please notify us via email of the intention to cancel any booking at the earliest instance available. Any request for refunds is subjected to these Terms & Conditions.

After commencement of service no refund in part or full, will be made (in cash equivalent or vacation price reduction) for unused services/activity for voluntary modifications made by the traveler. Where a guest fails to complete a dive, dive course or fails to participate in pre-booked or packaged activities for any reason (including ill health) or free choice, they will still be charged for the package. For example, if a guest books a package which includes 5 days of diving and on the third day they abort their first dive because they couldn't equalize. When that guest checks out, they will still be charged for the package and advised to make a claim on their travel insurance.

If a booking cancellation is received prior to the final payment date of your vacation, the nonrefundable deposit payments will be retained.

In the event of cancellation after full payment, an administrative fee of RM 160.00, bank charges, credit card charges and any exchange rate losses must be added to the following cancellation policies.

- a) From 60 days to 15 days - 30% of the trip's full price forfeited
- b) From 14 days to 8 days - 50% of the trip's full price forfeited
- c) From 7 days to arrival day - 75% of the trip's full price forfeited
- d) "No show" by customer - 100% of the trip's full price forfeited

We reserve the right to cancel or reschedule any vacation departure for any reason, including insufficient demand or force majeure. If a vacation is cancelled prior to departure, we will only refund the amount received for the reservation. We will try to rebook the same vacation with a different departure date, or a similar vacation but there is no guarantee of availability of offering

11. Unforeseen Circumstances

We will not be held liable for any delay, additional expense or inconvenience which may be caused directly or indirectly by events outside of the company control, such as late arrival of domestic or international flights, civil disturbance, fire, floods, unusually severe weather, act of God, act of Government, or the failure of any machinery or equipment. Additionally, we will not accept any responsibility for any injury, guest loss of or damage to personal equipment and property whilst staying at the resort, or during participation in any activity. In the unlikely event that the dive trip is cancelled due to bad weather, rough and dangerous sea conditions, a natural disaster, an act of God, war, political unrest, a danger to passengers, or the boat, then the resort has the right to cancel or delay the departure.

The resort withholds the right to change the planned itinerary, leave for jetty early or change the schedule.

12. Liability

We cannot be held responsible, or in any way liable, for property losses, personal losses, accidents, injury, or death for any reason whatsoever, whether through any activities booked through us, or caused to you by third parties connected, or not connected to us. We will not be liable, for any additional expenses incurred by customers, for any reasons whatsoever. If a complaint is received about the package, for any reason, the company will agree to investigate and may act upon the complaint dependent upon our findings. All guests/customers will be required to read and sign the company

Standard Liability Form and other related forms at the resort upon arrival or check-in. Refusal by a guest to sign such documents will prevent the resort from providing such activities.

13. Insurance

We recommend that if you intend to go scuba diving, make sure you have an insurance policy that covers this activity. We strongly recommend that all guests take out adequate travel insurance covers accident, loss caused by cancellations, loss of luggage, personal property, medical expenses, medical evacuation and weather disruption / cancellations (including activity cancellations). Guests intending on participating in diving activities must ensure their insurance covers them for SCUBA related activities and has appropriate 'depth ' coverage.

14. Travel Documentation

Please check you have the required travel documents before booking your dive trip. Make sure your passport has at least 6 months to run from your time of entry into Malaysia.