

## TERMS & CONDITIONS

### **CANCELLATION POLICY – LIVEBOARD BOOKINGS**

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](mailto: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.

### **CANCELLATION POLICY – DAY DIVING & COURSE BOOKINGS**

Once a booking is confirmed, should this be cancelled at any time prior to arrival in resort (for any reason), a refund of 65% can be arranged. The other 35% will be held by Emperor Divers on account, to be used as part-payment for a future booking if made within 1 year. This amount cannot be refunded nor exchanged. If there is no possibility that a future booking will be made with 1 year, this amount will be forfeited.

Any service booked with Emperor Divers which is cancelled in resort (for any reason) cannot be refunded or exchanged for any product or service. Emperor Divers will however offer a voucher for the diving/course booked to use with Emperor Divers in the future; this voucher will be applicable for all of our diving resorts and valid for 1 year from the date of the original visit. Alternatively an insurance letter will be issued should you wish to make a claim concerning illness or injury.

It is the divers responsibility to ensure sufficient insurance coverage is obtained for the diving element of the holiday, particular attention should be paid to excess charges that will be applied by insurance companies before settlement of any claim.

Any amendments or cancellations of confirmed bookings should be made directly to our reservations department in writing at the earliest opportunity - [reservations@emperordivers.com](mailto:reservations@emperordivers.com)

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

Emperor Divers 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 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.

## **GENERAL TERMS**

### **Scuba Review:**

Should some time have passed since your last dive, Emperor Divers/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 their 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. Current prices are shown on 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 Divers 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 and 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 with 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>

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

Where doctors clearance is needed, we do ask guests to arrange this prior to arrival where possible to avoid any 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 the event of unexpected changes in your travel plans. We do 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 - LIVEBOARDS ONLY**

### **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 disembarkment of the boat you have booked, but please note this 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.

**Diving Issues you should be aware of when diving in the Red Sea. Your booking conditions with Emperor Divers and 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).

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 barotrauma, 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 center, so I will abide to 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 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 damages or losses 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.

## **SNORKELING/NON DIVERS**

- Both snorkellers and non divers will be required to complete a self liability form at the time of check in at the dive centre. Snorkellers can only enter the water when an Instructor/Guide is on the boat to observe and will be required to wear a snorkel vest at all times.
- When joining our dive boats for snorkeling in Sharm El Sheikh, please note that this is not permitted at the majority of dive sites we visit in Ras Mohamed and Tiran, therefore joining a boat to local dive sites would be more suitable for this.

## **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. Materials are not required to own 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.
- Open Water Courses (and on occasions other recreational courses) can run over into an additional day should this be required in order to cover course objectives and standards.
- Depending on which resort is visited, confined water training can take place in shallow sea or in a swimming pool and open water training can be from the shore, boat or a mixture of both.

## **CHILDREN**

- No children under the age of 4 years will be allowed on the boats. Children over the age of 4 years must be accompanied by a parent or designated responsible adult at all times. Places are subject to availability.

## **ADDITIONAL CHARGES**

**All payments made locally, with the exception of fees and food/drink are subject to 10% sales tax.**

Prices can be subject to change without prior notice.

### **Equipment (per day):**

Mask*	€ 2 per person (€ 4 Marsa Alam)
Snorkel*	€ 1 per person
Fins*	€ 3 per person (€ 5 Marsa Alam)
Boots*	€ 4 per person (€ 5 Marsa Alam)
Wet Suit ½	€ 7 per person
Wet Suit Full*	€ 10 per person
Regulator/console/octopus*	€ 10 per person
Stab jacket/BCD*	€ 10 per person
Underwater Torch	€ 7 per person
Computer	€ 10 per person
FULL EQUIPMENT* <i>Items marked with an asterisk</i>	€ 25 per person

Equipment can also be pre-paid prior to arrival with the exception of a Torch or Dive Computer.

## **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

## **ADDITIONAL CHARGES – DAY DIVING & COURSE BOOKINGS**

*\*Potential Charges(with the exception of Fees which are mandatory charges)*

### **Additional Dives:**

Third Dives € 20 per person  
Night Dives \*Torch Extra € 35 per person (Nuweiba - € 30)

### **Lunch:**

Lunch on the boat where applicable 50 LE per person per day  
(buffet style with unlimited soft drinks)

### **Tanks:**

12 Litre Nitrox Tanks € 5 extra per tank  
15 Litre Tanks € 5 extra per tank  
15 Litre Nitrox Tanks € 8-10 extra per tank

### **Snorkeling:**

Non Diver trip € 20 per person per day  
Non Diver trip (with mask, fins & snorkel) € 25 per person per day  
Non Diver Trip Marsa Alam (with mask, fins & snorkel) € 30 per person per day  
Non Diver Trip Nuweiba (Ras Mamlach) € 35 per person per day

### **Park Fees & Taxes:**

#### Sharm El Sheikh

Ras Mohamed National Park Entrance Fee € 5 per person per visit  
Recompression Chamber Donation € 1 per person per day

#### Hurghada

Mandatory Environmental tax € 2 per diver/snorkeller per day  
Giftun Island National Park Entrance Fee € 2 per person per visit

### Marsa Alam

Mandatory Environmental tax	€ 2 per diver/snorkeller per day
Dolphin House, Samadai Park Fee	€ 15 per person per visit
Abu Dabab Beach Entry Fee	€ 3 per person per visit

### **Special Trip Supplements:**

#### Sharm El Sheikh

Thistlegorm Wreck Trip	1 Day	€ 65 per person
Thistlegorm Overnight Trip	2 Days, 1 Night	€ 125 per person
Dunraven Wreck Trip	1 Day	€ 25 per person
Dahab – Blue Hole & Canyon	1 Day	€ 65 per person

#### Hurghada

Abu Nuhas Wreck Trip	1 Day	€ 40 per person
Salem Express Wreck Trip	1 Day	€ 65 per person

#### Nuweiba

Ras Mamlach	1 Day	€ 20 per person
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#### Marsa Alam

Abu Dabab Reefs	1 Day	€ 20 per person	
Elphinstone	1 Day	€ 35 per person	
Dolphin House, Samadai	1 Day	€ 45 per person	*includes park fee
Dolphin House, Snorkel Trip	1 Day	€ 75 per person	*includes park fee

Special trips are arranged and the supplements paid for locally with the Dive Centre, these trips can run subject to availability, minimum numbers and in some cases dive experience.

**NOTE:** For the 5 day package including Elphinstone, as this can be a challenging dive, we do recommend that you have a minimum of 30 logged dives for this. Any divers having booked this package that our dive staff feel for safety reasons are not suitable to dive this site can instead substitute this trip for a night dive or put this as credit towards other extra's in resort.

## **TO BRING WITH YOU**

### **When joining a Liveaboard:**

- Certification card
- Dive Voucher
- Logbook (showing proof of 1 logged dive within the last year if not taking part in a Scuba Review)
- 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 extra's

Nice to bring but not necessary:

- CD's, Video's, DVD's, Books
- Laptop, Mobile Phone, CD Player
- Video & Photo Camera
- GPS Tracker & Binoculars

**When Daily Diving:**

- Certification card
- Dive Voucher
- Logbook (showing proof of 1 logged dive within the last year if not taking part in a Scuba Review)
- Passport (for boat permissions in Sharm El Sheikh & Marsa Alam)
- Medical form (for Hurghada & Marsa Alam)
- Dive Insurance details (can be purchased locally)
- Dive Equipment (unless renting)
- Swimsuit, Towel & Suntan Lotion
- Credit card on first day (swipe of card requested for insurance purposes and returned at the end of the week)
- Money for lunch, drinks and sundries

**When taking part in a Course:**

- As above for daily diving where applicable, plus:
- Referral form valid within 1 year & Manual/RDP (for Referral courses only!)
- PADI Medical form
- Course Materials (can be purchased locally)

**ACCEPTED FORMS OF PAYMENT (At Dive Centres & on Liveboards)**

- Euros
- US Dollars
- Egyptian Pounds
- Sterling
- Swiss Francs
- Credit Cards – Visa/Mastercard/Amex (excludes King Snefro Fleet)
- Travellers Cheques (only at Dive Centres)