

Please ensure that you read the Terms and Conditions for full understanding of our policies regarding your booking or services provided by Love Wildlife Foundation at the Aow Thai Marine Ecology Center (ATMEC) in Rayong, Thailand

Reservations: To make a reservation for one of our programs, please complete the following procedures:

Marine Ecology Courses

Please complete and return the booking form sent to you. Once your spot in the course is confirmed by the Love Wildlife team you are required to pay an initial non-refundable deposit of 5,000 Thai Baht (THB) within 14 days to secure your booking. Love Wildlife Foundation (hereafter Love Wildlife) will then send you written confirmation and a receipt. It is in your own interest to book early to avoid disappointment as we can only accept reservations in order of receipt. Bookings are welcome up to 14 days before the course start date. Please contact the ATMEC team at atmec@lovewildlife.org for details of vacancies.

Research Internships

Please send an initial inquiry to the team at atmec@lovewildlife.org for your interest. You will be contacted by the team if you are accepted for the initial interview. After your interview process and acceptance to the program, you are required to read and sign this document to show you have read and agree to the Terms and Conditions stated here. Furthermore, upon acceptance, you will be required to pay an initial deposit and complete necessary paperwork (see Payment below). Love Wildlife will then send you written confirmation and a receipt. It is in your own interest to book early to avoid disappointment as space is very limited and some research projects may require extra permissions from concerned authorities.

School Groups

Please contact the Love Wildlife team at nancy@lovewildlife.org for details and availability. Once a date has been set for your group, an invoice will be sent for an initial deposit to hold your activity booking. Deposit amount will depend on the amount of your school's activity booking. All other payments must be settled prior to your activity date.

Payment: We accept payment in Thai Baht. Occasionally programs might include different deposit amounts and payment schedules. This will be advised in advance. The balance for all bookings, excluding Research Internships, must be paid 14 days before the course or activity is due to commence. You will be informed of the balance due for your booking; if the balance is not paid the booking will be deemed cancelled.

For *Research Internships*, an initial non-refundable deposit of up to 10,000 THB must be paid within 14 days of your formal acceptance into the program to secure a position. Following this, the first installment of the course price, no less than 50% of the total internship cost, with an additional 5,000 THB if equipment rental is required, must be paid no later than 60 days prior to the start of the internship. If the first installment is left unpaid by the due date, Love Wildlife reserves the right to cancel the booking without written notice. The remaining balance of the course price is due within 30 days of the internship start date.

Payments should be made to Love Wildlife in the form of a bank transfer or other means available (i.e., Wise, PayPal). Please note that we do not accept partial payment of deposits or balances, nor post-dated cheques. After receipt of the full balance, we will send you written confirmation of all monies paid.

Cancellations: Any cancellation must be in writing and signed by whoever signed the booking form. It will take effect on the day we receive it. In the event of you cancelling your booking, the initial deposit is non-refundable and the following scale of charges will apply.

Period before commencement of activity and cancellation charge:

60 days or over: Loss of basic deposit paid for that particular activity

59 days or under: Loss of 100% of the deposit and first installment paid

30 days or over after the start of the internship: 100% of the total balance paid

If it becomes necessary that Love Wildlife must cancel a particular activity prior to its commencement, whether it be through insufficient reservations, or other factors within our control, then all deposits and other payments will be refunded in full.

Should Love Wildlife have to cancel a particular activity prior to its commencement due to strikes, war or other political crises, acts of God or other events which amount to force majeure, then we will transfer all monies to an alternative future activity of equivalent itinerary. If you are unable to reschedule yourself to a future activity, we will consider but are not obligated to, giving a partial refund on a case-by-case basis. If this cancellation occurs during the course of the activity, then no refund or transfer to another activity is possible.

Insurance: It is our policy that all clients must take out comprehensive travel insurance and SCUBA insurance (i.e., DAN), when relevant, before commencement of a course or program. This insurance should at least cover accident, medical evacuation, medical costs, repatriation, and loss of effects. *The Thai government currently requires Covid-19 insurance to enter the country and will also need to be obtained in accordance with Thai laws. Please check the CCSA requirements for entering into the country for the most updated information.* It should be noted that as Thailand is still considered a developing country, passenger liability insurance covering the vehicles we hire may be inadequate. It is therefore important that your insurance cover makes sufficient provision in the event of an accident. It is also most advisable that cover begins from the booking of the activity so as to cover any cancellation charges due to illness etc. prior to the activity commencing.

Passports and Visa Requirements for foreigners: It is your responsibility to ensure that you have a valid passport and where necessary a visa. Visa renewals may be necessary depending on the duration of your activity/program as well as a 90-day check-in requirement. ATMEC by Love Wildlife will give you time to get these things done, but it is your own responsibility to plan ahead and keep track of your own deadlines. Your passport must be valid for at least six months after the duration of your activity/program. We accept no responsibility for your failure to comply with these regulations, nor will we be held financially responsible for any costs incurred for sorting these matters.

Health and Vaccinations: Due to the constantly changing recommendations as to immunization requirements or health certificates, it will be your sole responsibility to seek the most up to date information from your G.P or health center. All costs arising out of failure to comply must be met at your own expense. It cannot be emphasized enough that if you do have a health problem or physical limitation, we need to know about it so we can be prepared in the case of an emergency. You will be required to complete and submit a mandatory medical waiver before being able to participate in any in-water activities.

Sharing Rooms: Bookings are accepted only on the understanding that you will be sharing a room with up to three other people. The rooms are not co-ed, unless you have come as a couple or friends who have requested to stay together. We will try our best to accommodate this, however it may not be possible. Please note that there is no absolute guarantee that single accommodation will always be available for those requesting it, and bookings are only accepted on the understanding that the participant agrees to share in the event of an unexpected lack of single accommodation at any location. Smokers should kindly note that smoking is not allowed in the rooms or common areas.

Restrictions on Participation and other important details:

Applicants wishing to participate in courses or internships with ATMEC are required to have a certain level of physical fitness such that land and boat-based activities are manageable with ease, and be prepared for early morning starts. Applicants must be able to climb on to the boat with full SCUBA equipment, and climb off the boat to the pier. Students and interns will be required to participate in various forms of physical labor on land such as construction of concrete substrates and the ability to move 20kg of concrete unaided. Outside of SCUBA diving competence, students and interns must be comfortable with up to 2 hours of medium-paced snorkeling. Free-diving activities for data collection or substrate deployment purposes will be carried out regularly and safely for those wishing to participate, however this is not compulsory for those not wishing to do so. The above physical requirements are not applicable to students joining in school groups.

Small groups and island living call for consideration from all participants so that we may all enjoy the experience. Any antisocial behavior (swearing, smoking etc.) that could be detrimental to the enjoyment of a program by the other group members shall be deemed to be unacceptable. Designated smoking areas are available at Koh Mun Nai, failure to comply with rules associated with these will also be considered unacceptable behavior. If after complaints from other members in the group, the ATMEC staff in charge finds any person still unable to conduct him or herself in a manner seen fit, then they reserve the right to send them home. Furthermore, Koh Mun Nai is under the jurisdiction of the Department of Marine and Coastal Resources (DMCR) and requires all guests of the island to be respectful and follow the island's rules. The DMCR has the right to change the rules or dismiss anyone, including the ATMEC team, from the island at any time. Any person dismissed will have no cause for complaint or refund, and shall bear all the extra costs of their return home. If you have any health problems or restrictions please contact us and we can advise as to your participation in an activity you may be interested in. Participants agree for their names and photographs to be published in written reports, published on our website or other social media. If a participant objects to this, they must notify an ATMEC staff member in writing prior to the start of your course for website and other social media and within two weeks of course completion for publication in written reports.

Activity and Program Alterations: Circumstances can change i.e. weather conditions, transport, political situations and even wildlife migration. Because of this Love Wildlife reserves the right to change any particular itinerary. If an itinerary has to be changed by the ATMEC team during the program/activity, then you must respect their professional decision. Do not book international flight arrivals and departures without first having confirmation from Love Wildlife regarding the dates and timings.

Group Sizes:

ATMEC prioritizes small group sizes when working on land or in the water. This is to maintain the highest level of quality when instructing students, as well as promoting efficient working conditions when carrying out important tasks. As such, ATMEC is currently accepting an average of 6 interns per semester with a total maximum of 8 intern positions being made available each semester under special circumstances. At present the same group size maximums are applied to marine ecology course students also. These numbers are based on conservative instructor to student ratios, as well as on available accommodation at Koh Mun Nai at the present time. In addition, this number allows for comfortable and safe use of the dive boat which is rated to support a number of divers in excess of the maximum group size allowed at ATMEC. These group size limitations do not at present apply to school groups.

Price Amendments: The price of your activity or program has been calculated well in advance, and unexpected cost changes can sometimes occur. We reserve the right to amend the price of your program subject to increases in the following items: governmental action, boat fees, fuel and transport charges. You will be informed of these changes no less than 30 days before the start of your activity/program. Even in this case, we will only amend the price if changes of more than 2% are involved. Should the cost increase by more than 8% then you will have the right to cancel with a full refund.

If by your own choice, and approval only by ATMEC's research director, the scope of your research project / program changes and has additional costs, you will be required to pay the difference, in full, prior to those changes taking place.

Diving: Diving requires a certification from a recognised dive agency such as RAID, PADI, SSI, BSAC or NAUI. It is your responsibility that you are suitably qualified, and provide proof of such qualification upon request, to participate in any SCUBA activities. While the level of qualification required is dependent on the course/research being undertaken, in general we strongly recommend applicants be certified to at least Advanced Open Water (or equivalent) with no fewer than 10 logged dives of experience.

SCUBA diving can be a demanding activity. It is your responsibility to ensure that you are medically fit for the purpose of participating in any activities booked with us. If you have any doubts whatsoever, you should consult a physician who is qualified to give advice on fitness for the purpose of recreational and professional SCUBA diving.

Furthermore, all dive courses and training programmes require participants to complete a medical waiver/medical statement/divers' medical questionnaire. Your responses may require you to obtain medical permission prior to your participation in such programmes.

We are not qualified to give you advice on medical matters relating to vacations or participating in activities. Therefore, be sure to discuss immunization, prevention of tropical ailments and risks of SCUBA diving with your doctor and follow their advice.

When you confirm your reservation, applicants will need to have provided all necessary details in the booking form including emergency contacts, travel itineraries etc. For certain information that isn't available or essential at the time of booking (i.e., flight information), applicants agree that all necessary information must be provided no later than 30 days prior to course start date.

Weather conditions: If the weather on the day of your diving trip / dives prevents us from having a safe and enjoyable experience you will be informed that the trip is cancelled or of the need to change the diving trip to another location or day. Similar considerations may also apply to working on land, such in the case of construction or other outdoor activity during heavy storms.

In the event of light rain without strong winds or big waves we will NOT cancel any dive trips, as it does not prevent us from having an enjoyable and safe experience. Quite often the weather will have changed by the time we reach the dive site or will be very different to where the day originated.

Dive schedules are subject to change without any prior notice in accordance with weather conditions for your safety. If ATMEC knows in advance that the weather on the day you would like to go diving most likely will prevent us from going to the dive destination as scheduled, we will advise you as soon as we know and let you decide if you like to change the dive trip to another day or cancel the trip for a full refund. ATMEC cannot be held responsible for adverse unforeseen weather conditions, involving rough seas and poor visibility.

We recommend a travel & cancellation insurance policy that covers for unforeseen circumstances. We will fully support you with any travel insurance claims.

Waiver of Liability: All applicants must read, fill out, and sign a copy of Love Wildlife's Liability Release and necessary waivers and documentation before any services can be provided. Please review prior to booking. Additional waivers and medical questionnaires may be required for those divers undergoing training, depending on the course requirements imposed by Love Wildlife Foundation.

Divers Certification and Equipment:

Only certified divers may participate in SCUBA diving activities. All SCUBA divers must accept full and complete responsibility for themselves, their actions, and their equipment. If a diver is unable to provide proof of required certification, we reserve the right to not allow them to dive.

Divers may elect to use their own gear or to rent the equipment we provide. Regardless, divers must inspect their gear prior to each and every dive, and must be responsible for the proper functioning of that gear. All divers should understand the fact that every piece of equipment is capable of failure, and they must be prepared to respond accordingly.

Responsibility and Liability: Love Wildlife, its officers, employees, agents, and contractors are not responsible or liable for any injury, loss, accident, damage, delay, omission, irregularity or non-performance occurring in connection with these arrangements. The applicant understands and accepts all risks associated with any and all activities, including both land based and water activities, air travel, car travel, swimming, snorkelling, scuba diving, and boating. Divers acting irresponsibly can have an adverse impact on their fellow divers and the diving community. As a result, we will not tolerate unsafe, illegal, or irresponsible behavior.

Lost or damaged gear: In case of lost or damaged equipment or gear through incorrect, irresponsible or inappropriate use through our customers, we will charge at cost price for damaged / lost items. In the event of lost or damaged rental gear due to diver negligence the individual will be solely responsible for paying the accepted retail price to replace or fix the associated gear. Please note you are responsible for your own personal belongings, Love Wildlife is not liable for any loss, damage or theft.

Liability: We have taken all reasonable steps to ensure that the activities, course and programs have been properly arranged, and that the travel agents, vehicle hire, hotel, liveaboards, ships, and restaurants are all reputable.

In no case shall Love Wildlife Foundation, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules made available by us or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Changes to terms of service: You can review the most current version of the Terms of Service at any time at www.atmec.org. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

Governing Law: These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Thailand.

Complaints: In the unlikely event that you have cause to complain you should notify at least one member of ATMEC staff as soon as possible in order that we may assist you. If you are not satisfied thereafter, please contact us in writing, stating the nature of the complaint within 14 days of the completion of the program/course/activity.

Contracts: When you sign the booking form you are entering into a contract made with Love Wildlife Foundation, a registered non-profit organization (Registration Number ๓๗ 1943) in the Kingdom of Thailand, 170/1 Chan Road, Sathorn District, Bangkok 10120. This means that you agree to accept all the conditions of the booking. Our confirmation of your booking means that we agree to deliver your course/program/activity as stated on our website, <http://www.atmec.org>. The contract is governed by Thai law and is subject to the exclusive jurisdiction of the Thai courts.

I have fully read, understand and agree to the above terms and conditions.

.....
(Signature)

.....
(Date)

.....
(PRINT full name)