

## BOOKING CONDITIONS

In these conditions 'Operator' shall mean Aquatours Ltd. and 'Client' shall mean each person named in the booking form and on whose behalf the form has been completed and signed. Such signature shall bind all persons so named jointly and severally to the contract constituted under Clause 3. Each signatory warrants that each person named agrees to be bound by these conditions.

These conditions are made on the sole responsibility of the Operator and do not govern the client's rights and duties with any other person whose services may be used on any holiday. Representatives and agents are not entitled without the express authority of the Operator, to alter itineraries, cancel arrangements or tickets, make or promise refunds on behalf of the Operator or obtain loans or services or incur telecommunications expenses on behalf of clients.

**A contract** will only be constituted between the Operator and the client once a deposit has been taken or signed booking form has been received by the Operator **and** written notification of acceptance in the form of an invoice has been sent by the Operator to the client, or, where the client has not him/herself signed the booking form, to a signatory of the booking form on which the client is named.

**Holiday descriptions** are made in good faith and every care is taken to ensure their accuracy. However, in view of the detail contained and the fact the brochures, leaflets and web pages are necessarily prepared some time in advance of distribution/publication, holidays, advertised facilities, amenities and schedules may on occasion be restricted, curtailed, changed or cancelled. For example electrical equipment may break down and some shops or restaurants, nightclubs, swimming pools, bars and other amenities may not be in full operation, particularly in low season. In addition the operation of amenities and facilities may be subject to licensing regulations, religious observances or government fuel saving legislation. The Operator shall not be liable for any such or similar circumstance beyond the Operator's control nor shall any such event give rise to any refund or other claim whatsoever against the Operator.

**Resort facilities:** Please note that in early and late season some resort facilities as described in the brochure/web pages may not be available. Swimming pools are also subject to maintenance for prolonged periods. In addition other local facilities may be limited in low season.

**Prices/Surcharges:** The price of your holiday is subject to surcharges at any time on the following items. Currency fluctuations, government action, tax increases, fuel and airport charges. If this means paying more than additional 10% of the holiday price and departure is more than 60 days from notification of surcharge then you will be at liberty to cancel and obtain a full refund of the holiday price, excluding insurance premiums and amendment charges. If holiday is departing in less than 60 days you will be at liberty to cancel subject to standard cancellation fees stated overleaf. Should you wish to exercise your right to cancel, you must do this within 14 days of the issue date printed on the invoice or notification letter.

**Changes by us:** Should it become necessary for the Operator to make a material change to the client's holiday arrangements before the date of departure, the Operator will notify the client or signatory to the booking form of any such change as soon as possible, and will offer either directly or through such signatory or agent the choice of accepting the change or, an appropriate alternative as determined by the operator (which may include a refund). In this paragraph 'material change' means (i) an alteration to the client's scheduled time of departure or return landing of twelve hours or more or reduction in the client's time in destination of twenty-four hours or more. (ii) a change in UK airport (changes between Gatwick, Heathrow, Stansted & Luton are excluded) (iii) a delay in departure caused by force majeure shall not be a material change nor itself shall a night flight change to a day flight or vice versa. In this paragraph 'force majeure' includes (without limitation), war or threat of war, riot, civil commotion, government action or airport regulations, industrial dispute, natural or other disaster, nuclear incident, terrorist activity, technical problems with transportation, closure of airports, weather conditions, fire, flood, drought, a hotel or apartment's late opening or early closing, temporary technical breakdown in a hotel or apartment and any other matter beyond the Operators control.

**Bookings:** A non-refundable deposit of, **£200** per person named in the booking form is payable on application for a booking and is accepted as part payment toward the total cost of services required. The balance of such cost shall be paid to the Operator no later than 60 days before departure or as the Operator may otherwise specify. If you pay money for your holiday to an Aquatours appointed agent they will hold that money as our agent from the time they receive it until they pay the money to us. **Note:** Credit Card transactions will be subject to a 2% surcharge.

**Cancellation:** The Operator reserves the right to cancel a booking and to forfeit any deposit paid if unconditional payment of the entire balance due from the client has not been received by the due date for payment (**latest date for payment is 60 days before departure**). Each client has the option to cancel his/her booking which can be exercised only in writing and must be signed by a signatory to the original booking form. Exercise of the option shall be effective only when received and acknowledged by the Operator. The fees for exercise of this option, which have been fairly calculated to represent compensation to the operator for the administrative and other expense of processing the booking and cancellation and for the risk of being unable to re-sell the booking, are as follows:

**PERIOD BEFORE SCHEDULED DEPARTURE WITHIN WHICH WRITTEN NOTIFICATION OF CANCELLATION IS RECEIVED BY THE OPERATOR and CANCELLATION FEE REQUIRED (as a % OF TOTAL COST per person)**

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More than 60 days	Deposit only (or Operators unrecoverable expenses if these are greater )
- 43 - 60 days	50% (or deposit if this is greater, or Operators unrecoverable expenses if these are greater)
- 21 – 42 days	70% (or deposit if this is greater, or Operators unrecoverable expenses if these are greater)
- 20 days or less	100%

**The Operator:** is a travel and holiday organiser only and does not control, or operate any airline, shipping company, coach company, hotel, dive base, transport or any other facility or service mentioned in their brochure/web pages, and therefore contracts with clients as agent for the supplier of such facilities or services. When the client travels with a carrier the conditions of carriage of that carrier will apply to that client. Such conditions, some of which will limit or exclude liability in certain circumstances, and are often subject to international conventions between countries, may be inspected at the client's travel agent or from the carriers own office or, on request will be made available by the Operator. Other independent organisations, including hoteliers and operators of facilities, who may provide services included in the client's overall arrangements may also operate according to their own terms and conditions, which will apply to the client. The Operator accepts no liability whatsoever arising from acts or defaults of carriers or other independent organisations, their employees or agents over whom the Operator has no direct control. However, the Operator takes all reasonable steps to ensure that proper standards are maintained and will be willing to give reasonable assistance to help resolve any dispute that may arise between the client and any carrier or other independent organisation provided that any such dispute is registered and pursued at the time with the supplier of the service concerned. The Operator will be under no liability whatsoever for any injury, damage, loss, vexation, distress, disappointment, inconvenience or irregularity suffered by the client unless and to the extent that the same has been proved to have been caused by the negligence of the Operator. Luggage, valuables and all other personal effects at all times and in all circumstances are at the client's risk unless and to the extent that the loss or damage is proved to have been caused by the negligence of the Operator. The operator requires the client to have current insurance which, does not exclude scuba diving cover if this activity is to be a part of the holiday.

**Local conditions:** When travelling abroad one must accept that things will be different to the UK. Safety standards and regulations conform to local standards and could be less or even more stringent than those we enjoy in the UK. The monitoring and enforcement of those regulations is a matter for the authorities in that country and the local supplier concerned.

**Representation in destination:** Due to the flexibility and independent nature of our programs a representative service is not always included in the cost of your holiday - we provide telephone numbers for representatives or local agents in case any assistance is needed.

**Changes to your holiday:** If after booking, circumstances necessitate that the client makes a change, the Operator will make all reasonable efforts to accommodate the amendment required. Should the amendment be required within 60 days of the original departure date it will be treated as the exercise of an option to cancel and the new arrangements will form a subsequent new booking. Otherwise a charge of **£30.00** per person named will be made to cover the cost of the additional administrative work involved. The charge of **£30.00** per person applies to each change of arrangements & must be forwarded at the time the amendment is requested and until this payment is received no amendment can be actioned. This administrative charge may be in addition to any actual charges levied by a carrier or supplier on the Operator for carrying out the clients' requested amendment.

**Complaints:** If you have a problem during your holiday, **it is a legal requirement** that you inform the relevant supplier (e.g. hotel or dive base or airline) and where applicable the local agent who will endeavour to put things right. If your complaint cannot be completely resolved locally, you must communicate any problem with the local supplier and where applicable the representative and obtain written confirmation from the supplier and resort representative of the complaint lodged. This must be followed up within 15 days of your return home in writing to us giving us your name, the original invoice number and any other relevant information. It is a condition of your contract with the Operator that you communicate any problem to the suppliers of the service in question and where available our representative at the time **whilst in resort** and obtain written confirmation of the complaint lodged. If you fail to follow this simple procedure we cannot accept responsibility as we have been deprived of the opportunity to investigate and rectify the problem. All Passport, Visa, medical certificate and personal holiday insurance requirements are the responsibility of the client and the Operator cannot accept responsibility for any delay or expense incurred through any irregularity in the client's documents. Details of current requirements can be obtained from the Operator or the Foreign And Commonwealth Office [www.fco.gov.uk](http://www.fco.gov.uk) It is important to note that travel notices and requirements can change at short or no notice.

This contract is governed by and shall be interpreted in accordance with English law and the operator and the client hereby submit to the jurisdiction of the English courts.

**Insurance:** It is the responsibility of the client to confirm that he/she carries full holiday insurance with scuba diving cover if diving is included in the holiday. This must include recompression treatment if required and be at least as comprehensive in all aspects of cover as the Operator's offered policy.