



**COIBA DIVE EXPEDITIONS** Terms and Conditions covering all aspects of reserving and paying for your expedition.

**Prices published are per person and are based on two people sharing a cabin.**

## 1. Inclusions and Exclusions

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### Included in Trip

- Ground transfers from Tocumen International Airport to hotel (not included on 2012 expeditions)
- One night stay in 3 star category hotels (not included on 2012 expeditions)
- Transportation by coach to Puerto Mutis, Province of Veraguas.
- Expedition cruise aboard MV. Yemaya
- Three meals per day, snacks and non-alcoholic drinks are included.
- Dive master service;
- Action-packed diving with three to four dives per day.
- Tanks, Air fills and Weights.
- Use of Kayaks and Snorkeling equipment aboard.
- All land trips during expedition.
- Return transfer by coach from Puerto Mutis to Panama City.
- We accept Cash aboard. Unfortunately, we do not accept Credit Cards or traveler checks aboard at this time.

### Not Included in Trip

- International and domestic air transportation.
- Meals ashore before and after the cruise nor in hotel first night.
- Travel and Dive insurance.
- Dive equipment rental.
- Nitrox Fills Package (\$100 per person per Expedition)
- Additional Private tours.
- On-board telecommunications
- On-board alcoholic beverages except water, tea, coffee and soft drinks. Alcoholic beverages are for sale aboard at very reasonable prices. Clients may bring their own bottles of Wine, Whiskey and other alcoholic beverages. For corkage fee we charge 23 USD for a bottle of wine, 55 USD for a bottle of Whisky and 30 USD for a bottle of any other alcoholic beverage (Rum, Vodka, etc.)

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### Coiba Dive Expeditions

Diablo Heights  
Bldg 5051, Office 42  
Panama, Rep of Panama

**Skype:** coibadiveexpeditions

**Phone:** +507 232-7126  
+507 232-0216

**Fax:** +507 232-0217

<http://www.coibadiveexpeditions.com>  
[info@coibadiveexpeditions.com](mailto:info@coibadiveexpeditions.com)



- National Park fees and government taxes. (These fees are used to improve facilities, vigilance and the conservation of the park. Park fees are subject to change without prior notice)

**Coiba park fees:** 20USD per trip per person  
**Malpelo park fees:** 85USD per day per person  
**Cocos park fees:** 35USD per day per person

- Crew gratuities. We leave this entirely to our guest's discretion.

## 2. Reservations

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### 2.1 Reservations

All reservations must be made by email or fax transmission must include your agent reference number and state the cruise number for which the reservation refers, the number of berths required, all passenger names and any special requirements.

### 2.2 Deposits

A deposit of 30% per person to be sent to Coiba Dive Expeditions Bank Account (ref: payment details below) no later than 10 days after the date the reservation is made. If this booking fee is not received within the stated period of time then Coiba Dive Expeditions will automatically offer the berths to other travel and booking agents.

### 2.3 Payment of the Balance

Payment of the balance must be made to your travel agent or direct at least 60 days prior to departure date. If full payment of the balance is not received with by this date then Coiba Dive Expeditions can cancel the booking and enforce cancellation policy as set out in Clause 3.

Park entrance fees for your particular expedition must be cancelled with the payment of your final balance at least 60 days prior to the departure of your selected expedition.

**Coiba park fees:** 20USD per trip per person  
**Malpelo park fees:** 85USD per day per person  
**Cocos park fees:** 35USD per day per person

Payment received after due date for initial deposit, 2nd deposit and outstanding balance will automatically incur an additional charge of 5% of payable amount. This applies for individual, group and full boat charter bookings.

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## 2.4 Short notice Reservations

Full payment must be made at the time of booking if the reservation is made less than 60 days prior to departure. Please refer to payment details in Clause 12.

## 3. Modifications to Reservations

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### 3.1 General

If an agent wishes to cancel or change a reservation, in any way, it must be done by facsimile transmission or electronic mail to [info@coibadiveexpeditions.com](mailto:info@coibadiveexpeditions.com). or via fax + (507) 232-0217

### 3.2 Amendment fees.

An administrative charge of 20% of the total invoice will be charged if any changes are made to your booking 90 days or less prior to departure date. The date that Coiba Dive Expeditions receives the alterations to your booking by email, facsimile transmission will be the date used to determine whether a fee will be charged. On Saturdays, Sundays and public holidays the next working day will count.

### 3.3 Cancellation policy.

If the reservation is cancelled 91 days or more prior to the departure date then a US \$300 cancellation fee per person per booking will be deducted from the deposit and the remaining amount returned or credited against any future bookings.

If the reservation is cancelled 90 days or less prior to departure then **no** refund will be made.

The date that Coiba Dive Expeditions receives the alterations to the reservation by electronic mail, facsimile transmission will be the date used to determine whether a fee will be charged. On Saturdays, Sundays and public holidays the next working day will count.

### 3.4 Trip cancellation insurance.

It is highly recommended that all customers be advised to purchase trip cancellation insurance.

### 3.5 Substitute Passengers

If for any reason a passenger cannot make a trip that has already been booked then the reservation can be transferred to another person. The new passenger will be subject to the contract conditions of Coiba Dive Expeditions. Passenger substitution will be allowed up to 3 days prior to the day of departure. Coiba Dive Expeditions takes no responsibility for changes to any bookings not made by Coiba Dive Expeditions on behalf of the passenger (i.e. air tickets, hotel reservation etc.). A fee will be charged pursuant to Clause 3.2.

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## 4. Full boat charter terms

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### 4.1 Number of passengers

The maximum number of passengers is 16.

### 4.2 Published Rates

As set out above in the schedules and rates section.

### 4.3 Schedules and Itineraries

All scheduled cruises can be booked as full-boat charters. There are certain changes to the scheduled itineraries allowed by the chartering customer subject to prior arrangement and approval of Coiba Dive Expeditions. However, the scheduled period of nights and ports of embarkation and disembarkation cannot be altered.

### 4.4 Unscheduled Full Boat Charter Destinations and Itineraries

If the charter is booked to sail outside the scheduled cruise itinerary or to another area then the following terms are applicable:

A charter deposit to be paid as set out in Clause 4.5. A mobilization / demobilization fee will be added to the total cost of the cruise depending on location. The price of this fee will be dependent on the location of the charter and will be given to the client prior to the due date of the deposit.

All domestic fares and transportation costs will be paid by the customers at the published rate.

### 4.5 Charter Deposit

A 5000USD non-refundable deposit will be charged. Payment of the deposit must be made 10 days after the booking is made. Payment details as set out in Clause 12.

### 4.6 Payment and Cancellation Policy

180 days before cruise departure, 25% of the total amount is due. This amount is non-refundable.

60 days prior to cruise departure, full payment of the remaining amount on the invoice is due.

Between 180 and 90 days prior to departure, the number of passengers may be changed; however, no refunds of already received payments will be made. If the charter is cancelled 90 days or less prior to departure, no payments will be refunded.

### Late payment penalty policy

Payment received after due date for initial deposit, 2nd deposit and outstanding balance will automatically

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incur an additional charge of 5% of payable amount. This applies for individual, group and full boat charter bookings.

## **5. Changes to brochure description, rates and transportation costs**

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### **5.1 Changes before conclusion of the contract**

Coiba Dive Expeditions reserves the right to make alterations and changes to brochure information, service descriptions and prices in the brochures and price lists at any time before the time of booking. Should the necessity arise Coiba Dive Expeditions will inform the client or agent prior to entering of the contract. The date the contract is entered is the date that a booking fee is received by Coiba Dive Expeditions.

### **5.2 Changes to price after the contract has been entered**

In rare circumstances it is possible that prices must be increased. The circumstances under which this may occur are as follows:

- Increases in transportation costs (including fuel costs)
- Increases in state taxes and duties (i.e. airport taxes, landing fees, embarkation/disembarkation fees, sales taxes etc.)
- Currency fluctuations.

### **Fuel Surcharge:**

There will be a fuel surcharge of \$100 USD if the oil prices reach \$100 USD/Barrel, a fuel surcharge of \$160 USD if the oil prices reach \$120 USD/Barrel and a surcharge of \$220 if the oil price reaches \$140 USD/Barrel.

This surcharge will be communicated to you a minimum of 15 days prior to departure of the expedition and will be collected On Board or in Panama City by our representative.

This fuel surcharge is valid for the 2011 and 2012 seasons.

### **5.3 Itinerary and transportation changes after booking and before departure**

Coiba Dive Expeditions reserves the right to change the itinerary and particular services if required due to unforeseen or unavoidable circumstances. Coiba Dive Expeditions will make every effort to offer equivalent alternatives of a comparable standard. Coiba Dive Expeditions will inform the agent of such changes at the earliest possible date and the effect they will have on price.

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## 6. Trip cancellation by Coiba Dive Expeditions

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### 6.1 Cancellation for reasons caused by the customer

Coiba Dive Expeditions reserves the right to cancel a booking if actions on the customer's part give justifiable cause to do so. In such instance Coiba Dive Expeditions will refund any payments already made. Further claims against Coiba Dive Expeditions will not be entertained.

### 6.2 Force Majeure and Unpredictable acts of man

Coiba Dive Expeditions reserves the right to cancel a trip for reasons of Force Majeure (i.e. natural disasters, epidemics etc.) or unavoidable acts of man (i.e. war, riots, strikes etc.). In the event of this happening Coiba Dive Expeditions will advise you at the earliest possible date.

### 6.3 Trip cancellation by Coiba Dive Expeditions for other reasons

Coiba Dive Expeditions reserves the right to cancel a trip for other reasons that are unavoidable and will inform the customer at the earliest possible date.

## 7. Changes to the Itinerary and Services

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If Coiba Dive Expeditions deems it necessary to change an itinerary during a trip (i.e. due to weather conditions etc.) and the trip is adversely affected then Coiba Dive Expeditions will refund the difference between the agreed tour price and the services actually provided.

## 8. Trip interruption

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If the customer interrupts or calls short a trip then Coiba Dive Expeditions is not liable to refund any money to the customer. In cases of emergency such as personal illness or accident Coiba Dive Expeditions will assist in all necessary arrangements for the customer's return travel. For such cases we recommend that agents advise the customer to purchase trip interruption insurance.

## 9. Damages resulting from personal injury, illness or death

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Damages resulting from illness, personal injuries or death which may be sustained by reason of, or while engaged on, any trip whether due to the ownership, maintenance, use, operation or control of any aircraft, helicopter, automobile, bicycle, boat, vehicle, hotel, common carrier or any other conveyance used in carrying out these trips.

Coiba Dive Expeditions assumes no liability due to any cause whatsoever whether caused by failure or

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delay or other irregularity, acts or omissions occurring during a trip under which the means of transportation or other service provided thereby is offered or supplied by owners, operators or public carriers for and on behalf of Coiba Dive Expeditions.

Coiba Dive Expeditions shall not be responsible for any injury to person (whether or not resulting in death) or damage to property arising out of any act of war, insurrection, revolt or other civil uprising or military action occurring in the countries of origin, destination or passage.

In case of a medical problem arising during the voyage, either on board or on shore, which results in costs for evacuation, use of aircraft or repatriation, the responsibility for payment of these costs belongs solely to the passenger.

#### **10. Loss or damage to personal belongings**

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Coiba Dive Expeditions does not take any responsibility for loss or damage to guest's personal belongings that are due to Force Majeure causes (refer to Clause 6.2).

#### **11. Disabilities**

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By forwarding of deposit, the agent certifies that the passenger does not have any mental, physical or other condition or disability that would create a hazard for him/her or other passengers. Coiba Dive Expeditions reserve the right to cancel or withdraw any person as a member of the tour at any time.

#### **12. Payment**

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Payment by credit card or electronic wire transfer to Coiba Dive Expeditions bank account.

Wire Transfer to Bank in Germany Send Payment to:

Account Name: Otmar Hanser  
Bank: Volksbank Radolfzell-Konstanz, Lutherplatz 3, 78421 Konstanz, Germany.  
Account Number: 0218591019  
IBAN: DE75692910000218591019  
SWIFT/ BIC: GENODE61RAD

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Wire Transfer to Bank in Panama Send Payment to:

**Eco Development Corp.**

Physical address:

Calle Humberto Zarate # 126 Gamboa, Republic of Panama

Bank: Banco Bilbao Vizcaya Argentaria Panama

ACCT.Nr. 111187-2216-01

SWIFT: BBVAPAPA

Account number of Eco Development: 009-20-010061762-001

Through: BBVA New York, 1345 avenue of the Americas, 45th floor New York NY 10105

SWIFT Code BBVAUS33,

ABA 184

UID 20 6333

Fw 026001847

"Through" means, the money has to pass by the banks main office in USA, through which you make the transaction. The final destination is the BBVA in Panama.

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