**TERMS & CONDITIONS**

**Day Diving, Courses and Packages**

**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 Red Sea on account, to be used as part-payment for a future booking. This amount cannot be refunded or exchanged with a 3rd 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 Red Sea 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 Red Sea 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 Red Sea in the future. This voucher will be applicable for all of our diving resorts but cannot be passed on to a 3rd party.

**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.

**Additional charges for Day Diving and Courses:** Each resort have slightly different National Park, Port and Chamber fees. These are paid locally. Any equipment rental, 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 on our price lists.

**Liveaboard Policy**

**Booking Policy:** If a booking is made 112 days (4 months) or more prior to your service date then a deposit of £200/€180 per person is due within 7 working days of a provisional reservation. A booking is not confirmed until the deposit has been received by Emperor Fleet. Final payment is due no later than 56 days prior to departure and the company reserves the right to cancel a booking if final payment is delayed. If a booking is made less than 56 days prior to your service date then full payment is required at the time of the booking.

**Cancellation Policy:** If you cancel: - More than 56 days prior to departure - cancellation fee of 50% is charged (or loss of deposit, whichever is greater). - 56 days or less prior to departure - a cancellation fee of 100% is charged

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

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.

**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.

**Number of dives required:** Emperor Fleet recommends that for the Marine Park Cruises (Just Brothers, Famous Five and Simply the Best) all guests have a minimum of 30 logged dives. For all other Emperor Fleet itineraries guests must be Open Water Diver or equivalent. We recommend that you get the most from our trips 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 selected Specialty Courses are offered on-board upon request. For Thistlegorm you should have a minimum of 20 logged dives.

**King Snefro Fleet** requires a minimum of 15 logged dives for their Sinai Mini Cruise & Sinai Classic Cruise. Must be certified to dive to 30m to dive the wreck of the Thistlegorm and be PADI Advanced Open Water Diver to participate in night dives.

**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.

**Additional charges for Liveaboards:** Any equipment rental, special tank requests, shop purchases (including materials & certification fees) paid locally will be subject to 10% National Park, Port and Chamber fees are included in your liveaboard price.

**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.

**General Terms**

**Reservations:** To confirm your booking with Emperor Red Sea you must supply the required information for each guest as follows:
- full name according to passport
- nationality, passport number and expiry date
- dive certificates level and number of dives

For liveaboards, 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 liveaboards)
- dive gear for rent (items and sizes if any)
- dietary requirements if any

**Late payment:** For bookings where payment is not made prior to arrival in resort, Emperor Red Sea 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.

**Amendments to your booking:** Amendments or cancellations of confirmed bookings should be emailed directly at the earliest opportunity to reservations@emperordivers.com

If your foreign office issues a travel warning and advises against travel to a specific destination we will hold on account a 10% deposit which is non-refundable.

If you cancel your booking, Emperor Fleet is not responsible for cancellation costs resulting in failed or delayed visas applications.

Cancellation of all 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. Trimmix tanks will be subject to 100% cancellation fees.

**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.

**Surcharges:** Emperor Red Sea 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.

**Scuba Review:** Many agencies recommend a Scuba Review if it has been longer than six months since your last dive. Emperor Red Sea 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. All prices can be found on our [price lists](#).

Alternatively, this can be completed prior to your arrival in resort and signed by an instructor in your diving logbook. In the interests of safety, Emperor Red Sea reserves 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.

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 valid 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

**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 with Indepths Insurance (Diving master) UK at approximately 5 Euro per person per day.

**Medicals:** All diving guests are required to sign a [self-declaration medical](#). If you are taking part in a course, you are required to sign a medical form prior to starting the course. 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 your planned trip. 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 and additional costs in resort.

**Itineraries & Dive Sites:** All itineraries and dive sites are subject to various unpredictable changes including weather conditions and changes in Egyptian Government approval. Whilst Emperor Red Sea make every effort we cannot guarantee diving at specific sites. In adverse weather conditions the guide 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 Red Sea will not offer a refund or compensation.

**Diving for Qualified Divers:** Emperor Red Sea dive guides will provide a detailed and comprehensive dive briefing before you enter the water with your buddy. This allows you to check your buoyancy in an unfamiliar diving environment and acquaint yourself with marine life to show you. The dive guide will not provide any dive training during the dive and you and 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.

**Number of dives required:** To dive the Thistlegorm you should have a minimum of 20 logged dives and for Elphinstone you should have a minimum of 30 logged dives. Currents can be strong and we recommend you are certified to 30 metres and are comfortable with drift dives. Emperor Red Sea advises that all guests joining a liveaboard must be Open Water Diver or equivalent. We recommend that to get the most from our liveaboards 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 Specialty Courses are offered on-board upon request.

**Non-diving guests:** 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 be supervised by a parent or designated responsible adult at all times whilst on board an Emperor Red Sea day diving boat or Liveaboard. 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 Red Sea 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 boat trips is 8 years old. Places are subject to availability and you should discuss options with reservations before confirming your booking.** Emperor Red Sea/Fleet cannot provide a legal chaperon service.

**Alcohol:** Importing of alcoholic beverages is prohibited by law. Bottles containing alcoholic beverages will be confiscated at Customs upon arrival and returned to you at departure. Alcohol is available to purchase on board Emperor Liveaboards only, please ask us about any restrictions in local resorts.

Please be aware of the risks associated with such activities which are enhanced with the consumption of alcohol or under the influence of a hangover can impair your judgment 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 Indonesia and its associated staff and agents reserve the right to refuse entry to the water if we/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.

**FORMS TO COMPLETE**

**Medicals:** All diving guests are required to sign a [self-declaration medical](#). If you are taking part in a course, you are required to sign a PADI medical form prior to starting the course. 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 prior to the commencing diving activities. A sample can be sent on request.