



# Terms & Conditions

## 1.1 Choosing Your Holiday

Ocean Island Holidays is a registered trading company under our registered Travel Agency, 'Spirit of Maldives Pvt Ltd'. We hope that your Ocean Island Holiday will live up to your expectations so it is very important that you choose the right resort, hotel, or tour for you.

## 1.2 Hotel Gradings

We appreciate how much time and effort you put into choosing the right hotel, tour or resort for you well-earned break! Different countries often use different standards by which the star ratings are allocated, and many are actually based on the facilities which are available. We categorise all our properties by their individual rankings but please also decide using our descriptions and price indicator which will go to reflect what you require.

## 1.3 Single Rooms

WHY ARE SINGLE TRAVELLERS ASKED TO PAY MORE FOR THEIR ROOM?

If a single person occupies a double room they will usually be asked to pay extra (a single supplement). Hotels price their rooms, as doubles or family rooms and they do not reduce the rates if it is occupied by a single person. The costs to the hotel – heating, lighting, cleaning etc are the same regardless of how many people occupy the room.

## 1.4 Twin/Double Rooms

As the Maldives is considered a Honeymooners paradise, very few resorts offer twin bedded rooms. These would be subject to request only (cannot be guaranteed) and will often mean having to sleep on a day bed or having an extra bed put into the room, subject to adequate space being available. Most resorts do not like to move out any existing furniture so it is important to note that space may be limited and the room may feel cramped. In Sri Lanka, the bedding arrangements are more flexible and cater to families.

## 1.5 Triple/Quad Rooms

A third or fourth person sharing a room either shares existing beds or has an extra bed (which may be of camp-bed style) placed in a double/twin room. Quite often they will only put one extra bed in, which means small children may have to share a bed (top and tale). As conditions, may be cramped you may wish to consider booking two rooms.



### **1.6 Minimum Stays**

Minimum stays are required at certain hotels during certain periods. Where applicable these will be advised at time of booking.

### **1.7 Booking A Room for Early Arrival or Late Departure**

Generally hotel rooms will be available between approximately noon and 3pm, and are to be vacated by noon, irrespective of your arrival or departure times, unless we have stated otherwise. Should you wish your room to be ready prior to noon on your day of arrival or available after midday for an afternoon or evening departure, it is possible to reserve the room at the time of booking at a cost no greater than the extra night price quoted. Please ensure when booking that you do give the correct flight numbers and timings.

### **1.8 Room Upgrade/Honeymoon/Anniversary Offers**

Anniversary offers only apply if you're celebrating your Silver (25th) or Golden (50th) wedding anniversary while on holiday.

Remember to advise us if it is your honeymoon or Silver/Golden anniversary and bring a copy of your marriage certificate with you on holiday. For hotel sale discounts and free night offers, where there is a minimum stay requirement, the nights spent at the hotel must be consecutive.

As the Maldives is a Muslim country, some resorts will not acknowledge same sex marriages, therefore Honeymoon/Anniversary packages may not apply for these resorts.

### **1.9 Free Night Offers**

Where we specify free night offers this will not necessarily mean free nights are multiplied if you book a longer duration, therefore, please ensure you ask at the time of booking to clarify the number of free nights you will receive. Bed tax will be charged on free nights and may not include meals (including breakfast). This will be explained at the time of booking.

### **1.10 All Inclusive**

Hotels often place restrictions on restaurants and meal arrangements. All Inclusive does not necessarily mean that unlimited food and beverages are available 24-hours a day. Individual hotels operate different policies and full details will be provided locally.

### **1.11 Meals**

Meals if included are based on buffet or table d'hôte menus. Holidays which include main meals generally commence with dinner on the day of arrival at your resort and terminate with breakfast (on half board) or lunch (on full board or All Inclusive) on the day of departure. No refunds on meals not taken can be given. Where breakfast is included this will more commonly be continental breakfast, although full breakfasts are provided at certain resorts (although Pork may not be on the menu). If you have any special dietary requirements, please make this known at the time of booking so we can make the resort aware.



Supplements for optional meal plans offer you the opportunity of being able to budget for extra costs before you go. In some cases, you may find the cost of the meal cheaper locally, however we regret that it will not be possible to refund the difference either during or after your holiday. Pre-booked meals may be subject to dining in the main restaurant only. If you have paid a half board supplement it may be possible in some hotels to ask for a credit from the table d'hôte dinner to be used against a meal in an à la carte restaurant. However, the value of the voucher will generally be considerably less than the half board supplement included in your holiday price.

### **1.12 Special Requests**

Where special requests eg. diet, room location, twin or double bedded room, a particular facility at a resort, are an important factor in the choice of resort you must advise us when the booking is made. We are happy to pass your request on to the resort but cannot guarantee that it will be accommodated. The provision of any special request does not constitute a term of your contract with us.

### **1.13 Group Transfers**

Our holidays in the Maldives include Group Transfers from airports/resort and vice versa unless otherwise stated at the time of booking. A group transfer is generally a shared transfer and some transfers maybe combined with other international flights, therefore you may not be transferred immediately. Alternatively, some resorts (particularly boat transfers) you have the choice of upgrading to your own private transfer at the appropriate cost, details on request.

For Sri Lanka tours, unless booked in a group, individual private transfers will be applicable as per your booked itinerary.

### **1.14 Weather**

World weather is becoming more erratic and unpredictable and we cannot be held responsible for disruption to your holiday due to bad or unusual weather conditions.

Whilst Sri Lanka is used to adverse weather conditions during Monsoon seasons and cope efficiently, the geographical nature of the Maldives means that life on the sea can be more unpredictable. Seaplane transfer operations and speedboats and ferries are dependent on weather and on rare occasions the seaplanes can be grounded and transfers delayed. Please remember any delays are for everyone's safety and the relevant transferring operative will keep you as comfortable as possible during any waiting times.

The Coast Guard may also recommend that boats to not operate in serve conditions.

Any additional costs for new flight tickets (due to missed connections) or additional night's accommodation in the resort (or another resort should this be necessary) will need to be covered by you the tourist as weather is beyond the control of the seaplane operators and resorts. Refund for any loss nights is at the discretion of the individual resorts and is never guaranteed. We strongly recommend that you have adequate travel insurance that will cover such unexpected circumstances.

### **1.15 Our Staff**

We pride ourselves on the quality and friendly professionalism of our staff. In our search to continually



try and improve our level of service, we are committed to on-going training. Unlike International Tour Operators our team live and work in the Maldives and Sri Lanka and therefore have firsthand knowledge and the experience to sell this unique destination better than anyone!

## **Booking & Paying for Your Holiday**

### **2.1 Your Commitment To Us**

When you or your Travel Agent wish to confirm a holiday booking if outside 45 days (100 days in peak season) you may be required to pay a non-refundable deposit of 300USD per person. If your arrival date is within 45 days (100 days in peak season) then full payment is required at the time of booking. When you make a booking, you are confirming that you understand and have accepted on behalf of yourself and all members of your party, our booking conditions. All contracts with Ocean Island Holidays (Umbrella Company Spirit of Maldives Pvt Ltd are made subject to these booking conditions.

### **2.2 Our Commitment to you**

Your contract is with Spirit of Maldives Pvt Ltd. We will arrange to provide you with the various services which form part of the holiday you book with us. Before your booking is confirmed and a contract comes into existence we reserve the right to increase or decrease published prices or prices previously quoted. A booking is not accepted until we issue an invoice. The date shown on the invoice, which will be sent to you or your Travel Agent is the date of booking. It is important to check the details on the invoice when you get it. In the event of any discrepancy please contact us or your Travel Agent immediately.

### **2.3 Peak Season Supplements**

During peak periods such as Christmas and Easter when demand outstrips the supply of accommodation, you may find that supplements are added to the cost of your holiday. The supplements may be for certain holiday departures and/or accommodation on specific dates. They do not necessarily indicate that additional services such as Gala dinners will be provided. The cost of these supplements will be quoted to you at the time of booking.

### **2.4 Paying for Your Holiday**

After your booking is confirmed your invoice will be sent to you detailing the total cost due. Depending on the time of year you are travelling and the resorts booking conditions, an advance deposit maybe required, although if possible we do not take an advance deposit. Full payment is due not less than 60 days before departure. 100 days in peak season (20th December – 10th January). If you do not pay in full 60 days (100 days peak season) prior to your arrival, we reserve the right to cancel your booking and forfeit your deposit by way of cancellation charges. If you make a holiday booking within 60 days (100 days in peak season) of your arrival date, then full payment is required at this time in order to confirm the booking. Any money paid by you to a travel agent is held by the agent on our behalf.

If a deposit is required, this will be 300USD per adult and will be non-refundable. You will be advised at the time of booking if a deposit is required.



Please note some resorts or charter boats may require a higher non-refundable deposit at certain times of the year. You will be advised of this at the time of booking.

Payment should be made by international bank transfer.

## **2.5 Travel Information & Documents**

Once we have received your deposit and/ or full payment you will be sent a copy of the holiday confirmation.

Any required pre-departure information will be sent once your final payment has been made and cleared in our account.

## **If You Want to Change or Cancel Your Holiday**

### **3.1 Change or Addition to Your Holiday**

If you want to change any part of your holiday arrangements after the invoice has been issued, we will do our best to make the change, but it may not be possible. Any request for changes must be made in writing by the person who made the original booking, or his or her travel agent. If it is possible to make the change, it will be subject to payment of any further costs incurred as a result of the change. If you change your booking to a holiday of lower value, and then cancel that holiday, we reserve the right to levy cancellation charges on the value of the original booking.

### **3.2 Cancelling Your Holiday**

If you or anyone on your holiday booking decides to cancel the holiday you must notify us of the decision as soon as possible. Any notification by telephone must also be confirmed in writing or by e-mail within 24-hours by the person who made the original booking. Cancellation will take effect from the day we are notified provided that written confirmation is received by us within 24-hours of the original notification. A cancellation invoice will be sent to you within 7 days, if you do not receive this please contact us immediately in order to prevent an increase in charges.

The following scale of charges will be payable depending on when the notification of cancellation is received.

Prior to 45 days	Deposit forfeited (if paid in advance)
45 – 25:	Deposit plus 50% of the holiday cost
Less than 14 days:	100% of total holiday cost
Fort Peak season bookings – 20th December to 10th January	
Less than 100 days' notice	100% of total holiday cost

We would strongly recommend that you take out full insurance, which will in most cases include cover,



under certain circumstances, against loss of deposit or cancellation fees.

## **If We want To Change or Cancel Your Holiday**

### **4.1 Building & Development Work**

Many hotels and resorts are continuing to develop, sometimes rapidly and intensively and often with little or no advance warning. Whilst we have no control over such work, as a responsible travel agent, it is important to us that you are aware of any significant building/refurbishment work that may be going on during your stay. General refurbishment at hotels is necessary to maintain standards but if we are informed of such work, we will endeavour to notify you of any should we feel that this will impact your holiday. During low season, most resorts do general maintenance work, but this is not intrusive and should not affect your holiday.

### **4.2 Changes Due to Circumstances Beyond Our Control**

We will not be liable to pay any compensation if we are forced to cancel or in any way change your holiday as a result of unusual or unforeseeable situations outside our control, the consequences of which could not have been avoided even with all due care. war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, epidemic or terrorist activity.

### **4.3 If We Change Your Holiday Accommodation**

We do not control the day to day management of your accommodation, and in exceptional cases it is possible that we may be advised that the reserved accommodation has been overbooked. If this happens before your departure or on arrival in resort, we will endeavour to provide accommodation of at least the same standard in the same resort area. If only accommodation of a lower standard is available we will refund the difference of the nightly rate between the accommodation booked and that available, and will pay up to \$50 per person for any inconvenience.

### **4.4 If We Cancel Your Holiday**

We reserve the right in any circumstances to cancel your holiday for any reason. However, we will not cancel your holiday within 45 days of departure unless it is for a reason outside our control (see changes due to circumstances beyond our control). If we have to cancel your holiday we will offer you:

- a. alternative travel arrangements of equivalent or of very closely similar standard and price, if available
- b. travel arrangements of a lower standard and a refund of the difference in price; or
- c. a full refund of all monies paid.



## **On Holiday**

### **5.1 Accommodation in The Tropics**

In many resorts, 'insects' in the rooms (eg. Cockroaches, gecko's etc) are almost inevitable. It should by no means be taken as a sign of dirtiness, simply a fact of life in this tropical destination. Views from some hotel rooms may be partly obscured by palm trees and other vegetation that can grow very quickly in tropical climates.

### **5.2 Watersports & Other Activities**

Most resorts offer watersports and other sporting activities, in some cases these may be free of charge. Please note that in the interest of your personal safety, the operators of these activities may require that you demonstrate your competence (for example a swimming test) prior to commencement and reserve the right to refuse participation for any reason if they feel this may compromise your or another guest's safety.

### **5.3 Behaviour**

Most people go on holiday for rest and relaxation, so if in our reasonable opinion hotel manager, or other person in authority, your behaviour is causing danger, damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate your holiday. Should this happen no refund or compensation would be paid.

### **5.4 Lost Items**

If you lose any personal items whilst on holiday, please obtain a written report from a local representative, or police, to help with any insurance claim upon your return.

### **5.5 If You Have A Complaint While You Are On Holiday**

If you have cause for complaint whilst on holiday, you must bring it to the attention of hotel Management or our office immediately. They will do their best to rectify the situation. It is unreasonable to take no action whilst on holiday, but then to write a letter of complaint upon return. If you do not raise concerns immediately, this may affect our ability to investigate and take remedial action and it may impact on the way your complaint is dealt with.

### **5.6 Conservation**

It is becoming ever more important to conserve the world's natural resources, its landscapes, flora and fauna. Someone coined the phrase 'Take only photographs; leave only footprints' and a number of countries now use this to promote conservation. It would be hard to improve on this statement.

### **5.7 Curtailment**

If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you



any refund for the remainder of your holiday not completed, or assist with any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

### **5.8 Service Charge & GST**

Please note that service charge currently at 10% and GST (Goods & Service Tax) currently at 12% will be charged on all extra's purchased in resort. GST is subject to change without notice in the Maldives

### **5.9 Weather/Transfers**

Please note that at certain times of the year the weather can cause delays in transfers (mainly seaplanes and speedboats) and on some occasion, it may be necessary for the seaplanes to be grounded until the bad weather passes. Such conditions are out of the control of Spirit of Maldives Pvt Ltd, the resort and the transport provider. Should you miss your international flight and need to rebook this and require additional accommodation, whilst we will be happy to assist with the arrangements, any additional costs will have to be covered by you. As such we strongly recommend that a comprehensive Travel Insurance Policy is taken out prior to travelling.