



GENERAL BOOKING POLICIES



TABLE OF CONTENTS

<i>Welcome</i>	3
1. RESERVATIONS	3
2. PAYMENT POLICY	4
3. CANCELLATIONS AND MODIFICATIONS	5
4. CHANGES TO THE RESERVATION	7
5. ADDITIONAL FEES AND CHARGES	8
6. DIVING REQUIREMENTS	9
7. INSURANCE	10
8. PASSENGER RESPONSIBILITIES	11
9. TRIP OPERATION	11
10. FORCE MAJEURE	12
11. MODIFICATION OF TERMS AND CONDITIONS	13
12. CONTACT US	13

Welcome

Thank you for choosing **Valentina Liveaboard!**

Our commitment is to offer safe, memorable diving expeditions operated with the highest standards of quality, professionalism and hospitality.

These ***Terms and Conditions*** set out the general policies applicable to all bookings made with Valentina Liveaboard.

The specific conditions of each trip, including fares, payment schedule, promotions, exchange rate, contracted services and any particular conditions, will be indicated in the corresponding Booking Confirmation.

In the event of any difference between these Terms and Conditions and the Booking Confirmation, the specific conditions set out in the Booking Confirmation for such booking shall prevail.

1. RESERVATIONS

1.1 Quotes

All quotes issued by Valentina Liveaboard are valid for **seven (7) calendar days**, unless a different period is expressly indicated.

Once the quotation expires, rates and availability may be modified without prior notice.

The issuance of a quote does not constitute a booking confirmation.

1.2 Reservation of Spaces

Once the corresponding invoice has been issued, the spaces will remain reserved for a maximum period of **seven (7) calendar days**, pending receipt of the corresponding deposit.

In case of not receiving payment within this period, Valentina Liveaboard may release the reserved spaces without prior notice and put them up for sale again.

1.3 Booking Confirmation

A reservation will be considered confirmed only when the following conditions are met:

- The corresponding deposit has been received, in accordance with the Booking Confirmation.
- Valentina Liveaboard has issued the written confirmation.
- The requested space has been officially allocated.

Until that time, the availability of the spaces cannot be considered guaranteed.

1.4 Communication

Any request related to a reservation, including date changes, passenger modifications, cancellations or any other administrative procedure, must be made in writing.

For administrative purposes, only confirmations, modifications or cancellations issued in writing by Valentina Liveaboard will be valid.

2. PAYMENT POLICY

2.1 Payment Schedule

The payment schedule applicable to each reservation will be indicated in the **corresponding Booking Confirmation**.

Each passenger, group or agency must make payments according to the dates established in said calendar.

The total payment of the reservation must be paid **ninety (90) calendar days before the departure date**, unless the Booking Confirmation expressly indicates a different period.

2.2 Partial Payments

Valentina Liveaboard accepts partial payments according to the payment schedule established for each reservation.

The passenger may settle the full balance of their reservation at any time prior to the final payment deadline, without incurring additional charges or penalties.

Payments may be made using any of the payment methods authorized by Valentina Liveaboard.

2.3 Overdue payments

In the event that a payment is not received by the established date, Valentina Liveaboard will send one or more reminders to the passenger or the agency responsible for the reservation.

As long as there is communication and a reasonable commitment to pay, Valentina Liveaboard may grant an extension, in its sole discretion.

If after **fifteen (15) calendar days** from the first payment reminder the corresponding payment or communication has not been received from the passenger or the agency, Valentina Liveaboard may cancel the reservation and apply, where appropriate, the **corresponding Cancellation Policy**.

2.4 Bank charges

All bank charges, transfer fees, exchange differences, or any other charges incurred by the financial institution used to make the payment will be the responsibility of the sender.

Valentina Liveaboard must receive the net amount corresponding to the amount indicated on the invoice or in the **Booking Confirmation**.

2.5 Currency and Exchange Rate

All rates published by Valentina Liveaboard are expressed in **US Dollars (USD)**.

As a convenience for our passengers and agencies in Mexico, Valentina Liveaboard will be able to accept payments in **Mexican Pesos (MXN)**.

For each reservation, an exchange rate will be established at the time of confirmation, which will remain in force throughout the payment process of said reservation.

The exchange rate will be determined exclusively by Valentina Liveaboard and will be informed in the **corresponding Booking Confirmation**.

3. CANCELLATIONS AND MODIFICATIONS

3.1 Request for Cancellation

Any cancellation request must be made in writing by the passenger, travel agency or representative responsible for the reservation.

Cancellation will be deemed **effective only once it has been received and confirmed in writing by Valentina Liveaboard**.

Applicable penalties will be determined based on the date Valentina Liveaboard receives the cancellation request and in accordance with the policies set forth in these Terms and Conditions.

3.2 Cancellation Policy – Individual Bookings

The following penalties apply to individual reservations and are calculated on the **total value of the total trip price**, regardless of the amount paid at the time of cancellation.

DEPARTURE ANTICIPATION	CANCELLATION FEE
12 months or more before the scheduled trip date	No penalty. The initial deposit is non-refundable.
From 12 months to 181 days before the scheduled trip date	25% of the total value of the trip
From 180 to 91 days before the scheduled trip date	50% of the total value of the trip
90 days or less before the scheduled trip date	No refunds for cancellations

3.3 Cancellation Calendar – Group Bookings

The following penalties apply to group bookings and are calculated on the **total value of the total trip price corresponding to the cancelled spaces**.

DEPARTURE ANTICIPATION	CANCELLATION FEE
12 months or more before the scheduled trip date	No penalty. The initial deposit is non-refundable.
From 12 months to 181 days before the scheduled trip date	25% of the total value of the trip
From 180 to 91 days before the scheduled trip date	50% of the total value of the trip
90 days or less before the scheduled trip date	No refunds for cancellations

** The confirmation deposit is non-refundable.*

3.4 Rescheduling the Trip

Whenever the conditions of the reservation, availability and applicable policies allow it, **Valentina Liveaboard may offer the rescheduling of the trip as an alternative to the definitive cancellation of the reservation.**

Each request will be evaluated individually and will be subject to availability, current fares and the conditions applicable to the new trip.

The possibility of rescheduling a reservation does not constitute an obligation on the part of Valentina Liveaboard nor does it replace the cancellation policies established in these Terms and Conditions.

3.5 Refunds

Any refund authorized by Valentina Liveaboard will be calculated after the applicable penalties set forth in this policy have been applied.

Refunds, where applicable, will be made using the same method of payment used for the reservation, where possible, or by another method agreed upon between the parties.

Refunds may take up to forty-five (45) business days to be processed, counted from the date Valentina Liveaboard confirms in writing the cancellation and appropriateness of the refund.

No refunds will be made for unused services once the trip has begun, including overnight accommodations, dives, meals, transfers or other services included in the reservation.

3.6 Reduction of Passengers in Group Bookings

Group reservations may reduce the number of passengers up to **one hundred and eighty (180) calendar days** prior to the departure date.

Any reductions made after this period will be subject to the penalties set out in the **Cancellation Policy for Group Bookings**.

The benefits granted to groups, including Courtesy Spaces (FOC), preferential rates, discounts, Half Charter or Full Charter rates and any other commercial benefits, are calculated based on the number of confirmed passengers.

If this number is changed, Valentina Liveaboard may recalculate the reservation and adjust or eliminate the benefits originally granted.

4. CHANGES TO THE RESERVATION

4.1 Date Changes

Each reservation may make **one (1) date change** at no additional charge, provided that the request is submitted at least **one hundred and eighty (180) calendar days** prior to the originally reserved departure date.

Any date changes will be subject to availability and must be confirmed in writing by Valentina Liveaboard.

In case the new date has a higher fare, the passenger or the agency must cover the corresponding difference.

If the new date has a lower rate, there will be no refund or adjustment on the originally contracted rate.

Promotional rates, special discounts or any other commercial benefit in effect at the time of the original reservation cannot be guaranteed for the new date and will be subject to the rates and conditions in effect at the time of requesting the change.

Applications submitted less than one hundred and eighty (180) calendar days in advance may be evaluated exceptionally by Valentina Liveaboard, without this representing an obligation to accept the application.

4.2 Name Changes

Name changes may be requested up to **fifteen (15) calendar days** prior to the departure date.

All requests must be made in writing and will be subject to the approval of Valentina Liveaboard.

After this time, name changes cannot be guaranteed due to operational requirements, documentation and passenger lists.

4.3 Cabin Changes

Cabin change requests will be subject to availability at the time of request.

Valentina Liveaboard does not guarantee the availability of a specific cabin category once the reservation is confirmed.

Where the change involves a difference in the fare, the corresponding adjustment will be applied.

4.4 Special Requests

Any request that is not contemplated in these Terms and Conditions, including changes outside the established deadlines, will be evaluated on a case-by-case basis by Valentina Liveaboard.

The evaluation of an exceptional request is not an obligation to accept similar requests in future reservations.

4.5 Transfer of the Reservation

Reservations are personal and may not be transferred to third parties.

Any exceptional requests will be evaluated by Valentina Liveaboard on a case-by-case basis and will be subject to availability, operational requirements, and written approval.

5. ADDITIONAL FEES AND CHARGES

5.1 Fees

All rates published by Valentina Liveaboard are expressed in **US Dollars (USD)** and correspond only to the services specified in the **Booking Confirmation**.

Any service or charge not expressly stated shall be considered as not included.

5.2 Government Fees and Mandatory Charges

Marine Park fees, port fees, government taxes, fuel surcharges and any other mandatory charges are established by the competent authorities or by third party suppliers and may be modified without prior notice.

In the event that such charges are changed after a reservation is confirmed, the rates in effect at the time of departure will be applicable.

Valentina Liveaboard will notify you of such changes as soon as it becomes aware of them.

5.3 Promotions and Special Rates

Promotions, discounts, preferential rates and any other commercial benefits will be applicable only during the period and under the conditions for which they were offered.

Unless expressly authorized in writing by Valentina Liveaboard, these benefits:

- They are not cumulative.
- They may not be applied retroactively.
- They cannot be guaranteed in the event of a change of date.

5.4 Operational Modifications

Itineraries, dive sites, schedules, activities and services may be modified when necessary to ensure the safety of passengers and crew, comply with provisions issued by competent authorities or address operational or environmental conditions.

These modifications are part of the nature of diving expeditions and do not constitute a breach on the part of Valentina Liveaboard.

6. DIVING REQUIREMENTS

6.1 Certification and Experience

Passengers must have the minimum certification required for the booked itinerary.

For expeditions to the **Revillagigedo Archipelago (Socorro)**, it is recommended to have **Advanced Open Water Diver certification** (or equivalent) and a minimum of **fifty (50) logged dives**.

For expeditions to the **Sea of Cortez**, Open Water Diver **certification (or equivalent)** is required at a minimum.

The specific requirements for each itinerary will be informed in the **Booking Confirmation** and in the information corresponding to the trip.

6.2 Health and Fitness for Diving

It is the responsibility of each passenger to ensure that they are in adequate physical and medical condition to participate in diving activities.

Valentina Liveaboard may request a medical certificate when the health conditions declared by the passenger require it or when it is recommended by the applicable diving standards.

6.3 Dive Safety

The Captain and the Cruise Director may limit or deny the participation of a passenger in certain dives when they consider that their level of experience, physical condition, behavior or any other circumstance represents a risk to the passenger, to other participants or to the operation.

Decisions made for security reasons will be final.

7. INSURANCE

7.1 Diving Insurance

All passengers must have **valid diving insurance** for the entire trip.

Diving insurance is mandatory to participate in diving activities organized by Valentina Liveaboard.

7.2 Travel Insurance

In addition to diving accident insurance, Valentina Liveaboard highly recommends taking out travel insurance that includes coverage for trip cancellation or interruption, medical expenses, emergency evacuation, loss or delay of luggage and any other coverage that the passenger deems appropriate.

7.3 Passenger Liability

It is the passenger's responsibility to verify that their insurance policy remains in force for the entire duration of the trip and that it provides adequate coverage for the contracted activities.

Valentina Liveaboard will not be responsible for expenses arising from incidents, accidents or situations not covered by the passenger's insurance policy.

8. PASSENGER RESPONSIBILITIES

8.1 Documentation

It is the responsibility of each passenger to have the documentation required to make the trip, including a valid passport, visas or immigration permits when necessary, as well as any other document required by the competent authorities.

Likewise, the passenger must complete and deliver the documentation requested by Valentina Liveaboard within the established deadlines before the departure date.

8.2 Information Provided

The passenger will be responsible for providing complete, truthful and up-to-date information on all documents required by Valentina Liveaboard.

8.3 Non-compliance

Failure to comply with the requirements set forth in this chapter may prevent embarkation or participation in diving activities, without giving rise to the right to reimbursement or compensation.

9. TRIP OPERATION

9.1 Captain's Authority

The Captain is the highest authority on board and will be responsible for all decisions related to the safety of passengers, crew, vessel and navigation.

All passengers must comply at all times with the instructions issued by the Captain.

9.2 Cruise Director Authority

The Cruise Director will be responsible for coordinating the diving activities and the daily operation of the trip.

Instructions issued by the Cruise Director, Dive Masters and any authorized crew members must be respected by all passengers during diving activities and on board.

9.3 Operational Modifications

Itineraries, dive sites, schedules, activities and services may be modified when necessary to ensure the safety of passengers and crew, comply with provisions issued by the competent authorities or address operational or environmental conditions.

These modifications are part of the nature of diving expeditions and do not constitute a breach on the part of Valentina Liveaboard.

9.4 Marine Life

Valentina Liveaboard operates in natural environments where the behavior of marine life is unpredictable.

For this reason, the sighting of specific marine species during the trip is not guaranteed.

9.5 Conduct on board

All passengers must maintain a respectful conduct towards other passengers, the crew, the vessel's facilities and the marine environment.

Valentina Liveaboard reserves the right to take such action as it deems necessary when a passenger's conduct compromises the safety, well-being of other passengers, the crew or the normal course of travel. **Valentina Liveaboard may limit your participation in certain activities or adopt such operational measures as it deems necessary to maintain safety on board.**

Decisions taken for safety reasons must be respected by all passengers.

10. FORCE MAJEURE

Valentina Liveaboard will use reasonable efforts to operate each trip according to the scheduled itinerary. However, itineraries may be modified, delayed or cancelled without notice when deemed necessary to ensure the safety of passengers, crew and vessel, or due to circumstances beyond our control, including but not limited to weather conditions, port closures, mechanical failures, government restrictions, pandemics or other events beyond our reasonable control.

The Captain shall have the authority to modify the itinerary, dive sites, sailing schedules, or any other aspect of the voyage when he deems it necessary to ensure the safety of passengers, crew, and vessel.

Modifications or cancellations made under these circumstances will not constitute a breach on the part of Valentina Liveaboard and will not automatically entitle you to a refund, compensation or indemnity, unless otherwise provided by law.

The passenger is responsible for arriving on time for boarding.

11. MODIFICATION OF TERMS AND CONDITIONS

Valentina Liveaboard reserves the right to modify or update these Booking Terms and Conditions at any time.

12. CONTACT US

If you have any questions, require additional information, or would like to discuss any special requests regarding your reservation, please don't hesitate to contact us.

Our team will be happy to assist you and, whenever possible, work with you to find the best solution for your needs.

Email: lbvalentina@funbaja.com

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