



SCUBASPA PVT.LTD & SCUBASPA2 PVT.LTD.

TERMS & CONDITIONS

Latest update: 04-Feb-2019

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 form you (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 We have received your online booking request and all due payments, within 7 days We will send you 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 and confirmed the booking by e-mail. This confirmation will show your details and the balance due for your cruise holiday that still has to be paid.
- 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 booking not later than within 7 days We shall receive a 25% deposit to secure your booking. After this time if your deposit has not been paid your booking will be automatically cancelled

- 2.2. Any outstanding balance must be made and cleared no later than 30 days prior to your arrival. However, depending on the proximity of the cruise, full deposit or final payment may be required sooner. Failure to settle payments on time, results in the automatic cancellation of the booking with no refund of the deposit. Please be aware that certain payment methods such as bank transfers can take a week to clear. It is your full responsibility to ensure that your payment is made with this in mind so as not to put your holiday booking at risk of cancellation.

3. PAYMENT POLICY

Any payments to Us should be made via:

- a) bank transfer to:

FOR HOLIDAY BOOKED ON SCUBASPA YING VESSEL:

Account name:	SCUBASPA PVT LTD
Acc. holder address:	BODUTHAKURUFAANU MAGU, H.AAGADHAGE, 3RD FLOOR, 20026 MALE, REPUBLIC OF MALDIVES
Bank name:	THE MAURITIUS COMMERCIAL BANK MALDIVES
Bank address:	H. SHIFA BLDG, BODUTHAKURUFAANU MAGU, P.O BOX 3019, MALE, REPUBLIC OF MALDIVES
Account No:	00000-65471
SWIFT (BIC CODE):	MCBLMVMV
Currency:	USD

FOR HOLIDAY BOOKED ON SCUBASPA YANG VESSEL:

Account name:	SCUBASPA 2 PVT LTD
Acc. holder address:	BODUTHAKURUFAANU MAGU, H.AAGADHAGE, 3RD FLOOR, 20026 MALE, REPUBLIC OF MALDIVES
Bank name:	THE MAURITIUS COMMERCIAL BANK MALDIVES
Bank address:	H. SHIFA BLDG, BODUTHAKURUFAANU MAGU, P.O BOX 3019, MALE, REPUBLIC OF MALDIVES
Account No:	00000-64610
SWIFT (BIC CODE):	MCBLMVMV
Currency:	USD

- b) Credit card

Scubaspa Pvt Ltd accepts Visa and Master Card while Scubaspa2 Pvt Ltd accepts Visa, Master Card and American Express payments. Additional service charges (e.g. bank transfer, credit card operator charges, etc.) will apply and be added to each 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 exclusive 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.

4.4 Supplements & reductions

The only option for the guest to enjoy single occupancy is to pay either 25% or 50% single supplement. This rule includes bookings in all cabin types. Additional supplement of 25% applies to the tours during Christmas and the New Year in 2019 and 15% during Christmas and the New Year in 2020.

There is an option for triple occupancy in Cowrie Suite (cabin no 7) and one Seastar cabin (no 10). The third person in a triple cabin receives a 25% discount.

5. HOLIDAY PACKAGES & SCOPE OF SERVICE

Six types of holiday packages are available:

- a) 7 Nights Scuba Holiday Package (15 to 17 dives)
- b) 7 Nights Spa Holiday Package (8 spa treatments)
- c) 7 Nights Scuba & Spa Holiday Package (6 dives and 4 spa treatments)
- d) 4 Nights Scuba Holiday Package (8 to 9 dives)
- e) 4 Nights Spa Holiday Package (4 spa treatments)
- f) 4 Nights Scuba & Spa Holiday Package (4 dives and 2 spa treatments)

The exchanging of dives to spa treatments within a package is not available.

The Scuba Holiday Package is only available for certified divers. Guests who wish to complete PADI Open Water Course are required to take Scuba&Spa Holiday Package, this course is only available during 7 Nights Holidays, due to its length and intensity. Clients who booked the Spa Holiday Package can request a payable Discover Scuba Diving Course. Those who have selected the Scuba Holiday Package may book chargeable spa treatments, depending on availability.

5.1. The 7 Nights 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 can arrange transfer at additional cost)
- b) Full board accommodation
- c) Welcome drink
- d) Unlimited drinking water
- e) Canned juices & selection of teas and coffee until the end of breakfast at 09:00 AM
- f) 15 to 17 dives/week (tank & weight)
- g) Yoga classes every morning
- h) Snorkelling, equipment included
- i) BBQ on a sandy island
- j) Excursions
- k) 1 GB of data internet package per person

5.2. The 7 Nights 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 can arrange your transfer at additional cost)
- b) Full board accommodation
- c) Welcome drink
- d) Unlimited drinking water
- e) Canned juices & selection of teas and coffee every morning until the end of breakfast at 09:00 AM
- f) 8 Spa treatments/week
- g) Yoga classes every morning
- h) Snorkelling, equipment included
- i) BBQ on a sandy island
- j) Excursions
- k) 1 GB of data internet package per person

5.3. The 7 Nights 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 can arrange your transfer at additional cost)
- b) Full board accommodation
- c) Welcome drink
- d) Unlimited drinking water
- e) Canned juices & selection of teas and coffee every morning until the end of breakfast at 09:00 AM
- f) 6 dives/week (tank & weight)
- g) 4 Spa treatments/week
- h) Yoga classes every morning
- i) Snorkelling, equipment included
- j) Excursions
- k) 1 GB of data internet package per person
- l) BBQ on a sandy island

5.4. The 4 Nights Scuba Holiday Package includes:

- a) Transfer from and to the airport (on regular arrival and departure days only which are Saturday and Wednesday. Should you arrive or depart on different day, we can arrange your transfer at additional cost)
- b) Full board accommodation
- c) Welcome drink
- d) Unlimited drinking water
- e) Canned juices & selection of teas and coffee until the end of breakfast at 09:00 AM
- f) 8 to 9 dives (tank & weight)
- g) Yoga classes every morning
- h) Snorkelling, equipment included
- i) BBQ on a sandy island
- j) Excursions
- k) 1 GB of data internet package per person

5.5. The 4 Nights Spa Holiday Package includes:

- a) Transfer from and to the airport (on regular arrival and departure days only which are Saturday and Wednesday. Should you arrive or depart on different day, we can arrange your transfer at additional cost)
- b) Full board accommodation
- c) Welcome drink
- d) Unlimited drinking water
- e) Canned juices & selection of teas and coffee every morning until the end of breakfast at 09:00 AM
- f) 4 Spa treatments
- g) Yoga classes every morning
- h) Snorkelling, equipment included
- i) BBQ on a sandy island
- j) Excursions
- k) 1 GB of data internet package per person

5.6. The 4 Nights Scuba & Spa Holiday Package includes:

- a) Transfer from and to the airport (on regular arrival and departure days only which are Saturday and Wednesday. Should you arrive or depart on different day, we can arrange your transfer at additional cost)
- b) Full board accommodation
- c) Welcome drink
- d) Unlimited drinking water
- e) Canned juices & selection of teas and coffee every morning until the end of breakfast at 09:00 AM
- f) 4 dives (tank & weight)
- g) 2 Spa treatments
- h) Yoga classes every morning
- i) Snorkelling, equipment included
- j) BBQ on the sandy island
- k) Excursions
- l) 1 GB of data internet package per person

6. TRANSFERS, CHECK-IN AND CHECK-OUT

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.

Guests on 4 Nights Package will disembark in Maamigili island (Wednesday), Scubaspa grants transfer to Maamigili airport.

6.1. Check-in and check-out

Check-in:

Embarkation starts at 14:00 on Saturdays, guests are requested to book their flight tickets accordingly. Earlier or later arrivals might be accepted however must be discussed with Reservations Team at sales@scubaspa.com

Check-out:

We have two standard airport transfers scheduled for Saturday on 7-night holiday - first at 7 AM and the last one at 8.45 AM. On 4-night holidays the disembarkation is scheduled at 13:45 after lunch.

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 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. We strongly discourage our Guests from traveling with children as Scubaspa holidays are unsuitable for children. 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 rest 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.

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 area. 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. We strictly adhere to zero-tolerance with regard to 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. Scubaspa reserves the right to confiscate any alcohol that was not purchased onboard.
- 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.

17. MINIMUM DIVE EXPERIENCE AND MEDICAL STATEMENT

- 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.
- 17.3. As per Maldivian law, open water diver is certified to dive down to only 18 meters whilst advanced open water diver is certified to dive down to 30 meters. Night and deep dives are available only to divers with advanced diver certification. If guests wish to upgrade their level, advanced diver course is available on board.
- 17.4. We consider guest' safety as our number one priority. If client has any pre-existing medical conditions and/or will be taking any medication while on holiday, we will ask to look over the attached medical form. Please, note that as part of the check-in for the diving, passengers will have to complete a medical statement (**see below in 17.5**). If client can answer one or more questions of the medical statement with a "yes", he/she will need a medical certificate from a doctor, which states that he/she is fit to dive. Please keep in mind, that we will not be able to take guest diving without the release if any of the conditions mentioned in the form applies to him/her..

17.5. MEDICAL STATEMENT FORM



MEDICAL STATEMENT

Participant Record (Confidential Information)

Please read carefully before signing!

This is a statement in which you are informed of some potential risks involved in scuba diving and of the conduct required of you during the scuba training program. Your signature on this statement is required for you to participate in the scuba training program offered by SCUBASPA YING located in Maldives and dive professional(s) employed on the vessel.

Read this statement prior to signing it. You must complete this Medical Statement, which includes the medical questionnaire section, to enroll in the scuba training program. If you are a minor, you must have this Statement signed by a parent or guardian.

Diving is an exciting and demanding activity. When performed correctly, applying correct techniques, it is relatively safe. When established safety procedures are not followed, however, there are increased risks. To scuba dive safely, you should not be extremely overweight or out of condition. Diving can be strenuous under certain conditions.

Your respiratory and circulatory systems must be in good health. All body air spaces must be normal and healthy. A person with coronary disease, a current cold or congestion, epilepsy, a severe medical problem or who is under the influence of alcohol or drugs should not dive. If you have asthma, heart disease, other chronic medical conditions or you are taking medications on a regular basis, you should consult your doctor and the instructor before participating in this program, and on a regular basis thereafter upon completion. You will also learn from the instructor the important safety rules regarding breathing and equalization while scuba diving. Improper use of scuba equipment can result in serious injury. You must be thoroughly instructed in its use under direct supervision of a qualified instructor to use it safely.

If you have any additional questions regarding this Medical Statement or the Medical Questionnaire section, review them with your instructor before signing.

Divers Medical Questionnaire

To the Participant:

The purpose of this Medical Questionnaire is to find out if you should be examined by your doctor before participating in recreational diver training. A positive response to a question does not necessarily disqualify you from diving. A positive response means that there is a preexisting condition that may affect your safety while diving and you must seek the advice of your physician prior to engaging in dive activities.

Please answer the following questions on your past or present medical history with a **YES** or **NO**. If you are not sure, answer YES. If any of these items apply to you, we must request that you consult with a physician prior to participating in scuba diving. Your instructor will supply you with an RSTC Medical Statement and Guidelines for Recreational Scuba Diver's Physical Examination to take to your physician.

- Could you be pregnant, or are you attempting to become pregnant?
- Are you presently taking prescription medications? (with the exception of birth control or anti-malarial)
- Are you over 45 years of age and can answer YES to one or more of the following?
 - currently smoke a pipe, cigars or cigarettes
 - have a high cholesterol level
 - have a family history of heart attack or stroke
 - are currently receiving medical care
 - high blood pressure
 - diabetes mellitus, even if controlled by diet alone

- Blackouts or fainting (full/partial loss of consciousness)?
- Frequent or severe suffering from motion sickness (seasick, carsick, etc.)?
- Dysentery or dehydration requiring medical intervention?
- Any dive accidents or decompression sickness?
- Inability to perform moderate exercise (example: walk 1.6 km/one mile within 12 mins.)?
- Head injury with loss of consciousness in the past five years?
- Recurrent back problems?
- Back or spinal surgery?
- Diabetes?
- Back, arm or leg problems following surgery, injury or fracture?
- High blood pressure or take medicine to control blood pressure?
- Heart disease?
- Heart attack?
- Angina, heart surgery or blood vessel surgery?
- Sinus surgery?
- Ear disease or surgery, hearing loss or problems with balance?
- Recurrent ear problems?
- Bleeding or other blood disorders?
- Hernia?
- Ulcers or ulcer surgery?
- A colostomy or ileostomy?
- Recreational drug use or treatment for, or alcoholism in the past five years?

Have you ever had or do you currently have:

- Asthma, or wheezing with breathing, or wheezing with exercise?
- Frequent or severe attacks of hay fever or allergy?
- Frequent colds, sinusitis or bronchitis?
- Any form of lung disease?
- Pneumothorax (collapsed lung)?
- Other chest disease or chest surgery?
- Behavioral health, mental or psychological problems (Panic attack, fear of closed or open spaces)?
- Epilepsy, seizures, convulsions or take medications to prevent them?
- Recurring complicated migraine headaches or take medications to prevent them?

**The information I have provided about my medical history is accurate to the best of my knowledge.
 I agree to accept responsibility for omissions regarding my failure to disclose any existing or past health condition.**

 Signature date Signature of Parent or Guardian date

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. DRONES

General Rules for Flying a Drone in the Maldives

To fly a drone in the Maldives you must obtain approval from the Maldives National Defense Force (MNDF) and a permit from the MCAA.

Please use the link [DRONE PERMIT](#)

It must be submitted to the MCAA by emailing ans@caa.gov.mv

- a. Fly only during daylight hours and in good weather conditions
- b. Do not fly above 400 feet above ground level.
- c. Do not fly over people.
- d. Do not fly near military installations, power plants, or any other area that could cause concern among local authorities.
- e. Do not fly near airports or in areas where aircraft are operating.

*Note: Areas where drones can be flown are very limited in the Maldives, as much of the country consists of islands with sea-plane ports, restricting the use of drones.

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 US Dollars. Alternatively, the following credit cards are accepted on board: Visa, Mastercard. Additional fees will 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 waste bins 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 MAJEURE

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.