Ocean Window – General Terms & Conditions

Operated by Ocean Window CO. Travel & Safari Services, Hurghada, Egypt

1. Booking Policy

- The reservation becomes binding upon booking confirmation.
- A 20% deposit is due within 10 days of booking confirmation.
- The remaining balance is due 30 days before departure.
- Bookings made within 30 days of departure require full payment upon booking confirmation.

2. Cancellation Policy

Cancellation fees are calculated as a percentage of the total booked safari price:

- 90 days or more before departure: 20%
- 89–60 days before departure: 50%
- 59–30 days before departure: 80%
- 29 days or less before departure: 100%

All cancellations must be submitted in writing. We strongly recommend comprehensive travel cancellation and diving insurance.

3. Late or Outstanding Payments

If a payment is not received by the specified due date, Ocean Window may issue a payment reminder and provide an additional payment deadline.

If payment remains outstanding, Ocean Window reserves the right to cancel the reservation and apply the applicable cancellation fees, subject to applicable law.

4. Travel Programme and Services

The services included in each safari are specified in the booking confirmation and the respective trip description.

Additional services, such as diving courses, rental equipment, marine park fees, visas and other personal expenses, are not included unless explicitly stated.

Guests are responsible for arranging their arrival at the agreed departure location on time.

5. Local Fees and Additional Charges

Local fees, marine park fees and other mandatory charges not included in the safari price will be clearly stated in the booking details.

Additional services, including rental equipment, diving courses, visa assistance and other optional services, are charged separately unless explicitly included.

Applicable fees and payment methods will be communicated before departure.

6. Late Arrivals and Missed Departures

Guests are responsible for arranging their travel to arrive at the agreed embarkation location on time.

In the event of flight delays, missed connections or other travel disruptions, guests must inform Ocean Window as soon as possible.

The yacht's departure may be subject to port regulations and official sailing permissions. Ocean Window cannot guarantee that departure can be delayed to accommodate late arrivals.

Any additional transfer, accommodation or travel costs arising from a guest's late arrival are the responsibility of the guest, unless otherwise required by law.

7. Itinerary Changes and Diving Conditions

All itineraries and dive sites are subject to weather conditions, sea conditions, safety considerations and local regulations.

Ocean Window reserves the right to modify routes, dive sites, schedules or the number of dives when necessary for safety, operational reasons or instructions from the relevant authorities.

The final itinerary and diving programme are determined by the captain and dive guides, taking into account the prevailing conditions and the experience of the guests.

Specific dive sites, marine life encounters and a fixed number of dives cannot be guaranteed.

Changes required for safety, weather or regulatory reasons do not automatically entitle guests to a refund. Any entitlement to a refund or alternative arrangement remains subject to applicable law.

8. Cancellation or Changes by Ocean Window

Ocean Window reserves the right to cancel a safari if the required minimum number of participants is not reached.

In such cases, guests will be offered an alternative departure or a refund of the safari payments received.

Ocean Window may also offer alternative arrangements, including accommodation aboard a comparable vessel, if circumstances prevent the originally planned safari from operating.

In the event of significant changes to the agreed services, guests will be informed as soon as reasonably possible. Any applicable refund or compensation rights remain unaffected.

9. Booking Changes and Replacement Guests

Requests to change confirmed bookings are subject to availability and approval by Ocean Window.

Guests may request to transfer their booking to another person, provided that the replacement guest meets all travel and diving requirements and the change is accepted by Ocean Window.

Any additional costs resulting from the change are the responsibility of the guest.

10. Group Bookings and Full Charters

For group bookings and full yacht charters, one designated group organiser must act as the main contact person for Ocean Window.

All booking details, guest information, travel arrangements, equipment requests and other requirements must be collected and submitted by the group organiser in a complete and coordinated manner.

Individual requests or changes from group participants should be communicated through the designated group organiser rather than submitted separately.

The group organiser is responsible for ensuring that all participants receive the relevant travel information and booking requirements.

Any responsibility for payments on behalf of other participants must be expressly agreed upon during the booking process.

Full yacht charters may be subject to separate booking, payment and cancellation conditions, which will be provided and agreed upon before confirmation.

11. Diving Requirements and Safety

All divers must hold a recognised diving certification appropriate for the planned diving activities and have sufficient experience for the selected itinerary.

Guests must be medically fit to dive and complete the required diving and medical questionnaires. A medical certificate may be required depending on the information provided or applicable diving standards.

Divers must follow the instructions of the captain, dive guides and crew at all times.

Ocean Window reserves the right to restrict or refuse participation in individual dives if a guest's experience, medical condition, equipment or behaviour presents a safety risk.

No refund will be provided for dives missed voluntarily or due to a guest's failure to meet the stated diving requirements, except where required by applicable law.

12. Diving Equipment and Nitrox

Rental equipment must be requested at least 14 days before departure.

Requests received less than 14 days before departure are subject to availability and cannot be guaranteed.

All equipment sizes and specifications provided at the time of reservation are considered binding. Guests are responsible for providing accurate measurements and selecting the appropriate sizes.

Rental equipment is prepared according to the confirmed reservations. Trying on different sizes or choosing alternative equipment on board cannot be guaranteed.

We particularly recommend bringing your own wetsuit to ensure the best possible fit and comfort.

Guests are responsible for using rental equipment with reasonable care and may be charged for loss or damage caused by negligence or misuse.

Complimentary Nitrox is available to appropriately certified divers, subject to operational availability. In the event of technical problems or other operational restrictions, Nitrox cannot be guaranteed. As Nitrox is provided free of charge, no refund or compensation will be given if it is unavailable, except where required by applicable law.

13. Environmental Protection

Ocean Window is committed to protecting the Red Sea's marine environment.

All guests must respect marine park regulations and follow responsible diving practices.

Touching, collecting or damaging coral, disturbing or feeding marine animals, removing marine life or disposing of waste in the sea is strictly prohibited.

Guests must maintain appropriate buoyancy control and avoid any unnecessary contact with the reef or marine life.

The captain and dive guides reserve the right to restrict participation in diving activities if environmental or safety regulations are violated.

14. Travel Documents and Insurance

Guests are responsible for ensuring that their passports, visas and other required travel documents are valid and comply with Egyptian entry regulations.

Comprehensive travel and diving insurance is strongly recommended, including coverage for diving accidents, emergency medical treatment, hyperbaric chamber treatment, evacuation and repatriation.

Ocean Window cannot be held responsible for additional costs arising from missing or invalid travel documents, except where required by applicable law.

15. Unused Services and Early Departure

No refund is normally provided for services not used voluntarily, including missed dives, late arrival, early departure or personal changes to travel arrangements.

Where services cannot be provided for reasons attributable to Ocean Window, any refund or compensation will be assessed in accordance with applicable law and the circumstances of the booking.

16. Guest Responsibilities and Conduct

Guests are expected to follow all safety instructions and respect fellow passengers, crew members, the vessel and the marine environment.

Ocean Window reserves the right to exclude guests from activities or, in serious cases, terminate their participation if their behaviour endangers others, seriously disrupts the safari or violates safety regulations.

Any resulting additional travel costs are the responsibility of the guest, subject to applicable law.

17. Liability and Complaints

Ocean Window is responsible for providing the services agreed in the booking confirmation with reasonable care and attention.

Guests should immediately report any problems or complaints to the cruise director, captain or responsible crew member so that an appropriate solution can be sought during the safari.

Any limitations of liability are subject to applicable law. Nothing in these Terms & Conditions excludes liability that cannot legally be excluded.

18. Force Majeure

Ocean Window cannot guarantee the scheduled operation of a safari in circumstances beyond its reasonable control, including severe weather, natural disasters, government restrictions, port closures, security emergencies or other extraordinary events.

In such situations, Ocean Window will make reasonable efforts to provide alternative arrangements.

Refunds, additional costs and any contractual obligations will be handled according to applicable law and the services already provided.

19. Personal Data

Personal information provided by guests will be used for booking administration, travel arrangements, safety requirements and the organisation of the safari.

Where necessary, relevant information may be shared with authorised service providers or authorities involved in delivering the booked services.

Personal data will be handled in accordance with applicable data protection requirements.

20. Applicable Law

These Terms & Conditions are issued by Ocean Window CO. Travel & Safari Services, Hurghada, Egypt.

The booking contract is subject to the applicable laws and mandatory regulations governing the services provided by the Egyptian operator.

Any disputes will be handled in accordance with the applicable legal requirements and jurisdiction rules.