



TERMS & CONDITIONS

BOOKING POLICY

Individuals:

Payment is due within 7 working days of a provisional reservation, or with immediate effect if a booking is provisionally made less than 7 days prior to departure.

Groups:

To secure a group booking for 8 or more guests, a deposit of 25% of the total amount will be required within 7 working days of a provisional reservation. Partial deposits will not be accepted. An additional 25% deposit will be payable 12 weeks prior to departure. A charter cannot be confirmed until an official request and the deposit has been received by Emperor Fleet.

To secure an exclusive full charter reservation, an official request and a deposit of 25% will be required within 7 working days of a provisional reservation. An additional 25% deposit will be payable 12 weeks prior to departure.

In both cases, final payment is due 8 weeks prior to departure.

Full payment must be received with immediate effect if booking is made provisional less than 8 weeks prior to departure.

CANCELLATION POLICY

If cancelled:

12 weeks or more prior to departure	cancellation fee of 25%
12 – 8 weeks prior to departure	cancellation fee of 50%
8 weeks or less prior to departure	cancellation fee of 100%

Note: the above percentages are of the total booking cost, not on a deposit received.

All cancellations must be made in writing to info.safaris@emperordivers.com.

Emperor Fleet understand the changeable nature of group bookings. If the Group Leader keeps Emperor Fleet informed of changing group numbers, every effort will be made to help fill the group charter if required, however, we reserve the right to cancel a charter due to insufficient passenger numbers.

If your foreign office issues a travel warning and advises against travel to a specific destination we will change or cancel your booking free of charge.

GENERAL TERMS

Scuba Review:

Should some time have passed since your last dive, Emperor Fleet recommends all divers adhere to the recommendations made by their training agency regarding the completion of a Scuba/Skills review before diving. Most agencies recommend a Scuba/Skills review if no diving has taken place for 6 months. Evidence of the date of the divers' last dive should be shown in a log book to avoid problems on check-in; where possible the review should be booked in advance and will take place on the first day's diving or in the case of a Liveaboard on the first day of the trip. Current prices are shown in the price list. Alternatively a Scuba/Skills Review can be completed prior to arrival in resort and signed by an Instructor in the divers' logbook. In the interests of safety Emperor Fleet reserve the right to provide and charge for a Check Dive, Scuba Review, or Refresher with an Instructor, or restrict diving activities if the Instructor has any doubts about diver safety.

Medicals:

All diving guests in Hurghada, Marsa Alam or joining a Liveaboard are required to sign a self declaration medical.

All course students are required to sign a PADI Medical form prior to commencing the course.

If the diver or student has any of the medical conditions listed, signed clearance from a doctor will be required valid within 12 months. These forms can be viewed on the following link:

Diver Medical: <http://www.emperordivers.com/prices.php> (or shown below)

Student Medical: <http://www.padi.com/english/common/courses/forms/>.

Where doctors' clearance is needed, we ask guests to arrange this prior to arrival where possible to avoid delays in resort.

Insurance:

Every effort is made to ensure our guests have a safe diving experience but we recommend purchasing short – term cancellation insurance, in case of unexpected changes in your travel plans. We require every diver to have valid accident and medical insurance. Baggage Insurance is also recommended. Should Diving Insurance not be obtained prior to your visit, this can be arranged in resort with Indepths Insurance (Divemaster UK).

GENERAL TERMS**Itineraries:**

All Liveaboard itineraries are subject to various unpredictable changes including weather conditions changes in Egyptian Government approval. Whilst Emperor Fleet make 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 as to 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 Fleet will not offer a refund or compensation.

Dive Requirements:

Egyptian Law states that for the Marine Park Cruises (Just Brothers, Famous Five, Simply the Best, the Big Four, Simply Magnificent and Great Island Cruise), all guests have a minimum of:

* 50 logged dives

Emperor Fleet recommend that all guests have a minimum of:

* 50 logged dives for Get Wrecked

* 40 logged dives for South & St John's

* 30 logged dives for Fury and Friends and Safaga Cruise

* 15 logged dives for the cruises for Sinai Classic, Sinai Mini and Classic Cruise

Unconfirmed Sailings:

The sailing of any Emperor Fleet boat is unconfirmed until minimum numbers are booked. Emperor Fleet will try to offer another boat of the same standard or higher if minimum numbers are not received 2 weeks prior to the departure of the boat you have booked, but please note there may be a slightly different itinerary. If no alternative is available then a full refund will be issued.

Boat Changes:

In the unlikely event that Emperor Fleet 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 cost difference.

Surcharges:

Emperor Fleet reserves 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 safari 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.

Safety Equipment:

Each safari guest is required to carry a Surface Marker Buoy (with a minimum 5 metres of line to deploy during the safety stop) per person and 1 torch per buddy pair on all Liveboards.

Children:

No children under the age of 4 will be allowed on a Liveboard. Children over the age of 4 years must be supervised by a parent or designated responsible adult at all times. Children may be accepted onboard for a full charter, bookings subject to consent from the group leader.

LIABILITY RELEASE

All divers are required to produce a valid certification/qualification and sign a completed registration form/waiver (as below) prior to the commencing diving activities. Students are also required to fill in an additional PADI liability release which can be seen on the following link: <http://www.padi.com/english/common/courses/forms/>

Diving Issues you should be aware of when diving in the Red Sea. Your booking conditions with Emperor Fleet hereafter called "Emperor".

In signing this form I acknowledge that I have read and agree to its contents and understand the implications and risks involved.

I agree to follow the safe diving practices of my training organization(s), including conditions with regard to skills reviews after a break from diving.

The Egyptian Authorities state a maximum diving depth of 30 meters when diving with air and Enriched Air NITROX. Different rules apply when diving with technical diving equipment and will be explained if technical diving is undertaken.

ENRICHED AIR NITROX: I agree to abide by the maximum operating depth limits applicable to my level of training and the gas mix used. I agree to personally analyze cylinders for my use and complete the fill station log.

I agree not to exceed the maximum limit under any circumstances barring a life threatening emergency. I also understand that it is my responsibility to check to what depths my insurance provides cover. I understand that should I break this rule Emperor reserves the right to stop me diving with no refund for diving packages.

I confirm that I have been advised and informed of the inherent hazards of skin and scuba diving. I understand that skin and scuba diving can cause physical strain or exertion, not normally experienced in non-diving situations.

I assume all risks connected with scuba diving and will not hold Emperor responsible for any injuries including but not limited to, those resulting from heart attack, physical / mental strain or exertion, or barotraumas, including decompression sickness or arterial gas embolism.

MEDICAL: I confirm that I have no current or historic illness, disease or medical condition, which could lead to the injury of myself, any other diver or employee of Emperor, whilst skin or scuba diving. I am happy to complete the "Medical Statement" that is a requirement laid down by the Egyptian Authorities. If I am in doubt as to my health, past or present and the effect this may have on dive safety, I agree to be independently examined prior to diving.

I agree not to drink any alcoholic beverages before I dive. I give Emperor my permission to stop me from diving should I drink any alcoholic beverages before diving or if I am still under the influence of alcohol before diving. I agree not to dive after use of medication or when feeling unwell.

EMERGENCY: I agree to bear all the costs of medical treatment, chamber costs, recovery and transport charges in the event of an accident. Should the case arise that I am unable to decide for myself I authorize Emperor and their agents to arrange medical treatment on my behalf. I will provide Emperor with details of my insurance company, policy number and Medical Emergency Telephone number. I do understand that if any accident happens, it might

take some time to reach a medical centre, so I will abide by safety standards and listen carefully to the instructions of Emperor employees.

BOAT SAFETY: Extra due care and attention is required when diving, operating and living on boats due to the increased hazard of, but not restricted to, movement in rough seas, wet decks and equipment movement. I undertake to take extra care whilst on board a boat and will not hold Emperor responsible for any damages incurred that can be attributed to normal boating hazards. I accept the increased risk of diving near to and from boats and Zodiac & Inflatables and accept that extra care and vigilance is required on my behalf.

NATURE: I understand that there is marine life that may cause bodily injury if touched or harassed and therefore I agree not to feed, touch or harass the marine life. I will not wear gloves.

EQUIPMENT: Emperor maintains scuba equipment for service on a rental basis. This equipment is not in any way guaranteed either as to correct construction or safe use. Parties renting and using this equipment will do so entirely upon their own judgment and at their own risk. I have inspected the equipment and find that it is in good working order and free from defects. I agree to return the equipment at the end of the rental period in the same condition, fair wear and tear excepted, and will be responsible for the loss or damage to the said equipment including freight charges and import duty. Equipment returned late is subject to a late charge. No refunds will be paid due to non-use of equipment. Rentals are per 24-hour or part period. A security deposit is required on all rentals. Emperor is not responsible for any damage to, or loss of any equipment whether the property of the client or Emperor.

I agree that Emperor will not be held liable or responsible for an injury I sustain as a result of not adhering to the above items.

INSURANCE: Emperor is an Egyptian Company and comes under Egyptian law. Emperor has "Dive-Master" liability cover for diving activities. There is no third-party liability insurance of European standards available in Egypt and hence Emperor insist that guests have adequate personal diving and non-diving insurance to cover all diving and non-diving risks involved in the service provided by Emperor. IT IS MY RESPONSIBILITY to check that my insurance provides adequate cover and that I dive within the limits of the cover provided. Chamber costs are high in Egypt. We also advise that it is important to have good travel insurance to cover accidents of a general nature.

JURISDICTION: The contract between you and Emperor Divers is made on the terms of these booking conditions, which are governed by Egyptian Law and clients shall be subject to the jurisdiction of the Egyptian courts.

USEFUL INFORMATION

- Divers must ensure that they leave a minimum of 24 hours between their last dive and their flight departure (or going to altitude).
- When diving in Sharm El Sheikh or taking part in a Sinai Safari, for guests wishing to (and assuming dive level/experience allows) dive Ras Mohamed or the wrecks of Thistlegorm & Dunraven, the full Egyptian visa (not the Sinai Only visa) will be required which can be purchased on arrival at the airport.

COURSES

- All courses have a certification fee of € 35 payable locally on completion of the course.
- It is required that all course students have their own personal set of materials. These are not included in the course rates but are available to purchase locally from our dive centre shop. A personal set of materials are not required for the Discover Scuba Diving and Scuba Review programs.
- Course paperwork needs to be signed by a parent or guardian for students under the age of 18.

ADDITIONAL CHARGES (Mandatory Charges included in the price)

National Park Fees:

Classic, Sinai, Sinai Mini Cruise € 5 per person

Marine Park Fees for Offshore Islands (Brothers, Daedalus, Rocky & Zarbagad):

Just Brothers	€ 45 per person
Famous Five	€ 50 per person
Simply the Best	€ 80 per person
The Big Four	€ 80 per person
Simply Magnificent	€ 80 per person
Great Island Cruise	€ 99 per person

These fees are payable locally for government permits which are required for Divers and Non Divers. This payment is NON REFUNDABLE under any circumstances.

Night Dives are not permitted in the Marine Parks.

Port Departure Fees:

Sharm el Sheikh, Southern and Marine Park safaris € 20 Euro per person

TO BRING WITH YOU

When joining a Liveboard:

- Certification card
- Dive Voucher
- Logbook (showing proof of 1 logged dive within the last 6 months if not taking part in a Scuba Review or similar warm-up dive)
- Passport (for boat permissions in Sharm El Sheikh & Marsa Alam)
- Medical form (for Hurghada & Marsa Alam)
- Travel Insurance details
- Dive Insurance details (can be purchased locally)
- Dive Equipment (unless renting)
- Swimsuit, Towel & Suntan Lotion
- Personal Clothing & Toiletries
- Small Medical first aid box & prescription medicines
- Money to pay for extras

Nice to bring but not necessary:

- CDs, Videos, DVDs, Books
- Laptop, Mobile Phone, CD Player
- Video & Photo Camera
- GPS Tracker & Binoculars

ACCEPTED FORMS OF PAYMENT

- Euros
- US Dollars
- Egyptian Pounds
- Sterling
- Swiss Francs
- Credit Cards – Visa/MasterCard (excludes King Snefro Fleet)
- Travellers Cheques (only at Dive Centres – must be supported by a passport)

