DIVE TIMOR LDA — TERMS AND CONDITIONS OF BOOKING AND SALE

These terms apply to every quotation, invoice, booking and service supplied by Dive Timor Lda. Please read them before making payment.

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1. Definitions and application

1.1 "Dive Timor" means Dive Timor Lda, a company registered in Timor-Leste with its place of business at 70 Avenida de Portugal, Hamahon, Kampung Alor, Dom Aleixo, Dili, Timor-Leste. "Client" means the person or entity named on the quotation or invoice. "Participant" means any person taking part in an activity booked by the Client. "Activity" means any dive, course, boat trip, snorkelling trip, whale and dolphin watching trip, excursion, equipment hire, accommodation or other service supplied by Dive Timor. "Diving Activity" means any Activity involving the use of compressed gas underwater. "Surface Activity" means any Activity conducted from or at the surface, including whale and dolphin watching and snorkelling. "Activity Start Date" means the first day of the Activity as stated on the quotation or invoice.

1.2 These terms apply to the exclusion of any other terms the Client seeks to impose. No variation is binding unless confirmed in writing by Dive Timor.

1.3 By paying any part of an invoice, or by taking part in an Activity, the Client and each Participant accept these terms.

1.4 Where a booking is made through a travel agent, tour operator or other intermediary, that party is the Client for the purposes of these terms. Any remedy offered by Dive Timor under clauses 7 or 15 is offered to the Client. Any compensation, refund or other remedy owed by the Client to its own customers is a matter solely between the Client and those customers under the Client's own terms.

2. Quotations

2.1 A quotation is an offer only. It does not constitute a booking, does not reserve capacity, dates, equipment or staff, and does not create a debt owed to Dive Timor.

2.2 A quotation is valid for 30 days from its issue date unless a different validity period is stated on its face. After that date it lapses and may be re-issued at then-current prices.

2.3 Quotations are subject to availability at the time of acceptance. Where a quotation is accepted after capacity has been taken by another client, Dive Timor will offer alternative dates or withdraw the quotation.

2.4 A quotation becomes a confirmed booking only when Dive Timor issues an invoice and receives the deposit in cleared funds.

3. Prices and taxes

3.1 All prices are quoted and payable in United States Dollars (USD).

3.2 Prices are inclusive of all taxes applicable in Timor-Leste. Where any tax, levy or government charge is introduced or increased after the invoice date, the amount payable is adjusted accordingly.

3.3 Unless expressly itemised on the invoice, prices exclude: visas, personal travel and diving insurance, medical costs, hyperbaric treatment, evacuation, gratuities, and items of a personal nature.

3.4 Prices are based on the group size, dates, dive count and inclusions stated on the invoice. A change to any of these may change the price.

4. Payment terms

4.1 **Deposit.** A deposit of 50% of the invoice total is required to confirm a booking. Until the deposit is received, no dates, capacity, equipment or staff are reserved.

4.2 **Balance.** The balance is due on the date stated on the invoice. No Participant may commence an Activity until the full invoice total has been received.

4.3 **Methods.** Payment may be made in cash, by credit card or by bank transfer to the account shown on the invoice.

4.4 **Transaction costs.** All bank, correspondent bank and card processing charges are borne by the Client. The amount received by Dive Timor must equal the invoiced amount.

4.5 The Client must quote the invoice number as the payment reference. Payment by transfer is treated as made on the date cleared funds are received by Dive Timor, not the date of transfer.

5. Late payment

5.1 Where the deposit or the balance is not received by its due date, Dive Timor may suspend the booking, release the reserved capacity, dates, boat space, equipment and staff to other clients, and treat the booking as cancelled by the Client under clause 6.

5.2 Sums already received remain subject to clause 6 and are not refundable by reason of the Client's own late payment.

6. Cancellation and changes by the Client

6.1 All cancellations and changes must be notified to Dive Timor in writing. They take effect on the date Dive Timor receives the notice.

6.2 Where a booking is cancelled on or before the balance due date stated on the invoice, the deposit is refunded less any bank or card charges.

6.3 Where a booking is cancelled after the balance due date, all amounts paid are non-refundable, except that where Dive Timor is able to fill the cancelled places with other customers for the same dates, the corresponding amount is refunded less any bank or card charges.

6.4 Where a booking is cancelled before any payment has been made, the invoice is withdrawn and no amount is payable, save for any third-party costs already committed by Dive Timor on the Client's instruction.

6.5 Requests to change dates, group size or inclusions are subject to availability and to any third-party costs already incurred. A change requested after the balance due date is treated as a cancellation and re-booking.

6.6 A reduction in the number of Participants after the balance due date does not reduce amounts already due, except to the extent the released places are filled by other customers.

6.7 No refund, credit or transfer is given for unused dives, unused Activities, unused days, late arrival, early departure, or a Participant's decision or inability to participate, including on medical or fitness grounds.

7. Cancellation and alteration by Dive Timor

7.1 Diving and boat Activities are weather and sea dependent. Dive Timor may alter dive sites, timings, vessels, routes and the order of Activities where required by weather, sea state, visibility, tides, vessel or equipment condition, staff availability, port or government direction, or the safety of any person. Such alterations are not a breach of contract and do not entitle the Client to a refund.

7.2 Where Dive Timor cancels an Activity outright for reasons within its control, it will offer, at the Client's election, an alternative date, a credit valid for 12 months from the date of the cancelled Activity, or a refund of the amount paid for the cancelled Activity. This is the limit of Dive Timor's liability for such cancellation. Cancellation due to weather, sea conditions or other events beyond Dive Timor's reasonable control is governed by clause 15.1.

7.3 Dive Timor may cancel a booking that does not reach the minimum number of Participants stated on the invoice, in which case clause 7.2 applies.

7.4 Dive Timor is not liable for the cost of flights, accommodation, transfers or other arrangements the Client makes independently, whether or not made in reliance on a booking.

8. Certification, experience and medical fitness

8.1 Each Participant must present a valid recognised certification card and, on request, a logbook, before diving. Dive Timor may require a check dive, a refresher, or a guided dive at the Client's cost where a Participant has not dived recently or where competence cannot be demonstrated.

8.2 Each Participant must complete a medical statement and liability release before any in-water Activity. A Participant who answers positively to any medical question must provide written clearance from a physician. A Participant who declines to sign the required forms may not take part and no refund is due.

8.3 Certain sites, depths and courses require a specified certification level, minimum age and minimum logged dive count. Dive Timor is not obliged to supply an Activity to a Participant who does not meet those requirements, and no refund is due in that event.

8.4 Participants must disclose any medical condition, medication, injury or pregnancy that may affect fitness to dive or to travel by boat. Non-disclosure is at the Participant's own risk.

8.5 Clauses 8.1 and 8.3 apply to Diving Activities. A Participant on a Surface Activity is not required to hold a diving certification, but clauses 8.2 and 8.4 and sections 10 and 13 apply to every Participant.

9. Insurance

9.1 Dive Timor strongly recommends that every Participant holds comprehensive travel insurance covering medical costs, repatriation, emergency evacuation and travel disruption, including weather-related cancellation. Such cover is not a condition of booking, but a Participant who travels without it does so at their own risk and remains personally liable for any costs incurred. Participants on a Diving Activity must additionally hold diving accident insurance covering hyperbaric (recompression chamber) treatment.

9.2 Participants are advised that hyperbaric and specialist medical facilities in Timor-Leste are limited and that treatment may require evacuation overseas at very significant cost. Dive Timor does not meet, advance or guarantee those costs.

9.3 Dive Timor may require evidence of insurance before an Activity commences.

10. Safety and conduct

10.1 Participants must follow all briefings, dive plans, vessel safety instructions and directions given by Dive Timor staff, and must dive within the limits of their certification, training and experience.

10.2 The dive guide, instructor or vessel captain has absolute discretion to refuse, shorten or terminate any dive or Activity, or to refuse participation by any person, on safety grounds. No refund is due where this discretion is exercised.

10.3 Alcohol is prohibited before and during an Activity and until all in-water activities for that day have finished. Thereafter Participants are expected to consume alcohol responsibly, having regard to any Activity scheduled for the following day. Recreational drugs are prohibited at all times. Dive Timor may refuse participation to any person who appears to be under the influence of alcohol or drugs, and no refund is due in that event. Participants must observe published no-fly and altitude intervals after diving; Dive Timor is not liable for onward travel affected by these intervals.

10.4 Dive Timor may remove from an Activity any person whose behaviour endangers themselves, others, the vessel or the marine environment, or who causes serious nuisance. No refund is due and the Client remains liable for the full invoice total.

11. Equipment

11.1 Hired equipment remains the property of Dive Timor and must be returned at the end of the Activity in the condition supplied, fair wear and tear excepted.

11.2 The Client is liable for the repair cost, or the full replacement cost, of equipment lost, damaged or not returned, and authorises Dive Timor to invoice that amount separately.

11.3 Participants using their own equipment are responsible for its condition, servicing and suitability. Dive Timor may refuse the use of equipment it considers unsafe.

12. Marine environment and permits

12.1 Participants must not touch, stand on, collect, feed or remove any marine life, coral or artefact, and must comply with all rules applying to marine protected areas and national parks.

12.2 Park entry fees, permits and site fees applicable to the Activity are included in the invoiced price unless the invoice states otherwise.

13. Whale and dolphin watching and other Surface Activities

13.1 Whale and dolphin watching is supplied on a sightings-not-guaranteed basis. Cetaceans and other marine wildlife are wild animals in open water. Dive Timor does not warrant that any species will be encountered, or encountered at any particular distance, duration or number, and no refund, credit or part-refund is due where few or no animals are seen.

13.2 Cetacean activity in Timor-Leste waters is seasonal and varies from year to year. Any season, migration period or species list indicated by Dive Timor is a guide based on previous years and is not a representation as to what will be seen on a given date.

13.3 The vessel captain determines the route, the approach distance, angle and duration of any encounter, and may break off an encounter at any time. Participants must comply with all applicable Timor-Leste regulations and responsible viewing practice, and must not feed, touch, chase or attempt to ride any marine mammal. Noise, movement and flash photography must be kept to the minimum directed by the crew.

13.4 Participants must not enter the water in the presence of marine mammals unless the Activity expressly includes an in-water encounter and the captain has authorised entry. An in-water encounter will only be offered where sea conditions and Dive Timor's ethical whale-watching guidelines permit, and is never guaranteed. Where an in-water encounter is offered it is a snorkelling Activity: Participants must be competent swimmers, must wear the flotation and exposure protection directed by the crew, and must remain with the designated guide.

13.5 Surface Activities involve extended periods at sea in open water and in swell. Participants who are prone to seasickness, who are pregnant, or who have back, neck, cardiac or mobility conditions should notify Dive Timor before booking. Other than in an emergency or at the captain's discretion, Dive Timor is not obliged to return to shore before the scheduled end of a trip, and no refund is due to a Participant who is unwell, who does not take part, or who leaves the Activity early.

13.6 The minimum age for whale and dolphin watching trips is 6 years. A Participant under 18 must be accompanied by a parent or guardian, who remains responsible for that Participant throughout the Activity.

14. Assumption of risk and liability

14.1 Scuba diving, freediving, snorkelling, wildlife encounters and boat travel carry inherent risks, including risks of decompression illness, barotrauma, drowning, marine life injury, seasickness, vessel incident, and injury or death. Each Participant accepts those risks voluntarily.

14.2 To the fullest extent permitted by law, Dive Timor is not liable for indirect or consequential loss, including loss of enjoyment, missed flights or connections, or additional accommodation and travel costs.

14.3 To the fullest extent permitted by law, Dive Timor's total liability arising out of a booking is limited to the amount actually paid by the Client to Dive Timor for the Activity concerned.

14.4 Dive Timor is not liable for loss of or damage to a Participant's personal property, including cameras and dive computers, however caused.

14.5 Nothing in these terms excludes liability that cannot lawfully be excluded.

14.6 These terms apply in addition to, and not in substitution for, any liability release or assumption of risk form required by a training agency, which each Participant must sign separately.

15. Force majeure

15.1 Dive Timor is not liable for failure or delay in performance caused by events beyond its reasonable control, including severe weather, sea conditions, natural disaster, epidemic, civil unrest, strike, port or airport closure, government restriction, or failure of utilities or transport. Where possible Dive Timor will offer an alternative date or a credit equal to the amount paid for the cancelled Activity, valid for 12 months from the date of the cancelled Activity and redeemable against any Activity supplied by Dive Timor; refunds are at Dive Timor's discretion and net of costs already committed.

16. Complaints

16.1 Any complaint should be raised with Dive Timor staff immediately so that it can be addressed during the Activity, and confirmed in writing within 14 days of the end of the Activity. Complaints raised after that period may not be considered.

17. Personal data and media

17.1 Dive Timor collects and holds personal, contact, medical and certification data solely for the purpose of delivering the Activity safely, meeting legal and insurance obligations, and maintaining accounting records. Data is not sold or released to third parties except where required by law or in a medical emergency.

17.2 Dive Timor may photograph or film Activities and use the images for promotional purposes. A Participant who does not consent should notify Dive Timor in writing before the Activity.

18. Governing law

18.1 These terms and any booking are governed by the laws of the Democratic Republic of Timor-Leste, and the courts of Dili have exclusive jurisdiction.

18.2 If any provision is held unenforceable, the remaining provisions continue in force.

18.3 Where these terms are supplied in more than one language, the English version prevails.

PAYMENT DETAILS

Bank name	BNU Timor (Banco Nacional Ultramarino)	**Account name**	Dive Timor LDA
Bank address	Rua 25 de Abril, n.° 6, Dili, Timor-Leste	**Account number**	01368641010001
Bank phone	+670 330 0000	**IBAN**	TL38 0020 1368 6410 1000 162
Currency	United States Dollars (USD)	**BIC / SWIFT**	CGDITLDI

Payment reference: please quote your invoice number so we can match your payment. **Remittance advice:** please email a copy of your transfer receipt to info@divetimor.com. All bank, correspondent bank and card processing charges are for the account of the payer.