

TERMS AND CONDITIONS

These booking conditions form the basis of your contract with Seafari. By making a reservation, you confirm that you have read and accepted the following conditions on behalf of all persons listed in the booking.

These conditions apply to all travel arrangements made with Seafari unless otherwise stated in writing.

By making a booking, the lead passenger listed on the reservation confirms on behalf of all participants that: They have read and agree to these Terms and Conditions and are authorized to commit all participants to these terms.

They consent to the use of their personal data in accordance with our Privacy Policy and are authorized to share the personal information of all persons listed in the booking, including sensitive data where applicable (such as health conditions, disabilities, dietary requirements).

They are over 18 years of age and, when booking services subject to age restrictions, confirm that all group members meet the required minimum age.

They accept financial responsibility for all payments related to the booking.

They agree to receive, on behalf of all participants, all communications and notices from Seafari or its representatives.

1. Purpose and Identification of Seafari Companies

These General Terms and Conditions of Sale (hereafter «Terms») apply to all liveaboard diving cruises operated under the Seafari brand, unless otherwise specified.

Seafari is a trademark operated by three legally independent companies, each responsible for marketing and delivering cruises in its respective geographical area:

SEAFARI MALDIVES – 1st floor, H. Hulhugali, Kalhuhuraa Magu, Malé, Republic of Maldives

SEAFARI EGYPT – Villa 232 Hadaba, behind Elysées Hotel, Hurghada, Red Sea, Egypt – RC 8688 – E1X1X1

SEAFARI EXPEDITIONS (BAHAMAS) – DSO-IFZA, IFZA Properties, Dubai Silicon Oasis, United Arab Emirates

Each booking is concluded directly with the operating company corresponding to the chosen destination.

The identity of this company will be specified on the booking confirmation and invoice.

These Terms form a common legal framework applicable to the three destinations (Bahamas, Egypt, Maldives).

Specific provisions may be added depending on local regulations, such as administrative formalities, taxes, diving regulations, or safety rules.

The single point of contact for all inquiries, bookings, or complaints is:

- info@seafari-diving.com

Any dispute relating to a booking or the execution of a contract will fall under the jurisdiction of the country of the operating company specified on the invoice.

2. Acceptance of Conditions

By making a booking, the lead passenger confirms that they:

- Have read and accepted these General Terms and Conditions.
- re authorized to make the booking on behalf of all listed participants.
- Will share all relevant information with all participants.
- Consent to the use of their personal data for booking management purposes.

3. Booking and Payment

PAYMENT TERMS

Unless otherwise agreed in writing, the following payment schedule applies:

More than twelve (12) months before the departure date: 5% deposit of the total amount.

Between twelve (12) and two (2) months before departure: 30% deposit of the total amount.

Less than two (2) months before departure: 100% payment of the total amount due.

BOOKING CONFIRMATION

A booking is considered confirmed when Seafari has received the deposit stated on the issued invoice. This invoice details the purchased services and payment terms.

The remaining balance must be paid no later than two (2) months before the cruise departure date. If any detail on your confirmation appears incorrect, you must notify us within seven (7) days. After this period, changes may be limited and subject to Section 9.

All payments for Seafari Maldives and Seafari Bahamas are processed in U.S. Dollars (USD).

Payments made in another currency will be converted into USD based on the exchange rate at the date of the initial invoice issuance.

This fixed rate will apply to both the deposit and the balance, with no adjustments for later currency fluctuations. Failure to comply with payment deadlines may result in cancellation by Seafari, with the deposit retained as cancellation fees.

PROMOTIONS AND SPECIAL OFFERS

Rates applicable to a booking are those in effect on the confirmation date and listed on the invoice.

Promotions, discounts, or "last-minute" offers introduced after your booking cannot be applied retroactively.

Clients who booked at full price are not entitled to refunds or compensation due to later promotions.

4. Services included

EGYPT

The cruise service begins with dinner on the evening before the boat departure day with check-in from 6 PM and ends the day after returning to the marina with breakfast on the 7th day with check-out around 8 AM.

Costs incurred by a morning arrival the day before boat departure and/or a late return after boat check-out will be at the client's expense. (Day use, meals, hotel night, beach access, etc.).

A late arrival during the night preceding departure, due to flight schedule or flight delay, does not entitle to compensation for lost services (e.g.: 1st Saturday evening meal).

1 week cruise:

- Round-trip transfers between the boat and airport, 6 days of cruise with full board and 7 nights aboard in shared double cabin.
- Full board starting the evening before boat departure with dinner and ending after the last night (7th) on the boat with breakfast only.
- Seafari reserves the right to accommodate clients in a *** hotel in HB shared room at no extra charge (except if single requested) for this 7th night depending on the boat's schedule and clients' return times. 2 to 3 dives per day on average including night dives with provision of 12-liter aluminum tanks 1 outlet (DIN/yoke) and weights.
- Minimum 16 dives guaranteed per week.
- All additional day or night dives are free.
- Government taxes and site protection included.
- Environmental tax included. Non-alcoholic beverages included in rates: Water, cola, coffee, tea, canned juices unlimited on the boat throughout the cruise duration.

2 weeks cruise:

- Round-trip transfers between the boat and airport, 13 days of cruise with full board and 14 nights aboard in shared double cabin.

Seafari reserves the right to accommodate clients in a *** hotel in HB shared room at no extra charge (except if single requested) for the 1st and/or last night depending on its schedule and clients' return times. 2 to 3 dives per day on average including night dives with provision of 12-liter aluminum tanks 1 outlet (DIN/yoke) and weights.

- Minimum 16 dives guaranteed per week.
- All additional day or night dives are free.
- Government taxes and site protection included.
- Environmental tax.
- Non-alcoholic beverages included in rates: Water, cola, coffee, tea, canned juices unlimited on the boat throughout the cruise duration. CONSECUTIVE CRUISES: During a two-week stay comprising 2 different circuits,

Seafari covers any transfers as well as lunch on the 7th day between the 2 cruises. NOTE: our rates may be subject to modification during the year following fuel and/or government tax increases.

SUPPLEMENTS:

Single cabin: add 70% to the basic individual rate.

Main or upper deck (High comfort boat only): €50 per person per week.

MALDIVES

Important: The cruise service begins with airport reception on the arrival day and ends with the airport transfer on the scheduled check-out day. Check-in on the first day from 11:00 AM, check-out on the last day at 7:30 AM. The diving package begins with the first adaptation dive and according to the circuit planning.

• **7 night cruise:** Round-trip transfers between the boat and airport, 6 days of cruise with full board (includes tea, coffee, bottled water) and 7 nights aboard in shared double cabin (single supplement possible). Last night (7th) on the boat with breakfast only, crew tips. 16-dive package (includes night diving depending on circuits), 12-liter (80 cf) aluminum tanks 1 outlet (DIN/yoke) and weights. Note: Additional dives: 40 USD/dive (day or night).

• **10 night cruise:** Round-trip transfers between the boat and airport, 9 days of cruise with full board (includes tea, coffee, bottled water) and 10 nights aboard in shared double cabin (single supplement possible). Last night (10th) on the boat with breakfast only, crew tips. 23-dive package (includes 1 to 2 night dives depending on circuits), 12-liter (80 cf) aluminum tanks 1 outlet (DIN/yoke) and weights. Note: Additional dives: 40 USD/dive (day or night).

• **14 night cruise:** Round-trip transfers between the boat and airport, 13 days of cruise with full board (includes tea, coffee, bottled water) and 14 nights aboard in shared double cabin (single supplement possible). Last night (14th) on the boat with breakfast only, crew tips. 32-dive package (includes 2 to 3 night dives depending on circuits), 12-liter (80 cf) aluminum tanks 1 outlet (DIN/yoke) and weights. Note: Additional dives 40 USD/dive (day or night).

Important note: Seafari reserves the right to accommodate passengers in a 2** hotel in HB shared room at no extra charge (except if single requested) for the first and/or last night depending on scheduling and passengers' arrival or departure days.

BAHAMAS

- Day pass at Grand Lucayan upon arrival
- Transfer to airport or Grand Lucayan after the cruise
- Diving, 12L/AL80 tank, weights, belt
- Beach BBQ (weather and conditions permitting)
- Full board
- Tea, coffee, non-alcoholic beverages, sodas

ALL DESTINATIONS**Nitrox 32%:**

Nitrox 32% filling for 12L or 15L tanks is offered free of charge or with a supplement depending on the booked boat. Available subject to demand on board. For technical and logistical reasons, Seafari cannot guarantee all dives of the stay with Nitrox for each passenger nor the accuracy of the mix. A mix below 30% EAN or the non-delivery of the Nitrox service cannot give rise to complaint or refund. The service is not contractual. Nitrox (32%) is offered on most of our boats in Egypt, but the non-delivery of the NITROX service, for technical reasons (breakdowns, etc.) during the cruise, cannot give rise to compensation.

Training: Nitrox, Advanced, specialties: drift, buoyancy control... on request and subject to availability.

Diving equipment rental:

ALL DESTINATIONS: Regulator, BCD, shorty, 3mm wetsuit, dive computer, torch, SMB and fins. Payment on site. Please consult the price list.

Note: Pre-booking essential by email or on our online schedule specifying size for wetsuit, BCD and fins.

5. Services excluded

EGYPT

- Visa and airport assistance (approximately €35 per person, to be paid upon arrival).
- Alcoholic beverages: consumption is strictly prohibited during the day between dives but allowed in the evening with moderation.
- Optional hyperbaric chamber insurance (approximately €8).
- Crew gratuities (recommended amount: €60 to €70 per person per week).
- Rental of diving equipment: approximately €140 per week for full equipment.
- Rental of 15L tanks: approximately €40 per week.
- Courses, special excursions, additional nights, and extras not expressly listed in "Included Services".

MALDIVES

- Mandatory service charge, payable on board:
\$100 for 7-night cruises / \$150 for 10-night cruises / \$200 for 14-night cruises.
- Government Green Tax: \$12 per passenger per night.
- Alcoholic beverages, soft drinks (except bottled water, tea, and coffee during meals).
- Diving insurance (mandatory, may be purchased on board).
- Extras such as courses, optional excursions, additional dives, and equipment rental are subject to a 10% service charge.
- Transfers by domestic flight when necessary (e.g., to join a cruise in the south of the Maldives).

BAHAMAS

- International flights, marine park entry fees, crew gratuities, rental of diving equipment, alcoholic beverages, and personal expenses.
- Marine Park Entry Fees (subject to change):
 - 5 nights: \$130 per person
 - 7 nights: \$155 per person
 - 10 nights: \$205 per person
 - 14 nights: \$255 per person

6. Airport reception and transfers to the boat

EGYPT

Upon arrival, clients are transferred to the boat by road in car or bus. Two group transfers are included in the cruise price:

Transfer on arrival: Airport/Boat or Hotel/Boat (for all hotels located on the Airport/Boat route).

Transfer on return: Boat/Airport or Boat/Hotel (for all hotels located on the Boat/Airport route).

On arrival or return, the group bus may make several stops to pick up or drop off SEAFARI clients going to our boats, their hotel, the airport or the Seafari villa (return only).

For long journeys (Marsa Ghaleb 200 km), clients may have to wait for the arrival of other participants in order to group transfers together. The possible waiting conditions will be as follows:

- Wait at the airport in our bus if waiting time is approximately 1 hour or less.
- Wait at the Seafari villa in downtown Hurghada with air-conditioned lounge, WiFi, a small outdoor terrace for smokers, toilets available. Water, tea, coffee at discretion. Nearby: shopping, bars and restaurants, beach and promenade if waiting time exceeds 1 hour.

Private transfers: if the client does not wish to wait for the group transfer, we can organize a private transfer on request for outbound and/or return. Contact us for booking and rates.

Note: All our buses are recent and air-conditioned and for our «long» journeys; snacks, mineral water and canned fruit juices are offered to clients on board the bus during the outbound transfer. For the return, no snacks or water provided in the bus but clients can request them on the boat before disembarkation. Depending on return flight times, clients will be taken either directly to the airport or dropped off in transit at our villa in downtown Hurghada.

In case of night departure or 8th night, they will be offered, at their expense, a room with or without meals. For daytime waiting, a «Day use» in a hotel with beach and pool is possible from 9 AM to 6 PM. (Subject to availability and at client's expense).

Marsa Alam region: Booking a «day use» in a hotel (use of hotel facilities; beach and pool, bath towel...) is strongly recommended in the following cases:

1- Morning arrival on the first day (Check-in on the boat from 6 PM.)

2- Late return flight on the last day (Check-out from the boat at 8 AM.)

This additional service is at the client's expense.

Indicative transfer duration between airport and departure ports:

Hurghada airport/Hurghada marina: 20 minutes (North, Brothers, or Marine Park 2 weeks)

Hurghada airport/Marsa Ghaleb marina: 3h (Marine Park 2 weeks, Brothers, Deadalus and Zabargad, St John's, Fury Shoal, South and Dolphins)

Marsa Alam airport/Marsa Ghaleb marina: 15 minutes

MALDIVES

On arrival and departure, passengers are transferred by Dhoni (traditional Maldivian boat) for cruises departing from Malé and by plane or speed boat (with supplement) for cruises departing from other atolls.

If necessary and depending on arrival or return flight days and times, passengers will be offered an additional night, **at their expense**, on double room breakfast basis. For daytime waiting on the first or last day, the Hulhulé Island hotel with baggage storage, shower, bar and pool offers day use packages without room between 70 and 80 USD. Non-contractual rates to be paid on site by the passenger, subject to availability, cannot be booked and paid in advance, day use is not covered by Seafari.

In case of transfer by domestic flights:

Clients arriving with a connection on domestic flight will not be met by a Seafari representative but will receive, before departure, the domestic flight ticket and a detailed explanatory guide for transit in Malé.

SEAFARI airport reception being at the final airport, clients in transit in Malé must reach the «domestic flights» area near the exit of the international arrivals hall (about 200 m) on their own after baggage collection and customs clearance. An information counter is available in the airport arrivals hall and a practical guide will be sent to them before departure by Seafari or their agency.

Note: domestic flight schedules may be modified without notice by the airline.

The recommended checked baggage weight is limited to 20 Kg (specify diver at check-in) + 5 Kg hand luggage. The excess baggage price is \$3/kg/flight (non-contractual rates). Keep your boarding pass or copy of your ticket to justify checked baggage weight.

In case of airport waiting between international flight and local flight (both outbound and return): day use, meals, drinks and visits are at clients' expense.

BAHAMAS

Embarkation: all cruises begin on arrival day at 5:00 PM. Passengers are invited to go directly to the Grand Lucaya Resort, where a Day Pass will be offered as part of the cruise package. Clients must wait at the resort until 5:00 PM, when the Seafari crew will take them for a water taxi transfer to the ship moored at Grand Bahama Yacht Club.

Disembarkation: on departure day, disembarkation is scheduled at 8:00 AM. A bus service will be organized for passenger transfer to the airport. For passengers extending their stay in Grand Bahama, a water taxi transfer to Grand Lucayan Resort can be arranged.

Special pre/post-cruise offer: Seafari offers preferential accommodation conditions at Grand Lucayan Resort for stays before or after the cruise. These bookings can be made through us or directly by the client, using the exclusive promotional code provided in the rate schedule.

7. Recommendations and safety advice for divers Réessayer

EGYPT

Egyptian legislation limits depth to 40 meters for recreational diving.

- Dive computer or depth gauge + watch are mandatory for all - Safety stop buoy mandatory for all, except for supervised N1 (but recommended).
- Strobe light and/or portable mirror mandatory (an old CD will do) for Marine Park circuits (e.g.: Brothers, Deadalus, Zabargad and Rocky)
- All itineraries may be modified depending on weather conditions and Egyptian authorities.
- Medical certificate less than one year old authorizing scuba diving practice or PADI waiver (available on board).
- Proof of diving level and dive logbook mandatory.

Seafari instructors, responsible on board the boat, reserve the right to prohibit certain dives deemed too technical for clients whose level of comfort and control would not be in accordance with their safety and that of others.

MALDIVES

Maldivian legislation limits depth to 30 meters for recreational diving. Mandatory:

- Safety stop buoy and whistle for each diver (rental pre-booking required).
- Dive computer (rental pre-booking required).
- Medical certificate in case of contraindication to scuba diving practice.
- Proof of diving level and dive logbook.
- Insurance covering water activities and specifically scuba diving (can be purchased on board for the duration of the stay). Recommended:
- Strobe light and portable mirror.
- Dive torch.

Alcohol consumption is prohibited during the day between dives but authorized in the evening in moderation. Important note: importing alcohol is strictly prohibited in the Republic of Maldives (all luggage is scanned on arrival).

BAHAMAS

Maximum depth: 40 meters (130 ft) subject to certification and instructor decision. Medical certificate in case of contraindication to scuba diving practice. Local conditions: drift diving, currents, frequent open water entries. Surface signaling buoy mandatory. Recommended equipment: dive torch for night dives or reduced visibility, signaling mirror, spool/reel.

Seafari declines all responsibility in case of non-compliance with these rules on all destinations.

8. Minimum diving levels required by circuit

EGYPT

FURY SHOAL:

Non divers, beginners, N1, Open Water, CMAS 1* or equivalent level with mandatory supervision.

Some dives may be prohibited for N1 dives by Seafari monitor judgment. Possibility to attend training on board for beginners.

NORTH:

N1, Open Water, CMAS 1* or equivalent level with 15/20 dives with mandatory supervision. Some dives may be prohibited to N1 divers by Seafari monitor judgment.

St. JOHN'S, SOUTH and BEST OF TIRAN:

N2, Advanced, CMAS 2* or equivalent level, still it's possible for N1, Open Water, CMAS 1* or equivalent with 20/30 dives with mandatory supervision.

BROTHERS, DEADALUS, ZABARGAD, TOP 10 WRECKS AND MARINE PARK SIMPLY THE BEST:

N2, Advanced, CMAS 2* or equivalent with minimum 50 dives.

MALDIVES - BAHAMAS

N2, Advanced, CMAS 2 or equivalent with 50 logged dives and in compliance with prerogatives.

Seafari supervision may be imposed, by decision of the onboard instructors, on any diver whose technical level would not be in relation to their safety. For the same reasons, Seafari instructors may prohibit certain dives deemed too difficult (without compensation).

9. Accuracy of advertising information

We aim for accuracy in all our promotional materials, prices, availability and service descriptions. However, changes may occur. We reserve the right to correct errors or revise advertised details at any time.

Marine life observations and environmental conditions (e.g.: water temperature) cannot be guaranteed. The presence of Nitrox on board is also not guaranteed and may vary according to the vessel, itinerary or immediate availability.

10. Insurance requirements

Travel insurance is mandatory. Your policy must include:

- Diving insurance: Covering hyperbaric chamber treatments, air evacuation and equipment loss/damage. • Coverage up to 40 meters depth is recommended.
- Evacuation insurance: Covering medical evacuation and associated costs.

Travel insurance: Covering cancellation, medical expenses, repatriation and civil liability.

We need your insurer's name and policy number within 14 days of booking or 3 days before departure for late bookings. If you do not provide this information, we reserve the right to cancel your booking and refund all amounts paid.

If you travel without sufficient insurance at your own risk, Seafari is not responsible for losses that should have been covered by your policy.

11. Health and participation

All activities depend on your physical and medical fitness. A full medical check-up before travelling is strongly recommended.

If you are **28 weeks pregnant or more** at the time of departure, you must present a valid medical certificate proving your fitness to travel.

Participants in scuba diving must complete a health questionnaire on site. A local medical examination may be required if there are any concerns. If you have a valid medical certificate for diving, please bring a copy with you.

We reserve the right to restrict participation if we deem you unfit for the planned activities.

12. Travel documents

You are responsible for ensuring that all your travel documents (passports, visas, vaccination certificates) are valid and meet the requirements of the countries you are visiting. No refunds will be given to passengers who are denied boarding or entry due to incomplete or incorrect documentation.

13. Itinerary flexibility

Our itineraries are subject to change based on weather conditions, safety, local regulations and operational requirements. The cruise director or captain has final authority over any schedule changes.

14. Changes initiated by the customer

Any changes requested after confirmation of the booking are subject to availability and may incur additional charges. Changes requested more than seven (7) days after confirmation are subject to this clause.

15. Cancellations by the customer

Cancellations must be submitted in writing.

The cancellation policy in effect at the time of booking applies, including the loss of deposits or additional cancellation fees depending on the notice period.

Conditions from 29/4/2025 onwards:

- More than twelve (12) months before the departure date: 5% of the total amount.
- Between twelve (12) and six (6) months before departure: 15% of the total amount.

- Between six (6) and two (2) months before departure: 30% of the total amount.
- Less than two (2) months before departure: 100% of the total amount. Insurance premiums and any modification fees are never refundable.

16. Cancellations by Seafari

We reserve the right to cancel your booking due to unforeseen circumstances, including insufficient occupancy, force majeure, or operational or administrative constraints. In such cases, we will offer an alternative or a full refund without compensation. In the event of cancellation of a departure by Seafari, the refund of sums paid will be as follows:

- More than two (2) months before the departure date: full refund (100%) of sums paid.
- Less than two (2) months before the departure date: full refund (100%) of the sums paid, plus compensation of 10% calculated on the price of the holiday.

However, Seafari shall not be liable for additional compensation in the event of cancellation resulting from exceptional and unavoidable circumstances (force majeure).

The minimum number of participants required to guarantee the departure of a cruise depends on the total capacity of the boat and is as follows:

Boat with a capacity of 20 seats: minimum of 12 people

Boat with a capacity of 22 seats: minimum of 13 people

Boat with a capacity of 24 seats: minimum of 14 people

Boat with a capacity of 26 seats: minimum of 16 people

Seafari reserves the right to cancel a cruise one month before the departure date without compensation if the minimum number of passengers required is not reached, unless the cruise is already confirmed on our online schedule.

Note: Special cases will be considered on a case-by-case basis. We reserve the right to refuse a customer if their boarding time on the boat, due to problems beyond Seafari's control (significant flight delays, etc.), is after 10 a.m. on the day of departure in order to avoid conflicts with the Egyptian coast guard and complaints from other customers already on board. Late customers will then be redirected, depending on availability, to another cruise or a hotel stay with a day diving programme (subject to availability).

The costs incurred by this change of boat or stay will be borne by the customer. In the event of a natural disaster or pandemic preventing a participant from joining a cruise, a postponement at no extra cost to a later date of their choice will be applied.

17. Force majeure

We are not responsible for events beyond our control that prevent us from fulfilling your booking. This includes natural disasters, pandemics, political instability or technical issues.

18. Behaviour on board, alcohol and drug consumption

Customers must comply with safety regulations and respect other passengers and crew members. Disruptive or dangerous behaviour may result in termination of services without refund. Scuba diving is an activity that requires optimal alertness and physical condition. As such, international safety regulations strictly prohibit diving under the influence of alcohol, drugs or any substance that impairs alertness. The following provisions apply to all our diving cruises:

- It is strictly forbidden to consume alcohol before any dive.
- No alcohol consumption is permitted during the lunch break.
- Any consumption of alcohol or drugs before or between dives will automatically result in exclusion from the remaining dives of the day.
- The crew and/or cruise management reserve the right, at their sole discretion, to exclude from any dive any passenger whose ability is deemed to be impaired by alcohol or substance consumption, for their own safety and that of other divers.

Seafari accepts no responsibility for any incident, accident or damage resulting from a breach of these rules by the customer.

19. Use of equipment

When diving or recreational equipment is provided, you are responsible for its proper use. Any loss or damage due to negligence will result in replacement or repair costs.

20. Responsibility

Seafari is not liable for any loss, damage or injury, except in cases of proven negligence. We are also not liable for the actions of third-party service providers.

21. Environmental responsibility

Customers are required to follow marine conservation guidelines. Deliberate damage to marine life or coral reefs will not be tolerated and may result in exclusion from the trip.

22. Children

Children under the age of eighteen (18) must not be left unattended on board or in the water. Parents and guardians are responsible for supervising children under the age of eighteen (18). A parent or guardian must supervise children during dives. This may mean that parents or guardians will not be able to dive together. Customers are advised not to bring children under the age of ten (10) on a liveaboard safari due to the environment and nature of the trip.

23. Shared accommodation and single supplements

If you are travelling alone, you may be paired with another guest of the same gender in a shared room, unless a single supplement is paid for a private cabin.

24. Complaints procedure

If you are dissatisfied during your trip, please inform the cruise director immediately so that the issue can be resolved. If the issue persists, please contact our customer service department in writing within 28 days of your return.

25. Special requests

We will endeavour to accommodate dietary requirements and special requests, but these must be communicated in advance and cannot be guaranteed.

26. Applicable law

Any dispute relating to a booking or the performance of a contract shall be subject to the jurisdiction of the competent court in the country of the operating company mentioned on the invoice.

