

Please read these General Terms and Conditions of use carefully before using or obtaining any materials, information, products or services through CruiseMaldives.co.uk Website.

1. Definitions

"Guest" means an individual who can search and purchase Travel related "Products or Services" on the Site without being a Member.

"Member" means an individual who has registered with the Site. Members choose a Member ID and a password.

"Member ID" means the e-mail address you use (with your password) to login to our Site.

"CruiseMaldives.co.uk" or "Tropic X Maldives Pvt Ltd" or "we" means "Tropic X Maldives Pvt Ltd" and its subsidiaries and affiliates.

"Personal Information" means any information, recorded in any form, about an identified individual, or an individual whose identity may be inferred from the information. This includes, for example, name, e-mail and mailing address and telephone number, billing and account information, and other information incidental to providing Products or Services (including information about individuals travelling with you).

"Products or Services" means the live-aboard accommodation, resort accommodation, hotel accommodation, the transfer to and from resorts or live-aboards by speedboat or seaplane, ground transportation, tours, attractions, travel insurance, flights and other items available from the Site.

To "Purchase" means to book, reserve or purchase.

"Site" means the www.tropicalcruise.co.uk site, and their respective sub sites together with the respective content, Products and Services available from these sites and sub sites.

"Subscriber" means an individual who elects to receive offers or promotions from CruiseMaldives.co.uk or Tropic X Maldives Pvt Ltd without becoming a Member or a Guest.

CruiseMaldives.co.uk ("we" or "us") offers access to and use of our site to you subject to your acceptance of these terms and conditions ("Terms"). By accessing, using or obtaining any content, data, materials, information, products or services through our site, you agree to observe these Terms. If you do not accept all of these Terms, then please leave our site now.

2. Ownership

We, along with our accommodation, travel and leisure service and information providers ("Providers"), own and have copyrights on our site and all of its contents. You will not copy, reproduce, republish, upload, post, transmit, distribute, sell, transfer or modify any of the content, data, information or materials found on our site. Trademarks, logos and service marks displayed on our site ("Marks") are our, and our Providers, registered and common law Marks.

Your use of and access to our site do not grant you any license or right to use any of the Marks.

3. Use of site

You may only use our site if you are at least 18 years of age and can enter into binding contracts (our site is not available for use by minors). You are responsible for maintaining the secrecy of any passwords, login and account information. You will be financially accountable for all uses of our site by you and anyone using your password and login information. You may only use our site to make legitimate reservations or purchases. You may not use our site: to make any false, fraudulent or speculative reservation or any reservation in anticipation of demand; to post or transmit any unlawful, threatening, libellous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law; or for any other purpose that is unlawful or prohibited by these Terms. We may, at any time and without advance notice or liability, terminate or restrict your access to all or any component of our site. We will use our reasonable commercial efforts to keep our site available on a 24-hour/7-day-a-week basis, subject to necessary scheduled downtime for maintenance, unscheduled maintenance and system outages. Your access to our site may be interrupted or unavailable at times. We cannot promise that our site will be error-free, that defects or errors will be corrected or that our site or the servers that make it available are free from viruses or other harmful components. You will not use any device, software or routine that interferes or attempts to interfere with the normal operation of our site or take any action that imposes an unreasonable load on our computer equipment.

4. Privacy

Your use of our site is subject to our Privacy Policy. You have read that privacy policy and it is reasonable and acceptable to you. Your acceptance of these Terms is also your consent to the information practices in our privacy policy.

5. Links

Our site may contain links to other sites that we do not operate or control. We are not responsible for these other sites. We provide these links for your reference and convenience. We do not endorse the contents of these other sites. These links are not an indication of our association with the owners or operators of any of these other sites. You are free to access these other sites, but you do so at your own risk.

6. Warranty disclaimer

we make no, and our providers make, no warranty of any kind regarding our site and/or any content, data, materials, information, products or services provided on our site, all of which are provided on an "as is" basis. We expressly disclaim any representation or warranty that our site will be error-free, secure or uninterrupted. We further disclaim any warranty as to the accuracy, completeness and timeliness of any content or information found on our site. we expressly disclaim and our providers expressly disclaim all warranties and conditions, including implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade..

7. Limitation of liability

We will not be, and our providers will not be, responsible or liable for (a) any damages to or viruses that may infect your computer equipment or other property as the result of your access to, use of or browsing in our site or your downloading of any content, information, materials, data, text, images, video or audio from our site or (b) any injury, loss, claim, damage, or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including without limitation lost profits or lost savings), whether based in contract, tort, strict liability or otherwise, that arises out of or is in any way connected with (i) any use of our site or content, data, materials or information found therein, (ii) any failure or delay (including without limitation the use of or inability to use any component of this site for reservations or ticketing), or (iii) the performance or non performance by us or any provider, even if we have been or a provider has been advised of the possibility of damages to such parties or any other party. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, negligence, or under any other cause of action.

If, despite the limitation above, we are or a Provider is found liable for any loss or damage which arises out of or is in any way connected with any of the occurrences described in the limitation above, then our liability and the Providers' liability will in no event exceed, in total, the sum of US\$50.00. Some countries do not allow the limitation of liability, so the limitations above may not apply to you.

8. Indemnification

You will defend and indemnify us and any Provider and each of our officers, directors, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, brought by you or on your behalf in excess of the liability described above or by third parties as a result of your breach of these Terms or the documents made part of these Terms by reference, your violation of any law or the rights of a third party or your use of our site.

9. General

The headings in these Terms are for your convenience and reference. These headings do not limit or affect these Terms. Your acceptance of these Terms and use of our site do not create a joint venture, partnership, employment or agency relationship with us. You may not assign, delegate or transfer your rights or obligations under these Terms. We may modify these Terms, at any time, by posting conspicuous notice on our site at least thirty (30) days before any modification becomes effective. Your continued use of our site, following the posting of conspicuous notice of any modification, will be subject the Terms in effect at the time of your use. You will review these Terms periodically. Your continued use of our site, following the posting of conspicuous notice of any modification, will be your acceptance of the modified Terms. Except as described in the preceding sentences, you and we can only modify these Terms in a written document signed or otherwise accepted by you and by us. Other terms and conditions may apply to your reservations, bookings and purchases of travel services through our site and to your use of other portions of our site. You will observe these other terms and conditions. If we fail to act with respect to your breach or anyone else's breach on any occasion,

we are not waiving our right to act with respect to future or similar breaches. Should a court find any of these Terms to be unenforceable or invalid, that Term will be enforced to the fullest extent permitted by applicable law and the other Terms will remain valid and enforceable. These Terms, together with those items made a part of these terms by reference, make up the entire agreement between us relating to your use of our site, and replaces any prior understandings or agreements (whether oral or written) regarding your use of our site. The laws of the Maldives without regard to its conflict of laws rules, will govern these terms and conditions, as well as your and our observance of them. If you take any legal action relating to your use of our site or these Terms, you agree to file such action only in the capital of Maldives - Male.' In any such action or any action we may initiate, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to costs, both taxable and non-taxable, and reasonable attorneys' fees.

It is important to note, that all the bookings with CruiseMaldives.co.uk are subject to the terms and conditions and limitations of liability imposed by airlines, resorts or live-aboards, hoteliers and other service providers including but not limited to transfer operators, resorts and restaurant operators, dive centers, dive guides, surf guides whose services we utilize, some of which limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage.

*We strongly recommend that you take out insurance against these risks.

We always do our best to make sure that your holiday arrangements are satisfactory and we accept liability for, but only to the extent of any loss or damage sustained by you as the result of our negligence or that of our employees or agents.

However, we cannot accept any liability of whatever nature for the acts, omissions or default, whether negligent or otherwise of those airlines, resorts or live-aboards, hoteliers and other service providers including shipping companies, hoteliers or any other persons providing services in connection with your holiday pursuant to contract between themselves and yourself (which may be evidenced in writing by the issue of a ticket, voucher, coupon, or the like) and over whom we have no direct and exclusive control.

We do not accept any liability in contract or in tort for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which are beyond our control, or which are not preventable by reasonable diligence on our part including but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government or of any authorities, accidents to or failure of machinery or equipment or industrial action (whether or not involving our employees and even though such action may be settled by acceding to the demands of a labour group)

10. Supplier terms and conditions

You agree to abide by the terms or conditions of purchase imposed by any supplier with whom you elect to deal.

Disclaimer

Neither CruiseMaldives.co.uk nor our accommodation providers - hotels, resorts, live-aboard

providers and airlines make any promises or guarantees as to the accuracy, completeness, or adequacy of any information on this site, and CruiseMaldives.co.uk and the our providers expressly disclaims liability for any errors and omissions.

Any further discussion needed regarding refunds, please contact CruiseMaldives.co.uk Customer Service at cruise@cruisemaldives.co.uk

11. Contact information

If you have any questions or concerns with respect to our Terms & Conditions Policy, you should first contact the CruiseMaldives.co.uk sales department by writing to us at cruise@cruisemaldives.co.uk. We will attempt to respond to your questions or concerns promptly after receiving them.

E-mail:

cruise@cruisemaldives.co.uk

Mailing address:

Tropic X Maldives Pvt Ltd.

Trading as CruiseMaldives.co.uk

Chaandhanee House, Gulhi

Malé Atoll, Maldives

Tel: (960) 777 6483

Fax: (960) 333 2511

Booking, payment, cancellation, & booking amendment policies:

Booking & payment policy:

Please note that before entering the Maldives your passport must be valid for at least 6 months beyond the period of your stay

1. Payment can be made securely online through [Paypal](#) using Visa, Master Card, & American Express. Alternatively, a bank cheque or telegraphic money transfer for the full amount of the holiday is an accepted form of payment.

2. Once we receive your booking request we will contact you to confirm room/cabin availability according to your holiday request. A deposit of 50% of the total holiday package price will be

automatically be debited from your credit card upon confirmation of the booking. If the booking is made within 10 weeks of your arrival, the full amount of the holiday package price will be automatically debited from your credit card upon confirmation of the booking. You will be advised when these transactions occur and you will be issued with a 'Booking Reference Number' (BRN). Should you choose to pay by bank cheque or telegraphic money transfer, your reservation will be held for a period of 14 days, and confirmed only after we receive the full payment for your holiday package at which time you will be issued with a 'Booking Reference Number' (BRN). If the full payment is not received 30 days prior to your arrival date, your booking will be cancelled automatically. Reservations made within 30 days of commencing your holiday need to be paid in full by credit card immediately.

3. Any balance remaining from the total holiday package price will be automatically debited from your credit card 10 weeks before arrival in the Maldives.

4. Once payment of the full amount of the holiday package has been received by CruiseMaldives.co.uk your booking will be re-confirmed and you will be issued with duplicate copies of the 'accommodation' vouchers via email or fax. The originals will be handed to you on your arrival in Male' by our airport customer service representatives.

Cancellation policy:

1. Refunds

Refunds will apply for holidays being cancelled according to the amount of notice being given to CruiseMaldives.co.uk:

More than 10 weeks

Loss of deposit

10 weeks - 8 weeks

50% of total holiday price

8 weeks - 6 weeks

75% of total holiday price

6 weeks or less

100% of total holiday price

A reservation will only be considered cancelled if you have received a cancellation number from our sales reservation centre.

2. Deposits

All deposits paid for holiday product or services including accommodation, transfers and supplements are non-refundable.

No-shows and Early Departures will be charged 100% of the total holiday price.

3. Notification

Cancellation notification needs to be received by CruiseMaldives.co.uk in writing: cruise@cruisemaldives.co.uk or via fax +960 3332511.

Booking amendment policy

1. Amendments

Where you have booked and received confirmation for a holiday product or services through CruiseMaldives.co.uk and you wish to amend the purchase in some way, we will make every effort to accommodate your revised requirements. Our ability to accommodate your requests will depend on a number of factors including: the amount of time available from when you initially advised CruiseMaldives.co.uk of the amendment to the date of commencement of the holiday; the nature of the amendment request; the time of the year; the scarcity of a particular product and our ability to source an alternate holiday product or service. In some cases, it will not be possible to fulfil your wishes due to the terms and conditions imposed by our accommodation and service providers

For these reasons, we urge you to be extremely thorough and check all details relating to your choice of holiday product or services prior to finalizing a purchase.

All amendment will incur a one off handling administration fee of \$150 together with any additional charges associated with the amendment.

2. Withdrawal of Holiday Products & Services

For whatever reason, CruiseMaldives.co.uk reserves the right to withdraw or cancel a holiday product or service. Should the situation arise where we are required or need to cancel a reservation or withdraw a holiday product or service for any particular reason, we will contact you as soon as possible and do our utmost to make satisfactory alternate arrangements for you. In the first instance, we will provide you with the option to choose a similar holiday to the original package and pay, or receive a refund of any price difference. If this is unsuitable, we will provide you with a full refund.

Pricing

1. Pricing Accuracy

Holiday products or services including airfares, accommodation, transfers and supplements are based on airfares, exchange rates and land and sea costs current at the time of printing . CruiseMaldives.co.uk reserves the right to amend such prices prior to the departure of any tours should any fluctuations in currency, increases in fuel costs, airfares, ground operator services or variation of the number of travellers occur.

2. Credit Card Charges

CruiseMaldives.co.uk website has been designed to provide you with a complete breakdown of the costs associated with your chosen holiday package. We will add a 4% surcharge for using a credit card to pay for your holiday.

Complaints

CruiseMaldives.co.uk strives to ensure your holiday will be an enjoyable, rewarding and memorable experience. Should you for any reason be dissatisfied with any aspect of your holiday on a live-aboard, please address your concerns to us by email to cruise@cruisemaldives.co.uk . Any unresolved complaints need to be submitted in writing to CruiseMaldives.co.uk within 21 days of departing from the Maldives. We will not accept any complaints or be responsible for complaints lodged after this date nor will we consider any complaint that has not been reported to us.