



## **Retail Terms & Conditions**

*Updated August 3, 2023*

### **Initial Payment, Cancellation and Refund Policy**

You have the option at the time of initial booking and payment to select either a value priced non-refundable trip fee or a higher priced fully refundable trip fee both as described below.

The following applies to our value based non-refundable trip fee:

A 25% non-refundable initial payment is required within 72 hours of making your booking to confirm your reservation. Payment may be made by bank draft, bank wire or cheque.

A cancellation of an original booking (a booking that has not been previously transferred to a later date than when first booked) that is received more than a year before departure is fully refundable less an administrative fee of USD \$125 per berth or the booking may be transferred to a new booking without any administrative fee. This option is only available once for each booking and transferred payments may only be applied as a credit to final payments. There are no refund for any transferred bookings.

Cancellations made by a guest that are received within 12 months of departure are non-refundable and non-transferable. We will do our best to rebook your cancelled reservation with a different client and, if we are able to do so and IF that departure is 100% occupancy, we will refund your canceled booking less an administration fee of \$125.00 per berth or space. If we are able to re-book your canceled berth/space, you will have the option to transfer the full amount paid to a future reservation.

For our fully refundable trip rate , the following applies:

Trip fees are fully refundable on a cancellation made 60 days prior to departure on a "no questions asked" basis less an administrative fee of US\$ 125. This is only available at the time of a new booking and initial payment.

### **Final Payment**

Our receipt of your trip fee is due 60 days prior to your boarding date. If we do not receive the balance by the due date we will do our best to get in touch with you and/or send you a reminder. We do reserve the right to release your reservation without compensation or refund if we have not received the balance of your trip fees by the due date.

## **Insurance**

We require all guests to have medical and evacuation insurance. Divers are required to have divers' insurance. We highly recommend DiveAssure for all your needs, diving or non-diving. There is a link in your pre-trip information that will take you directly to their website to facilitate the purchase of insurance cover.

In addition, we highly recommend the purchase of trip insurance interruption insurance from DiveAssure (some other providers have provided insufficient coverage to previous clients). This gives you peace of mind and financial security in case of named weather events, cancelled flights, medical issues whether your own or other guests, lost bags and much more.

## **Paperwork**

Each of our guests is required to agree to and sign our Waiver, Release and Indemnity (the "Release") before boarding the ship. We provide a copy of this Release on our website and also with the pre-trip information that we send you with the intent of giving you ample time and opportunity to raise any questions or concerns before you arrive in Mexico or Costa Rica. Over more than 30 years of running trips, we have always been able to provide answers and comfort to guests with any questions. It is too late to address any concerns when you have arrived in-country.

The governments of Mexico and Costa Rica require that we submit certain information requested in your pre-trip form well before departure. The earlier you can submit your information, the better, with 15 days minimum before your boarding date.

We urge all of our guests to double check their travel documents including expiry dates and ensure they obtain any required visas to travel to or through the United States, Mexico and Costa Rica if required. We will not issue a refund or credit to guests who are either denied entry into Mexico or permission to board.

## **Special Requests**

We do our best to accommodate all special requests submitted with ample notice. We provide menu options by prior request and at no additional cost that include vegetarian, vegan, lactose intolerant, gluten free and quasi kosher or halal. Other dietary requests may be available case by case and at additional cost. We wish it was otherwise but it's unlikely we can accommodate last minute requests.

## **Surcharges**

While Nautilus understands/appreciates guest reaction to post booking charges after a trip has been booked and shall avoid such whenever possible, we have to reserve the right to add a surcharge in respect of volatile fuel price increases and other unforeseen charges over which Nautilus has no control such as the cost of any imposition of any taxes, levies,

fees or other unforeseen charges legislated by the Governments of Canada, USA, Mexico or Costa Rica.

### **Force Majeure**

While we will always do whatever we can to ensure the absolute best possible experience for the guests, trip itineraries are subject to change or cancellation without notice at our discretion taking into consideration the safety of guests, crew and the vessel and for reasons such as inclement weather or seas, unforeseen mechanical breakdown, pandemics or other health related incidents, governmental orders, directives or requirements, border closures, travel warnings, medical issues (whether your own or delay or cancellation related to another guest's or crew person's health issues), cancelled flights, port authority directions and other factors beyond our reasonable control. No refund or credit will be issued in such instance.

### **Contract Changes**

Prior to any accepted reservation, Nautilus reserves the right to make changes to the above noted terms and conditions without notice.

### **Choice of Jurisdiction and Law**

All agreements made between ourselves and our guests shall be governed by the laws of Mexico and the courts of Mexico City shall have exclusive jurisdiction over any matter relating to or arising out of the services we provide to our guests.