

## This document includes:

- **Terms and Conditions - Day Diving, Courses and Hotel Packages**
- **Terms and Conditions – Liveboards.**
- **Copy of the Liability Release – All divers.**
- **Useful information, What to bring with you and Additional Costs – all divers.**

## Terms and Conditions - Day Diving, Courses and Packages

**Scuba Review:** If some time has passed since your last dive or you think you need to refresh your skills and knowledge, then Emperor Divers recommend that you complete a Scuba Review. This should be booked in advance and will take place on your first day. Alternatively, this can be completed prior to your arrival in resort and signed by an Instructor in your diving logbook.

We are aware that even after a period of diving inactivity that you maybe 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

All prices can be found on our price lists at <http://www.emperordivers.com/prices.php>

Emperor Divers recommend all divers follow the guidelines made by their training agency regarding the completion of a Scuba review before diving; most agencies recommend a Scuba review if no diving has taken place for 6 months. Evidence of the date of the diver's last dive should be shown in a log book to avoid problems on check-in. In the interests of safety Emperor Divers reserve the right to provide and charge for a Scuba review or check dive with an Instructor or restrict diving activities if the Instructor has any concerns regarding diver safety.

**Medicals:** All diving guests in El Gouna, Hurghada and Marsa Alam 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 doctor's clearance is needed, we do ask guests to arrange this prior to arrival where possible to avoid any delays in resort.

**Insurance:** We recommend purchasing cancellation insurance, in the event of unexpected changes in your travel plans. Baggage/Dive Equipment Insurance is also recommended. We do require every diver to have valid accident and medical insurance. Should Diving Insurance not be obtained prior to your visit, this can be arranged in resort with Indepths Insurance (Divemaster UK) at approximately 3.50 Euro per person per day. US and Canadian guests are required to sign a waiver which will be

supplied at the time of booking or before departure. Please contact [reservations@emperordivers.com](mailto:reservations@emperordivers.com) for a copy.

**National Park, Port and Chamber Fees:** Each resort have slightly different National Park, Port and Chamber fees. These are paid locally and can be found at <http://www.emperordivers.com/prices.php>

**Cancellation – Diving or Course only:** If a Dive or Course booking is cancelled at any time prior to arrival (for any reason), a refund of 65% will be arranged. The other 35% will be held by Emperor Divers on account, to be used as part-payment for a future booking. This amount cannot be refunded or exchanged with a 3<sup>rd</sup> party. A cancellation fee of 75% will be charged to any cancellation being made due to a "promotional offer" being introduced after a booking has been confirmed.

**Cancellation – Hotel Package:** If a Hotel Package booking is cancelled at any time up to 15 days before arrival (for any reason), a refund of 65% will be arranged. The other 35% will be held by Emperor Divers on account, to be used as part-payment for a future booking. This amount cannot be refunded or exchanged with a 3<sup>rd</sup> party. If the cancellation is made with-in 14 days of arrival a cancellation fee of 40% will be charged to cover the hotel costs. The other 60% will be held by Emperor Divers on account, to be used as part-payment for a future booking. This amount cannot be refunded or exchanged with a 3<sup>rd</sup> party. A cancellation fee of 75% will be charged to any cancellation being made due to a "promotional offer" being introduced after a booking has been confirmed.

**Cancellation while in resort:** Any service booked with Emperor Divers which is cancelled in resort (for any reason including 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, where operationally possible, attempt to provide alternative dives but if this is not possible, as a goodwill gesture, for those who do not wish to make an insurance claim, offer a credit voucher to be used with Emperor Divers in the future. This voucher will be applicable for all of our diving resorts but cannot be passed on to a 3<sup>rd</sup> party.

Note: 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.

**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 Euro per person cancellation fee.

**Late payment:** 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 locally in resort at full resort rates plus any applicable taxes.

**Surcharges:** 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.

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

PADI Scuba Diver, PADI Open Water, PADI eLearning, PADI Fastrack:

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 PADI or the cost of any materials you may have purchased. There are no refunds available if you proceed beyond the first days tuition in resort and then decide to stop.

Discover Scuba Diving (DSD):

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.

**Amendments to your booking:** 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)

## Terms and Conditions – Liveboards

**Skills Review:** If some time has passed since your last dive or you think you need to refresh your skills and knowledge, then Emperor Fleet recommend that you complete a Skills review. This should be booked in advance and will take place on your first day. Alternatively, this can be completed prior to your arrival in resort and signed by an Instructor in your diving logbook.

Emperor Fleet recommend all divers follow the guidelines made by their training agency regarding the completion of a Skills review if no diving has taken place for 6 months. Evidence of the date of the diver's last dive should be shown in a log book to avoid problems on check-in. In the interests of safety Emperor Fleet reserve the right to provide and charge for a Skills Review with an Instructor or restrict diving activities if the Instructor has any concerns regarding diver safety.

**Medicals:** All diving guests joining a Liveboard 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 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 doctor's clearance is needed, we do ask guests to arrange this prior to arrival where possible to avoid any delays in resort that may mean you miss the trip.

**Insurance:** We recommend purchasing cancellation insurance, in the event of unexpected changes in your travel plans. Baggage/Dive Equipment Insurance is also recommended. We do require every diver to have valid accident and medical insurance. Should Diving Insurance not be obtained prior to your visit, this can be arranged in resort with Indepths Insurance (Divemaster UK) at approximately 3.50 Euro per person per day. US and Canadian guests are required to sign a waiver which will be supplied at the time of booking or before departure. Please contact [info.safaris@emperordivers.com](mailto:info.safaris@emperordivers.com) for a copy.

**Cancellations:** If you cancel

12 weeks or more prior to departure a cancellation fee of 25% is charged

12 – 8 weeks prior to departure a cancellation fee of 50% is charged

8 weeks or less prior to departure a cancellation fee of 100% is charged

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

Note: For whole boat charters Emperor Fleet understand the changeable nature of group bookings. The Group Leader should keep Emperor Fleet 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.

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 or change/cancel your booking free of charge.

Cancellation of any Tech tanks 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.

All cancellations must be made in writing to [info.safaris@emperordivers.com](mailto:info.safaris@emperordivers.com)

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

**Itineraries:** All Liveaboard itineraries are subject to various unpredictable changes including weather conditions and changes in Egyptian Government approval. Whilst Emperor Divers/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 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 Fleet will not offer a refund or compensation.

**Number of dives required:** Egyptian Law states that for the Marine Park Cruises (Just Brothers, Famous Five, Simply the Best and Simply Magnificent), all guests have a minimum of:  
\*50 logged dives

Emperor Fleet recommend that all guests have a minimum of:

\* 40 logged dives for South & St John's

\* 20 logged dives for Get Wrecked and Marsa Mini

\* 15 logged dives for the cruises for Sinai Classic, Sinai Mini, Classic Cruise, Reefs & Wrecks and Hurghada Mini.

**Unconfirmed Sailings:** The sailing of any Emperor Fleet boat is unconfirmed until minimum numbers are booked. It is very rare that minimum numbers are not achieved but if this is the case 3 weeks prior to departure we reserve the right to offer another boat of the same standard or higher but if this is not possible we will reimburse the cost difference to the lower quality boat. The alternative boat may operate a slightly different itinerary. If no alternative boat is available then we can offer you day diving or a full refund.

**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 difference in cost.

**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) and a torch per person on all Liveaboards.

**Marine Parks:** Night Diving is not allowed in the Brothers and Deadalus Marine Parks. Combine this with long travelling times and itineraries such as Simply the Best, although they provide some of the best diving the Red Sea has to offer, do have a reduced number of dives per day.

## **Liability Release - for all divers**

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.

**US and Canadian divers must sign a North American Waiver which will be sent separately**

### **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 40 meters for more experienced divers however Emperor recommend 30 meters as most insurance only cover to a 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. I agree that it is my responsibility to check my insurance cover.

**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 expected, 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 for all divers**

- Divers must ensure that they leave a minimum of 24 hours between their last dive and their flight departure (or going to altitude).
- The full Egyptian visa is required 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.

### Snorkelling/Non divers joining a dive boat or liveaboard

- Both snorkellers and non divers will be required to complete a 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 or unless accompanied in the water by a certified diver and will be required to wear a floatation aid at all times.
- In Sharm El Sheikh, it is not permitted to snorkel 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.

### Courses

- All courses have a PADI/BSAC 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 then an extra days training fee will apply.
- Depending on which resort is visited, confined water training can take place in shallow sea or in a swimming pool. Open water training can be from the shore, boat or a mixture of both.

**Children:** No children under the age of 4 will be allowed on an Emperor Divers day diving boat or Liveaboard. Children over the age of 4 up to 15 years must be supervised by a parent or designated responsible adult at all times. Places are subject to availability. Emperor Divers/Fleet cannot provide a legal chaperon service. Children may be accepted onboard for a full charter, subject to consent from the group leader.

## **Additional charges for Day Diving, Courses and packages**

**Any equipment rental, port, marine & chamber fees, special tank requests, shop purchases (including materials & certification fees) paid locally will be subject to 10% sales tax.**

Prices can be subject to change without prior notice. Current prices can be found at <http://www.emperordivers.com/prices.php>

## **Additional charges for Liveboards**

**Any equipment rental, special tank requests, shop purchases (including materials & certification fees) paid locally will be subject to 10% sales tax.**

## **What to bring with you**

### **When Daily Diving:**

- Certification card
- Confirmation Voucher
- Logbook (showing proof of 1 logged dive within the last year if not taking part in a Scuba Review)
- Passport (for boat permissions except Nuweiba)
- Medical form (for El Gouna, Hurghada & Marsa Alam)
- Dive Insurance details (can be purchased locally)
- Dive Equipment (unless renting)
- Swimsuit, Towel & Suntan Lotion
- 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)
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### **When joining a Liveboard:**

- Certification card
- Confirmation Voucher
- Logbook (showing proof of 1 logged dive within the last 6 months if not taking part in a Scuba Review)
- Passport
- Medical form
- 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 such as crew tips

### **Nice to bring but not necessary:**

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

### **Accepted forms of payment (At Dive Centres & on Liveboards)**

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