

TERMS AND CONDITIONS OF SALE

SARL FULL FULL — Ultra Reef Moorea

Private maritime excursions — Moorea, French Polynesia

PREAMBLE — COMPANY IDENTIFICATION

These Terms and Conditions of Sale (the "T&Cs;") apply to all bookings made with SARL FULL FULL, trading under the brand name **Ultra Reef Moorea**.

Company name	SARL FULL FULL — Ultra Reef Moorea
Registered office	PK 3,150 côté mer — 98729 Teavaro, Moorea, French Polynesia
Company registration	RCS Papeete n° TPI 23 480 B — n° TAHITI F65082
Contact	info@ultrareef.pf — +689 87 24 24 19 — www.ultrareef.pf
Managing Director	Ms Marie-Ange GUIDO

By making a booking with Ultra Reef Moorea, the client fully accepts these T&Cs; as applicable at the date of booking.

ARTICLE 1 — SERVICES OFFERED

Ultra Reef Moorea offers private maritime excursions in Moorea, French Polynesia, including:

- Humpback whale watching and swimming (season: July–November) ;
- Snorkeling and scuba diving excursions ;
- Sunset Cruise ;
- Private Full Day and Half Day lagoon activities ;
- Discover Scuba Diving and freediving introductions.

All services are fully private — the boat is reserved exclusively for the client's group. Rates and inclusions are listed on www.ultrareef.pf.

ARTICLE 2 — BOOKING AND CONFIRMATION

Bookings may be made by any available means (website, email, WhatsApp or phone). A booking is only confirmed upon receipt of a written confirmation from Ultra Reef Moorea, payment of the deposit, and return of the completed equipment and health form.

ARTICLE 3 — PRICING AND PAYMENT

All prices are in CFP Francs (XPF), inclusive of all applicable taxes. A **deposit of 30%** of the total amount is required at the time of booking. The **balance is due no later than 7 days before the departure date**. Payment is accepted by bank transfer, credit card or cash.

ARTICLE 4 — CLIENT CANCELLATION POLICY

All cancellations must be submitted in writing (email or WhatsApp). The following conditions apply:

Cancellation timeframe	Refund policy
More than 30 days before departure	Full deposit refund
Between 15 and 30 days before	50% deposit refund
Less than 15 days before	No refund — deposit forfeited
No-show on the day	No refund — full amount due

ARTICLE 5 — CANCELLATION BY ULTRA REEF MOOREA — WEATHER CONDITIONS

Ultra Reef Moorea reserves the right to cancel or reschedule any tour in the event of dangerous weather conditions (strong winds, swell, cyclone, official navigation closure) or major mechanical failure. In such cases, the client will be offered a reschedule to an available date during their stay, or a **full refund of all amounts paid**.

ARTICLE 6 — CANCELLATION DUE TO ADMINISTRATIVE DISPUTE — NO REFUND POLICY

■ IMPORTANT CLAUSE — NO REFUND IN THE EVENT OF ADMINISTRATIVE DISPUTE

In the event of cancellation, suspension or modification of Ultra Reef Moorea's services resulting from an administrative decision, a **refusal or suspension of an operating licence or permit, an injunction, or any procedure initiated by a public authority** (DIREN — Direction de l'Environnement, Direction des Affaires Maritimes, or any other competent authority), the affected bookings may be cancelled **without any obligation on the part of Ultra Reef Moorea to issue a refund**.

Such situations constitute a case of **force majeure** within the meaning of Article 1218 of the French Civil Code, arising independently of Ultra Reef Moorea's will. By accepting these T&Cs, the client expressly acknowledges that such administrative events cannot be attributed to Ultra Reef Moorea and **do not give rise to any compensation or refund**. Ultra Reef Moorea undertakes to inform the client as soon as possible and, where feasible, to offer rescheduling to a later date.

ARTICLE 7 — SAFETY AND PARTICIPATION CONDITIONS

For all sea excursions, the client must:

- Be able to swim a minimum of 200 m in the open ocean without assistance (mandatory for all in-water activities) ;
- Complete and return the equipment and health form prior to the excursion ;
- Disclose any medical history, recent surgery or physical condition to the guide ;
- Follow all safety instructions given by the guide on board.

Ultra Reef Moorea reserves the right to refuse participation or entry into the water to any client whose physical condition is deemed insufficient, **without any right to a refund**.

ARTICLE 8 — CETACEAN OBSERVATION — PARAOA REGULATIONS

The observation and swimming with cetaceans in French Polynesia is regulated under the PARAOA framework. Ultra Reef Moorea operates in strict compliance with these regulations. **No guarantee of whale encounter can be given** — whales are wild animals in their natural environment. The absence of a whale encounter does not constitute grounds for a refund.

ARTICLE 9 — LIABILITY

Ultra Reef Moorea holds all mandatory insurance policies covering professional civil liability and passenger cover. The client is responsible for any damage caused to third parties or to equipment made available to them. Ultra Reef Moorea cannot be held liable for accidents resulting from failure to follow safety instructions, concealment of a health condition, or client negligence.

ARTICLE 10 — INTELLECTUAL PROPERTY — VIDEOS AND PHOTOS

Videos and photos taken by the Ultra Reef Moorea team during excursions are provided for the client's personal use only. Any commercial use is prohibited without prior written consent. By accepting these T&Cs, the client authorises Ultra Reef Moorea to use images featuring them for communication and promotional purposes, unless a written objection is submitted before the tour.

ARTICLE 11 — PERSONAL DATA PROTECTION

Personal data collected during the booking process (name, email, phone, health information) is used solely for the management of the service and is not shared with third parties. The client has the right to access, rectify and delete their data by contacting info@ultrareef.pf.

ARTICLE 12 — GOVERNING LAW AND DISPUTES

These T&Cs; are governed by the laws applicable in French Polynesia. In the event of a dispute, the parties agree to seek an amicable resolution before taking legal action. Failing that, the **courts of Papeete, French Polynesia**, shall have exclusive jurisdiction.
