



Terms and Conditions

We are Portugal Dive, part of the Arlindo Serrao - Viagens e Turismo, Unipessoal Lda., a limited liability company incorporated in Portugal, trading as Arlindo Serrao Viagens e Turismo or PortugalDive.com (tax and company number 514376422) whose registered headquarter is at Av. Estados Unidos da América, 2 - P.3 - 2.º A, 1700-174 Lisboa, Portugal, in this document referred to as PortugalDive.com or Portugal Dive.

We are a group of Portuguese Divers, who love to dive and go on diving trips with diving buddies and family.

We are tired of having difficulties on our diving trips and destinations, so we've decided to ease life, stop suffering and eliminate pain on those who decide to come to Portugal and dive.

Of course, we could say that we are a very professional and specialized group of travel organizers. We are not. But if you are coming to Portugal and you want to dive we are the ones with whom you have to talk. Because nobody knows more about diving in Portugal.

APPLICATION OF THESE TERMS AND CONDITIONS

These terms and conditions, and any further terms and conditions notified to you by us, including any terms and conditions in our pages on social media sites, our website or other communication and information platforms, which are relevant to your booking, will be binding on PortugalDive.com and you, once a contract is celebrated between us. A contract will exist between us once you have made your booking with us, paid your deposit or such other fee as may be appropriate, even before having issued our booking confirmation.

You should read these terms and conditions carefully. The acceptance of any service proposal issued by PortugalDive.com and its due payment will be considered a formal acceptance of these Terms and Conditions.

PORTUGUESE LAW

The contract between us will be governed by Portuguese Law and any dispute will be resolved exclusively by the Portuguese courts.

PAGES ON SOCIAL MEDIA SITES, OUR WEBSITE OR OTHER COMMUNICATION AND INFORMATION PLATFORMS CONTENT

We make our best efforts to ensure the accuracy of the information contained in our pages on social media sites (e.g. Facebook, Instagram), our website and all other communication and information platforms we use to reach our clients and fellow divers. However, content is subject to change, often due to the actions of our suppliers (e.g. diving centers, hotels, activity providers, car hire companies etc). We will endeavour to notify you of any change known to us and affecting your diving plan or program prior to your arrival and after that, as soon as we are notified by our Suppliers.

DIVING CONDITIONS AND SUITABILITY TO DIVE

As you know, diving is kind of counting on nature, in our case more specifically the sea, to achieve certain leisure objectives. Although we believe we are in good relation with the coast, the Portuguese territory and the sea in Portugal, we don't always agree on how it should be on a specific date and time. If that happens, we apologize, but we can't do much more than to try to find a suitable alternative. That being said, if we find that the necessary conditions to proceed with your diving plan in perfect and secure conditions aren't available, you will not dive. We will try to find an alternative, but if after trying we remain in doubt and if it will be safe to dive, you will not dive.

The same for the hypothesis of you appearing to dive, drunk or under the influence of substances that can affect your sense of responsibility. If we feel that there is something wrong with you, you will not dive.

In both cases, PortugalDive.com will not be held responsible for the temporary suspension or cancellation of your diving plan and you have no right to reimbursement.

SPECIAL PROVISIONS ON THE PANDEMIC COVID

We feel that we have to "protect" our clients and friends, and assure that they can book the dive trips or diving activities, not taking the risk of losing money, if the Pandemic crisis surprises everybody, again. So, regarding the COVID pandemic, if you can't travel because of airlines shutdown or the decision of the states to confinement, you will be asked to reschedule the trip. If rescheduling is not possible, we will reimburse all payments except for eventual fees charged on payments and transfer channels, and eventual advancements previously confirmed by you for securing your reservations.

BOOKING OF A DIVE SPOT

Booking of a 'Dive Spot' is a pre-arranged combination of typical services, diving-related and others, such as (a) transport; (b) diving transfer; (c) diving; (d) other services, through which you will implement your diving plan. This group of services is booked by you through and paid to PortugalDive.com, at an inclusive price, and is solely related to the act of diving.

Usually, the diving plan in the booking of a 'Dive Spot' will be implemented with the contribution of diving centers. In those cases, PortugalDive.com is naturally dependent on these providers' capability to deliver. In the event of a service failure of such a provider PortugalDive.com cannot be held responsible for the failure in the diving plan, and you will be reimbursed only if and after PortugalDive.com gets reimbursed by the service provider.

PACKAGES

A 'Package' is a pre-arranged combination of typical services, diving related and others, through which you will implement your diving plan. This group of services is booked by you through and paid to PortugalDive.com, at an inclusive price, and where the combination lasts for a period of more than 24 hours or involves overnight accommodation: (a) transport; (b) accommodation; (c) diving; (d) other services.

Usually, the diving plan in a 'Package' will be implemented with the contribution of specific diving service providers, aggregated on the 'Package' to provide the booked services, like diving centers and other maritime services. In those cases, PortugalDive.com is naturally dependent on these providers' capability to deliver. In the event of a service failure of such a provider PortugalDive.com cannot be held responsible for the failure in the diving plan, and you will be reimbursed only if and after PortugalDive.com gets reimbursed by the service provider.

EXCLUSIVE DIVES

An 'Exclusive Dive' is a pre-arranged combination of atypical services, diving related and others, through which you will implement your diving plan. These services usually are tailored to meet some specific pre-requisites that you present to PortugalDive.com and that we will try to satisfy with our maximum effort and knowledge. This group of services is booked by you through and paid to PortugalDive.com, at an inclusive price, and it can be also a part or a component of a 'Package'.

Usually, the diving plan in an 'Exclusive Dive' will be implemented with the contribution of specific maritime service providers, aggregated on the 'Exclusive Dive' to provide the booked services. In those cases, PortugalDive.com is naturally dependent on these providers' capability to deliver. In the event of a service failure of such a provider PortugalDive.com cannot be held responsible for the failure in the diving plan, and you will be reimbursed only if and after PortugalDive.com gets reimbursed by the service provider.

BOOKING CONDITIONS

All bookings are subject to availability. We reserve the right to refuse to accept and/or not to proceed with any booking at any time in our sole discretion.

All bookings must be made by a person aged eighteen years or over.

Completion and submission by you of our Booking Form or any other way of acceptance of our proposals of services will be treated by us as a confirmation that you have read, understood and accepted all our Terms & Conditions.

It is important that you accurately complete our booking form and deliver all the necessary documents such as diving certifications and insurance certifications. It is your responsibility to ensure that the details which you supply to us are correct. If you fail to deliver any of the necessary documentation, PortugalDive.com has no obligation to proceed with the diving plan.

1. Payment

You will be notified at the time of booking of the price of your 'Dive Spot', 'Package' or 'Exclusive Dive'. You will be required at the time of booking to pay us a non-refundable deposit, typically 30% of the quoted price and the full price of a booking should be made at least 30 days prior to arrival. In certain circumstances (depending on the nature of the booking, or if the booking is made less than 30 days before your arrival) we will require a non-refundable deposit in excess of the usual 30%. On occasions, our suppliers require amounts up to full payment in advance. On these occasions, we will require the additional payment in advance. Unless you are making a late booking, the balance owing must be paid to us no later than 30 days before your date of arrival. If we do not receive the balance by this time then we will treat the booking as cancelled by you and you will be liable to pay our cancellation charges (see paragraph 3.2).

We accept bank transfers, credit card payments and Paypal payments. PortugalDive.com doesn't charge any fees for any payment method. There may be charges from the payment providers. An administration charge will be applied to any changes carried out by us at your request (see paragraph 3.1) if requested after the booking acceptance.

2. Prices

The prices quoted on our pages on social media sites (e.g. Facebook, Instagram), our website and all other communication and information platforms we use to reach our clients and fellow divers, are correct at the time of publication. In the event of any change in our prices to those stated we will notify you prior to accepting your booking. All our prices are quoted in Euro.

(a) Packages and Exclusive Dives

We guarantee the price of your diving plan stated in our booking confirmation. We may, however, pass on to you certain additional charges resulting from increased transportation costs (including the cost of fuel), dues, taxes, landing taxes or embarkation or disembarkation fees at ports.

(b) Other arrangements

We reserve the right to pass on any charges levied on us from time to time by our suppliers in respect of any other arrangements made by us on your behalf:

- Transportation costs including diving equipment
- Transfers
- Age charges on car rental bookings
- Accommodation, meals
- The services of a Portugal Dive Buddy if not included in your booking
- Any applicable port charges
- Child discounts

Our prices do not include:

- Visa fees, overseas airport departure charges payable locally, portage, personal expenditure, hotel extras, fuel and extras for car hire
- Taxes or compulsory charges introduced by the Government, or Regulatory bodies, after you have booked
- Security charges introduced or increased after you have booked, relating to transportation costs
- Any kind of personal insurance you may need to dive or to execute any included activity

The price payable by you and what this price includes will be confirmed to you by us at the time of booking and set out in our booking confirmation.

3. Changes or cancellations by you

3.1. Changes

(a) Transfers

Where you are or any member of your crew is prevented from travelling for any reason (including death, illness or jury service) we will transfer your booking to any other person satisfying all the requirements relating to your diving plan notified to us by you in writing a reasonable time prior to your due date of departure.

(b) Other changes

If you wish to make any other change to your booking at any time after our booking confirmation has been issued, we will try but cannot promise to meet your request. On some occasions, if members of a group booking withdraw, there are fixed costs which mean the remaining diving crew must pay more per person. In the event that any change is requested in relation to a group booking, we will inform you, in writing, before we make the change.

(c) Administration fee

In each of the above circumstances, an administration fee will be payable of Euro 25 per person where your request is received by us 30 days or more prior to your arrival date and Euro 50 per person where the request is received less than 30 days prior to your date of departure. This charge is non-refundable.

(d) Treatment of changes by our suppliers

Many of our suppliers, particularly dive centres, do not permit us to change names or diving plan dates and impose full cancellation charges. We will pass these on to you in addition to our administration charge, where applicable.

3.2. Cancellations

If you wish, following the issue to you by us of our booking confirmation, to cancel your booking or any part of it relating to any person (in the case of a group booking), we will require your authority in writing to do so.

Our cancellation charges will apply (see the table 'cancellation charges' below). These are calculated with reference to the date on which we receive your authority in writing. We will not refund you any deposits, administration fees, or any other fees or charges made by us and paid by you relating to your diving plan in the event of cancellation by you.

We incur in costs from the time you make your booking and you agree that if you cancel your booking you will compensate us for our losses and expenses, as per the table below. Our cancellation charges increase the nearer the cancellation is made to your arrival date as we may not be able to resell your diving plan.

We strongly recommend that you take out insurance cover for cancellation adequate to cover the value of your trip and diving plan. For further details please refer to paragraph 8.

3.3. Cancellation charges

(a) Cancellation after the deposit is paid: the deposit is non-refundable.

(b) Cancellation after the remaining values are paid:

29 - 15 days before arrival 50 % of the remaining value

14 - 5 days before arrival 90 % of the remaining value

5 days or less before arrival 100 % of the remaining value

4. If we have to change or cancel your diving plan

We always apply our best effort to deliver the diving plan which we are contracted to provide to you. Occasionally we may have to make changes and we reserve the right to do so at any time.

(a) Dive Spots, Packages, and Exclusive Dives

Our obligation to you depends solely on our direct responsibility toward the implementation of the diving plan. If the cancellation of a diving plan is the result of the cancellation of a third party, PortugalDive.com will not be considered liable for the cancellation.

PortugalDive.com or other third parties will not be considered liable for any cancellations that may result from adverse natural circumstances such as adverse weather conditions, sea conditions or other factors that can increase the risk of implementing a diving plan.

If reimbursement is agreed, PortugalDive.com will deduct all amounts related to i. administration fees, ii. charges from third parties (i.e. payment providers), iii. and all non-reimbursed amounts paid to the dive centre or other operators.

(b) Other arrangements

We will try to tell you of any changes as soon as possible prior to your arrival date, although we are not obliged to do so. We are not obliged to compensate you. However, in the event that we are forced to cancel your diving plan, we will refund you the price paid by you regarding the diving activities that were cancelled.

(c) Circumstances beyond our control

We will not pay compensation or accept any liability where any change is due to circumstances outside of our reasonable control, including (without limitation) any strikes, lock-outs or other industrial action; labour disputes; acts of God; war; riots; civil commotion; malicious damage; compliance with any law or governmental order, rule regulation or direction; the impossibility of the use of any means of public or private transport or any action of any government or regulatory body; accident; break-down of plant and machinery; fire; flood or storm; other adverse weather conditions (including heavy rainfall, hail, snow, fog or frost) affecting any port or transport link, embarkation or disembarkation point and their operation; flight delays; other matters affecting air traffic control (including failure of equipment, systems and software); siege; acts of terrorism; police or security alerts or precautionary measures are taken.

5. Our liability to you

(a) Dive Spots, Packages, and Exclusive Dives

- i. We will take reasonable skill and care in performing our contractual obligations and if we or our agents or suppliers fail to use reasonable skill and care or are negligent and you are able to prove we have caused you loss or damage, we may, subject to these Terms & Conditions, accept responsibility for compensating you.
- ii. If you feel that any part of your diving plan implementation is not provided as promised, you must, as soon as possible, notify us as soon as possible. You must provide us with details in writing at the earliest opportunity.

- iii. Where, as a result of our failure to properly perform our obligations, we have failed to provide you with a significant proportion of the services which you have contracted with us to provide, if you are still on a diving plan through us we will (where possible and appropriate to the circumstances), endeavour to organise suitable alternative arrangements at no extra cost to you. Where, as a result of our improper performance, we have failed to provide you with a significant proportion of the services which you have contracted with us to provide and suitable alternative arrangements are not available or are unacceptable to you for good reasons then (where appropriate) we will make arrangements for you (and where other members of your party are affected, those members of your party) to return to your place of departure at no extra cost to you. In all other cases (i.e. where we have not failed to provide you with a significant proportion of the services which you have contracted with us to provide) our obligation following your notification to us is to investigate matters and (where appropriate) make prompt efforts to find appropriate solutions.
- iv. Our liability in all cases shall be limited to a maximum of the total cost of your diving plan (including deposits and administration charges). We do not accept responsibility for the acts and/or omissions of any third parties with whom you may have made any bookings or arrangements direct.
- v. We are not liable to you where our failure or the improper performance of any of our obligations to you is due to:
- any fault or failure of you or of any member of your party.
 - any fault or failure of any third party unconnected with us and the provision of the services for which you have contracted with us to provide which are unforeseeable or unavoidable.
 - circumstances beyond our or beyond our suppliers' reasonable control (which circumstances are without limitation described in paragraph 4. (c) although we will endeavour the following notification to us to provide you with our prompt assistance where our failure or improper performance results from circumstances not due to any fault or failure of you or any member of your party.

(b) Special requirements

If you have any special requirements (dietary or otherwise) you must inform us of these at the time of booking so that we can pass these onto our suppliers. We cannot guarantee that your requirements will be met, however, and we are not liable to you in the event that your wishes are not met.

6. Your responsibility

(a) It is your responsibility to ensure that you and everyone diving with you have valid certifications and insurance.

(b) You are responsible for ensuring that any existing medical conditions or disabilities which may affect your ability to dive are duly registered and declared before the implementation of the diving plan.

(c) You are responsible for your behaviour and that of your party. We and our suppliers reserve the right to refuse your booking or the right to board or the right to dive and to remove you and/or any member of your party from any transport, accommodation or any part of diving plan if you or any member of your

party is drunk or under the influence of drink or drugs; if you are or we reasonably believe that you are in unlawful possession of drugs; or are behaving violently, disruptively, dangerously or irresponsibly or in any manner whatsoever which presents a risk to others or is causing a nuisance or annoyance to others. No refund will be given or compensation paid and no costs or expenses for which you become liable or which are incurred by you will be made by us or be recoverable by you from us in such circumstances. You may also become the subject of police inquiry or security measures or investigation and liable in the event that any offense is committed to criminal prosecution and penalties. You must fully cooperate with and follow any safety procedures and instructions given by any organization which is running the activities which constitute your diving plan. It is possible that such organisations will require you to sign a waiver form in respect of the activity being carried out.

(d) Despite our best endeavors to ensure your diving plan runs as smoothly as possible, problems can occur. If you do experience difficulties that cannot be dealt with at the time by the hotel, lodge or camp you are staying at, then please contact us immediately. Please remember that we will be unable to help if you only mention the issue after the diving plan conclusion.

7. Dealing with complaints

If you have a problem during your holiday, please immediately inform the relevant supplier whose service is involved (e.g. your hotelier or the diving center), your Portugal Dive Buddy or call us, who will endeavor to put things right. If the problem cannot be resolved locally and you wish to complain, full details must be sent to PortugalDive.com in writing. Please keep your letter concise and to the point. It is strongly recommended that you communicate any complaint to the supplier of the services as well as to PortugalDive.com without delay and complete a report form while your diving plan is being pursued. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on the diving plan, and this may affect your rights under this contract resulting in reduced or no compensation if any was merited.

8. Insurance

You must be fully insured for your diving activity and must make sure that all of the activities which you will be carrying out are covered by such insurance.

UPDATES

Our Terms & Conditions are updated from time to time. The terms and conditions which will apply to your holiday are those on our website at the time of booking. There may be additional terms and conditions which apply to specific features of your booking or diving plan.