

# TERMS & CONDITIONS

## BOOKING POLICY

**Reservations:** To confirm your booking with Emperor Divers you must supply the required information for each guest is as follows:

- full name according to passport
- nationality, passport number and expiry date
- dive certificates level and number of dives

For liveboards, please supply the following additional information:

- flight details
- if the night before the cruise is spent in a resort, advise resort and transfer arrival time for airport meeting (for liveboards)
- dive gear for rent (items and sizes if any)
- dietary requirements, including allergies, if any
- medical conditions if any

**Liveboards:** If a booking is made more than 60 days prior to your service start date, then a 20% deposit is due within 7 working days of a provisional reservation. Final or full payment is due 60 days prior to your service start date. A booking is not confirmed until the deposit has been received by Emperor Divers and the company reserves the right to cancel a booking if final payment is delayed. For group bookings of 6 or more, an additional 25% deposit is payable 180 days before departure.

If you book at least 6 months in advance you can use our Pay Monthly Plan. Book online as usual then contact us at [reservations@emperordivers.com](mailto:reservations@emperordivers.com) or on the live webchat to say you'd like to pay by instalments. We will email you the instalments and dates.

**Day Diving & Courses:** Payment is due upon booking. A booking is not confirmed until payment has been received by Emperor Divers and the company reserves the right to cancel a booking if payment is delayed.

**Late payment:** For bookings where payment is not made prior to arrival in resort, Emperor Divers is not able to guarantee course or boat slots and any bookings will therefore be arranged and paid for locally in resort at full resort rates plus any applicable taxes.

**Additional charges:** Each destination can have different local fees such as National Park, Port and Chamber fees, which are paid locally in Euros for Egypt and in US Dollars for Maldives and Indonesia. Services arranged in resort including but not limited to; equipment rental, special tank requests, shop purchases, course materials & certification fees, will be inclusive of any service charges and local taxes. Please check the price lists on our website for further information. All local taxes, park and port fees are included in the liveboard price.

**Surcharges:** Emperor Divers reserve the right to apply an appropriate surcharge to its prices should economic changes (such as exchange rates, fuel prices, etc) make a material difference to its pricing structure.

- A minimum of 14 days' notice will be given before such a surcharge becomes effective.
- No surcharge will be applied within 28 days of departure.
- If the surcharge results in an increase of 10% or more to the price of the liveboard, dive package/dive course, then cancellation with a full refund will be allowed. Notification of the intention to cancel must be made in writing within 14 days of the notification or the surcharge.

## CANCELLATION POLICY

**Amendments or cancellations:** Amendments or cancellations of confirmed bookings should be emailed directly at the earliest opportunity to [reservations@emperordivers.com](mailto:reservations@emperordivers.com). When this has been processed, you will receive a response within 24 hours, if this is not received, please resend your email.

Cancellation of any special tanks or equipment sourced by Emperor from a third party (i.e. Technical) must be received no later than 48 hours prior to your arrival. Failure to do so will incur a charge of 50% of the total rental cost. Trimix tanks will be subject to 100% cancellation fees.

**Liveboards:** If you cancel:

- More than 60 days prior to service start date, the cancellation fee charged is equal to the amount of deposit(s) already paid.
- 60 days or less prior to service start date a cancellation fee of 100% is charged.

Note: the above percentages are of the total booking value, not on any deposit received.

For whole boat charters Emperor Divers understand the changeable nature of group bookings. The Group Leader should keep Emperor Divers informed if it looks unlikely that you will be able to fill the boat and every effort will be made to help you fill the charter.

**Day Diving, Courses:** 100% cancellation if cancelled within 30 days. PADI digital course materials are non-refundable once issued and redeemed.

No show fee: Any guest in resort who signs up to dive but does not attend on the day or does not call to cancel by 4.00pm the evening before the arranged day, may be charged a €10 EUR / \$15 USD per person cancellation fee.

Any service booked with Emperor Divers which is cancelled by you in resort or due to bad weather cannot be refunded or exchanged for any other product or service. An insurance letter will be issued should you wish to make a claim concerning illness, injury or loss of diving due to bad weather. However, Emperor Divers will in the case of daily diving and where operationally possible, attempt to provide alternative dives, but if this is not possible and as a goodwill gesture for those who do not wish to make an insurance claim, will offer a credit voucher to be used with Emperor Divers in the future. This voucher will be applicable for all our diving resorts but cannot be passed on to a 3rd party.

**Travel Restrictions:** If your foreign office issues a travel warning and advises against travel to a specific destination, we will hold on account any monies paid to us as credit to use against a future booking. There will be no charge to make this change and if the re-booked trip is at the same service level but costs more at the time you chose to re-book, then the difference (and increase in price) will NOT be requested.

**Passports & Visas:** Guests must ensure their travel documents are correct and valid for their entire trip, including any specific entry requirements such as minimum validity periods and blank page counts. Guests are responsible for verifying all travel requirements and documentation with the destination country's embassy or consulate before departure. Please note that entry requirements may vary and change without notice. Emperor Divers is not responsible for cancellation costs resulting from failed or delayed visa applications or insufficient travel documentation or failure to comply with entry requirements.

## GENERAL TERMS - LIVEBOARDS

**Boat Changes:** In the unlikely event that Emperor Divers changes the boat you have booked for reasons beyond our control we aim to provide a boat of the same standard however in the event this is not possible we will reimburse you the difference in cost.

**Number of dives required:** Emperor Divers Fleet advises that all guests joining a liveboard must be Open Water Diver or equivalent. Currents can be strong; therefore, we recommend that to get the most from our liveboards you are certified to 30 metres and are comfortable with drift dives, please check each itinerary for further information. The Advanced Open Water Course and/or selected Speciality Courses are offered on board upon request.

**Night Dives:** Night Diving is not allowed in the Red Sea marine parks of Brothers and Daedalus nor on Deep South itineraries in the Maldives.

**Additional charges:** Any equipment rental, special tank requests, shop purchases, course materials & certification fees are paid locally and are subject to local taxes. All local taxes, park and port fees are included in your liveboard price.

**Safety Equipment:** Every diver is required to wear a dive computer, carry a Surface Marker Buoy (with a minimum 5 metres of line to deploy during the safety stop) and a torch. In both the Maldives and Indonesia, divers are also required to carry reef hooks for every dive, especially when currents are strong.

## **GENERAL TERMS - DAY DIVING & COURSES**

**Learn to Dive Guarantee:** Details of the guarantee are as follows -

**Scuba Diver, Open Water (including Digital Learning):** If, after the first day of tuition and before day 2, you decide not to continue then we'll refund your course fee. Refunds do not include payments made to the training agency or the cost of any materials you may have purchased. There are no refunds available if you proceed beyond the first day's tuition in resort and then decide to stop.

**Discover Scuba Diving:** Should you decide to stop the course having completed the first pool or confined water training; we will refund the value of the Open Water dive which is 30% of the cost. For all courses, if you have to drop out due to illness, e.g. ear problems, then the matter is treated as an insurance claim and no refund is offered.

For all courses, if the student must drop out due to illness, e.g. ear problems, then the matter is treated as an insurance claim and no refund is offered.

## **GENERAL TERMS - Applicable to all bookings**

**Scuba Review:** Many agencies recommend a Scuba Review if it has been longer than six months since your last dive. Emperor Divers advises divers to follow the agency recommendation for safety reasons. The Scuba Review should be booked in advance and takes place on your first day. For liveboards in both Maldives and Indonesia, the Scuba Review should be completed prior to your arrival on board and signed by an instructor in your diving logbook. In the interests of safety, Emperor Divers reserve the right to provide and charge for a Skills Review or Check Dive with an instructor or restrict diving activities if the instructor has any concerns regarding diver safety.

Alternatively, a Scuba Review can be completed prior to your arrival in resort or on board and signed by an instructor in your diving logbook.

We are aware that even after a period of diving inactivity that you may be an experienced diver, therefore we advise that you complete a Check Dive prior to starting your diving. This allows you to check your buoyancy in an unfamiliar diving environment and acquaint yourself with your equipment. This can be arranged locally and will be incorporated into your first dive and includes the following skills:

- Full mask removal and replacement
- Regulator recovery and clear
- Alternate air source use
- Demonstration of neutral buoyancy

**Insurance:** It is a condition of your contract with Emperor Divers that you purchase comprehensive dive and travel insurance cover specific to your booking. Emperor Divers will not be responsible for any financial loss incurred by issues beyond our control such as, but not limited to; weather, 'Act of God' or changes made by the local authorities. You are responsible to check that these include:

- a. **Dive Injury Insurance:** covering all risks, costs and expenses likely to be incurred as a result of a diving injury, including but not limited to re-compression chamber treatments, air evacuation, and loss or damage to possessions. This insurance should cover all scuba diving or water sports activities that you are likely to undertake during your trip, and
- b. **Medical Evacuation Insurance:** covering all risks, costs and expenses likely to arise from a diving or non-diving injury requiring your evacuation to a place of specialist care, including but not limited to low altitude air evacuation; specialist treatment and direct; and indirect losses; and
- c. **Comprehensive Travel Insurance:** valid at the time of booking to cover any pre-departure cancellations should you have to cancel your trip for an insured reason such as illness or serious accident, any changes or cancellation to your travel plans, loss or damage to your luggage and contents.

You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness, diving injuries and medical evacuation. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

Should diving insurance not be obtained prior to your departure, it can be arranged on arrival with Indepths Insurance (Divemaster UK), pricing information can be found on the relevant product price list or contact us [reservations@emperordivers.com](mailto:reservations@emperordivers.com).

**Itineraries & Dive Sites:** All itineraries and dive sites are subject to various unpredictable changes including weather conditions and changes in local government approval. Whilst Emperor Divers makes every effort, we cannot guarantee diving at specific sites. In adverse weather conditions the guides and captain of the boat will have the final decision about which dive sites to visit to ensure that the guests, staff and boats safety is not compromised in any way. If in the unfortunate event that dives are missed or dive sites are not reached due to weather conditions or other unforeseeable changes, Emperor Divers will not offer a refund or compensation.

**Diving for Qualified Divers:** Emperor Divers dive guides will provide a detailed and comprehensive dive briefing before you enter the water with your buddy. When the guide is in the water, they will remain with the group to navigate the site and to look out for any interesting marine life to show you. The dive guide will not provide any dive training during the dive and you and your buddy dive together at your own risk. As qualified divers you are responsible for your own and your buddy's safety during the dive and to plan your dive and dive your plan by using either dive tables or a personal dive computer. You must begin, execute and end the dive with your dive buddy.

**Non-diving guests** and guests taking part in other water-based activities such as but not limited to; swimming, snorkelling, kayaking, stand-up paddle boarding and surfing are done at your own risk. When leaving the boat to take part in any water-based activity please ensure you have informed a member of staff so that they can monitor the conditions and are aware that you are no longer on the boat. Safety equipment is available if you do not have your own.

**Children:** Children aged 12 years or younger participating in a diving course must be accompanied by a parent or guardian at the dive centre, boat, poolside, beach and on the boat when the student is in the water.

Children aged 15 years or younger must always be supervised by a parent or designated responsible adult whilst on board an Emperor Divers day diving boat or liveboard. Children may be accepted on board for a full charter, subject to consent from the group leader.

Babies and infants are allowed on board Emperor Divers day diving boats at the discretion of the Dive Centre Manager whilst considering the comfort of other Emperor guests on board. The minimum age requirement for RIB or speed boat trips is 8 years old. Places are subject to availability and you should discuss options with reservations before confirming your booking. Emperor Divers cannot provide a legal chaperon service.

**Alcohol:** Please refer to the "Read Before You Leave" document applicable to your chosen destination or ask us about any restrictions in local resorts.

Please be aware that the risks associated with diving and water activities are increased with the consumption of alcohol or under the influence of a hangover can impair your judgement and when scuba diving can increase the risk of decompression sickness. Please drink responsibly, within your own limits and act with respect for others and your own safety at all times. Emperor Divers reserves the right to refuse entry to the water if they

believe you are no longer safely in control of your own actions and safety. If the guides deem that you are unfit to dive you will be asked to sit out the dive. Your safety and well-being are paramount so this request by the dive guides will only be made to avoid accidents.

**Behaviour:** Anti-social or aggressive behaviour will not be tolerated and individuals who cause a disturbance to other guests may be removed from the liveaboard or diving centre.

**PR & Marketing Disclaimer:** Emperor Divers reserves the right to use any photograph/video taken throughout trips or services organised or provided by Emperor Divers, without the expressed written permission of those included within the photograph/video. Emperor Divers may use the photograph/video in publications or other media material produced, used or contracted by Emperor Divers including but not limited to our publications, on our website, in social media or in any third-party publication. To ensure the privacy of individuals and children, any images or videos taken, or reviews submitted, will not be identified using full names or personal identifying information without written approval. By participating in an Emperor Divers-organised service, or by failing to notify Emperor Divers of your desire to not have your photograph/video used by Emperor Divers, you are agreeing to release, defend, hold harmless and indemnify Emperor Divers from any and all claims involving the use of your picture or likeness. Any person or organisation not affiliated with Emperor Divers may not use, copy, alter or modify Emperor Divers photographs, graphics, videography or other, similar reproductions or recordings without the advance written permission of an authorised designee from Emperor Divers.

## **FORMS TO COMPLETE**

**Medicals:** All diving guests joining a liveaboard in the Maldives or Indonesia are required to sign a [self-declaration medical](#). If you are taking part in a PADI course you will also need to sign a [PADI Diver Medical](#).

All diving guests for the Red Sea, whether diving from a liveaboard, daily diving or taking part in a course, you are required to sign a [PADI Diver Medical](#).

In both cases, if you have, or think you have, any of the medical conditions listed you will need signed clearance from a doctor valid within 12 months of starting your course. Where doctor's clearance is needed, we ask you to arrange this before arrival where possible and to bring it with you to avoid any delays, additional costs or cancellation.

**Liability Release:** All diving guests are required to produce a valid certification/qualification and sign a completed registration form/waiver, including a diver medical prior to the commencing diving activities. Please contact [reservations@emperordivers.com](mailto:reservations@emperordivers.com) for a copy.

## **YOUR CONSENT**

**Your Consent to accept our Terms and Conditions is required to proceed with your booking:**

**Why do we need your consent to this agreement?** You are contracting with us outside of the country where you reside and we are established Egyptian, Maldivian and Indonesian Companies with our management and assets held in those countries where we do comply with local laws, regulations and practices over the services we provide you with and these local laws, regulations and practices over the services we provide you with may be different from those where you live.

**How will we use your consent to this agreement?** When you consent to accept this agreement, we will provide you with our services which are subject to these Terms and Conditions. By proceeding with your booking, you consent to these terms and conditions.

**You have the right to refuse consent to accept our Terms and Conditions.** If you refuse to consent to accept our Terms and Conditions, you should not proceed with your booking.

**Should you proceed with your booking but later withdraw your consent to accept our Terms and Conditions.** If later, you withdraw your consent to accept our Terms and Conditions the agreement between us will end as your consent and acceptance of our Terms and Conditions are precedent to us providing our services to you and cancellation charges will apply as per these Terms and Conditions.