

TERMS & CONDITIONS



These Booking Conditions, together with our Privacy Policy, form the basis of your contract with Third Impact Diving Expeditions Limited, company registration number 11394414 (United Kingdom), trading as **Arora Maldives** ("we", "us", "our", "Arora Maldives").

BOOKING POLICY

Reservations: To confirm your booking with Arora Maldives you must supply the required information for each guest is as follows:

- full name according to passport
- nationality, passport number and expiry date
- dive certificates level and number of dives
- flight details - if the night before the cruise is spent in a resort, advise resort and transfer arrival time for airport meeting
- dive gear for rent (items and sizes if any) this must be completed or amended before arrival to the vessel
- dietary requirements, including allergies, if any
- medical conditions, if any

Deposits and payments: If a booking is made more than 60 days prior to your service start date, then a 20% deposit is due within 7 working days of a provisional reservation. Final or full payment is due 60 days prior to your service start date. A booking is not confirmed until the deposit has been received by Arora Maldives and the company reserves the right to cancel a booking if final payment is delayed. For group bookings of 6 or more, an additional 25% deposit is payable 180 days before departure.

Additional charges: A green tax of 6 USD per day per person will be calculated during check out and required in cash (USD) onboard. Any equipment rental, special tank requests, shop purchases, course materials & certification fees are paid locally and are subject to local taxes. All local taxes, park and port fees are included in your liveaboard price.

Surcharges: Arora Maldives reserve the right to apply an appropriate surcharge to its prices should economic changes (such as exchange rates, fuel prices, etc) make a material difference to its pricing structure. - A minimum of 14 days' notice will be given before such a surcharge becomes effective. - No surcharge will be applied within 28 days of departure. - If the surcharge results in an increase of 10% or more to the price of the liveaboard, then cancellation with a full refund will be allowed. Notification of the intention to cancel must be made in writing within 14 days of the notification or the surcharge.

CANCELLATION POLICY

Amendments or cancellations: Amendments or cancellations of confirmed bookings should be emailed directly at the earliest opportunity to info@aroramaldives.com. When this has been processed, you will receive a response within 24 hours, if this is not received, please resend your email. Cancellation of any special tanks or equipment sourced by Arora Maldives from a third party (i.e. Technical) must be received no later than 48 hours prior to your arrival. Failure to do so will incur a charge of 50% of the total rental cost.

If you cancel:

- More than 60 days prior to service start date, the cancellation fee charged is equal to the amount of deposit(s) already paid.

- 60 days or less prior to service start date a cancellation fee of 100% is charged. Note: the above percentages are of the total booking value, not on any deposit received. For whole boat charters Arora Maldives understand the changeable nature of group bookings. The Group Leader should keep Arora Maldives informed if it looks unlikely that you will be able to fill the boat and every effort will be made to help you fill the charter.

PASSPORTS AND VISAS

Guests must ensure their travel documents are correct and valid for their entire trip, including any specific entry requirements such as minimum validity periods and blank page counts. Guests are responsible for verifying all travel requirements and documentation with the destination country's embassy or consulate before departure. Please note that entry requirements may vary and change without notice. Arora Maldives is not responsible for cancellation costs resulting from failed or delayed visa applications or insufficient travel documentation or failure to comply with entry requirements.

Travel Restrictions: If your foreign office issues a travel warning and advises against travel to the Maldives, we will hold on account any monies paid to us as credit to use against a future booking. There will be no charge to make this change and if the re-booked trip is at the same service level but costs more at the time you chose to re-book, then the difference (and increase in price) will NOT be requested.

GENERAL TERMS

Boat Changes: In the unlikely event that Arora Maldives changes the boat you have booked for reasons beyond our control we aim to provide a boat of the same standard however in the event this is not possible we will reimburse you the difference in cost. Arora Maldives will aim to provide an option for a new vessel with as similar departure date as possible but expect a difference of approximately +/- 3 days. Arora Maldives will not be responsible for any charges incurred from flight changes, cancellations or rebooking of flights or accommodation planned before or after your initial scheduled trip.

Number of dives required: Arora Maldives advises that all guests joining a liveaboard must be Open Water Diver or equivalent. Currents can be strong; therefore, we recommend that to get the most from our liveaboards you are certified to 30 metres and are comfortable with drift dives, please check each itinerary for further information. The Advanced Open Water Course and/or selected Speciality Courses are offered on board upon request.

Night Dives: Night Diving is not allowed Deep South itineraries in the Maldives.

Safety Equipment: Every diver is required to wear a dive computer and carry a Surface Marker Buoy (with a minimum 5 metres of line to deploy during the safety stop). In the Maldives, divers are also required to carry reef hooks for suggested dives, especially when currents are strong.

Scuba Review: Many agencies recommend a Scuba Review if it has been longer than six months since your last dive. Arora Maldives advises divers to follow the agency recommendation for safety reasons. The Scuba Review should be completed prior to your arrival on board and signed by an instructor in your diving logbook. In the interests of safety, Arora Maldives reserve the right to provide and charge for a Skills Review or Check Dive with an instructor or restrict diving activities if the instructor has any concerns regarding diver safety.

Check Dive: We are aware that even after a period of diving inactivity that you may be an experienced diver, therefore we advise that you complete a Check Dive prior to starting your diving. This allows you to check your buoyancy in an unfamiliar diving environment and acquaint yourself with your equipment. This will be incorporated into your first dive of the liveaboard and includes the following skills:

- Full mask clearing
- Regulator recovery and clear
- Alternate air source use
- Demonstration of neutral buoyancy

Insurance: It is a condition of your contract with Arora Maldives that you purchase comprehensive dive and travel insurance cover specific to your booking. Arora Maldives will not be responsible for any financial loss incurred by issues beyond our control such as, but not limited to; weather, 'Act of God' or changes made by the local authorities. You are responsible to check that these include:

a. Dive Injury Insurance: covering all risks, costs and expenses likely to be incurred as a result of a diving injury, including but not limited to re-compression chamber treatments, air evacuation, and loss or damage to possessions. This insurance should cover all scuba diving or water sports activities that you are likely to undertake during your trip.

b. Medical Evacuation Insurance: covering all risks, costs and expenses likely to arise from a diving or non-diving injury requiring your evacuation to a place of specialist care, including but not limited to low altitude air evacuation; specialist treatment and direct; and indirect losses.

c. Comprehensive Travel Insurance: valid at the time of booking to cover any pre-departure cancellations should you have to cancel your trip for an insured reason such as illness or serious accident, any changes or cancellation to your travel plans, loss or damage to your luggage and contents. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness, diving injuries and medical evacuation. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available. Should diving insurance not be obtained prior to your departure, it can be arranged on arrival. Please contact info@aroramaldives.com for the price list.

Itineraries & Dive Sites: All itineraries and dive sites are subject to various unpredictable changes including weather conditions and changes in local government approval. Whilst Arora Maldives makes every effort, we cannot guarantee diving at specific sites. In adverse weather conditions the guides and captain of the boat will have the final decision about which dive sites to visit to ensure that the guests, staff and boats safety is not compromised in any way. If in the unfortunate event that dives are missed or dive sites are not reached due to weather conditions or other unforeseeable changes, Arora Maldives will not offer a refund or compensation.

Diving for Qualified Divers: Arora Maldives dive guides will provide a detailed and comprehensive dive briefing before you enter the water with your buddy. When the guide is in the water, they will remain with the group to navigate the site and to look out for any interesting marine life to show you. The dive guide will not provide any dive training during the dive and you and your buddy dive together at your own risk. As qualified divers you are responsible for your own and your buddy's safety during the dive and to plan your dive and dive your plan by using either dive tables or a personal dive computer.

You must begin, execute and end the dive with your dive buddy. Non-diving guests and guests taking part in other water-based activities such as but not limited to; swimming, snorkelling, kayaking, stand-up paddle boarding and surfing are done at your own risk. When leaving the boat to take part in any water-based activity please ensure you have informed a member of staff so that they can monitor the conditions and are aware that you are no longer on the boat. Safety equipment is available if you do not have your own.

Children: Children aged 15 years or younger must always be supervised by a parent or designated responsible adult whilst on board an Arora Maldives liveaboard. Children may be accepted on board for a full charter, subject to consent from the group leader. Arora Maldives cannot provide a legal chaperon service.

Alcohol: Please be aware that the risks associated with diving and water activities are increased with the consumption of alcohol or under the influence of a hangover can impair your judgement and when scuba diving can increase the risk of decompression sickness. Please drink responsibly, within your own limits and act with respect for others and your own safety at all times. Arora Maldives reserves the right to refuse entry to the water if they believe you are no longer safely in control of your own actions and safety. If the guides deem that you are unfit to dive you will be asked to sit out the dive. Your safety and well-being are paramount so this request by the dive guides will only be made to avoid accidents.

Guests are strictly prohibited from bringing any alcohol on board. Due to the Maldivian law regarding alcohol, guests are also prohibited from removing alcohol purchased on board the vessel. Arora Maldives reserves the right to refuse the sale of alcoholic beverages to Maldivian guests.

Behaviour: Anti-social or aggressive behaviour will not be tolerated and individuals who cause a disturbance to other guests and to the crew may be removed from the liveaboard.

PR & Marketing Disclaimer: Arora Maldives reserve the right to use any photograph/video taken throughout trips or services organised or provided by Arora Maldives, without the expressed written permission of those included within the photograph/video. Arora Maldives may use the photograph/video in publications or other media material produced, used or contracted by Arora Maldives including but not limited to our publications, on our website, in social media or in any third-party publication. To ensure the privacy of individuals and children, any images or videos taken, or reviews submitted, will not be identified using full names or personal identifying information without written approval. By participating in an Arora Maldives-organised service, or by failing to notify Arora Maldives of your desire to not have your photograph/video used by Emperor Divers, you are agreeing to release, defend, hold harmless and indemnify Arora Maldives from any and all claims involving the use of your picture or likeness. Any person or organisation not affiliated with Arora Maldives may not use, copy, alter or modify Arora Maldives photographs, graphics, videography or other, similar reproductions or recordings without the advance written permission of an authorised designee from Arora Maldives.

FORMS TO COMPLETE

Self-Declaration Medical Form / Doctors Approval

All divers will be required to complete a self-declaration medical form upon arrival onboard Arora Virgo. You can find and view this medical form on our website www.aroramaldives.com or we can email it to you directly. If you are taking part in a PADI course you will also need to sign a PADI Diver Medical. If you have, or think you have, any of the medical conditions listed you will need signed clearance from a doctor valid within 12 months of the end of your liveaboard booking or start of diving course. You must obtain this before arrival to the vessel and bring with you in order to be able to dive with us. Failure to do so will result in you being unable to participate in

any diving activity. No refund or compensation will be offered due to lack of diving medical approval upon arrival. A self-declaration medical form means no **proof** of medical history is required, but be aware that any questions

answered untruthfully which may result in injury or incident during your trip, may not be covered by your dive/travel insurance and is not the liability of Arora Maldives.

Liability Release: All diving guests are required to produce a valid certification/qualification and sign a completed registration form/waiver, including a diver medical prior to the commencing diving activities. Please contact info@aroramaldives.com for a copy.

YOUR CONSENT Your Consent to accept our Terms and Conditions is required to proceed with your booking:

Why do we need your consent to this agreement? You are contracting with us outside of the country where you reside and we are an established Maldivian Company with our management and assets held in the Maldives where we do comply with local laws, regulations and practices over the services we provide you with and these local laws, regulations and practices over the services we provide you with may be different from those where you live.

How will we use your consent to this agreement? When you consent to accept this agreement, we will provide you with our services which are subject to these Terms and Conditions. By proceeding with your booking, you consent to these terms and conditions. You have the right to refuse consent to accept our Terms and Conditions. If you refuse to consent to accept our Terms and Conditions, you should not proceed with your booking.

Should you proceed with your booking but later withdraw your consent to accept our Terms and Conditions. If later, you withdraw your consent to accept our Terms and Conditions the agreement between us will end as your consent and acceptance of our Terms and Conditions are precedent to us providing our services to you and cancellation charges will apply as per these Terms and Conditions