



Terms and Conditions Booking- and Cancellation Policy

- I. Bookings
 - i. All bookings are only guaranteed when payment has been received in full by AFRICAN Divers Nuweiba, and a voucher has been issued to confirm the booked services.
 - ii. This voucher needs to be brought by the guest to check in at the diving centre.
 - iii. Until confirmation of full payment, AFRICAN Divers Nuweiba cannot guarantee the availability of a dive guide or instructor for planned diving activities, or the availability of accommodation or any other planned services.
 - iv. AFRICAN Divers Nuweiba will do their best to accommodate guest requests on site, but cannot guarantee they are able to do so.
 - v. Any additional services booked or used on site, equipment rental or purchase etc ... must be paid for in full by the end of the final day's diving.
- II. Pricing, offers, packages
 - i. All prices indicated on our price lists can be changed at any time without prior notification of any kind.
 - ii. The price list on public display on the dive centre counter is the binding version of the price list.
 - iii. All prices are excluding 10% Egyptian sales tax unless otherwise stated.
 - iv. Group Bookings
 - i. All group bookings and offers are subject to change or cancellation at any time, without prior notification.
 - ii. Group bookings are not eligible for a credit note should the dive package not be completed by any member or members of the group. In this situation, no refund would be due, or given, to any party.
 - v. Special Offers
 - i. Special offers can be changed or cancelled at any time, without prior notification.
 - ii. It is not possible to combine special offers.
 - iii. If a pre-booking includes any kind of financial discount, this discount cannot be, nor will be made subject to any other kind of special offer.
 - vi. Package Deals
 - i. All diving packages of multiple days are valid for one diver per package.
 - ii. Divers are not able to share packages between them, unless exceptional circumstances develop when guests have already commenced diving, and with prior written agreement from the management of AFRICAN Divers Nuweiba.
- III. Cancellation and Refund Policy
 - i. If a booking is cancelled at the *latest two full days before the booked activity was supposed to start*, 50% of the full price will be charged.
 - ii. If a booking is cancelled within twenty-four hours of *the arranged start day*, 100% of the price for the booked activity will be charged.
 - iii. If a client signs up for an activity less than 24 hours before it is supposed to start, 100% of the arranged price will be charged in case of cancellation.
 - iv. Upon cancellation, the full cancellation fee must be paid immediately, when activities have not been paid in advance, and where applicable a refund to the customer will be made immediately.
 - v. The customer is responsible for providing the relevant details for refund payments.
 - vi. AFRICAN Divers Nuweiba reserves the right to cancel any activities, events, services or accommodation bookings without prior warning or notice, and without reason being provided.
 - vii. This cancellation would only be undertaken under exceptional circumstances, including but not limited to weather, acts of nature, refusals of police permissions to travel or undertake a journey, refusal of a dive permit by the coast guard, and acts of war and/or terrorism. Refunds in these circumstances are not due.
 - viii. AFRICAN Divers Nuweiba expressly recommends having travel insurance that would cover for all costs in case of cancellation.
 - ix. In case of started, but unfinished dive packages, (including those interrupted by medical issues) a *credit note* will be given to the client and no refund will be made.
 - x. Credit notes are only valid for a 12 month period from the date of issue, as shown on the top right of the credit note.
 - xi. If a diving booking is cancelled due to medical issues, the client will have to consult a physician at their own costs, to receive a *medical report*.
 - xii. Doctor's appointments can be arranged by the diving center staff.
 - xiii. If the client refuses to undertake such a medical, they will not be due any refund.
 - xiv. Without a medical report stating "*unfit for scuba diving*" no refund can be given.

IV. Paperwork, forms and liability release

i. Medical Form

- i. All divers making daily diving, or taking any course, must complete a medical statement, as per Egyptian Law.
- ii. All divers must either have no relevant medical conditions as stated on the form, or must have a doctor verify that they are fit to dive, and sign the medical form to this effect.
- iii. The certifying doctor must not be related to, or a friend of, the customer, as this would render the medical statement unusable due to a conflict of interest.
- iv. A certification of fitness to dive, where the certifying doctor has imposed restrictions on any aspect of diving (e.g. maximum depth, duration, etc.), is not valid, and cannot be accepted by the diving centre.
- v. If the physician agrees the person is unfit to dive, they will be given a full refund on all pre-paid diving services, upon receipt of a signed Medical Report.
- vi. Medical examinations have to be carried out on site, immediately medical conditions occurs, or latest at the first day a booked activity is missed due to illness. Medical reports that are issued at a later date (e.g. after the client returned home) cannot be accepted.

ii. Courses

- i. Please note that for all PADI and TDI courses all clients are required to complete a liability release form, standard safe diving practices form as well as the valid medical questionnaire and any additional paperwork required by AFRICAN Divers Nuweiba, and of the applicable training organisation.
 - ii. All existing medical conditions have to be checked by a doctor where necessary (please read notes on the forms).
 - iii. Medical questionnaires and release forms are available and can be sent to the guest (or TO where applicable) on request.
 - iv. No course or activity where a certification is possible, offers any guarantee of certification, even if all course modules and sections are completed. All certifications are awarded at the Instructor's discretion only. Where certification are included in a package or pre-paid, no refund will be given should the participant not meet the required standards for certification at the level being assessed.
- iii. If guests refuse to complete the valid paperwork required for the course or activity being undertaken, no refund will be due or provided.

V. Accommodation

- i. Confirmed hotel and camp bookings are non-refundable as per our agreement with our partner hotels.
- ii. Any incident occurring on or around the accommodation premises, including but not limited to the rooms, restaurants, beaches, swimming pools and all surrounding areas, is the sole responsibility of the hotel or camp, and AFRICAN Divers Nuweiba accepts no liability for any incident.
- iii. All Beach areas are public areas, and all personal belongings are left there at guests own risk. Neither AFRICAN Divers Nuweiba nor the accommodation premises accept any responsibility for items lost, stolen or damaged whilst on any Nuweiba beach.

VI. Methods of payment

- i. Pre-bookings must be paid in full, in either Pound Sterling or Euro by bank transfer to one of our European bank accounts, or be paid cash in either Pound Sterling, US Dollar or Euro at the Diving Center in Nuweiba.
- ii. Cash and credit card payments are accepted in the diving centre, and exchange rates are entirely at the discretion of the diving centre management.
- iii. All credit card payments are subject to a minimum charge of 5%, as determined by the relevant bank and account owner.

VII. Equipment

- i. Equipment or other stock that is ordered on request of a guest for purchase in the diving centre must be paid for and taken, even should the equipment no longer be required. Where we are able to return these items, we will do so, but the guest who placed the order would be responsible for full administrative charges, and transportation costs.
- ii. All purchases of equipment or boutique items are non-refundable and non-returnable. The management reserves the right to enforce guest payment for items ordered at their hotel check out, if necessary.
- iii. Any equipment rented or loaned, whether paid for or not, from AFRICAN Divers Nuweiba, is used entirely at the risk of the person using the equipment. AFRICAN Divers Nuweiba will not accept any liability for injury, illness or death, which results from use of said equipment, whether through maintenance, fault, incorrect use, or any other circumstance.
- iv. Any equipment rented by a guest becomes the responsibility of said guest, whether the equipment was paid for or not. This includes students of dive courses, and minors, in the latter case the guardian counter signing all forms is responsible. This means that any incident resulting from use of said equipment is the full responsibility and liability of the guest. Any damage to the equipment found on its return, or should the equipment not be returned, would leave the person who rented the equipment responsible for the full cost of the replacement of the equipment or part of the equipment, that is missing or damaged, as well as all transportation and administration charges to receive the equipment in Nuweiba. In case the equipment can be repaired, the guest is responsible to pay for the repair costs (including spare parts, transportation to Nuweiba of these parts of transportation of the damaged piece of equipment to an external workshop, and salary for the equipment service technician). The item(s) would be charged at full sales price plus transportation cost for getting this item to Nuweiba (by pick-up truck). This equipment includes, but is not limited to, weights, weight belts, tanks, BCDs, regulators (including mouth pieces), booties, wetsuits, fins (including fin straps), masks (including mask straps), snorkels (including mouth pieces and holders), compasses, first aid equipment, oxygen tanks, oxygen regulators, oxygen masks, hoods, dry suits (including valves and seals) and all technical dive equipment.
- v. Guests who use Enriched Air Nitrox tanks do so entirely at their own risk. Full responsibility for analyzing the tank for diving, and adhering to a dive profile suitable for this gas mix, resides with the diver themselves. Every Diver has to adhere to common Enriched Air Nitrox dive practice (e.g. paperwork, filling in the filling station's log(s), marking cylinders, analyzing tanks) as described by PADI, the RSTC, DSAT and TDI/SDI. AFRICAN Divers Nuweiba makes no guarantee as to the percentage of oxygen found within the tank, nor to planning a dive suitable to this mix of oxygen. Any accident, injury or death that results from diving with a tank of enriched air nitrox, through whatever cause, is not the liability of AFRICAN Divers Nuweiba or their staff.

- VIII. Law
- i. AFRICAN Divers Nuweiba is a registered company in Egypt.
 - ii. AFRICAN Divers Nuweiba is subject to Egyptian law, and only Egyptian law, in its entirety.
 - iii. Any dispute brought against, or by, AFRICAN Divers Nuweiba will have to be registered with an Egyptian Court of law only. Cases registered in other countries are not legally viable.
 - iv. We explicitly do not accept lawsuits brought against us at any other court.
 - v. By entering any of our premises or vehicles, making purchases from our product range or engaging in any kind of activity, diving or non-diving related, every client agrees to abide by these terms and conditions.
 - vi. Any person who enters the premises or vehicles of, or who undertakes any activities recommended by, organised by or run by AFRICAN Divers Nuweiba, accepts full liability for any accident, incident or other occurrence that may happen to them. AFRICAN Divers Nuweiba accepts no liability for any accident, cancellation or occurrence, preventable or otherwise, that may occur.
 - vii. All in water activities are the responsibility of the Instructor of Dive Guide present.
 - viii. AFRICAN Divers Nuweiba does not accept any responsibility for any incident, accident or death, resulting from any activity, in water or otherwise. All activities are undertaken at the participant's sole responsibility, and neither they nor any member of their friends and family, can claim liability in any form from AFRICAN Divers Nuweiba or its staff.
 - ix. AFRICAN Divers Nuweiba accepts no liability or responsibility for any belongings left in the Diving center, lockers, vehicles (whether on diving centre property, on dive sites, or at any other location), or on the beach. No areas will be under constant supervision. The diving centre building will be kept locked and secured at night, but this does not offer any guarantee of security for any items. AFRICAN Divers Nuweiba further does not offer any insurance for items lost, stolen or damaged in any circumstance, whether within the diving centre premises or not.
 - x. AFRICAN Divers Nuweiba, all logos, web pages, and other media, are trademarked and the sole property of AFRICAN Divers Nuweiba and the company owners. The logo, name, photographs and any other information distributed and found in association to AFRICAN Divers Nuweiba, cannot be used by any third party, without the express written agreement of the management of AFRICAN Divers Nuweiba.
- IX. Insurance
- i. AFRICAN Divers Nuweiba does not provide any kind of insurance that covers their customers in case of diving or non-diving related accidents, illness, act of terrorism, natural disasters or any other kind of incident.
 - ii. AFRICAN Divers Nuweiba explicitly informs all customers to have current travel insurance that covers their costs in case of cancellation, injury or any other occurring issue whilst being on holiday.
 - iii. The diving centre does not provide any insurance policy that covers clients whilst engaging in any activity offered, or whilst being within our premises or vehicles.
 - iv. To customers engaging in in-water activities, we highly recommend a comprehensive diving insurance policy (e.g. DAN) that covers costs occurring from treatment of all kind of diving related injuries and/or conditions (e.g. recompression treatment, treatment of marine life injuries, etc.).
 - v. All staff of AFRICAN Divers Nuweiba are fully and solely responsible for their own insurance policies, to cover them and all guests they are diving with for any accident, incident and liability, as required by PADI International Ltd. The individual member of staff is also responsible for maintaining their own work permit and membership with the relevant training organisation, Egyptian Authorities and Government bodies.
- X. Complaints
- i. Complaints of any kind have to be registered with the diving centre management prior to leaving Nuweiba.
 - ii. We do not accept any responsibility for complaints that occur at a later point.
 - iii. All complaints will be handled internally by the management of AFRICAN Divers Nuweiba, and the complainant will not be notified of the outcome of these complaints unless they specifically request to be informed.
 - iv. AFRICAN Divers Nuweiba reserves the right to take no action from any received complaint.
- XI. Other
- i. Not all dive sites offer secluded areas for changing, or facilities to purchase drinks and food, nor to use the toilet. AFRICAN Divers Nuweiba is not responsible for finding areas for these activities, nor for any problems guests may have as a result of an absence of said facilities.
 - ii. Any guest, or person (including children and non-divers) who travels with AFRICAN Divers Nuweiba to a dive site, or any other location, is at this location entirely at their own risk. No supervision is offered for them, or for any activities they chose to undertake whilst at a location. AFRICAN Divers Nuweiba is not responsible for any incident, accident or other occurrence that may occur at this location, nor to rectify or assist in rectifying any situation that has occurred.
 - iii. All transfers to and from hotels to the diving centre, to the airports, or to any other area, are not the responsibility of AFRICAN Divers Nuweiba. All guests undertake such journeys at their own risk, and under their own responsibility. Liability for accidents, delays or other incidents, whether guests are injured or not, are with the owner and driver of the car, and not with AFRICAN Divers Nuweiba.
 - iv. All trips undertaken by guests, whether recommended, booked or organised by AFRICAN Divers Nuweiba, or its staff, are undertaken by guests entirely at their own risk and responsibility. Liability for accidents, delays or other incidents, whether guests are injured or not, are with the owner and driver of the car, and where applicable the tour guide, and not with AFRICAN Divers Nuweiba.