

# TERMS AND CONDITIONS

Please consider: The Togeans islands are a very remote place without luxuries. Our resort has no phone connection and limited satellite internet, so please remember to inform your beloved ones that you wont be reachable all the time. We consider this place a paradise. We hope you will too!

## BOOKINGS

Bookings can only be made directly with Araya Dive Resort.

The prices displayed on our webpage are including all government tax and service charges. The requested rate per person or per room includes three meals as well as drinking water.

A deposit must be made before the booking can be fully confirmed. The deposit is non-refundable. The rest amount of the booking is to be paid by arrival and is non-refundable. During high season short term bookings have to be paid fully in advance.

It is considered as a No Show if you do not arrive at Araya Dive Resort on the day of your booking. Should you not make it to Araya Dive Resort until the day after your booking at 10:00 we cannot further guarantee for your room.

Check out time is 10.00. Check in time is 12.00.

At Araya Dive Resort we have a minimum stay requirement of 3 nights with the exception of reservations made within 14 days of arrival, where shorter stays may be possible, subject to availability. Please note that we reserve the right to require longer minimum stays from time to time in high season.

## DAMAGE

Where the customer causes any damage to, or loss of property and equipment belonging to Araya Dive Resort, the customer shall recompense Araya Dive Resort in full, to the current market value of any loss or damage.

## DIVING

All customers must show proof of diving certification from PADI, SSI, RAID, CMAS, or an equivalent certifying organization.

All customers must complete and sign a Liability Release and Assumption of Risk Form.

Upon registration for any diving course we require each student to complete a Medical Questionnaire. If you are unsure of a medical matter related to diving, please seek advice from a certified Medical Practitioner before engaging in scuba diving or similar activities.

Customers or students who fail to participate in any dives on a trip, or any course training dives, for whatever reason, shall not be reimbursed by Araya Dive Resort for any unused or uncompleted portion(s) of the trip or course.

Failure to complete the full course requirements for any reason caused by the student, will result in 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, surface cover time, vehicle and transport charges etc.

The customer should be physically, emotionally and mentally fit to participate in the activities they have signed up for. Any resultant injury or discomfort from these activities, due to any unfitness shall not be accepted as grounds for complaint or refund.

We may prohibit a customers participation on a dive(s), when we consider the customer to be physically, mentally or emotionally unfit to dive, handle or harm marine life, consume alcohol between dives, or fail to abide by general international safe diving standards and practices.

We will refund all monies paid by the customer where we ourselves cancel a trip or a course, other than for reasons set out above.

## **TRANSPORTATION**

Araya dive resort offers accommodation and dive services. We are not responsible for transportations to and from the Togean islands, and/or delays occurred when using public or chartered transport. We help our customers to find charter boats from Bomba village for a forward transport. We are only the intermediary, the transport arrangement is considered to be between the driver and the customer.

## **INSURANCE**

Our customers are strongly advised to secure appropriate travel and dive insurance with a reputable insurance provider that is applicable to the activities they will be undertaking. Such insurance should provide comprehensive coverage of at least the following; diving, medical, travel, personal liability and cancellation provisions. Araya Dive Resort shall not be held responsible for any resultant financial or personal loss or injury.