



GENERAL CONDITIONS OF SALE XPLORER

PREAMBLE

Anyone wishing to participate in the services of Aquarius safari owner of the Xplorer brand must:

- Provide the names, first names, passport number, dive level and number of dives of the people it wishes to register as well as the details of the flights and airports of departure and return, any special remarks concerning the booking of cabins and / or rooms, diving courses, Nitrox....
- Check that all the documents to be provided (passport valid 6 months before the return date, logbook, medical certificate are up to date)
- Accept the terms of payment and these general conditions of sale.

THE SERVICE

The Xplorer service includes:

- 2 return transfers between the nearest airport and the cruise ship.
- 6 days and 7 nights on board for cruises starting on Saturday at 5 p.m. and ending on the following Saturday at 10 a.m.,

For marine parks 13 days and 14 nights and for Mini safari 3 days / 3 nights on board.

For internal organizational requirements, the management of Xplorer reserves the right to accommodate for the first or last night cruise divers and marine parks at the hotel (no double or triple base supplement) with room supplement individual.

- A route at sea with a predetermined route in harmony with the wishes of the passengers.
- Meals from dinner on Saturday evening to breakfast on the following Saturday. 3 meals a day (including starter (s), main course (s) (vegetables, meat and / or fish) and dessert).
- Water, soda, coffee, tea soft drinks packages.
- Nitrox (32%) for Nitrox certified divers.
- 2 guides on board (1 instructor / dive master and / or 1 dive master) approved by Egyptian government authorities.
- A package of minimum 16 dives or for cruises 15 days 30 dives. The "diving" package may be readjusted to the number of days in the event of a delayed departure and arrival.
- 12 DIN / Int tanks and pellets.
- (depending on the boat) from 9 to 11 professional crew members experienced on the boats.
- Sheets and a blanket.
- Towels and showers are provided and are changed during the stay (on request). A bathrobe for the week is also provided.
- Liquid soap.
- Wifi in reception areas allowing this.
- Possibility of a superior category cabin with a supplement of 25 € / week / person.
- Possibility of a suite cabin on the Vita (€ 50 per person per week) subject to availability.

SERVICES NOT INCLUDED

- International flights to and from Hurghada and Marsa alam.
- Visas 25 \$
- Cancellation and repatriation insurance.
- 15 L Alu blocks 1 outlet 40 € DIN / Stirrup or 15 L steel 2 outlets (50 €) DIN / Stirrup and sinkers.
- Alcoholic beverages such as beer, wine (Note: In order to limit the factors favoring diving accidents as much as possible, consumption of alcohol is prohibited during the day until the last dive of the day).
- Transfers from and to the hotels where clients stay before and after the cruise, unless agreed in advance. transfer from Marsa Alam airport to Hurghada or vice versa 20 € / person / 2 journeys
- Customers must bring in addition to their personal equipment: Weight belt, landing parachute, computer, audible and / or visual surface signal and a lamp for night diving (lamp rental on site, to be reserved before departure).
- PADI and Tech training.



BILLING

Invoices are drawn up in the name of the account holder on which payment is desired.

A deposit or all of the payment can be sent via our Aquariusredsea.com site. The total payment of the service must take place at least 2 weeks before the start of the service. The charters will be the subject of a pro-forma invoice upon reservation with request for payment of a 25% deposit and payment of the balance 1 month maximum before the departure of the boat.

COMPLAIN

Any dispute must reach us within 15 days of the end of our service and must be sent by email to the following address: contact@xplorer-redsea.com

In any case, the diver may not demand any reimbursement whatsoever without valid reason, except by amicable agreement. AQUARIUS Safari will offer, depending on the damage (s) suffered, compensation in the form of a credit note, voucher or reimbursement.

If 60 days after receipt of a dispute email agreement is not found, the file will be transmitted to our lawyers who will contact the lawyers of the persons concerned or their representatives.

In case of trial only the Cairo court will be retained by the 2 parties in conflict.

TERMS OF CANCELATION

There are no cancellation fees for airport assistance and visas.

Any cancellation must be notified in writing (e-mail resa@xplorer-redsea.com), you must receive an acknowledgment of receipt from the company xplorer Aquarius safari.

The date of this acknowledgment of receipt of your email will determine the schedule of cancellation fees.

The schedule of cancellation fees is as follows:

Cancellations for individual registrations will be invoiced:

- Cancellation more than 90 days before the departure date of the boat: € 50 booking fees.
- Cancellation from 89 to 61 days before the boat departure date: 20% of the total amount of the cruise / diving stay
- Cancellation from 60 to 45 days before the departure date of the boat: 30% of the total amount of the cruise / diving stay
- Cancellation 44 to 30 days before the departure date of the boat: 70% of the total amount of the cruise / diving stay
- Cancellation from 29 to 15 days before the departure date of the boat: 90% of the total amount of the cruise / diving stay
- Cancellation 14 days before departure of the boat: 100% of the total amount of the cruise / diving stay

Cancellations for charters and groups will be invoiced:

- cancellation from 90 to 60 days before the date of departure of the boat: 50% of the total amount of the cruise / diving stay
- cancellation from 59 to 30 days before the departure date of the boat: 70% of the total amount of the cruise / diving stay
- cancellation from 29 to 15 days before the departure date of the boat: 90% of the total amount of the cruise / diving stay
- cancellation 14 days before the departure of the boat: 100% of the total amount of the cruise / dive stay



If the boat is fully available, Xplorer guarantees departure for groups if registration takes place at least 2 days before departure (for formalities).

One month before departure if the boat has not reached a minimum number of passengers, Xplorer reserves the right to cancel the cruise

In the event that a cruise is confirmed, the remaining available places can be reserved up to 2 days before departure.

PROMOTIONS

Promotions may be launched by Xplorer on its website. These promotions can start and end without notice. These promotional rates will not be retroactive and therefore cannot be the subject of any refund or dispute.

OPTIONS

Only the online reservation files in the pro xplorer-redsea.com space are taken into account. Reservations are not taken into account when sending by email or a telephone call, but only when they are entered in the online reservation xplorer.

An option on a reservation for an individual lasts 2 days. The diver must contact Xplorer to possibly extend his option, otherwise the option will be definitively canceled.

HOME AIRPORT AND TRANSFERS

Passenger reception by an Xplorer / AQUARIUS correspondent using an Xplorer / AQUARIUS sign, generally at the exit door of the airport hall after the passengers have collected their luggage and passed through customs.

For cruises arriving and departing from Hurghada or Marsa Alam airport, passengers are transferred by limousine for (1 or 2 pers), minibus or bus (depending on the number of divers to transfer to the boat) by companies accredited by the Egyptian Ministry of Tourism and Transport.

BEFORE AND AFTER CRUISES

In Egypt, the outward and return transfers covered in the cruise service are only made from the airport to the boat chartered by or belonging to Xplorer. Transfers from customers to or from hotels are the responsibility of customers and organized by themselves or by their tour operator or by their hotel (unless otherwise agreed). Customers must contact our Xplorer correspondent (01001686224) in Egypt the day before the cruise departure appointment to confirm the appointment the next morning. It is also preferable to have the customers' telephone number (or the telephone number of the hotel where the diver (s) are staying) in their Xplorer file (online booking).

If necessary, depending on the days and times of arrival or departure of customers, a "Day-use" and / or an additional night will be offered at the expense of the passengers, organized according to the requirements of the passengers and / or availability of hotels.

For an arrival or departure from Hurghada during the day, there will be a € 15 entry to the dream beach (private beach, shower and toilets, a bar and restaurant are also offered) from 8 am to 6 pm.

Xplorer is not responsible for customers during the days preceding or following the diving cruise services. Xplorer n'est pas responsable des retards aériens et n'a donc pas à prendre en charge des repas ou des nuitées consécutives à un retard ou remboursement de prestations à l'avancée des horaires d'une compagnie aérienne charter ou régulière.

Les clients doivent arriver sur le bateau au plus tard une heure avant le départ de leur croisière. Le départ des bateaux de croisière ne pourra nullement être retardé suite à un retard aérien impliquant une arrivée des clients après 6 h du matin, hormis dans le cas d'un affrètement.

Dans ce cas, le jour de retour de la croisière restera celui initialement prévu. Le forfait plongée se verra réajusté au nombre de jours à bord. Les clients devront être pris en charge par la suite par leur agence ou la compagnie aérienne.



Taxes of € 50€ per diver (marina fees, permissions, coast guard and access to marine parks) are not included in prices list and must be paid locally in cash.

If taxes or the price of fuel were to increase significantly, Xplorer reserves the right to pass on the increase in these taxes, even if customers were registered before the said increase.

Xplorer will inform divers of the tax changes through its website and by email to tour operators.

THE LEVEL OF DIVERS

Marine Parks Cruises

- Level 2 or AOWD diver with a minimum of 50 dives is required.
- An OWD level with more than 50 dives will be welcome provided that he passes his AOWD at the start of the stay to comply with the local prerogatives required for stays on safari. Experience in technical dives in the current is therefore necessary.

North and South Cruises - Conditions:

- Level 1 or OWD diver with a minimum of 50 dives (2 dives per days no night dive allowed)
- It must be supervised by a divemaster or guide instructor approved by the CDWS with a supplement of € 6 per dive.
- Possibility of passing the AOWD Padi on the boat at the start of the cruise if the level is sufficient.

A diver who does not have the level sufficient for his own safety or that of the group (assessed by one of the guides) may be excluded from certain dives with technical difficulty (without compensation) or he will be subject to adequate supervision.

Any modification to the itineraries as well as the number of additional dives to the package depends on the wishes of the passengers, the weather conditions, local regulations and subject to the appreciation of the main on-board instructor and the captain.

LEGISLATION DIVE IN EGYPT

Egyptian law limits the deep to 30 meters and within the safety curve (diving without decompression stop) with a possible extension to 40 m under certain conditions (for deep diver or tech diver).

Mandatory: It will be asked by the guide for each diver to prove a state of health sufficient for the practice of diving. Each diver must also present on the boat upon arrival:

- A medical certificate of less than 1 year authorizing the practice of diving (failing this, the offender must complete a PADI document on which he must guarantee his good health).
- A diving logbook (or proof of the number of dives)
- A level or diploma card.
- An insurance certificate for the current year. (failing this, box insurance will be offered on board).

SAFETY RECOMMENDATIONS AND ADVICE FOR PASSENGERS AND NON-DIVERS

Activities for non-divers participating in diving cruises and snorkeling trips such as baptisms, courses, snorkeling (PMT), or island tours and other activities will be subject to the availability of guides, logistical constraints as well as " diving activities (priority activity).

Participants in swimming, snorkeling or baptism diving activities must ensure that they are in good physical condition and able to participate in aquatic and swimming activities.

If necessary (if the technical level is insufficient), supervisors can impose supervision, specific training in snorkeling and / or wearing a snorkeling vest or shorty to guarantee sécurité des participants (l'âge minimum de 8 ans est conseillé). Pour les mêmes raisons, les guides à bord peuvent interdire certaines activités jugées trop difficiles (Sans indemnité).

La mise à l'eau, la randonnée palmée, la sortie en mer (type natation)) en dehors des horaires de surveillance ou des recommandations de notre encadrement est de la responsabilité de ces participants.



A pharmacy is available on board the boats. However, passengers are strongly advised to take with them a small personal pharmacy, and useful medicines as well as sunscreen.

In the event of damage, the priority remains passenger safety. The captain in agreement with the instructors will make the best decision to guarantee safety on board, even if all or part of the cruise should be canceled.

REFUNDS

No refund will be granted on a cruise service in case:

- a customer would be disrespectful towards other divers or the crew
- a diver would behave dangerously to himself or to other divers.
- a diver would not carry out all the proposed dives, either by himself or following a temporary diving ban issued by the instructor responsible for the boat, following an intentional overstepping by the client of the depth limits imposed by legislation and / or its own prerogatives.
- the proposed circuit would be modified following:
 - weather conditions
 - emergency situations (evacuation of an accident victim etc.)
 - situation that could jeopardize the safety of the boat and its occupants
 - measures of the Egyptian administration.

Customers are personally responsible for all of their affairs. The deterioration, loss or forgetting of their personal belongings due to negligence cannot give rise to any recourse against Aquarius safari.

EQUIPMENT RENTAL

Liability for loss or damage to the rented item. Rental equipment is the responsibility of the borrower.

All missing or damaged equipment will be invoiced at 70% of new equipment imported into Egypt or see, depending on the age of the equipment: Regulator first stage: 112 €; Octopus: € 53; Pressure gauge: € 56; Stabilizing jacket: € 250; 5 mm combination: 80 €; Belt: € 10, Mask € 25; Fins € 50; Computer: € 250; Leads € 3 / kg; O2 analyzer: 150 €