

## TERMS AND CONDITIONS

**ALL WEB BOOKING HAS TO BE DONE AT LEAST 48 HOURS BEFORE FIRST ACTIVITY STRARS.**

### INTRODUCTION

**1. The following terms and conditions set out the basis on which all goods are sold by RED SEA FOR TOURISM ACTIVITIES AND DIVING (“We”, “Us”, “Our”), to the purchaser, (“You”, “Your”), from Our websites (“the Site”).**

**2. These terms and conditions, together with [Our Privacy Policy](#) and any order form or payment instructions comprise the whole agreement between You and Us in relation to each order that We accept from You.**

**3. All purchases of services from the Site will be governed by these terms and conditions to the exclusion of any other terms.**

**4. By browsing the Site or submitting an order You agree to be bound by these terms and conditions.**

5. By placing any order you acknowledge that You have not relied on any statement, warranty or representation other than those which are made in these terms and conditions, Our Privacy Policy, any order form or any payment instructions.

PURCHASE OF SERVICES: scuba dive packages, single scuba dives, scuba diving courses, scuba diving experiences, snorkeling packages, snorkeling trips, sea excursions and sea activities in general, hire of scuba equipment, hire of boats, any service offered and fulfilled by our destinations.

### BOOKING AND PAYING FOR YOUR SERVICES WITH US

1. Your contract is with RED SEA FOR TOURISM ACTIVITIES AND DIVING, Register cert. 683/G, Commercial Register n°2356. El fanar street – Renaissance Golden view Beach Resort -Sharm el Sheikh – South Sinai – Egypt.

2. We will arrange to provide you with the various services you book with us. Before your booking is confirmed and a contract comes into existence we reserve the right to increase or decrease web/destination prices. It is only when you receive our mail confirming your booking that a contract exists between you and us.

3. Payment is due on reconfirming Your order. Upon placing Your order We will pre-authorise Your card which means the amount is reserved and removed from Your available spending limit but the funds are not deducted (and thus not show on Your statement) until the mail reconfirming your booking is sent. Your statement will show Us debiting Your card as Dive In.

4. Please use the email that we send you to reconfirm your booking as a voucher, so please print a copy and take it with you at destination. You will need it during check in at the specific Dive In Diving Center .

5. It is your responsibility to make sure that you are able to join the diving activities that you book, with regards to required certification and diving records, please note the following apply for any dive booking:

a All divers included in your booking must hold a valid international diving certification (or be participating in a course with us prior to diving) – diving certifications must be presented in the diving centre on check-in

b All divers included in your booking must be in good health for diving, in case of any recent medical history you will be asked to provide a valid doctors certificate (within

1 year) stating that you are fit to dive, you can download a copy of our registration form from any diving center web page.

6. Note; "yes" answer to any question on "Medical Statement" form means you will be required to have a valid certificate from a doctor.

7. Please note that to ensure the safety and enjoyment of all of our customers we require that divers who have had periods of inactivity participate in a check dive (with out any extra cost) or participate to a Scuba Review program before they begin diving with us, Scuba Review is completed in confined water, you will need to allow one day before beginning your dive package to complete these. If necessary please book your Scuba Diver program together with your dive package to assure that there is a member of staff available for you and so avoid any inconvenience on arrival at your destination, our policy for check dives and scuba review is as follows:

Check dive required: If you hold an entry or Advanced level certification (PADI Open Water Diver or equivalent) with less than 50 logged dives and it is longer than 6 months since your last dive.

Scuba Review required: If you hold any certification and it is longer than 2 years since your last logged dive.

#### YOUR NEED TO CHANGE OR CANCEL THE SERVICES YOU HAVE BOOKED

1. If you want to change any part of the scuba diving arrangements after the invoice has been issued, we will do our best to make the change. Any request for changes must be made in writing by the person who made the original booking, 48 hours before the activity starts.

3. If you or anyone on your booking decides to cancel the holiday therefore cannot take part in the booked diving services, we must be notified of the decision in writing. The cancellation will take effect from the day the written confirmation is received. The following scale of charges will be payable depending on when the notification of cancellation is received.

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- Prior to 48 hours before the activity starts cancellation is possible with out any penalty
- Expired 48 hour before the activity starts a 20% penalty on the paid amount will be charged.

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4. Airlines occasionally may change flight timings without advance warning. As a result of this you may lose 1 or more diving days you have already booked with us. Note that no refund can be made if we do not receive written information, 24 hours before departure of the 1st (day) dive.

5. No refunds can be given for services that are unused at the destination for any reason.

NOTE – Your Travel insurance may cover you in case you are not able to complete pre-paid services for any reason. In case you are not able to complete services our staff will be able to provide a statement of the services booked and used or unused for you to present to your insurance company.

#### OUR NEED TO CHANGE YOUR BOOKING

1. We will not be liable to pay any compensation if we are forced to cancel or in any way change your diving booking as a result of situations outside our control which neither we nor our suppliers could foresee or forestall even with all due care. These include unavoidable technical problems with transport, changes imposed by

rescheduling or cancellation of flights by an airline or main charterer, the alteration of the airline or aircraft type, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, terrorist activity.

2. We reserve the right in any circumstances to cancel your diving booking for any reason. If we have to cancel your diving booking we will offer you:

a. An alternative service of equivalent or of very closely similar standard and price, if available, or

b. Diving arrangements of a lower standard and a refund of the difference in price; or

c. A full refund of all monies paid.

#### ACCURACY OF OUR ADVERTISING MATERIAL

We rigorously check the information given in our web site about courses, diving, boats, accommodation, resorts, itineraries etc., to ensure it is correct at the time of going online but in view of the fact that advertised facilities may be changed, therefore changes may be made to the particulars on this site. In these circumstances we will notify you of changes before you book. Tour, excursion, cruise or safari itineraries may change as a result of local conditions. Circumstances such as these, or weather conditions, time of year etc., may cause some of the amenities we have described to be unavailable or different from those advertised in our brochure. When we are told of any significant or long term changes we will always endeavour to advise you prior to your departure.

We are constantly working to keep our advertising up to date, if you find something that may need changing please inform us so that we can correct it.

#### WEATHER WORLD

Weather is becoming more erratic and unpredictable and we cannot be held responsible for disruption to your diving holiday due to bad or unusual weather conditions. For more details on the temperature, wind and rainfall in Dive In Diving destinations, please see [www.windfinder.com](http://www.windfinder.com)

#### BEHAVIOUR

Most people go on holiday for rest and relaxation, so if in our reasonable opinion or in the opinion of any boat captain, base leader, tour leader or other person in authority, your behaviour is causing danger, damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate the services you have booked for. Should this happen no refund or compensation would be paid.

#### IF YOU HAVE A COMPLAINT WHILE YOU ARE ON HOLIDAY

If you have cause for complaint whilst on holiday, you must bring it to the attention of the Base Leader (Person in charge of the relevant Dive In Destination). They will do their best to rectify the situation. It is unreasonable to take no action whilst on holiday, but then to write a letter of complaint upon return. If you do not raise concerns immediately, this may affect our ability to investigate and take remedial action and it may impact on the way your complaint is dealt with.

#### DIVE IN DUTY OFFICER

You will be provided with the person in charge contact number while booking, so you will be able to contact him/her should the need arise.

#### CONSERVATION

It is becoming ever more important to conserve the world's natural resources, its landscapes, flora and fauna. We reserve the right to cancel diving activities for any diver who does not pay reasonable care and respect for the diving environment.

#### DIVE IN COMMITMENT TO YOU FOR YOUR DIVING ARRANGEMENTS DURING

## YOUR HOLIDAY

If any part of your diving arrangements booked before your departure is not as described in the web site [dive in.net](http://divein.net), or not of a reasonable standard, we will accept responsibility if this is due to a fault on our part or that of our agents or suppliers or staff. We do not accept responsibility if any death, personal injury or failure of your diving arrangements is not caused by any fault of ours, or our agents or suppliers or staff, and is caused by you or someone not connected with your diving arrangements. We do not accept responsibility if the death, personal injury or failure of your diving arrangements, is due to unforeseen circumstances which, even with all due care, we, or our agents or suppliers or staff could not have anticipated or avoided.

## LIABILITY

1. If any member of your group is killed or injured as a result of an activity forming part of your diving arrangements booked before departure from your home country, we will accept responsibility if the death or injury is due to a fault on our part or that of our agents, staff or suppliers.

2. For claims which do not involve personal injury, illness or death, the most we will have to pay if we are liable to you is twice the price, the person affected, paid for their diving (not including insurance premiums and amendment charges).

We will only have to pay this maximum amount if everything has gone wrong and you have received no benefit from your scuba diving. Where enjoyment of some days has been affected, we will refund reasonable related expenses and pay a daily sum of compensation up to 36 U\$D per day per person affected.

## CURTAILMENT

In the event that you cut short your diving holiday, we regret that we are unable to offer you any refund for the remainder of your diving services not completed, or assist with any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.