

Terms & Conditions COLONA DIVERS Valid from 2023-04-01

Colona is an Egyptian company and comes under the Egyptian law.

By making a booking the first name on the booking agrees on behalf of all persons on the booking:

- he/she has read these Booking Terms & Conditions and does agree to them;
- he/she is over 18 years of age and where placing a booking for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- he/she accepts financial responsibility for payment of the booking on behalf of all persons on the booking;
- he/she accepts communications, correspondence and notices issued by us on behalf of all persons mentioned on the booking.

Payments and deposit

Daily activities.

A booking is not confirmed until we receive deposit payment of 25%. The deposit is nonrefundable.

Courses

A course booking is not confirmed until we receive deposit payment of 25% of the course cost and the cost for the course material. The outstanding amount can be paid in resort or in advanced prior arrival. The deposit is nonrefundable.

For PADI Divemaster Course, a full payment is required on booking. For PADI IDC, 200 € deposit is required on booking.

Liveaboard.

A booking is not confirmed until we receive deposit payment of 25%. The deposit is nonrefundable. Final payment needs to be paid no later than 8 weeks prior departure.

Special trips e.g. Abu Nuhas, Salem Express requires full pre-payment and a minimum of 10 divers. If there will be a low booking number we reserve us to change dive site to a dive site closer to Hurghada (daily diving trip). In unlikely of these events the extra supplement fee for the special trip will be refunded to you.



Cancellations and changing your booking and no-show

If you are not able to attend to your booked daily activity or course, we cannot refund you, but you can change date of the activity to any date within the next 12 months free of charge, under the condition that you inform us in written minimum 3 days prior to your booking for daily activities, and minimum 7 prior to your course. If cancellation is made less than 3 days in advance for daily activity and less than 7 days for courses, you will lose your deposit payment. Extending the length of a deposit or payment can be arranged, at the discretion of Colona Divers, before the end of the 12 months from the original booking by contacting the office.

Failure to turn up for any pre-booked course outside the required notice period for that course, will result in lost deposit due as we will not be able to fill this now lost space at short notice. Where full payment has already been made, no refunds will be given. Additional charges will be made for courses to be rescheduled.

Failure to turn up on time, or at all, for single components of a course without 7 days prior notification (i.e. – a pool session or an open water session) resulting in a requirement to reschedule will result in additional charges for staff time, pool time where applicable, any open water site entrance fees and transport charges. If you are not able or willing to pay additional fees, where applicable a PADI Referral document will be issued to confirm completion of all modules to date. This will hold good for a period of 12 months for you to continue your course with another dive school if you wish.

Failure to complete the full course requirements for any reason caused by the student, will result in loss and additional charges being made to complete the course at a later stage. This includes not being able to demonstrate competence to meet the performance requirements as laid down by the PADI Course Standards. These charges will be for staff time, any entrance fees, equipment and material requirements, surface cover time, vehicle and transport charges etc. If you are not willing to pay additional fees to complete your course, a referral document will be issued to you which will hold good for a period of 12 months from the date of last portion of the course completed.

If you are unable to attend a course, or part of a course and provide more than 7 days notice, we will always endeavour to reschedule your course to another date that is suitable to you without extra charges. We do not provide any refunds. Any part payments made for courses will remain in credit on said account for up to 12 months from booking date.

In the event that a situation arises, and Colona Divers are unable to deliver your course on prearranged dates, we will endeavour to give you as much notice as possible and will re-schedule your course. Colona Divers reserve the right to cancel courses if PADI Professionals are not fit to dive or if weather conditions render student diving unsafe. Risk assessment controls will determine conditions to dive.

Colona Divers reserves the right to vary or cancel at their discretion a course or its content where the circumstances or weather necessitate it.

Reschedule request of course received from students, less than 7 days before a course start date, will not be refunded. Alternatively, for a fee of 50 € the course can be rescheduled to an alternative date. This includes courses partly completed.

<u>Refunds</u>: No refunds of any monies paid will be given if cancellation is less than 7 days prior to a course start date (regardless of medical conditions).



<u>Refunds</u>: If you develop a medical condition after you book your course and do not notify us less than 21 days prior to the start of the course then no refund will be given.

<u>Refunds</u>: If you develop a medical condition after you book your course and notify us less than 22 days or more prior to the start of the course then 50% refund will be given.

Refunds; If you book a course with a known medical condition, but fail to notify Colona Divers when completing the medical form, no refunds will be given regardless of cancellation notification.

Cancellation due to other travel agents' cancellations (e.g. flight cancellation) is not refundable. If you contact us before 24 h regarding re-scheduling your activity due to other travel cancellations we will change your booking free of charge to any date within the next 12 months if you provide us with a proof of cancellation from the other travel agent within 5 days after the reschedule request.

Qualified divers

When you check in you will be required to present your diving certification card/cards and a logbook to prove your diving certification and experience.

Guests are responsible for not exceeding their diving qualification limit and follow the dive computer guidelines. All divers must have a dive computer. During a course does not exceed the limits given by the instructor.

Snorkelers and Non-diving guests

Snorkellers and non-diving guests and guests taking part in other water-based activities such as swimming or snorkelling, are made at your own risk. When leaving the boat to participate in any water-based activity, please ensure that you have informed a member of staff so that they can monitor the conditions and that they are aware that you are no longer on the boat.

Medical Declarations

All divers participating in diving or courses must fill in PADI Diver Medical Declaration form. If you have a diving medical certificate, you should provide us with a copy of it on arrival.

All students participating in a diver training programme are required to complete mandatory course documentation in an honest and reliable manner. Any known medical conditions must be declared and notified to **Colona Divers**, prior to the start of any water-based dive course. Failure to declare medical conditions in accordance with the <u>Medical Declaration form</u>, which then later becomes known, will result in student suspension from the course until a satisfactory medical certificate has been gained. In the event a medical certificate cannot be granted, course fees will not be refunded.

Insurance

All divers must have a valid diving insurance and be able to provide Colona Divers with insurance company details and insurance number.



Dive sites

All dive sites are subject to unpredictable changes such as e.g. weather conditions and changes in local government approval. The captain and the dive guide have the final decision of dive site to ensure safe diving and snorkelling for the guests, staff and boat.

Course Certification

For Colona Divers to be able to issue Course Certification, we require a photo head shot of the student. Colona Divers requires to receive this photo within 7 days of completion of the Course. In case Colona Divers receives the photo after the required date, an additional fee of $20 \notin$ will be charged for incurred admin cost.

Loss & damages to equipment

Lost or damaged of equipment, other than wear and tear, caused by a student will require full repair payment by the student who utilised that equipment.

Divers who rent Colona Divers equipment need to check their equipment before use (at pick-up time). Any loss or damage to hired equipment during the hired time, will require full repair or replacement payment by the student.

Children under 18 years old

Guardians are responsible for their children. Children must be supervised on the boat. For example, if both parents are divers one must be present at all times, unless they have a guardian to supervise whilst they are diving. They cannot expect the crew of the boat or the diving staff to supervise.

Children younger than 13 years old taking part in a course have to be accompanied by a parent or guardian at the dive centre, boat, poolside, beach and on the boat when the student is in the water.

Children younger than 16 years old taking part in diving or snorkelling activity have to be supervised by a parent or guardian.

Personal Details

We are required to hold your personal details for a period of 7 years as required by PADI International Limited. We will at all times, treat your details with respect and will not share them with any other company whatsoever.