

Scuba Tours Worldwide is a trading name of blue o two Ltd. Scuba Tours Worldwide arrange all the services offered in any of our literature and promotional materials. The following terms and conditions show you our commitments as part of your booking. These terms and conditions form the basis of the contract with you and Scuba Tours Worldwide.

TO MAKE A BOOKING:

If you have any queries or wish make a booking, please telephone +44 (0) 01284 748010 from inside or outside of the UK. It is at this stage that you will book your service and will be asked to pay a deposit of 25% of the total package price* or full balance if date of departure is within 12 weeks.

A contract between us will only come into effect when we send you a written booking confirmation document (please note that any other e-mails received is not a written confirmation for this purpose - a contract will only come into effect when our formal booking confirmation document is sent to you). When the contract comes into effect, we become responsible to provide you with the holiday or flight you have booked, and you become responsible to pay for it, in each case subject to these terms and conditions.

Please note: it is important you check carefully the written confirmation when you receive it, or if booking late that all details are as you require them. Our obligation is to provide the arrangements you have booked as described on this website and confirmed to you. If you wish to change or cancel those arrangements later, you may have to pay an amendment or cancellation charge and additional costs (see below) which may be as much as the whole of the original price of your arrangements.

In parties of two or more people, the person who actually makes the booking is the person with whom we make the contract with and that person accepts responsibility for making all payments to us for all members of the party. Conversely, we will send all documents and other information to that person alone, who will be responsible for ensuring that all other members of the party are kept fully informed.

At the time of booking, we also require the following information from all party members:

- Title & Full Name (as it appears on your passport)
- Passport Number & Nationality**
- Date of Birth
- Current Diving Qualification
- Approx. no. of logged dives
- Equipment Requirements (please ask your Scuba Tours Worldwide advisor for current prices)
- Special Gas Requirements (please ask your Scuba Tours Worldwide advisor for current prices)
- Upgrade Options (E.g. Cabin and Hotel upgrades; please ask your Scuba Tours Worldwide advisor for current prices)
- Insurance Policy Number, Provider and Contact Telephone No.
- Emergency Contact Details

**Please ensure you have enough validity left on your passport in accordance with the requirements for your holiday destination. Information about passport and VISA requirements for British nationals can be found on the government website www.gov.uk/foreign-travel-advice. Select the country of travel and click on 'Entry requirements'. Please ask if you require any assistance.

Payment:

The total price of the arrangements you have booked is payable:

- If you book more than 12 weeks before your scheduled departure date, a deposit of **25% of the total package price* per person**, plus any insurance premiums is payable when you book, and the balance will be payable 12 weeks before your scheduled departure date.
- Please note that if you cancel any holiday on which a reduced deposit has been paid the full deposit as shown above will be payable as the minimum cancellation charge in the event that you cancel (see also 'if you cancel' below). If you book less than 12 weeks before your scheduled departure date, then the full price is payable when you book.
- No charge is made for payment by a UK cheque or UK debit card. Due to the fee levied by credit card companies - a charge of 2% applies to payment made by a UK credit card. A charge of 3% will be added to payments made from all non-UK cards. It is also possible to pay by bank transfer. Please call our UK office for details.
- Please note that your booking may be cancelled if you do not make payment on time (and we will not normally

send reminders) and if it is, cancellation charges as set out under "If you cancel" (see below) will be payable by you.

(*Unless otherwise stated. For Red Sea and Maldives blue o two fleet bookings made more than nine months prior to departure, the initial deposit is 10%. Nine months prior to departure, we will require a further 15% per person, making the total deposit payable 25%)

Single Supplement:

There will be an extra charge for single room occupancy for bookings in resort or on any liveaboard. Please enquire for further details.

Special Requests:

If you have any special requests that do not form part of the holidays described in our brochures (for example dietary or room requirements) please let us know at the time of booking. These will then be passed on to the relevant authority or supplier and we will do the very best we can to ensure these requirements are met. Please note that we are not able to pre-allocate seat numbers. Those with specific requirements should contact the airline directly. Not all airlines offer a pre-book facility.

Fuel Supplements & Surcharges:

These arise as a result of changes in fuel and/or other costs between the time we price our flights and/or liveaboard diving holidays and the time of booking or travel. These changes are beyond our control and we reserve the right to alter prices and introduce fuel supplements where changes in fuel costs occur, particularly given the usage of diving vessels. The amount of supplement will vary depending on the length of the flight, sailing and/or liveaboard holiday. Any applicable fuel supplement will be shown separately in the price breakdown.

Should exchange rates/airport/hotel/security/fuel charges/taxes fluctuate, beyond our control, we reserve the right to impose surcharges, calculated as a percentage of the holiday cost. Should surcharges of up to 2% be necessary, we will absorb the cost. Should surcharges of above 10% be passed on to you, you may cancel and receive a full refund of all monies paid. No surcharge will be made for confirmed bookings within 30 days of departure. (Surcharge policy subject to cancellation waiver conditions if applicable).

BEFORE YOU TRAVEL:

Pre-Travel Advice:

The Foreign and Commonwealth Travel Advice Unit may have issued information about your travel destination. You are advised to check this information on the Internet under the address <http://www.fco.gov.uk> or alternatively you are able to contact the ABTA information unit on 0901 201 5050 (approx. 50p/minute).

Consumer Protection:

The air holidays and flights in this brochure are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 6589. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk

Insurance:

It is a condition of booking with us that you take out travel insurance. Details of the insurance that we recommend can be supplied on request. This cover is, we believe, adequate for most purposes. You must be covered by suitable insurance arrangements covering at least the cancellation of your booking, and providing medical cover for illness or injury while overseas; especially covering any SCUBA diving activity. You must provide us with the name of your insurers and your policy number when you book with us or as soon as possible thereafter. If you have not provided us with the name of your insurer and policy number within 14 days of booking (or 3 days before departure if booking late) we reserve the right to cancel your booking and refund all payments you have made to us.

Diving Insurance:

We recommend that at a minimum you get insurance that covers you for SCUBA diving to 40m. However, it is your responsibility to make sure that you have adequate insurance to cover all aspects of your holiday and it is your responsibility to make the appropriate arrangements.

Diving Medical Form:

For daily diving or a liveaboard safari, all divers are required to complete a self-assessment medical form before diving. This is available.

Airport Arrival and Flight Travel:

In light of increased airport security it has become necessary to extend pre-flight check in times to 3 hours prior to the scheduled take-off time for your flight. If you fail to check in on time the airline is within its rights to refuse your travel. We cannot accept responsibility if this situation arises and any costs or losses incurred will be your responsibility. You may of course make a claim under the terms of your insurance policy. Similarly, Scuba Tours Worldwide can take no responsibility if an airline refuses an individual travel due to intoxication or aggressive behaviour.

Airline Baggage Allowance:

Baggage allowance is subject to airline conditions and can change at the last minute in accordance with aviation security. Please check the airlines website prior to travel for up-to-date allowances and restrictions. This may mean that the baggage allowance stated on your printed ticket may have changed.

Children on Liveboards:

Children under 18 years of age must not be left unsupervised on-board or in the water. Parents and Guardians are responsible for the supervision of children under 18 years of age. One parent/guardian must supervise children during dives. This may mean that parents are not able to dive together. Guests are not advised to bring children under the age of 12 on a liveboard safari due to the environment and the nature of the holiday.

CANCELLATIONS & MATERIAL CHANGES:**Name Changes:**

For all bookings with Scuba Tours Worldwide, name changes and alterations are charged at £50 per name. Some airlines charge in excess of this and in these exceptional circumstances Scuba Tours Worldwide reserves the right to increase this charge.

Holiday Cancellations made by you:

You are entitled to cancel your holiday at any point. All cancellations can be made by the following methods: 1) Calling the office on +44 (0) 1284 748010, 2) emailing sales@scubascuba.com or 3) posted to Scuba Tours Worldwide, Innovation House, Boldero Road, Bury St Edmunds, Suffolk, IP32 7BS. Cancellation will take effect from the day this notice is received and receipt will be confirmed in writing via email. The following charges will apply:

Cancellation fees apply on the recommended retail rates.

Number of days before departure on which notice of cancellation was received: Cancellation charges as a percentage of the total holiday price (excluding insurance premiums):

More than 56 days: 25% (or deposit amounts paid, whichever is greater)
Between 29 and 56 days: 75% (or deposit amounts paid, whichever is greater)
Between 0 and 28 days: 100%

If the holiday price depends on the number of persons booked into an accommodation and you wish to change that number of persons, the price will be calculated on the basis of the new party size. Any increase in price per person as a result of part cancellation is not a cancellation charge. It is a price adjustment resulting from the amendment to the number of persons travelling.

If you decide to cancel any part of your holiday/expedition during the course of your stay you must notify us or our agents immediately, in writing explaining the reasons for the cancellation.

Changes made by us:

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. If we make a major change, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available. If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause.

We also reserve the right to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will endeavour not to cancel your travel arrangements, except for reasons of force majeure or failure by you to pay the final balance.

Please note that carriers such as Airlines may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard or higher within the same resort area, this includes a change to the liveaboard vessel.

If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of accepting the change of arrangements, accepting an offer of alternative travel arrangements from us if available or cancelling your booked holiday and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below.

Notification period Compensation per person

56 days and over nil
between 56 to 28 day £10.00
between 27 to 14 days £20.00
13 and 1 day or notice in resort £30.00

Major changes may include the following:

- We need to change your flight departure time by over 12 hours.
- We have to change your accommodation to that of a lower rating/classification.
- We have to change your holiday to a different country or different area of the same country.

IMPORTANT NOTE: Compensation payments do not apply to circumstances beyond our control (force majeure). We can cancel your holiday in the following circumstances: war, threat of war, riots, civil strife or terrorist activity, industrial disputes, natural or nuclear disasters, fire, technical problems with transport, airport closures, bad weather conditions and similar events beyond our control.

Changes after the start of your holiday:

Very occasionally we have to change your holiday arrangements after you arrive in the resort. If we do this, we will try to place you in accommodation of the same or higher standard in the same or similar resort. We will pay you compensation according to the scale shown in the section; Cancellations or Material Changes made by us.

Our liability to you:

We will take reasonable skill and care in ensuring that your travel arrangements, which you book with us, are supplied as described within our documentation to you. If, as a result of our fault or that of our direct suppliers, any part of your travel arrangements is not provided as promised, we may, subject to what follows, pay you appropriate compensation if this has affected the enjoyment of your holiday.

We cannot accept liability in the following circumstances:

- If you or any member of your party is at fault.
- If the failure is the fault of someone else not connected with providing the services that make up the holiday that we have confirmed to you.
- Any unusual or unexpected circumstances beyond our control, which we could not have avoided, even if we had used all possible care.
- Any event that the service supplier or we could not help, expect, or prevent.

We will of course use our best endeavours to offer our assistance if you suffer difficulty whilst on holiday. If you, or any member of your party, suffer illness, personal injury or death, through no fault of ours or your own, during your holiday which arises out of an activity which is not part of the holiday arrangement, we will help you organise any claim you may have against anyone else. The extent of our assistance in this respect may include the provision of translation services, communicating with authorities and others in foreign resorts and recommending foreign lawyers if this is appropriate. We may seek to recover from you any direct cost we incur in no fault circumstances, which in any event will be limited to £5,000.

DURING YOUR VACATION:

Responsibility/ Supervision/ Behaviour/ Damage & Disturbance:

We cannot be held responsible for client(s) that do not have adequate travel insurance. Furthermore, we cannot be held responsible for costs arising due to failure of obtaining such a policy. All adults in the group shall be responsible for ensuring that local residents, other guests, holidaymakers, our agents or persons providing you with our service are not disturbed by unreasonable or unruly behaviour. If any equipment or property belonging to

us or our suppliers is damaged or lost, we reserve the right to make a charge to make good the damage or loss. The members of the party will be deemed to be jointly and severally liable for any such damage and in certain cases (at our discretion) a damage deposit may be taken at the time of issue or occupation. You will be liable for any damage caused while using Scuba Tours Worldwide services.

Lost property:

If you leave **any** personal property in the resort and would like us to assist you in retrieving it, the following charges will be applicable:

Small item: £50 plus p&p

Max weight: 2kg Max length: 45cm Max width: 35cm Max thickness: 8cm

Large item: £100 plus p&p

Max weight: 20kg Max length: 61cm Max width: 46cm Max thickness: 46cm

Swimming Pools:

You must always obey pool rules and accept that many organisations do not employ a life-guard. Please ensure that children and non-swimmers are supervised at all times and follow the local guidelines for using the facility. Individuals should not enter the pool after the consumption of alcohol and we accept no liability for accidents or for any activities carried out without proper regard for safety.

Extra Beds:

When booking a room with more than 2 beds (triple room) any additional beds will usually be of smaller size or even 'chair bed' style.

Water:

In many countries water is scarce so exercise conservative measures with ones usage. In many countries it is only advisable to drink bottled water, if unsure whether water is safe to drink, please drink bottled water.

Hot Water:

Many hotels and resorts use solar heating for the provision of hot water supply. In light of this you must be prepared to use tepid water during times of low sunlight or high seasons due to the increased demand.

Safety and Local Standards:

Safety standards vary throughout the world and are often regrettably not to UK's standard. Therefore the standards of fire safety, emergency procedures hygiene etc. may not meet your expectations. We make every effort to ensure that health and safety standards are adequate and meet local laws and regulations. However, we can accept no liability if they fall short of UK regulations.

Balconies:

Exercise caution when using balconies and never leave children unsupervised on a balcony.

Emergency/Safety:

Please observe all fire and emergency safety regulations and notices, ensuring that you are aware of any action you need to take in the event of an emergency situation. Always observe all the fire exits from your accommodation and familiarise yourself with the correct evacuation procedures.

Beaches:

Swimming outside of beached areas is very dangerous as there may be strong and unpredictable undercurrents. We recommend that you only swim in recommended beach areas and away from rocky outcrops. Familiarise yourself with local flag warning systems and seek local knowledge prior to entering the water. Children should be supervised at all times. It is recommended that no person should swim under the influence of alcohol, in low visibility conditions or where the conditions prove to be hazardous or dangerous. We accept no liability to you in this situation, or any swimming, bathing activity carried out without proper regard for safety.

Alcohol consumption:

There are times when alcohol consumption is not responsible or appropriate. Alcohol should be avoided prior to sunbathing or swimming as it causes dehydration and increases the chances of an incident. Never drink if hiring a car or if driving at any time and never dive under the influence of alcohol. Drunken behaviour in accommodation or on an aeroplane may result in disciplinary action being taken against you by the relevant authorities. In the result of inappropriate behaviour caused as a result of alcohol consumption or non-prescription drug use, we will have no further responsibility for you, and at our discretion, we may repudiate our contract with you.

Pregnancy:

All females who are over 28 weeks pregnant must have a valid medical fitness certificate prior to travel. Once 32 weeks of pregnancy has passed it is no longer acceptable to travel by air. If you or a member of your party is pregnant always seek doctor's advice on whether such a service is safe. If your GP advises against taking such a

service, then we accept no liability for you throughout the trip. This also applies to any person whose GP advises against participating in one of our services.

Diving Participation:

We reserve the right to require you to produce evidence of appropriate insurance as above. It is your responsibility to ensure that you are fit to dive and may be required to fill out a questionnaire to this effect in resort. We recommend that you undertake a diving medical on a yearly basis with a recognised medical referee. When undertaking a diving service/holiday with Scuba Tours Worldwide the local laws and regulations governing diving form part of the contract and must be observed and respected e.g. maximum diving depth limits. Scuba Diving is not recommended 24 hours prior to any flight. When choosing a diving service from Scuba Tours Worldwide it is entirely up to you to make sure that diving is suitable for you before your departure. We cannot issue any refunds if you decide not to participate in any diving activities.

Diving and Weather Conditions:

Unfortunately weather patterns are hard to predict. In light of this you will have to accept that on some occasions at the discretion of the Dive guide or Instructor it may not be suitable or safe to conduct diving activities at your chosen diving location. On liveaboard boats an alternative itinerary may be necessary if weather conditions prove too difficult for diving. We cannot be held responsible or liable for weather patterns and the resulting loss of diving days, courses or activities. You may of course make a claim under the terms and conditions of your insurance policy.

Delays:

Delays to flights from or to your point of origin do occur whether the cancellation or delay is caused by adverse weather conditions, re-scheduling by the airline, airport authority and / or action by air traffic controllers, mechanical breakdown or industrial action. Baggage can also be lost, stolen or delayed by the airline carriers. We will always try and ensure that these situations do not affect your holiday too greatly but you should check that these eventualities are covered within your insurance policy.

Our Representatives:

Our representatives are carefully selected, fully trained and are on duty at different times throughout your stay to offer advice and assist you with making your stay more enjoyable. Liveaboard / Safari guests will be provided with a dive guide where in most circumstances will act as our representative. In some instances a representative may not be available. In this instance our ground agents will act as our representatives.

Liability:

We, subject to these terms and conditions and any proven fault on our part, will deal with any claims arising as a result of death, bodily injury or illness to the signatory or a bone fide member of his/her group. Where the service in question consists of carriage by air or sea, we shall be entitled to limit its liability as provided by international conventions.

We cannot be held liable for any loss of the duration of your stay and diving days as a result of incidences beyond our reasonable control.

We will endeavour to take all reasonable and proper steps to ensure that arrangements have been made for all diving services and that suppliers of the various services are efficient, safe, and reputable and comply with the necessary local laws of the country of origin. However we cannot guarantee that these standards meet British or European safety standards.

Complaints:

You have a legal obligation to notify us immediately if you have any complaints during the duration of your holiday, you should report them directly to your representative, which would usually lead to the complaint being resolved. If however, you are still not satisfied that the complaint has satisfactorily been resolved, then please follow it up with a letter to us within 30 days of returning from your holiday. Failure to notify us as soon as possible and give us the opportunity to rectify any problem may extinguish or limit any claim you may make.

LOYALTY CLUB:

To be eligible to join our loyalty club you must have made TWO direct bookings.

The card is non-transferrable and offers apply to the card holder ONLY.

Scuba Tours Worldwide holiday offers do not apply to subsidised trips such as HAYAH. Scuba Tours Worldwide Loyalty Club discounts do not apply to dive show discounts and other special promotions as stated.

To redeem your discounts you must be able to quote your member number and also show your card in resort at participating establishments.

Your club card remains the property of Scuba Tours Worldwide.

COMPANY DETAILS:

Blue O2 Limited trading as **Scuba Tours Worldwide**,

Registered address:

Mount Batten Centre
70 Lawrence Rd
Mount Batten
Plymouth
Devon
PL9 9SJ

Telephone: +44 (0) 1752 480 808

Fax: +44 (0) 1752 482 008

Company Registration Number: 5080568

VAT Registration Number: GB 837 2396 06

Governing Law:

This contract and all claims arising from it shall be subject to the laws of England & Wales.