



Terms and conditions

1. Scope

The following terms and conditions apply to all services from Ocean Soul in relation to liveaboard full charter or single bookings, as well as all watersport activities offered: diving, freediving, snorkeling, kite surfing and corresponding courses.

2. Conclusion of contract

By booking a trip or a service, the customer offers Ocean Soul the conclusion of a contract. The booking can be submitted to Ocean Soul by email, in writing, online or by telephone. The contract is only concluded when Ocean Soul sends the customer a written booking confirmation by email or post. The customer is bound to his booking until it is accepted by Ocean Soul, but no longer than 14 days from the date of booking.

3. Prices

All prices are in EURO (€). The prices valid at the time of booking are decisive.

4. Payments

After the customer has received a binding invoice and confirmation for all services included in the booking, a deposit of 20% of the invoice amount is due within the following 10 days. The rest payment is due 4 weeks before the customer's arrival date. In case of short-term bookings, the payment deadline is specified on the invoice. Any bank transfer fees are to be paid by the customer. After receipt of a payment, the customer receives a confirmation of receipt. Delay in payment entitles Ocean Soul to cancel the booking.

On-site payments can be made only cash in Euros (EUR), US dollars (USD) or Egyptian pounds (EGP).

5. Services

The scope of the contractual services results from the service description of Ocean Soul as well as from the information relating to this in the confirmation. Ancillary agreements that change the scope of the contractual services require an express written confirmation by Ocean Soul.

Changes or deviations of individual travel services from the agreed content of the contract, which become necessary after conclusion of the contract and have not been brought about in good faith by Ocean Soul, are permitted, provided they are not significant and do not affect the overall design of the booked trip. The customer will be informed about this immediately.

6. Cancellations

In the event of cancellation by the customer, the following cancellation rules apply.

The customer can withdraw from the contract at any time before the start of the trip. This can be done informally (e.g., by letter, email or by telephone). For reasons of evidence, the written form is recommended. However, since Ocean Soul has already incurred expenses by then, Ocean Soul can demand reimbursement for its own expenses and expenses from service providers. Depending on the time of receipt of the withdrawal notification, Ocean Soul will flat-rate the compensation claim as follows:



Up to the 60th day before the start of the trip:	20 % of the invoice amount
From the 59th to the 30th day before the start of the trip:	50 % of the invoice amount
From the 29th to the 15th day before the start of the trip:	75 % of the invoice amount
From the 14th to the 3rd day before the start of the trip:	90 % of the invoice amount
From the 2nd day before the start of the trip or in case of no-show:	100 % of the invoice amount

Cancellation compensation is due immediately. If the customer has already paid the full amount, Ocean Soul will reimburse immediately after deducting the cancellation fee.

In case of withdrawal after the start of the trip (e.g. due to illness or injury) or for other compelling reasons, Ocean Soul retains the right to the full travel price.

Circumstances can always arise in which a withdrawal is necessary. Ocean Soul therefore urgently recommends its customers to take out travel cancellation insurance and is happy to help with the conclusion.

7. Substitutes

In the event of a withdrawal, the customer of Ocean Soul can request that someone else takes part in the trip in his or her place, provided that this person is suitable from the point of view of diving / freediving / kitesurfing, the intended cabin partner agrees with this replacement and that there are no other obstructive reasons. For the effort that Ocean Soul incurs as a result of the change, a flat-rate processing fee of 50 EUR will be charged. If service providers incur additional costs due to the change of person, these will also be billed.

8. Changes in services and prices

8.1 Route changes

Due to short-term events beyond Ocean Soul's control, the planned route may be changed to ensure the highest level of safety and to meet environmental requirements. This includes, for example, special weather conditions or military exercises announced at short notice.

8.2 Price adjustments

Should there be an extraordinary increase in costs to be borne by Ocean Soul on site between the time of booking and the start of the trip, Ocean Soul may, if necessary, demand a subsequent price increase from the customer. These extraordinary circumstances include, in particular, the levying of addition taxes planned by the Egyptian government.

8.3 Minimum number of participants

A diving safari / kite safari can only be carried out economically if a certain minimum number of participants is reached. This minimum number of participants is stated in the corresponding trip offer or will be communicated directly while the booking process. If this number is not reached, Ocean Soul can withdraw from the travel contract up to 30 days before the scheduled start of the trip or offer an equivalent trip on another boat in the same or a higher category. In case of change to another boat with a lower quality standard, the participant can demand a reduction of the trip price from Ocean Soul. In this case, the customer has the right to withdraw from the trip and demand a refund of his payments.

8.4 Cancellation of a trip for technical reasons or due to force majeure

If a trip has to be canceled for reasons known to Ocean Soul before the start of the trip, e.g. due to technical defects, reasons of force majeure or the decision of a service provider on site, the customer will be reimbursed for the payments made. The customer cannot assert any further claims.



9. Check-in / Check-out times

Check-in on the boat is possible from 16:00 (4 pm) of the first day of the tour. In case of earlier arrival, a day use in a hotel can be organized by arrangement.

Check-out from the boat takes place either until 10:00 am of the last day or – depending on the boat's schedule - in the evening before after arrival in the marina. In this case, accommodation for the last night will be in a 3 * hotel with half board. The customer will be informed about the last night's accommodation no later than 7 days prior to arrival.

10. Disclaimer of Liability

Diving, Freediving, Snorkeling and Kitesurfing are potentially dangerous sports. Despite the consideration of safety-relevant regulations and rules of conduct, a risk of injury cannot be excluded when performing these activities. The practice of the named watersports activities with your own equipment or rental equipment rented from Ocean Soul, as well as participation in courses, is at your own risk.

The instructions of the management on the boat, the instructors and the dive guides have to be followed.

It is up to each individual guest to decide for themselves whether to participate in a safari. A good state of health, fitness and sufficient swimming ability are prerequisites.

Ocean Soul strongly recommends its guests to ensure sufficient and appropriate insurance cover before choosing any of the mentioned water sports activities. For diving activities, proper diving insurance that includes the costs of any decompression chamber treatment is mandatory. Ocean Soul will be happy to assist in obtaining such an insurance policy.

Ocean Soul's liability is limited to intent and gross negligence. Any further liability of any kind is excluded. A claim for damages against Ocean Soul in the event of an accident is excluded.

Ocean Soul assumes no liability for damage caused to the customer while exercising the named water sports activities through the fault of third parties.

The Ocean Soul team is always mindful of the guests' property. However, Ocean Soul assumes no liability for damage, loss or theft of guests' own equipment, valuables, smartphones, computers, glasses, money or other personal items. It is the guest's responsibility to clarify coverage for loss or damage to property with their private homeowner's insurance prior to travel.

11. Liability for trainings and courses

Ocean Soul is liable for the conscientious and safe preparation and implementation of trainings and courses.

Ocean Soul and its staff are only liable for accidents and consequential damages in the event of intentional or grossly negligent conduct and only to the extent that insurance is not paying for the damage. Any further liability of Ocean Soul and its staff for damages to the guests is excluded. Possible damages to third parties must also be covered by the guest.

For minors (younger than 18 years) the written consent from the legal guardian is required to participate in the courses. With this, the legal guardian declares his child or young person sufficiently fit and responsible to participate in trainings and courses.



12. Severability Clause

The ineffectiveness of individual provisions does not result in the ineffectiveness of the entire contract. The contracting parties undertake to replace any invalid provision, if possible, with a clause corresponding to the presumed will.

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