



Terms and Conditions T.T.M.

ARTICLE 1. CREATION AND CONTENT AGREEMENT

Article 1, section 1 The agreement is created by acceptance of the traveler of the offer of the tour operator. The acceptance can take place either directly or through intervention of a booking office. This is possible by phone, by letter or through email where one accepts these terms and conditions.

Article 1, section 2 A person acting on behalf or for the benefit of another person who enters into this contract, is severally liable for all obligations arising from this agreement.

Article 1, section 3 Travel time and departure in the publication are given in days, the day of departure and arrival count as whole days. Times are subject to change.

Article 1, section 4 The tour operator is not responsible for photos, brochures and other information, provided under the responsibility of third parties.

ARTICLE 2. PAYMENT

Article 2, section 1 Upon receipt of the travel contract or invoice, a deposit of 25% of the total agreed fare has to be paid unless agreed otherwise.

Article 2, section 2 The remaining amount must be in the possession of TTM at least 60 days before the day of departure. In case of late payment, the traveler is in neglect. If payment is not forthcoming after summing, the contract is deemed to be canceled on the day of neglect. The tour operator has the right to charge the corresponding cancellation charge. In such case the provisions of Article 6 shall apply and the funds already paid will be settled with the cancellation charge.

Article 2, section 3 If the agreement within 60 days prior to the day of departure is established, the total amount must be paid immediately.

ARTICLE 3. TRAVEL SUM, ADMINISTRATION

Article 3, section 1 The published price is based on prices, exchange rates, levies and taxes as known by the tour operator at the time and date of publication. Prices are per person in U.S. dollars, unless otherwise indicated.

Article 3, section 2 The tour operator has the right to increase the fare until 10 days before the start of the journey if changes in transport costs (including fuel costs), levies, taxes and exchange rates give reason to raise the fare. The tour operator will indicate how the increase was calculated.

Article 3, section 3 The traveler has the right to reject the increase in price as stated in the preceding paragraph. The traveler has to use this right within 3 days of receiving the price raise. If the traveler rejects the price raise, the tour operator has the right to cancel the agreement. The tour operator has to use this right within 7 working days after being informed by the traveler. If the tour operator cancels the agreement, he has to refund the already paid sum.

ARTICLE 4. TRAVEL DOCUMENTS

Article 4, section 1 The traveler has to be in possession of a valid passport upon departure and during the journey.

Article 4, section 2 If the traveler reserves a dive package, the traveler should be in possession of a valid diving certificate and logbook and be medically fit for diving.

Article 4, section 3 Consequences and damages which arise by non-compliance with the above conditions are for the cost of the traveler.

ARTICLE 5. REPLACEMENT OF TRAVELER

Article 5, section 1 Before the start of the journey, the traveler can be replaced by another. This is subject to the following conditions: a. the request is made 7 days before departure or so early that the acts and formalities can be carried out, and b. meets all the other conditions governing the contract,



and c. the terms of the service providers involved in the execution did not oppose this in-the-substitution.

Article 5, section 2 The applicant, the traveler and the substitute are jointly and severally liable to the organizer for the payment of the outstanding part of the fare.

ARTICLE 6. CANCELLATION BY THE TRAVELLER

Article 6, section 1 If a reservation is canceled for any traveler, the following cancellation fees will apply.

- a. cancellation up to the 90th day (exclusive) before the departure: 25% of the fare;
- b. cancellation from the 90th day (inclusive) until the 60th day (exclusive) before the departure: 50% of the fare;
- c. cancellation from the 60th day (inclusive) or later: the full fare

Article 6, section 2 Cancellation by the traveler will only be processed on working days during office hours and can be done by registered letter or by email which is confirmed by T.T.M. Cancellations outside of these hours will be deemed to be effected on the next working day.

ARTICLE 7. CANCELLATION BY THE TOUR OPERATOR

The tour operator has the right to cancel the agreement with immediate effect if the number of applications is less than the minimum number specified in the publication. The cancellation must be within the period mentioned in the publication and writing. Payments made will be refunded to the traveler immediately.

ARTICLE 8. CHANGE, POSSIBLY FOLLOWED BY CANCELLATION BY THE TOUR OPERATOR

Article 8, section 1 The tour operator has the right to change the travel agreement on one or more essential points due to serious circumstances. These serious circumstances are thus that it cannot be expected of the tour operator he is bound to the agreement.

Article 8, section 2 The tour operator has the obligation to inform the traveler within 48 hours (2 days) after the significant circumstances have occurred and has to come with an alternative offer within this period. This obligation shall be forfeit if the cause of the change is the responsibility of the traveler. The traveler may reject the change. The alternative offer has to be at least equivalent to the original offer. The equivalence of alternative accommodation should be judged by objective standards.

Article 8, section 3 If the offer referred to in section 2 is rejected by the traveler or not made by the tour operator, section 5 shall apply.

Article 8, section 4 The tour operator may change the agreement on a non-essential point. In that case, the traveler can only reject the change if the change is a disadvantage to him and of more than limited magnitude.

Article 8, section 5

The traveler who exercises his right to reject the change or alternative offer from the previous paragraphs must do this within 3 working days after receiving the notice of the alteration. In that case, the tour operator may terminate the agreement with immediate effect. The tour operator has the right to do so within 7 working days after receiving the rejection from the traveler. The passenger is in that case entitled to remission or refund of the fare (or, if the trip has already been partially completed, reimbursement of a proportionate part thereof) within 2 weeks.

ARTICLE 9. DISCLAIMERS AND LIMITATIONS OF LIABILITY TOUR OPERATOR

Article 9, section 1 If the tour operator is liable for the damage suffered by the traveler, its liability will be limited to 1000usd per traveler. Damage which is covered by a travel and / or cancellation insurance is not eligible for compensation.

Article 9, section 2 If T.T.M. is liable for loss of travel enjoyment, the compensation shall not exceed the travel sum paid to T.T.M..



Article 9, section 3 Except as discussed in these articles, the liability of the operator is limited to a maximum of three times the price per traveler.

Article 9, section 4 In Article 9 discussed exclusions and / or limitations of liability shall also apply to employees of the tour operator, the bookings offices, the travel agencies, the agencies and relevant service providers and their staff, unless a treaty or law excludes this liability.

ARTICLE 10. OBLIGATIONS OF THE TRAVELLER The traveler is obliged to comply with all instructions of the organizer to facilitate the proper execution of the trip and is liable for damages caused by his improper behavior. If the traveler is a nuisance or hinders a good performance of the tour operator, the traveler can be excluded for the rest of the trip. All resulting costs shall be borne by the traveler, unless it is not the traveler's fault.

ARTICLE 11. INTEREST AND COLLECTION COSTS In the absence of a timely payment of the traveler, the tour operator will charge 1% interest for every month or part of a month the payment is late.

ARTICLE 12. COMPLAINTS

Article 12, section 1 If, despite all efforts and concerns expressed by T.T.M., a traveler has detected a fault and wishes to file a complaint, then the complaint has to be done as soon as possible and submitted to the local representative of T.T.M..

Article 12, section 2 If the issue is still not satisfactorily resolved, and gives rise to a complaint, the traveler has the possibility to write and motivate as soon as possible, within one month after returning home, a complaint to the tour operator.

Article 12, section 3 The agreements between the traveler and T.T.M. be governed by Maldivian law.