

Diving information :

Passenger 1

Your certification level

Number of Dives

Last Dive

Number of dives booked :

- 1 (35€)
- 6 (180 €)
- 12 (335 €)
- 15 (375 €)

Special diving requirements _____

Do you need to rent equipment ? :

Yes* No

* Select

BCD (indicate size)
FINS (indicate size)
WET SUIT (indicate size)
REGULATOR

Passenger 2

Your certification level

Number of Dives

Last Dive

Number of dives booked :

- 1 (35€)
- 6 (180 €)
- 12 (335 €)
- 15 (375 €)

Special diving requirements : _____

Do you need to rent equipment ? :

Yes* No

* Select

BCD (indicate size)
FINS (indicate size)
WET SUIT (indicate size)
REGULATOR

Special remarks

Thank you for taking the time to fill up this form please save it and send it to us in order to finalize your reservation for your dream diving & discovering holidays in Seychelles.

Looking forward to welcome you onboard !

Galatea Team

GENERAL CONDITIONS

The following GENERAL CONDITIONS are the legal relationship between you or your company as a client and the company Indian Ocean Yachting Ltd, hereafter referred to 'IOY', is the M/S GALATEA hereafter, representative and is responsible for the handling of the reservations. The following General Conditions an integral part of the contract entered into with Indian Ocean Yachting Ltd.

By registering, each client acknowledges these conditions to be mandatory and applies to himself and on the person on whose behalf a registration is made. Our terms and conditions can be viewed online www.ms-galatea.com. These may be subject to change at any time.

Please read them carefully and return a signed copy with your registration form to confirm your reservation.

1. PRICES

1.1 The prices quoted on any promotional material provided are not classified as a contracted price. For contract purposes the following documentation will be provided: a detailed quotation valid for 15 days indicating what the price will or will not include and requiring confirmation by the client, a description of the services provided, a copy of these general conditions and a registration form.

1.2 IOY rates are calculated on a lump sum basis including a number of nights spent on site, and not necessarily a specific number of days. It is therefore possible that the first and / or last night as the first and / or last day is devoted to transportation. There shall be no refund in case of late departure and/or early return.

1.3 Depending on flight schedules, a client's program may be shortened and / or extended. In this case, any additional charges shall be at the charge of the client.

1.4 All prices for cabin charters quoted are based on double or Single occupancy (as rates mentioned)

2. BOOKINGS FOR CABIN CHARTERS

2.1. Reservations

Reservation requests are handled by mail.

Please include your name, date of the cruise, the number of places reserved, the names of the passengers and any special requests.

2.2 Your reservation is confirmed on receipt of your signed contract documents in their entirety: registration form and General Conditions sent to your agent reservation center via mail, accompanied with your first payment (deposit).

2.3 In case of unavailability or change by IOY, a non-binding new proposal shall be made to the client. If the client accepts the new proposal, it is then considered as a new registration.

2.4 Reservations passengers in addition to a confirmed cruise In the case of a cruise already confirmed; the remaining available accommodation may be reserved up to 5 days before departure.

2.5 Children aboard

Children on cabin charters are accepted aboard from the age of 12 years old. During the cruise children remain the total responsibility of their parents. Parents are required to ensure that the children respect all safety procedures and do not disturb the peace and quiet of the other passengers, or the effective management of the cruise. No babysitting services are offered onboard.

All children are welcome on July and august (Family program) & Full charter.

2.6 Cruise departures are guaranteed with a minimum of 8 participants.

3. SERVICES INCLUDED – ITINERARY EXPLORER

3.1 Cruise Services

7 nights cruise – Explorer Itinerary

Embarkation on Saturday at 14h00,

Disembarkation on Saturday at 08h00.

3.2 Accommodation:

- A Double or Double for Single Use cabin on board. All beds are double and cannot be separated.

- A private bathroom with shower (hot/ cold water) and toilet, Shower gel

Individually controlled air conditioning

- Sheets and blanket (sheets changed twice a week)

Bathroom – towels (changed twice a week),

- Deck towels available to passengers for use on board.

3.3 Full board (meals buffet-style or set menu) including drinking water, coffee and tea.

3.4 Diving equipment

12 Lt aluminum tanks (Din or Int), (no still 15L available) No nitrox available.

Weights and belts, inflation tanks (Air).

3.5 One dive guide.

3.6 A total of 7 to 8 crew members

3.7. Ancillary costs

Entrance to nature reserves & to La Vallée de Mai & disembarkation fee to curieuse (as per program Explorer).

Port taxes, Government taxes.

3.8 Activities: Snorkeling Fishing, Kayak, paddles free of charge.

4. SERVICES NOT INCLUDED

4.1 International flights to and from Mahé

4.2 Meals and drinks before and after boarding

4.3 Insurance for diving, cancellation, travel and repatriation

4.4 Tips for the crew

4.5 Expenditure and any personal services not mentioned in "Included Services"

5. SERVICES NOT INCLUDED – On request only

5.1 Meet and greet at airport

Welcoming at the airport of clients by one of M/S Galatea & IOY representatives or Agencies, will be indicated by a sign bearing the name "Galatea" unless otherwise specified in voucher sent.

5.2 Transfers

All transfers Airport/ hotel to and from the boat are the responsibility of the client, either organized by themselves, their tour operator, hotel or by IOY at their request.

5.3 Accommodation before and after the cruise

If necessary and depending on the day and time of arrival or return flight, it will be proposed a "day-use" and / or an extra night at the expense of passengers. Clients who want IOY to assist in organizing their accommodation, are invited to provide the necessary information upon registration.

5.4 Beverages: sodas, alcoholic beverages and espresso.

5.5 Rental of diving equipment:

To request at least 10 days before the boats' departure.

5.6 Diving packages to request & book upon registration (cf. prices) Any additional or extra dives and night dive supplement can be paid onboard.

5.7 All ashore excursions.

6. BOOKINGS FOR FULL CHARTERS

6.1 It is possible to charter the boat completely. In the case the conditions and price are determined on the basis of a special group offer.

6.2 Depending on availability of the boat, IOY guaranteed departure for groups if registration takes place up to 5 days before departure.

6.3 Cruise routes, the number and locations of dives and ashore excursions can be changed within certain limits and in accordance with the terms of IOY. These changes are to be requested at time of booking. However, the dates, the port of embarkation and disembarkation, and the number of nights on board, cannot be changed.

6.4. A passenger or third party who makes a reservation for other participants must ensure the obligations of their traveling parties (specifically in the respect to payment) as with their own individual obligations. The contractual obligations and general conditions are applicable to all the traveling party.

6.5 When booking for a group, the organizer agrees to take full responsibility for the proper conduct of all participants during their vacation / cruise, as well as to ensure that they have insurance in connection with the sport they want to engage in.

6.6 Group members are jointly responsible for any damage caused.

7. BOOKINGS FOR PRIVATE CHARTERS (Inner Islands, Outer Islands or outside Seychelles waters)

7.1. Full charters for special itineraries, outside our « explorer » program, are under the following conditions:

The additional relocation costs of the vessel are added to the cost of the vessel. This will depend on the normal program location of the vessel both before and after the reserved charter.

The price of the relocation will be communicated to the client before the deposit is made.

All quoted relocation costs must be paid at the time of the invoice.

7.2 In the event of charter for special events and / or special groups that do not require an overnight stay on board the number of persons permitted on board is to be assessed according to the needs of the event.

8. TERMS OF PAYMENT

8.1 Cabin charters & full charters – Itinerary Explorer

To confirm a reservation, a deposit of 30% of the price must reach DC IOY within 10 days of receipt of invoice. After this time, IOY reserves the right to propose the requested cabin/boat with other passengers.

20% is payable 180 days before date of departure.

50% is payable no later than 90 days before date of departure. After this period, we reserve the right to cancel the reservation.

If the reservation is made less than 90 days before departure, full payment is due upon confirmation of booking.

For special Itineraries a 90 days payment may be required.

9. METHODS OF PAYMENT

9.1 Bank transfers

Bank transfers are made in euro on designated bank account (references on invoice). All bank fees are borne by sender.

9.2 Payments by PayPal (credit card)

A fee of 5% applies to payments with PayPal

9.3 Payments on board

Payments can be made both in cash and credit card. The following currencies are accepted: EUR, SCR and USD. A bank fee of +3% applies to credit card payments.

9.4 Guaranty

Credit card caution is required upon registration onboard. If any damage onboard or unpaid invoices, IOYL take the right to charge you with the corresponding amount.

10 CANCELLATIONS

All cancellation requests must be made by mail.

Following the date of receipt of the application, cancellation penalties apply:

We highly recommend taking out a travel insurance.

10.1 Cabin Charters & Full Charters – Itinerary Explorer

Bookings cancelled till 180 days before date of departure: 30% of the total of the cruise.

Between 179 and 90 days before the boat's departure: 50% of the total of the cruise.

Between 89 and 30 days before the boat's departure: 75% of the total of the cruise.

Less than 30 days before the boat's departure: 100% of the total of the cruise.

Cancellation charges also apply on transfers and hotel reservations. Hotel cancellation policies may differ from boat cancellation policy.

10.2 Private Charters : Inner Islands, Outer Islands and specific itineraries out of Seychelles waters:

Should the Charterer give notice of cancellation after signature of the Yacht Charter Agreement on or at any time before the commencement of the Charter Period some or all of the Charter Fees may be retained by IOY determined as follows:

After the Yacht Charter Agreement is signed but before the final instalment is due to be paid, IOY shall be entitled to retain the first instalment.

After any subsequent instalments are due to be paid, the IOY shall be entitled to retain the first instalment and any subsequent instalments due.

If any of the instalments are due to be paid but have not been paid then IOY shall have a claim against the Charterer for the amount so due.

11. INSURANCE

We highly recommend an insurance policy covering accidents and repatriation as well as a travel insurance.

11.1 Travel cancellation insurance protects the covered expenses in case of many unforeseen circumstances. For a fraction of the trip cost, you can alleviate the risk of losing money if something unforeseen gets in the way.

11.2 All divers should be covered by a specific diving insurance:

This insurance should take into consideration the costs involved in accident treatment including hyperbaric treatment. In the case of a diving accident, or other accident, where the accident was not caused by a service provided by IOY or their employees, IOY /your agent will not be held responsible and any requests for compensation will be refused.

The Charterer acknowledges that trip cancellation insurance to help protect you and your trip investment. has been recommended and that she/he has the choice of either subscribing or not subscribing such insurance.

12 DISABILITIES

The client by confirming the reservation through payment, certifies that he or she does not suffer from any mental or physical disability or illness that may constitute a danger to himself and / or other passengers on the boat.

IOY reserves the right to refuse the contracted services to a passenger presenting these risks during a charter.

13.1 The diver accepts their responsibility to be technically capable of participating in the activity of scuba diving and fully accepts the risks associated.

13.2 The diver certifies that he/she does not have mental and/or physical disability, that will prevent him/her from taking part in the diving program during their cruise.

13.3 The diver shall be held liable for any damage caused to himself and others

13.4 It is the client's responsibility, as a certified diver, to respect and follow the guidelines given by the guides and instructors on board, plus to follow the regulations stipulated by their certification agency.

13. SCUBA DIVING SAFETY

13.5 We reserve the right, for safety reasons, and at the discretion of the boat guides, to refuse access to one/several dives if they do not have the necessary competence to participate safely. Exclusion without compensation from certain dives with technical difficulties will be applied or can be provided an additional support and assistance at cost. No refund or compensation is due if a passenger fails to benefit of all dives offered/purchased for whatever reasons.

13.6 All divers shall sign a disclaimer prior to scuba diving during their cruise with DC SEY/IOY.

Recommendation: wait 24 hours after diving before taking the airplane.

13.7 Divers Level

All Certified divers are welcome onboard

Minimum AOWD (or equivalent) with more than 50 logged dives are required for special itineraries (outer islands safari)

14 LEGISLATION IN SEYCHELLES

GENERAL

14.1 The use, transportation, or possession of illegal drugs or narcotics (including Marijuana) or of any other contraband, or the participation in any other unlawful activity is strictly prohibited. The participation in any of these activities by the guests shall be cause for immediate disembarkation of the individual and no refunds will be applicable for the individual's portion of the charter.

FOR DIVERS

14.2 General

For the "recreational diving" the laws of Seychelles limits the diving at 30 meters and within the safety curve (without decompression diving).

14.3 Documents to be submitted

- A Certificate of diving level, A Logbook,
- A medical certificate of less than one year allowing the practice of diving,
- A certificate of diving insurance (such as Dan, Aqua Med etc.) in course of validity.

14.4. Suggested equipment

- A dive computer,
- A decompression buoy,
- Surface emergency visual or audible signaling device.

15. RENTAL AND USE OF EQUIPMENT

Every client is responsible for damage caused when using equipment provided by IOY. If equipment belonging to IOY or belonging to one of its suppliers is damaged or lost, M/s Galatea reserves the right to charge the passenger concerned.

IOY takes no responsibility for any personal effect belonging to a client or third party whether its lost, stolen or damaged.

16. NON-DIVERS

16.1 All non-divers participating in aquatic activities must ensure they are in good physical condition.

16.3 The supervisors may impose for reasons of safety, the use and / or wear specific equipment in relation to the activity carried on, as a snorkel vest, fins / mask / snorkel, etc. Similarly, and without compensation of any kind, it is up to the supervisors decided to regulate or not an activity and participation of non-divers to them (depending on the level of participants and the level of difficulty of activities).

17 PRICE REVISION

17.1 IOY rates have been determined based on economic information available at the time of their establishment. They include:

- Cost of transport (including fuel costs),
- Cost of food commodities,
- Taxes of marine parks,
- Exchange Rates.

In case of significant changes (more than 10%) in these information, IOY reserves the right to modify its prices up to 31 days before departure date.

18. PROMOTIONS

IOY can launch promotions to fill any remaining accommodation on a given cruise. Promotions do not apply to existing and confirmed bookings.

19 CHANGES

19.1. In the case of a request for change of date after booking, IOY may grant the request subject to availability and the tariff applicable for the period shall apply. If it is not possible for M/s Galatea /IOY to attend to the request, the cancellation policy will apply.

19.1.2. Replacement of a passenger if for some reason the client is unavailable to travel, they have the right in principle to transfer their cruise to another person up to 5 days before the departure date.

In this case the following conditions need to be met:

a) The person replacing you accepts to assume the contract entered into with IOY . The other companies involved in your voyage accept to make these changes (airline companies and hotels if applicable).

b) The person replacing you must meet all the conditions required for the voyage. (Valid passport, visa, dive level etc.)

c) The person replacing you must sign all the necessary contracts and general conditions for the voyage.

d) The person replacing you agrees to pay the balance of the voyage remaining and any additional charges, which occur due to the name change.

e) In the case of a transfer, the client transferring their voyage place must inform IOY by mail no later than 7 working days before the departure date, and indicate the reason for the changes, and present the replacement participant. A new contract will be entered into with the new client in the fastest delay possible.

However, IOY cannot be held responsible for any other bookings made by the client or by IOY on his/ her behalf.

19.1.3. Changes before and/or after conclusion of contract IOY reserves the right to modify at any time the cruise programs, services, itineraries, and prices on all types of communication media (print and web). In this instance IOY /your agent will advise the client leading up to the conclusion of the contract. The validity date for the contract is based on the date of receipt of the payment deposit.

19.1.4 Change of itineraries and services IOY reserves the right to change the itineraries of cruises and / or certain services on a cruise for any reason it deems necessary or unavoidable circumstances (weather, safety of passengers and the boat). Any form of compensation will not be allowed.

19.1.5 Change during the cruise due to technical issues. Diving cruises cannot assume any refund if program change due to technical incident

Ms Galatea/ IOY /your agent will notify the client as soon as these circumstances are known and also how these circumstances may have an eventual effect on the price and will make every effort to propose an equivalent alternative.

20. CHARTER CANCELLATIONS

20.1 Lack of Participants

M/S Galatea & IOY reserves the right to cancel a departure for any cruise, due to insufficient number of participants (less than 8 participants), the decision will be made 45 days prior to departure and clients will be informed. IOY will offer clients an alternative. If this does not suit them, the clients will be refunded the money they have paid but cannot claim any other compensation (flights, hotels, or any other fees). Any form of additional compensation will not be allowed.

20.2 Force majeure

Ms Galatea /IOY reserves the right to cancel, modify or interrupt a charter or certain services when unforeseen events are imposed on the company or when the security of the passengers and /or the boat may be compromised without the client being entitled to any compensation

These may include but are not limited to : refusal or cancellation of flight landing rights, cancellations, suspensions and deletions of a means of transport, strikes, civil or international war, political or economic disturbances, terrorist threat or activity, fire, seismic or volcanic events, natural disasters, epidemics, strikes, riots, technical problems and weather phenomena.

IOY assumes no responsibility for material losses and physical incidents occurring in any situation related to unforeseen events and force majeure.

In any case you will be informed by IOY /your agent as soon as is possible. In these particular cases, the traveller may not apply for reimbursement from IOY /your agent. Travelers, who have foreseen travel insurance taking these unforeseen events into consideration, may request reimbursement directly with their respective insurance company.

20.3. No show of passenger

General Conditions DC SEY/IOY apply in case of failure of the client to appear and participate in the trip / cruise purchased.

DC SEY/IOY shall not in any way compensate a client in the event of cancellation of services.

DC SEY advises clients to take out travel cancellation insurance.

20.4 Cancellation of charter caused by the behavior or state of a client IOY reserves the right to cancel a reservation or to disembark a client when the actions or behavior justify this action. In this case IOY will not reimburse any of the amounts already paid. All complaints against Ms Galatea /IOY will be contested.

20.5. Cancellation of charter caused by injury and / or medical reasons. In case of injury and / or medical problems occurring during the charter and requiring medical attention and/or medical evacuation of a client, all costs incurred by DC SEY/IOY shall be refunded by the client.

20.6. Damage to illness, injury or death during the cruise DC SEY disclaims all liability for damages resulting

from illness, injury or death that may occur during cruise, which could be the consequences:

For transport borrowed (airplane, boat, car, bike etc.)
Accommodation before and after the cruise (hotels, lodges, etc.),
Excursions during the cruise / vacation if the necessary obligations were respected.

21 CLAIMS AND COMPLAINTS

If you have observations, complaints or requests for reimbursement, you shall contact us within 10 days of the return from your voyage.

After this time a customer shall not request a refund of any nature whatsoever.

All requests for reimbursement relating to additional services, or services invoiced but not provided, will be studied on presentation of documentation and additional information.

In case of a dispute that cannot be settled amicably, the court having jurisdiction shall be the country of registration of DC SEY/IOY.

22. USEFUL INFORMATION

Defibrillator, Oxygen and a pharmacy are available on board. However, it is recommended that passengers carry with them a small personal pharmacy, cream and other antihistamine as prescribed by a doctor, sunscreen and mosquito repellent.

22.1 Passport

A passport with a validity of at least 6 months after return date is mandatory and must be presented when passing through customs.

23 OBLIGATIONS

DC SEY/IOY has the obligation to ensure that the boat is in good working condition for the purpose of a cruise, and equipment made available to passengers are in good condition. DC SEY/IOY cannot be held responsible for the use of the equipment, if they are being mishandled or have been misused, nor is DC SEY/IOY responsible for any disagreements among passengers, crew, etc.

24 DOCUMENTATION EDITING

This current document was last updated and verified 25th May 2017

Above Terms & Conditions have been accepted and approved.

I Undersigned _____

Accept and approve the above
General condition.

Date _____

Signature _____

SALE AGENT

INDIAN OCEAN YACHTING

