

SCUBA DIVE ADVENTURES

BOOKING TERMS AND CONDITIONS

Introduction

These Booking Conditions, together with our Privacy Policy, the information contained in your booking confirmation and invoice, and any other written information brought to your attention before your booking was confirmed, form the basis of your contract with **Scuba Dive Adventures**, trading as **Scuba Dive Adventures**.

In these Booking Conditions:

- **“we”, “us” and “our”** mean Scuba Dive Adventures;
- **“you” and “your”** mean the lead passenger named on the booking and every person on whose behalf the booking is made, together with anyone subsequently added to or substituted on the booking;
- **“supplier”** means any airline, vessel operator, accommodation provider, transfer company, dive centre, excursion provider or other third party providing any part of your arrangements;
- **“package”** has the meaning given under the Package Travel and Linked Travel Arrangements Regulations 2018; and
- **“Event Beyond Our Control”** means an event or circumstance outside our or our suppliers’ reasonable control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Please read these Booking Conditions carefully as they set out our respective rights and obligations.

Personal information is processed in accordance with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and our Privacy Policy.

Your Authority to Make the Booking

By making a booking, the lead passenger confirms on behalf of every traveller that:

1. They have read these Booking Conditions and agree to be bound by them.
2. They have authority to accept these Booking Conditions on behalf of everyone named on the booking.
3. They consent to our use of personal information in accordance with our Privacy Policy.
4. They are authorised to provide personal information for all travellers, including relevant medical, disability or dietary information where applicable.
5. They are at least 18 years of age.
6. Every member of the party meets any applicable age restrictions.
7. All information supplied is accurate.
8. They accept financial responsibility for the booking.
9. They agree to receive all booking correspondence on behalf of the travelling party.

1. Booking and Payment

1.1 Your Arrangements

A booking may include flights, liveaboards, hotels, transfers, car hire, excursions, diving, snorkelling, equipment hire, gases, meals, baggage transportation and any other travel service shown on your booking confirmation.

1.2 When Your Contract Begins

A booking request is not confirmed until we have received the required deposit or full payment, accepted your booking and issued your booking confirmation and invoice.

Until that point, we reserve the right to decline your booking and refund any payment received.

A binding contract comes into existence when we accept your booking and issue your booking confirmation and invoice.

1.3 Payment Schedule

Unless different payment terms are stated in your quotation, booking confirmation or invoice, the following minimum payment schedule applies:

- **More than 360 days before departure:** A deposit of **5%** of the total holiday cost.
- **360–150 days before departure:** A deposit of **30%** of the total holiday cost.
- **149 days or less before departure:** Full balance payable at the time of booking.

Some suppliers require larger deposits, staged payments, earlier final payment dates or full payment at the time of booking. **Where a supplier's payment terms are more restrictive than our standard payment schedule, those supplier payment terms shall apply and will be advised to you before your booking is confirmed.**

Certain flights, permits, marine park fees, private charters, special fares, tailor-made arrangements and many liveaboards are non-refundable from the time they are booked. Any supplier-specific payment and cancellation terms applicable to your booking will be clearly identified before your booking is confirmed.

1.4 Checking Your Documents

You must check all booking documents immediately. Passenger names must exactly match passports.

1.5 Late Payments

Failure to pay by the due date may result in cancellation and cancellation charges under Clause 10.

1.7 Foreign Currency Payments

Exchange rates and payment provider charges are your responsibility.

2. Accuracy of Information

We take reasonable care that all website, brochure and quotation information is accurate.

Photographs and descriptions are representative only and may vary.

2.1 Wildlife

Wildlife sightings, visibility, currents, temperatures and sea conditions cannot be guaranteed.

2.2 Nitrox & Equipment

Nitrox, specialist gases and equipment are only guaranteed where confirmed in writing.

3. Travel & Diving Insurance

Adequate travel and diving insurance is compulsory.

Insurance should include:

- Cancellation
- Medical expenses
- Diving accidents
- Recompression treatment
- Emergency evacuation
- Repatriation
- Search & rescue
- Baggage
- Personal liability
- Supplier failure where appropriate

You may be asked to provide proof of insurance before travel.

4. Health & Fitness

You must ensure that you are medically fit for your holiday and, where applicable, for all diving and snorkelling activities included within your booking.

You must advise us before booking if you have any medical condition, disability, reduced mobility, pregnancy or other circumstance that may affect your ability to travel or participate safely in any activity.

Where a recognised recreational diving medical questionnaire identifies the need for medical approval, or where requested by us, the vessel operator or dive centre, you must obtain written clearance from a suitably qualified diving physician before travel.

If, for genuine medical or safety reasons, you are unable or are refused permission to participate in any activity, no refund or compensation will be payable unless otherwise required by law.

5. Diving Qualifications

You must meet any certification and experience requirements.

You must carry:

- Certification cards
- Logbook or digital log
- Medical clearance where required
- Nitrox or technical qualifications where applicable

The Captain, Cruise Director or Dive Manager has the final decision regarding participation.

6. Prices & Surcharges

Prices may be corrected before booking.

After booking, prices may only increase where permitted by the Package Travel Regulations because of:

- Fuel costs
- Taxes
- Government charges
- Exchange rates

No surcharge will be applied within 20 days of departure.

7. Governing Law

These Booking Conditions and any contract between you and Scuba Dive Adventures are governed by the laws of England and Wales.

Any dispute, claim or other matter arising out of or in connection with your booking or these Booking Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

8. Curtailment

No refund is normally available for unused accommodation, diving, excursions or services where you choose not to participate or return early.

9. Changes Requested by You

Changes requested after booking are subject to availability.

A **£50 administration fee per person** plus supplier charges will normally apply.

10. Cancellation by You

If you need to cancel your booking, the lead passenger must notify us in writing by email to sales@scubadiveadventures.co.uk.

Your cancellation will take effect on the date we receive your written notice during normal business hours.

Unless different cancellation terms have been advised before your booking is confirmed, the following cancellation charges will normally apply:

Cancellation before departure	Cancellation charge
More than 360 days	Loss of deposit paid
360-150 days	30% of the total holiday cost
149 days or less	100% of the total holiday cost

Some suppliers, including airlines, liveaboards, private charters, permits, tailor-made holidays, marine park permits and special promotional fares, impose stricter cancellation conditions, including non-refundable payments from the time of booking.

Where supplier cancellation charges exceed the standard cancellation charges shown above, the supplier's cancellation terms will apply. These will always be advised before your booking is confirmed.

Where appropriate, you should submit any claim for cancellation costs to your travel insurer.

11. Changes or Cancellation by Us

Minor operational changes may occur.

Where a significant change is necessary before departure, you may:

- Accept the change
- Accept an alternative holiday
- Cancel and receive any refund required by law

Compensation is not payable where changes arise through unavoidable and extraordinary circumstances.

12. Events Beyond Our Control

Except where the law requires otherwise, **we will not be liable to pay compensation** where our contractual obligations are affected by an Event Beyond Our Control.

This includes:

- Severe weather
- Civil unrest
- Terrorism
- Government restrictions
- Port closures
- Marine park closures
- Epidemics or pandemics
- Mechanical failures
- Vessel groundings
- Natural disasters
- Transport disruption

We are not responsible for independently booked travel arrangements.

13. Special Requests

Special requests should be made at booking.

They are only contractual where confirmed by us in writing.

14. Disabilities & Reduced Mobility

Please tell us before booking about any disability or medical condition.

Some vessels and remote destinations may not be suitable for travellers with reduced mobility.

15. Complaints

If you experience a problem during your holiday, you must inform both the relevant supplier and Scuba Dive Adventures immediately so that we have the opportunity to investigate and, where possible, resolve the matter whilst you are travelling.

If your complaint cannot be resolved locally, you should submit full details in writing within 30 days of your return.

Failure to notify both the supplier and Scuba Dive Adventures at the earliest reasonable opportunity may affect our ability to investigate your complaint and may reduce or remove any entitlement to compensation where permitted by law.

16. Conduct

You must behave responsibly throughout your holiday.

Anyone whose behaviour endangers others or disrupts the operation of the holiday may be refused further participation without refund.

Parents remain responsible for children at all times.

17. Our Responsibilities

Scuba Dive Adventures acts as the Organiser of your package holiday under the Package Travel and Linked Travel Arrangements Regulations 2018.

Where contracted travel services are not performed with reasonable skill and care, or otherwise fail to comply with the Regulations, you may be entitled to an appropriate price reduction and/or compensation, subject to the Regulations and any applicable international conventions.

Our liability shall be limited in accordance with the Package Travel Regulations and any relevant international conventions, including the Montreal Convention 1999 and the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, where applicable.

Except where death, personal injury, fraud, fraudulent misrepresentation or any liability that cannot legally be excluded or limited arises, our maximum liability shall not exceed three times the total price paid for your package holiday.

We are not responsible for:

- indirect or consequential losses;
- loss of business or profits;
- services that do not form part of your confirmed booking; or
- circumstances outside our reasonable control.

Nothing in these Booking Conditions limits or excludes any rights you have under applicable consumer protection legislation.

18. Liveboard Diving Expeditions

Liveboard diving is expeditionary travel.

The dive sites, reefs, wrecks, marine parks and wildlife encounters described within our itineraries, brochures and website are provided as representative examples only and should never be regarded as guaranteed. Actual dive sites and activities may vary depending upon weather, sea conditions, safety considerations, marine park regulations, government restrictions and the professional judgement of the Captain and Dive Manager.

Routes, ports, dive sites, schedules and activities are always subject to weather, sea conditions, safety considerations, marine park regulations, government restrictions and the professional judgement of the Captain.

Diving is dependent upon weather, sea conditions and safe operating practices and should never be regarded as a guaranteed element of any itinerary.

18.1 Captain's Authority

The Captain has absolute authority regarding navigation, routing, safety and vessel operation.

All guests must follow the Captain's lawful instructions.

18.2 Weather & Sea Conditions

Dives may be cancelled, delayed or replaced because of:

- Weather
- Swell
- Currents
- Visibility
- Wildlife behaviour
- Safety concerns

No refund is payable for individual missed dives resulting from these decisions.

18.3 Marine Parks & Authorities

Authorities may restrict access to reefs, wrecks or islands at short notice.

Reasonable alternatives may be substituted.

18.4 Mechanical Issues

Mechanical or operational problems may require itinerary changes.

Such changes do not automatically constitute a significant change.

18.5 Dive Site Changes

Alternative dive sites or activities may be substituted where necessary.

18.6 Missed Dives

No refund is payable where dives are missed because of:

- Weather
- Safety decisions
- Illness
- Seasickness
- Fatigue
- Equipment failure
- Alcohol or drugs
- Medical restrictions
- Insufficient qualifications
- Government restrictions

This clause does not affect any statutory rights under the Package Travel Regulations.

19. Travel Trade Membership

Scuba Dive Adventures will only claim membership of any trade association where that membership is current.

20. Financial Protection

Scuba Dive Adventures acts as the organiser of package holidays and provides financial protection in accordance with UK travel regulations applicable to your booking.

Where your holiday includes ATOL-protected flights, protection is provided by the ATOL holder named on your ATOL Certificate.

Scuba Dive Adventures is not an ATOL holder unless a valid ATOL number is expressly stated on your booking confirmation.

For non-ATOL arrangements, financial protection will be provided through the trust account, bonding arrangement, insurance-backed scheme or other protection applicable to your booking.

The financial protection applicable to your booking will always be identified on your booking confirmation.

Financial protection is not travel insurance.

21. Passports, Visas & Health

You are responsible for ensuring you meet all passport, visa, immigration and vaccination requirements.

Failure to do so may result in cancellation without refund.

22. Supplier Conditions

Supplier booking conditions form part of your contract and may impose additional limitations.

23. Assistance During Your Trip

Where required by law, we will provide reasonable assistance during your holiday.

We may recover reasonable costs where assistance is required because of your negligence.

24. Delays & Transport Information

Flight times remain provisional until final documentation is issued.

You are responsible for arriving at check-in on time with all required documentation.

25. Advance Passenger Information

You must provide accurate passport information before the deadline requested.

Failure to do so may prevent travel.

26. Government Travel Advice

You are responsible for monitoring official travel advice issued by the UK Foreign, Commonwealth & Development Office and other relevant authorities.

27. Contact Details

Scuba Dive Adventures

Telephone: **0113 450 8606**

Email: **sales@scubadiveadventures.co.uk**

Emergency Contact: **+44 7540 419796**

Website: **www.scubadiveadventures.co.uk**

Scuba Dive Adventures reserves the right to amend these Booking Conditions from time to time. The version applicable to your booking will be the version in force on the date your booking is confirmed.