

SCUBASPA pvt ltd

BOOKING TERMS AND CONDITIONS

INTRODUCTION

The following terms and conditions (hereinafter referred to as the Terms and Conditions) constitute the basis of your contract with Scubaspa Pvt. Ltd. [Scubaspa Ying vessel] and Scubaspa 2 Private Limited [Scubaspa Yang vessel] (hereinafter referred to as Scubaspa, Us or We), under which you book your Scubaspa's cruise holiday. You are bound by these Terms and Conditions, so it is important you read them carefully.

In accordance with the Terms and Conditions set forth below, Scubaspa shall provide the services stated in the booked holiday package at the related contracted rates.

TERMS AND CONDITIONS

1. YOUR CONTRACT WITH SCUBASPA

- 1.1.** By requesting a booking using our online booking system (hereinafter also referred to as the Guest) offer to conclude a cruise holiday contract with Us. Given that your chosen holiday cruise is available and after your payment, you will receive the confirmation of your booking.
- 1.2.** A legally binding contract between you and Scubaspa comes only into effect when We have received a payment for the booking.
- 1.3.** When you make a payment towards your cruise holiday, you confirm that you have the authority from all Guests on your booking(s), to accept these Terms and Conditions on their behalf. Parents and/or legal guardians accept these Terms and Conditions on behalf of their children.

2. PAYMENT

- 2.1.** Once you have made your online booking full payment is required at the time of booking.

3. PAYMENT POLICY

Any payments to Us should be made via:

PayPal & Credit Card

Additional service charges (credit card operator charges, etc.) may apply and be added to the payment made by you.

4. SCUBASPA SELLING RATES

- 4.1.** Unless stated otherwise, all Scubaspa's rates indicated on Scubaspa's official website are quoted in United States Dollars (USD) and are per person, based on two persons sharing a cabin/suite. Any holiday booked for children of any age is subject to full adult price.
- 4.2.** The website rates apply to all types of holiday packages offered by Scubaspa, unless clearly stated otherwise and are inclusive of service charge and taxes. Your total fare is determined by the cruise holiday type, the season, suite/cabin type, the number of passengers in your cabin/suite, the amenities offered, port charges, government taxes and any applicable taxes and other fees.
- 4.3.** The website rates might change at any time, due to circumstances such as but not limited to currency fluctuations, local tax changes, increased cost, inflation etc. However, rate changes shall exclusively affect future bookings. The former rates shall apply to all bookings, which had already been confirmed by Scubaspa at the time of such rate changes.

5. HOLIDAY PACKAGES & SCOPE OF SERVICE

Three types of holiday packages are available:

- a) Scuba Holiday Package
- b) Spa Holiday Package
- c) Scuba & Spa Holiday Package

5.1 The Scuba Holiday Package includes:

- a) Transfer from and to the airport (on regular arrival and departure days only. Should you arrive or depart during a tour, we will be happy to arrange for your transfer at additional cost)
- b) Full board accommodation
- c) Welcome drink
- d) Unlimited drinking water; canned juices & selection of specialty teas and coffees until the end of breakfast at 09:30
- e) 15-17 dives/week (tank & weight)
- f) Yoga classes every morning
- g) Snorkeling equipment

- h) BBQ on a sandy island; sunset cocktail with alcoholic drinks at the courtesy of Scubaspa on farewell night
- i) Excursions

5.2 The Spa Holiday Package includes:

- a) Transfer from and to the airport (on regular arrival and departure days only. Should you arrive or depart during a tour, we will be happy to arrange your transfer at additional cost)
- b) Full board accommodation
- c) Welcome drink
- d) Unlimited drinking water; canned juices & selection of specialty teas and coffees every morning until the end of breakfast at 09:30
- e) 8 Spa treatments
- f) Yoga classes every morning
- g) Snorkeling, equipment included
- h) BBQ on a sandy island; sunset cocktail with alcoholic drinks at the courtesy of Scubaspa on farewell night
- i) Excursions

5.3 The Scuba & Spa Holiday Package includes:

- a) Transfer from and to the airport (on regular arrival and departure days only. Should you arrive or depart during a tour, we will be happy to arrange for your transfer at additional cost)
- b) Full board accommodation
- c) Welcome drink; canned juices & selection of specialty teas and coffees every morning until the end of breakfast at 09:30
- d) Unlimited drinking water
- e) 6 dives/week (tank & weight)
- f) 4 Spa treatments/week
- g) Yoga classes every morning
- h) Snorkeling, equipment included
- j) BBQ on a sandy island; sunset cocktail with alcoholic drinks at the courtesy of Scubaspa on farewell night
- i) Excursions

6. TRANSFERS

Unless otherwise stated the rates include only transfers from Male' Airport to the Scubaspa vessel and from the Scubaspa vessel to Male' Airport on regular arrival and departure days (Saturdays). In other cases (late arrivals/early departures) transfers must be booked in advance and paid additionally in total by the Guest.

7. CANCELLATION & AMENDMENTS

7.1. Cancellations by the Guest

Cancellations need to be made in writing to sales@scubaspa.com and Scubaspa shall send you a confirmation mail within 48 hours.

The following cancellation fees/additional charges apply:

- the full amount is payable for early departures, no-shows and cancellations received by Scubaspa between 0 to 29 days before the booked arrival date. No refund will be given.
- 50% of the total amount is payable for cancellations received by Scubaspa 30 to 59 days before the booked arrival date. Scubaspa shall reimburse any balance already paid within 14 days, but reserves the right to deduct all related bank charges from the refund.
- 25% of the total amount is payable for cancellations received by Scubaspa 60 days or more before the booked arrival date. Scubaspa shall reimburse any balance already paid within 14 days, but reserves the right to deduct all related bank charges from the refund.
- In the event that one of two Guests, who booked a double cabin, cancels his/her reservation the single cabin supplement of 50% applies to the booking of the remaining Guest. All cancellation fees described in points a, b and c of this paragraph apply to the Guest whose reservation is cancelled.

7.2. Cancellations by Scubaspa

- 7.2.1.** Scubaspa reserves the right to cancel tours before departure for any reason whatsoever, including but not limited to too few Guests (i.e. less than 6 cabins fully booked or less than 12 Guests, per vessel), logistical problems such as strikes, wars, force majeure, safety risks or any other circumstances, which make a trip inadvisable.
- 7.2.2.** All related payments received from the Guest shall be promptly and fully refunded by Scubaspa and this refund will be the limit of Scubaspa's liability.
- 7.2.3.** If Scubaspa received payment via credit card, refunds (if any) will be made to the credit card account used to make the booking payment.
- 7.2.4.** Scubaspa shall not be held responsible for any expenses incurred by the Guest in preparation (related to) the booked tour, including but not limited to non-refundable airline tickets or cancellation fees, any costs of transportation, accommodation, meals, special clothing or equipment, visa or passport fees.

7.3. Early departures

- 7.3.1.** In the event of an early departure, Scubaspa shall assist the Guest in organizing a transfer to Male' or the nearest airport or another designated location in the Maldives. All third party charges are at the Guest's expense and Scubaspa reserves the right to charge a handling fee.

7.3.2. If the transfer is conducted with a Scubaspa vessel, Scubaspa shall charge a return transfer fee to the Guest.

7.4. Amendments

7.4.1. Booking amendments

- a) Booking amendments either by you or Scubaspa needs to be done in writing. E-mails are an accepted medium. The receiving party shall confirm reception of this mail within 48 hours.
- b) It is at the discretion of Scubaspa to accept or deny amendment requests. You understand and accept that amendments may result in additional charges.

7.4.2. Other amendments

- a) Scubaspa reserves the right at any time and without prior notice, to change tour dates, itineraries, accommodation and to substitute the cruise vessel if circumstances require such changes and/or if deemed necessary and appropriate.
- b) Reasons such as but not limited to bad weather and sea conditions, lack of supply availability in the market, government intervention, civil unrest, sudden illness of a key staff member such as the captain, force majeure are deemed as reasons beyond the control of Scubaspa. In such circumstances Scubaspa shall not be liable for refunds or compensation in any way, shape or form.
- c) In the event that a Guest cannot be accommodated onboard due to circumstances, which are directly related to Scubaspa, such as technical problems with the vessel, double bookings and/or lack of supply due to bad management, Scubaspa shall accommodate the Guest in another adequate establishment at no additional expense to the Guest.

8. TRAVEL INSURANCE

Scubaspa strongly recommends that all Guests purchase comprehensive international travel insurance (divers should ensure that the policy includes diving related issues) that includes also medical treatment and baggage protection, as well as the costs of cancellation or interruption of the cruise, airfare costs and/or other expenses.

9. TRAVEL DOCUMENTS

Passports, visas, vaccinations and other travel documentation are the sole Guest's responsibility.

10. CHILDREN AND TEENAGERS

- 10.1.** The vessels are neither safe for young children nor are there any facilities or entertainment to cater for the needs of children.
- 10.2.** Scubaspa accepts no responsibility whatsoever for the care or safety of children and teenagers. Sole responsibility for children and teenagers rests with parents/guardians.
- 10.3.** Any holiday booked for children or teenager of any age are subject to full adult price.
- 10.4.** Parents/guardians traveling with minors are required to sign/ agree to (in case of online booking) a disclaimer and liability release form upon booking.

11. LUGGAGE AND PROHIBITED ITEMS

- 11.1.** Luggage for Scubaspa's Guests must be handled pursuant to regulations and tariffs of airlines, appropriate government security requirements and ground operators. Each adult Guest is permitted to carry onboard the vessel the personal belongings reasonably necessary for the cruise, including suitcases, trunks, valises, satchels, bags containing clothing, toiletries and similar items, however, Scubaspa strongly suggests the Guests to pack their belongings in soft bags rather than hard covered, bulky valises, in order to avoid storage issues onboard.
- 11.2.** Under no circumstances shall any Guest bring on board the vessel, any illegal controlled substances, drugs, fireworks, weapons, firearms, explosives or other hazardous materials and/or items that are prohibited by applicable law. Scubaspa may deny boarding or disembark any Guest in possession of any such items, at the Guest's own expense with no compensation or the refund to be paid by Scubaspa.
- 11.3.** All valuable items should be stored in a mini-safe located in each cabin/suite or deposited at the Captain.

12. SMOKING

Smoking on the vessel is extremely dangerous and puts lives as well as the vessel at risk. It is therefore strictly forbidden to smoke inside the vessel as well as in any exterior areas other than the designated smoking areas. In case of any violation of this policy, Scubaspa reserves the right to charge a cleaning fee of USD 250 and to disembark the Guest at the Guest's expense. In such case, the Guest is not eligible to any compensation or refund payments by Scubaspa. Scubaspa operates a zero tolerance policy with regard to its policy on smoking.

13. ALCOHOL

- 13.1.** Guests are strictly prohibited from bringing any alcohol on board. Due to the Maldivian law with regard to alcohol, Guests are also prohibited from removing alcohol purchased on board from the vessel.
- 13.2.** Scubaspa is committed to a responsible service of alcohol during each cruise and therefore only Guests over the age of 18 years will be permitted to consume or purchase alcohol.
Scubaspa also reserves the right to refuse the sale of alcoholic beverages to any Guest underage or deemed to be intoxicated.
- 13.3.** Based on the Maldivian legislation concerning alcohol, Scubaspa will not serve any alcoholic beverages to Maldivian Guests.

14. RIGHTS OF THE CAPTAIN / CREW

Guests must follow all safety instructions issued by the Captain, Cruise Manager or other members of the vessel's crew. If a Guest seriously affects the safety or enjoyment of any person on board, the Captain and/or the Cruise Manager have the right to confine, discipline or disembark the Guest. In such cases Scubaspa is not responsible for any expenses this may cause. In case of disembarkation no compensation or the refund will be paid by Scubaspa.

15. SAFETY & SECURITY

Should the Guest become aware of anyone being injured or of unsafe or any possibly illegal, suspicious or inappropriate behavior during the cruise, it is very important to immediately report this to the Captain or a senior member of the vessel's crew.

16. MEDICATION AND HEALTH CONSIDERATION

- 16.1.** Due to the nature of a safari cruise, Guests must ensure that if they are currently taking prescription medication or long term medication it is their sole responsibility to ensure that they bring an adequate supply with them to last for the duration of their booked Scubaspa holiday.
- 16.2.** Any medical assistance available on board will be limited to first aid offered by qualified staff. Anyone requiring more specialist treatment will require moving to shore therefore Scubaspa advise all Guests to carry adequate travel insurance.
- 16.3.** Under the guidance of first aid please note that We are unable to issue painkillers in any form therefore it is the Guests responsibility to carry their own.
- 16.4.** Guests are required to advise Scubaspa in writing, at or prior to the time a

cruise begins, of any physical, emotional or mental condition which may require attention during the cruise. Failure to do so may release Scubaspa from any liability for loss, damages or other compensation arising from or related in any way to such disability or condition. Guests should be aware that due to the nature of the cruises offered We are not prepared for any Guests with serious health issues. If a Guest has a condition that in Scubaspa's opinion may seriously affect the enjoyment, health or safety of themselves or any other person on board, We reserve the right to refuse boarding to accept such a person.

- 16.5.** Scubaspa cannot accept women who have entered or will enter their 24th week of pregnancy at any time before the end of the chosen cruise. Scubaspa may request supporting medical evidence of this fact before the Guest's arrival.
- 16.6.** All Guests participating in any diving activity must complete a medical questionnaire and may be asked to deliver a medical certificate, which confirms that they are fit for diving. We may also ask Guests to complete a health questionnaire before undergoing any Spa treatments.

17. MINIMUM DIVE EXPERIENCE

- 17.1.** Only Guests who hold a PADI Open Water license or an internationally recognized equivalent, may book any of Scubaspa holiday packages, which include scuba diving other than scuba diving courses.
- 17.2.** At the time of boarding the vessel, all diving Guests are required to show proof of their diving license, logbook, an appropriate medical diving insurance and medical statement/certificate, assuring that they are fit for diving. All divers will be asked to complete a liability release waiver prior to diving.

18. OTHER SERVICES / EXCURSIONS

Depending on availability, Guests may choose to book other services/excursions with Scubaspa that may be provided by third party service providers. Any arrangements made with such other service providers by or for the Guest are at the Guests risk and remain their sole responsibility.

19. OTHER SPECIAL REQUESTS

Any special requests while on board (including special dietary requirements) should be given in details to the Cruise Manager. Special requests cannot be guaranteed, however, every effort will be made to comply.

20. APPAREL

- 20.1.** Recommended onboard clothing is a holiday casual. A strict “no shoes” policy applies to all Scubaspa’s vessels. However, due to the fact that decks can heat up in hot weather, flip flops with soft and light coloured soles are accepted.
- 20.2.** For lounging at the sun decks use of proper sun protection and sunglasses is advisable.

21. ONBOARD CURRENCY

The currency used onboard all Scubaspa’s vessels in the bars, restaurant and facilities is US Dollars. Alternatively, the following credit cards are accepted on board: Visa, Mastercard. Additional fees may apply to such payments.

22. ELECTRICITY

The onboard voltage is 220V/50HZ with UK standard power outlets. It is the Guest’s responsibility to travel with adequate travel adaptors.

23. ENVIRONMENT

Trash must be properly disposed of in containers provided throughout the vessel or in wastebaskets provided in cabins/suites. Trash or other foreign objects must never be flushed down a toilet and Guests are prohibited from disposing of or throwing any item overboard.

24. THE WEATHER

Guests must be aware that We are cruising in a tropical environment, where heavy rainfalls and strong winds may occur.

25. LIMITATION OF LIABILITY

- 25.1.** To the extent permitted by law Scubaspa shall not be liable for any loss of or damage to the property (including but not limited to the luggage, medicines, valuables, financial means, electronic equipment and/or similar) of Guests or for injury, death, illness, damage, delay or other loss to person however caused, or any act not shown to be caused by the Scubaspa’s direct and sole negligence and the Guests shall indemnify and hold Scubaspa, its owners, employees and directors, harmless against all costs, proceedings, claims and demands sustained by or brought or made against Scubaspa on account of any such loss, damage,

death or injury or arising directly or indirectly as a result of any breach of the Terms and Conditions or negligence of the Guests.

- 25.2.** Scubaspa shall accept no responsibility or liability for Guest's use of any athletic, recreational, sport or any other equipment (including but not limited to snorkels, masks, scuba equipment), whether or not supplied by Scubaspa or any accidents, injuries or deaths related to their use; or for the negligence or wrongdoing of any independent contractors (in particular spa personnel) or for any events taking place off the Scubaspa's vessels, launches or transports, or as part of any shore excursion, tour or activity.
- 25.3.** Scubaspa hereby disclaims all liability to the Guest for damages for emotional distress, mental suffering or psychological injury of any kind under any circumstances, when such damages were neither the result of a physical injury to the Guest, nor the result of Guest having been at actual risk of physical injury, nor were intentionally inflicted by Scubaspa. Without limiting the preceding sentence, in no event shall Scubaspa be liable to the Guest for any consequential, incidental, exemplary or punitive damages other than required by mandatory provisions of an applicable law.
- 25.4.** Without limiting the foregoing in the case of any damage arising from the non-performance or improper performance of the services involved in the holiday package under the contract between the Guest and Scubaspa, the total liability of Scubaspa towards the Guest shall be limited in accordance with the international conventions applicable to it, which govern such services and in total not exceeding the remuneration received for a given holiday package.
- 25.5.** Parents or legal guardians hereby assume full responsibility for their children's safety and release and hold Scubaspa, its owners, employees and directors harmless from any and all liability, claims, damages, costs and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by them and/or their child from whatever cause, while in or upon the vessel or any premises under the control and supervision of Scubaspa, its owners and operators. Upon booking, parents must sign/electronically agree to a Disclaimer/Liability release form.
- 25.6.** All costs associated with the repair of damage to any part of the vessel caused by a child are the sole responsibility of the parent or legal guardian. Should a cabin/suite be damaged and unfit for use due to the nature of the damage caused, the loss of booking revenue will be charged against me as the parent or legal guardian as an additional cost and will be based on two people sharing for a minimum of one tour.
- 25.7.** Guests are solely responsible for any and all damage and/or loss caused by their violation of these Terms and Conditions.

26. PERSONAL DATA PROTECTION

- 26.1.** To enable Scubaspa to fulfill its obligations under these Terms and Conditions, We may require personal information relating to each Guest including but without limitation to the Guest's name, address, gender, citizenship, ID number, passport number, flight details which may also disclose any health, or medical conditions, any disability, or any other special needs of the Guest, to process the Guest's booking effectively.
- 26.2.** Scubaspa may pass this information on to other relevant entities such as travel operators, hotels, airlines or other transport providers, security and/or credit verification entities, credit and debit card companies or any governmental or public authorities, either as required by law or regulation or, if required by such other bodies to provide their services to the Guest effectively.
- 26.3.** Without such information it may not be possible for Scubaspa to fulfill its respective obligations under these Terms and Conditions.
- 26.4.** The Guest expressly consents to such transfers of information.
- 26.5.** Scubaspa has the right to use photographic or video images of Guests taken onboard of the vessel or otherwise during the cruise holiday for marketing or other purposes.

27. CONTACT E-MAIL ADDRESSES

All notices and communication to Scubaspa are to be sent to sales@scubaspa.com

28. GOVERNING LAW

This Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Maldives.

29. JURISDICTION

All disputes arising from or in connection with these Terms and Conditions which cannot be settled amicably, shall be referred to the materially competent common court having jurisdiction over the Scubaspa's registered office.

30. FORCE MAJEUR

The obligations in this Terms and Conditions shall be rendered invalid in all circumstances of force majeure such as act of god, civil unrest, war and war like conditions, strikes, natural catastrophes, perils of the sea, fire, thefts, epidemics, acts of terrorism, government ordered measures of closure and restraint that jeopardizes the ability of either the Guest or Scubaspa to perform its duties. Under any conditions of force majeure Scubaspa shall hold any direct liability to the Guest for failure to operate.

31. MISCELLANEOUS

The illegality or invalidity of any paragraph, clause, or provision of these Terms and Conditions shall not affect or invalidate any other paragraph, clause or provision thereof. All headings set forth in these Terms and Conditions are for convenience only and have no separate meaning or effect.