TERMS AND CONDITIONS 2027

(Signature required at the end of this document)

By visiting our website www.mantamaria.com, you will find all the information clearly presented and can easily make reservations via email at: info@mantamaria.com.

The website provides information about all the dive sites we visit. Please pay attention to the required certification level when making your reservation and/or a reservation for underage divers.

All services must be paid for in advance by bank transfer or another payment method:

- 50% at the time of booking;
- 50% up to 30 days (thirty days) before the arrival date;
- Extras must be paid for at check-in or check-out;
- All packages are personal and non-transferable.

Cancellation policy: Once a reservation has been made, in the event of a no-show, the full amount is due and no refund will be issued.

If the client fails to attend due to illness and provides a medical certificate confirming that they are unable to participate in the activity, the amount paid may be converted into a voucher for future use (valid for one year).

Dives not carried out after check-in will not be refunded.

Mantamaria always conducts 2 consecutive dives on each outing. Dives not carried out will not be refunded.

- Some dive sites are subject to additional fees;
- **Nitrox:** available subject to availability and advance booking;
- **Offshore dives:** require at least Advanced Open Water Diver certification and/or 25 logged dives (subject to assessment by the Dive Centre Director);
- **Failure to meet the above requirements entails an additional guide service at extra cost (advance booking required). The same applies to JUNIOR OPEN WATER divers.**

Note: Reservations are subject to minimum participant numbers and capacity limits, so confirmation in advance is recommended.

1 – Check-in / Check-out:

- You should report to the Dive Centre, **whenever possible, on the previous day**, or at least one hour before the scheduled departure time;
- You must present your diver certification and personal diving insurance, sign the applicable liability waivers, logbook and booking form, and complete the medical questionnaire. A medical certificate is optional unless specifically required.
- After the reservation has been confirmed, all submitted documents must be signed and sent in advance to info@mantamaria.com;
- Request the necessary equipment (rental);

Mantamaria DIVE CENTER AZORES | Marina de Vila do Porto, 9580-541 Vila do Porto | Santa Maria - Açores | Portugal

info@mantamaria.com | www.mantamaria.com | +351 918685 447 | +351 917 287 286

NIF 509087523 | AT 14|2015|RAA | MT 10|2010

- Divers are advised to have completed dives within the last 6 months. Otherwise, the client may choose to undertake a REFRESH DIVE at an additional cost, with the need for it subject to assessment by the Dive Centre Director.

2 – Equipment:

- The Dive Centre provides equipment for hire. The client must reserve the required equipment in advance and indicate which items are needed at the time of booking.
- In the event of **loss** or **damage** to rented equipment attributable to the client, the client shall be responsible for **paying the corresponding amount in accordance with the internal price list in force on the date of the incident.**

3 – Briefing:

- **The Client must listen carefully to and follow the instructions given by those responsible for the briefing;**
- Briefings may take place at the Dive Centre premises or at the dive site (on the boat), at the discretion of those responsible.

4 – Outings:

- The Dive Centre always conducts **two consecutive dives** on each outing, which may take place in the morning or afternoon;
- Dives not carried out for reasons beyond the Dive Centre's control will not be refunded, transferred or rescheduled;
- The Dive Centre reserves the right to cancel or postpone activities due to unforeseen circumstances, such as weather, logistical or environmental conditions. In such cases, the dive package may be adjusted.

5 – Technical requirements, assumption of risk and liability:

- The Client is responsible for ensuring that they hold appropriate and valid certification for the booked activity, are physically and psychologically fit to participate, and comply with the technical team's instructions, as well as all applicable technical, environmental and legal regulations, including those relating to Marine Protected Areas.
- Mantamaria shall not be liable for damage resulting from failure to follow the technical team's instructions, providing false, incomplete or omitted medical information, or negligent acts attributable to the Client.

6 – Code of Conduct:

- **Any unacceptable behaviour by the Client towards STAFF, other clients, boats, the Dive Centre's facilities or the environment may result in the immediate termination of services, without entitlement to a refund of amounts paid.**
- The Client must accept and respect the Dive Centre team's decisions regarding diving activities;
- Know and comply with diving laws and regulations, including those governing (MPAs) Marine Protected Areas.

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7 – Other activities:

- Activities such as Snorkelling, Island Tours and Short Trips are always subject to minimum participant numbers and favourable weather conditions.

8 – Children Under 16:

- Participation by children under 16 in activities requires written authorisation from their legal representatives, the signing of the relevant liability waivers, and a declaration that the child is physically and psychologically fit to participate in the activity. The legal representatives assume responsibility for the child's participation and declare that they are aware of the conditions and requirements applicable to the activity.

9 – Personal Data Protection (GDPR):

- Mantamaria is responsible for processing the personal data collected, in accordance with Regulation (EU) 2016/679 (GDPR), exclusively for managing reservations and activities, complying with legal obligations, communicating with the Client, and registering participants for training, courses and events;
- The Client may exercise their rights of access, rectification, erasure, restriction or objection by submitting a written request to info@mantamaria.com;
- Images or videos captured during activities require explicit consent and will be used only for Mantamaria's promotional or institutional purposes.

10 – Applicable Law and Jurisdiction:

- This contract is governed exclusively by Portuguese law;
- Any dispute arising from the interpretation, performance or validity of this contract shall fall within the jurisdiction of the Judicial Court of the District of Vila do Porto, with express waiver of any other jurisdiction.

11 – Notes:

- To minimise losses arising from the cancellation or withdrawal from any of the Dive Centre's services, we recommend taking out travel insurance that covers such situations;
- By making a reservation, the Client implicitly accepts the rules set out above.

By signing, I declare that I have read and accept the Terms and Conditions and the data protection policy of Mantamaria Lda., which have been brought to my attention:

Signature: _____

Date: _____ / _____ / _____

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