



SPANISH DANCER DIVERS

TERMS & CONDITIONS

CANCELLATION POLICY – LIVEBOARD BOOKINGS

If cancelled:

91 or more days prior to departure	cancellation fee of 20%
90 – 29 days prior to departure	cancellation fee of 33%
28 days or less prior to departure	cancellation fee of 100%

Note: the above percentages are of the total booking cost, not on a deposit received. For groups of 8 or more guests, where a cancellation is made within 120 days of departure, an amount of 3500 Euro (equivalent to the deposit amount) will be forfeited entirely. Where groups of 8 or more guests cancel their reservation up to 28 days prior to departure, the full amount of the total booking cost will be forfeited.

All cancellations must be made in writing to info@SpanishDancerDivers.com.

Spanish Dancer Divers understand the changeable nature of group bookings. If the Group Leader keeps Spanish Dancer Divers informed of changing group numbers, every effort will be made to help fill the group charter if required, however, we reserve the right to cancel a charter due to insufficient passenger numbers. If your foreign office issues a travel warning and advises against travel to a specific destination we will change or cancel your booking free of charge.

CANCELLATION POLICY – DAY DIVING & COURSE BOOKINGS

Once a booking is confirmed, should this be cancelled at any time prior to arrival in resort (for any reason), a refund of 65% can be arranged. The other 35% can be held by us on account, to be used as part-payment for a future booking if made within 1 year. This amount cannot be refunded nor exchanged. If there is no possibility that a future booking will be made within 1 year, this amount will therefore be forfeited.

Any service booked with Spanish Dancer Divers which is cancelled in resort (for any reason) will not be refunded. We can however offer a voucher for the diving/course booked (or the monetary value) to use with Spanish Dancer Divers in the future. This voucher would be applicable for all of our diving resorts and valid for 1 year from the date of the original visit. Any amendments or cancellations of confirmed bookings should be made directly to our reservations department in writing at the earliest opportunity -contact@SpanishDancerDivers.com

For bookings where payment is not made prior to arrival in resort, Spanish Dancer Divers are not able to guarantee course or boat slots and any bookings will therefore be arranged and paid for once in resort at full retail rates plus Tanzanian sales tax.

GENERAL TERMS

Scuba Review:

Should some time have passed since their last dive, Spanish Dancer Divers & Fleet recommends all divers adhere to the recommendations made by their training agency regarding the completion of a Scuba/Skills review before diving. Most agencies recommend a Scuba/Skills review if no diving has taken place for 6 months. Evidence of the date of the divers' last dive should be shown in a log book to avoid problems on check-in; where possible the review should be booked in advance and will take place on the first day's diving or in the case of a Liveaboard on the first day of the trip. Current prices are shown in the price list. Alternatively a Scuba/Skills Review can be completed prior to arrival in resort and signed by an Instructor in the divers' logbook. In the interests of safety Spanish Dancer Divers reserve the right to provide and charge for a Check Dive, Scuba Review, or Refresher with an Instructor or restrict diving activities if the Instructor has any doubts about diver safety.

Medicals:

All diving guests in Nungwi, Kendwa or joining a Liveaboard are required to sign a self declaration medical.

All course students are required to sign a PADI Medical form prior to commencing the course. If the diver or student has any of the medical conditions listed, signed clearance from a doctor will be required valid within 12 months. These forms can be viewed on the following link:

Diver Medical: <http://www.SpanishDancerDivers.com/prices.php>

Student Medical: <http://www.padi.com/english/common/courses/forms/>

Where doctors' clearance is needed, we ask guests to arrange this prior to arrival where possible to avoid delays in resort.

Insurance:

Every effort is made to ensure our guests have a safe diving experience but we recommend purchasing short – term cancellation insurance, in case of unexpected changes in your travel plans. We require every diver to have valid accident and medical insurance. Baggage Insurance is also recommended.

GENERAL TERMS - LIVEBOARDS ONLY

Itineraries:

All Liveaboard itineraries are subject to weather conditions and Tanzanian Government approval, and whilst Spanish Dancer Divers make 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 as to 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, Spanish Dancer Divers will not offer a refund or compensation.

Dive Requirements:

Tanzanian Law states that for the Marine Park dives (Misoli, Tumbatu and Mnemba), all guests have a minimum of:

* 50 logged dives

Unconfirmed Sailings:

The sailing of any Spanish Dancer Divers boat is unconfirmed until minimum numbers are booked. Spanish Dancer Divers will try to offer another boat of the same standard or higher if minimum numbers are not received 2 weeks prior to the departure of the boat you have

booked, but please note there may be a slightly different itinerary. If no alternative is available then a full refund will be issued.

Boat Changes:

In the unlikely event that Spanish Dancer Divers 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 cost difference.

Safety Equipment:

Each safari guest is required to carry a Surface Marker Buoy per person and 1 torch per buddy pair on all Liveboards.

LIABILITY RELEASE

All divers are required to produce a valid certification/qualification and sign a completed registration form/waiver (as below) prior to the commencing diving activities. Students are also required to fill in an additional PADI liability release which can be seen on the following link:

<http://www.padi.com/english/common/courses/forms/>

Diving Issues you should be aware of when diving in the Indian Ocean. Your booking conditions with Spanish Dancer Divers hereafter called "Spanish Dancer".

In signing this form I acknowledge that I have read and agree to its contents and understand the implications and risks involved.

I agree to follow the safe diving practices of my training organization(s), including conditions with regard to skills reviews after a break from diving.

The Tanzanian Authorities state a maximum diving depth of 30 meters when diving with air and Enriched Air NITROX.

I agree not to exceed the maximum limit under any circumstances barring a life threatening emergency. I also understand that it is my responsibility to check to what depths my insurance provides cover. I understand that should I break this rule Spanish Dancer reserves the right to stop me diving with no refund for diving packages.

I confirm that I have been advised and informed of the inherent hazards of skin and scuba diving. I understand that skin and scuba diving can cause physical strain or exertion, not normally experienced in non-diving situations.

I assume all risks connected with scuba diving and will not hold Spanish Dancer responsible for any injuries including but not limited to, those resulting from heart attack, physical / mental strain or exertion, or barotraumas, including decompression sickness or arterial gas embolism.

MEDICAL: I confirm that I have no current or historic illness, disease or medical condition, which could lead to the injury of myself, any other diver or employee of Spanish Dancer, whilst skin or scuba diving.

I am happy to complete the "Medical Statement" that is a requirement laid down by the Tanzanian Authorities. If I am in doubt as to my health, past or present and the effect this may have on dive safety, I agree to be independently examined prior to diving.

I agree not to drink any alcoholic beverages before I dive. I give Spanish Dancer my permission to stop me from diving should I drink any alcoholic beverages before diving or if I am still under the influence of alcohol before diving. I agree not to dive after use of medication or when feeling unwell.

EMERGENCY: I agree to bear all the costs of medical treatment, chamber costs, recovery and transport charges in the event of an accident. Should the case arise that I am unable to decide

for myself I authorize Spanish Dancer and their agents to arrange medical treatment on my behalf. I will provide Spanish Dancer with details of my insurance company, policy number and Medical Emergency Telephone number. I do understand that if any accident happens, it might take some time to reach a medical centre, so I will abide by safety standards and listen carefully to the instructions of Spanish Dancer employees.

BOAT SAFETY: Extra due care and attention is required when diving, operating and living on boats due to the increased hazard of, but not restricted to, movement in rough seas, wet decks and equipment movement. I undertake to take extra care whilst on board a boat and will not hold Spanish Dancer responsible for any damages incurred that can be attributed to normal boating hazards. I accept the increased risk of diving near to and from boats and Zodiac & Inflatables and accept that extra care and vigilance is required on my behalf.

NATURE: I understand that there is marine life that may cause bodily injury if touched or harassed and therefore I agree not to feed, touch or harass the marine life. I will not wear gloves.

EQUIPMENT: Spanish Dancer maintains scuba equipment for service on a rental basis. This equipment is not in any way guaranteed either as to correct construction or safe use. Parties renting and using this equipment will do so entirely upon their own judgment and at their own risk. I have inspected the equipment and find that it is in good working order and free from defects. I agree to return the equipment at the end of the rental period in the same condition, fair wear and tear excepted, and will be responsible for the loss or damage to the said equipment including freight charges and import duty.

Equipment returned late is subject to a late charge. No refunds will be paid due to non-use of equipment. Rentals are per 24-hour or part period. A security deposit is required on all rentals. Spanish Dancer is not responsible for any damage to, or loss of any equipment whether the property of the client or Spanish Dancer. I agree that Spanish Dancer will not be held liable or responsible for an injury I sustain as a result of not adhering to the above items.

INSURANCE: Spanish Dancer is a Tanzanian Company and comes under Tanzanian law. Spanish Dancer has "Dive-Master" liability cover for diving activities. There is no third-party liability insurance of European standards available in Tanzania and hence Spanish Dancer insist that guests have adequate personal diving and non-diving insurance to cover all diving and non-diving risks involved in the service provided by Spanish Dancer. IT IS MY RESPONSIBILITY to check that my insurance provides adequate cover and that I dive within the limits of the cover provided. Chamber costs are high in Tanzania. We also advise that it is important to have good travel insurance to cover accidents of a general nature.

JURISDICTION: The contract between you and Spanish Dancer Divers is made on the terms of these booking conditions, which are governed by Tanzanian Law and clients shall be subject to the jurisdiction of the Tanzanian courts.

USEFUL INFORMATION

- ~ Divers must ensure that they leave a minimum of 24 hours between their last dive and their flight departure (or going to altitude).

COURSES

- ~ It is required that all course students have their own personal set of materials. These are not included in the course rates but are available to purchase locally from our dive centre shop. A personal set of materials are not required for the Discover Scuba Diving and Scuba Review programs.
- ~ Course paperwork needs to be signed by a parent or guardian for students under the age of 18.

- ~ Open Water Courses (and on occasions other recreational courses) can run over into an additional day should this be required in order to cover course objectives and standards.
- ~ Depending on which resort is visited, confined water training can take place in shallow sea or in a swimming pool and open water training can be from the shore, boat or a mixture of both.

ADDITIONAL CHARGES

Any equipment rental, special tank requests and shop purchases (including materials & certification fees) paid locally will be subject to 10% Tanzanian sales tax. Prices can be subject to change without prior notice.

Equipment (per day):

- ~ Underwater Torch € 7 per person
- ~ Computer € 10 per person

TO BRING WITH YOU

When joining a Liveaboard

- ~ Certification card
- ~ Dive Voucher
- ~ Logbook (showing proof of 1 logged dive within the last 6 months if not taking part in a Scuba Review or similar warm-up dive)
- ~ Passport
- ~ Medical form
- ~ Travel Insurance details
- ~ Dive Insurance details (can be purchased locally)
- ~ Dive Equipment (unless renting)
- ~ Swimsuit, Towel & Suntan Lotion
- ~ Personal Clothing & Toiletries
- ~ Small Medical first aid box & prescription medicines
- ~ Money to pay for extras

Nice to bring but not necessary

- ~ CDs, Videos, DVDs, Books
- ~ Laptop, Mobile Phone, CD Player
- ~ Video & Photo Camera
- ~ GPS Tracker & Binoculars

When Daily Diving

- ~ Certification card
- ~ Dive Voucher
- ~ Logbook (showing proof of 1 logged dive within the last 6 months if not taking part in a Scuba Review)
- ~ Medical form
- ~ Dive Insurance details
- ~ Dive Equipment (unless renting)
- ~ Swimsuit, Towel & Suntan Lotion
- ~ Credit card on first day
- ~ Money for lunch, drinks and sundries

When taking part in a Course

- ~ As above for daily diving where applicable, plus:
- ~ Referral form valid within 1 year & Manual/RDP (for Referral courses only!)
- ~ PADI Medical form
- ~ Course Materials (can be purchased locally)

ACCEPTED FORMS OF PAYMENT (At Dive Centres & on Liveboards)

- ~ Euros
- ~ US Dollars
- ~ Tanzanian Shilling
- ~ Sterling
- ~ Credit Cards – Visa/MasterCard