

Reservation Terms & Conditions

Effective August 7, 2019. This document supersedes all previous versions.

RESERVATIONS

Reservations may be made online, by phone or by email.

Phone/office hours are between 9 AM and 5 PM, EST, Monday through Friday.

Toll Free: 855-798-5300 | Florida: 954-743-5310 | Email: reservations@diveparadise.com

RATES & PACKAGES

All diving rates in our packages include a 10% advance booking discount. Discount only applies if reserved and prepaid in advance.

After submitting a reservation request, you will receive a confirmation email within 1-2 business days with trip details and rate confirmed for your booking. Please review this invoice/confirmation for accuracy.

ADDITIONAL FEES On-island fees not included in our packages:

- Marine Park fees (\$2/day per diver) will be added to the invoice and collected at time of final payment
- Cozumel's EcoTax fees (\$1-2/night per room). Amount varies by hotel, and may be added to the invoice depending on each hotel's payment policies.

FORMS OF PAYMENT

- Online (preferred) via either Stripe or Paypal to apple@diveparadise.com
- Credit Card processed over the phone
- Mailing of Check
 - Please make all checks payable to "Dive Paradise" and be sure the customer name and reservation number appears on the check. Our mailing address is:

Dive Paradise

P.O. Box 570

Woodstock, GA 30188

- Please scan/email a copy of the check as proof of payment to <u>reservations@diveparadise.com</u>. The reservation will not be confirmed until payment has been received.
- We reserve the right to electronically debit your account if a check comes back dishonored, plus a \$25.00 processing fee and applicable tax.

DIVE

Individual Traveler

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DEPOSITS AND PAYMENTS Diving Only and/or Diving/Hotel Packages

• Individual Travelers

- A \$100 per person deposit is required to confirm a reservation.
- Final balance is due 30 days prior to arrival.
- o Bookings made within 30 days of arrival are payable in full at the time of booking.

<u>CANCELLATIONS</u> All cancellation requests must be submitted and acknowledged via email to <u>reservations@diveparadise.com</u>. Approved cancellation/refund requests will be processed within 2 weeks.

• Individual Travelers - Packages

- Cancellations made 31 days or more prior to arrival will receive a refund of the deposit.
- Cancellations made 30 days or less, no shows, or premature departures for all other dates: No refunds.

• Individual Travelers - Diving Only

- Cancellations made more than 7 days prior to the first scheduled dive day receive a full refund.
- Cancellations made 4 7 days prior to the first scheduled dive day will be charged a \$25.00 per person administration fee.
- Cancellations received within 3 days (72 hours) are non-refundable and non-transferrable.
 No-shows are non-refundable.

What CANNOT be Refunded

Dive Paradise will not be responsible for, and will not issue refunds or credits for the following:

- Any unused portion of a hotel/dive package or dive course.
- No-shows and unused services.
- Early departure by customer's choice.
- Damages or cost resulting from postponed flight times, including but not limited to, missed transportation connections; nor for errors herein.
- Customer's failure to supply proper identification for entry to Mexico. It is the passenger's responsibility to comply with all customs and immigration laws.
- Dives cancelled due to Port Closures by the Mexican Marine and Federal Authorities (please see the Bad Weather section below).

Dive Paradise STRONGLY recommends that all divers purchase a comprehensive Travel Insurance policy for their reservations, with trip cancellation coverage.

Any refund requests based on extenuating circumstances will be determined by our General Manager after consultation with the divers' travel/dive insurance company and, when relevant, with our on-island physician. Dive Paradise will offer a "rain-check" at our discretion.



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Bad Weather and Unforeseen Circumstances Dive Paradise strives to ensure that all trip arrangements will run as planned. However, we occasionally need to make changes including altering, postponing or canceling dives due to weather and other circumstances or safety considerations.

If the ocean swells make docking on the piers unsafe, we may move boarding to Marina Fonatur for everyone's safety. In these cases we will be happy to assist with organizing taxi services, though we do not cover the fare. Guests can usually share cab rides.

If the Mexican Marine and Federal Authorities determine conditions are unsafe for tourist maritime activities, they will close the ports and we will be required to pause dive operations. If such circumstances occur during your visit, **it is essential to stay in touch with our shop to confirm any rescheduling**. The port could reopen, allowing boats to go out later in the day, or we will try to reschedule the missed dive for another day during your stay. Having a phone/text/WhatsApp# where we can reach you while on Cozumel is most helpful for our trip planning in these cases.

If rescheduling is not possible, we can also provide a rain check for the same type of dive trip, to be used within two years with an advance reservation (required to confirm availability/scheduling). Rain checks must be requested and arranged *before* leaving the island at the end of your trip; stop by the main office or email accounting@diveparadise.com.

Mother Nature is unpredictable, so we STRONGLY recommend that all divers obtain trip insurance that covers reimbursement for missed dives due to port closures and other unforeseen circumstances.

CHANGES ON-ISLAND

We will do what we reasonably can to accommodate requests for changes to diving plans after customer arrival, but it may not always be possible. Changes will be made at General Manager's discretion based on availability. Please notify Dive Paradise as soon as possible of any change requests, as the sooner you do this, the more likely it is that we can make the change. The following are considered change requests for a trip:

- Changing from one type of dive trip to another
- Changing dates
- Changing pick-up time or location
- Removing / Adding a guest

Any change to scheduled diving should be made with at least 12 hours advance notice and is subject to a \$10.00 processing fee per change, in addition to the revised trip price. For multiple changes at different times, and/or last minute requests, additional processing fees may apply. Changes to any diving packages or trips that are not arranged with at least 12 hours advance notice with the General Manager incur a 50% fee.



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Blackout Dates Combo packages are not available during Carnaval (Feb 19 - 28, 2020) and the Winter Holiday season (Dec 21 - Jan 2). Contact us for rates and custom packages during these holiday dates.

SAFETY STANDARDS per Diving Certification Agency

- If a diver's last dive was more than 1 year ago, *a daytime* shore dive is required (using a welcome tank or a rental tank) with a buddy or a Private Divernaster before any boat dives. No solo divers allowed for shore dives.
- If a diver's last dive was more than 2 years ago, we require a Refresher course with an Instructor before any open water dive trip.

RESPONSIBILITIES of Customer

- Advise Dive Paradise of any updates/changes in contact information or other details supplied to us.
- Ensure meeting the passport, visa, and health requirements of Mexico and the countries transited to/from Mexico.
- Read our policies and correspondence carefully. Dive Paradise is not responsible for problems arising from failure to adhere to instructions in our emails and policies.

SPECIAL REQUESTS for specific Dive Masters or Instructors will be handled on a first come first served basis based on work schedules/availability.

<u>DISABILITIES and ACCESSIBILITY</u> One of our goals is to provide expanded diving opportunities for people with special needs. However, not all of our offerings include special accommodations. You are responsible to verify with us, before you book travel, that special arrangements can be made. Dive Paradise is not liable for any incidences or consequences during or after diving or travel due to your failure to inform us of any special needs. Please re-confirm with us, following your reservation, that special accommodations will be provided per your request.

MEDICAL CONDITIONS and PREGNANCY Dive Paradise cannot give advice on medical matters relating to diving or other activities, or regarding government travel advisories or warnings. It is each diver's responsibility to confirm that they have the physical capacity to participate in diving and all other activities, including travel. If they have a medical condition, or are in doubt, it is their responsibility to consult with a doctor before travel or diving. It is also each diver's responsibility to obtain any required or recommended immunizations. Each diver is responsible for disclosing any medical or related information to Dive Paradise during the reservation process. Dive Paradise is not in a position to provide any medical services or urgent care in the event such an action may be required. Rescue and medical treatment, if available, may take time to arrive. Each diver is liable for any risks, incidences or consequences incurred during travel.



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INSURANCE

Due to our cancellation policies and the unexpected events that can occur, Dive Paradise STRONGLY recommends that all divers consider obtaining international medical coverage, and/or a comprehensive travel insurance policy with coverage that includes cancellation, medical, personal liability and coverage for dives cancelled due to bad weather/port closures. It is each customer's responsibility to obtain appropriate insurance for their reservation. For US and Canadian citizens, we suggest travel insurance from either The Divers Alert
Network (DAN) or DiveAssure. For all other nationalities, we recommend travel insurance from DiveAssure.

TRIP PREPARATION

- Please view our **Trip Planning Document** prior to arrival.
- Each diver must complete the online <u>Liability Waiver</u> and <u>Diver Information Form</u>, plus the <u>PADI Medical Statement</u> if registering for courses.

MANDATORY ON-ISLAND CHECK IN

- Each diver must stop by to register either by 3 PM at the closest Dive Paradise location to their hotel (identified in your confirmation email or agency vouchers) or by 7 PM at our main shop on the day before the 1st date of diving, unless you have notified us that you are arriving on the day of your first dive. This serves to reconfirm dive days, boat pickup times, and departure point, plus divers should try on rental gear the day before their first dive. This is also a good time to let us know of any requests for changes or additional dives.
- Each diver must present their voucher at check in (a digital image on a cell phone is fine). Vouchers are the proof of purchase and ticket for services to be rendered.
- Each diver must bring their C-Card if diving (not required for Discover Scuba, Open Water certification or Open Water Referral course). A digital image on a cell phone or the PADI app is fine.
- Each diver should bring a VISA, MasterCard or American Express credit card to be used for a security deposit on any rental equipment required and to open a dive shop account for any incidental expenses they may incur.
- Divers doing their training dives must bring their Referral Form or signed log book along with completed medical questionnaire.