



Terms and Conditions

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply all of the diving holiday packages (“Holidays”) listed on our website: divesafariasia.com and divesafariasia.co.uk (“our site”) to you. Please read these terms and conditions carefully before you make a booking with us. You should understand that by making a booking for one of our Holidays, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

Information about us

divesafariasia.com and divesafariasia.co.uk are sites operated by Sarah Kemsley and Benjamin Stokes trading together in partnership as “Dive Safari Asia(“we”). Our trading address is at 15 Harrow Road, Brislington, Bristol, BS4 3ND.

Your Status

By making a booking with Dive Safari Asia, you warrant that you are at least 18 years of age and accept the terms and conditions as outlined in this document.

Your holiday contract

When you make a booking you will receive an e-mail from us acknowledging that we have received your enquiry. A binding contract comes into existence when we release our acceptance of your holiday request, we will notify you of this by emailing or sending an invoice. These booking conditions form the basis of that contract. Your contract is governed by English law and is subject to the jurisdiction of the Courts of England and Wales only.

The prices shown in our holiday descriptions for resort and liveaboard stays are subject to change. We will quote you the price applicable to your chosen holiday, based on your chosen arrangements, at the time of booking. You will have the option to accept or decline our quotation before your booking is confirmed by us.

If you decide to confirm the reservation of one of our Holiday choices a deposit is required. This will usually be (but not limited to) between 20% - 30% of the total Holiday price. If our suppliers require a larger deposit sum we reserve the right to increase this value, you will be notified of this in advance. The balance of the holiday cost must be received by us not less than 90 days prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. For bookings made on credit card a 2% surcharge will be applied to the booking balance total.

Your right to cancel

If you or a member of your party needs to cancel your holiday you will need to advise us immediately by recorded delivery post. The following scale of cancellation charges will normally be applied based on our estimated expenses and losses suffered as a result of your cancellation:

Number of days before departure	Amount Forfeited
90 days or more	Loss of deposit
90 – 28 days	75% of total holiday cost
Less than 28 days	100% of holiday cost

Cancellation charges are based upon per person cancelling. Occasionally a holiday may have different cancellation conditions: any such variations will be detailed in the individual holiday description. If the reason for your cancellation falls within the terms of your travel insurance the cancellation charges will normally be refunded by your insurance company (less any excess applicable). If, after we have issued your Booking Confirmation, you wish to change or add to your Holiday package in any way, we will try to assist but it may not always be possible. Any requests for

changes to be made must be in writing, e-mailed to info@divesafariasia.com. Where we are able to make an amendment, a fee of £50.00 per booking per amendment will be charged together with any further costs we incurred in making the alteration.

your right to change your booking

If, after we have issued your Booking Confirmation, you wish to change or add to your Holiday package in any way, we will try to assist but it may not always be possible. Any requests for changes to be made must be in writing, e-mailed to info@divesafariasia.com.

Where we are able to make an amendment, a fee of £50.00 per booking per amendment will be charged together with any further costs we incurred in making the alteration. We will not be able to provide a refund or compensation for any unused accommodation or any unused service or feature of the Holiday package, nor will you be able to exchange those unused features for any others if you change, cancel or shorten your holiday.

Our right to change or cancel your booking

We reserve the right to make changes to your Holiday booking and to the packages described on our website at any time both before and after we have issued you with a booking confirmation. Most changes will be minor ones. Occasionally it is necessary to make a significant change perhaps because one of the Holiday destinations has become unsafe and the Foreign Office have advised against travel. There may be other reasons. If we have to make a major change to your booking, for example, a significant change of resort or a change of accommodation to that of a lower category, we will inform you as soon as possible and you will then have the following choices:

- (1) to accept the alternative we will offer you;
- (2) to choose another Holiday package from our website; or
- (3) to cancel and receive a full refund of all monies paid to us.

Occasionally, we may have to cancel your Holiday booking. Where we are unable to provide the Holiday booked, we will return to you all monies paid or offer you an alternative holiday of comparable standard. If for any reason you fail to reach a liveaboard boat by the scheduled time of departure, you will be responsible for all costs involved in meeting up with the boat. In such circumstances we will, of course, do our utmost to assist you resume your holiday. You can contact us on +44 800 955 0180 and in most cases you will be able to reach us 24hrs a day.

Diving Requirements

If you or any of your party book the diving element of a holiday you should be fully qualified Open Water divers, and hold either PADI, BSAC, NAUI or other recognised certifying agency qualifications which should be indicated on your booking form. All diving clients warrant that they have no health problems or other physical limitations (such as a history of lung disorders, asthma, epilepsy, diabetes or recent surgery) which would limit their participation in a diving holiday and agree to discontinue diving if respiratory congestion or a head cold takes place during the holiday. If any client has any medical condition contrary to these requirements they must produce, prior to booking, a medical certificate indicating their fitness for diving. Anyone failing to notify us at the time of booking of any such limitations faces the risk of losing the diving element of the holiday.

If you have any doubts about your ability to participate fully in a holiday then please contact our office before making a booking. By completing a booking form for one of our Holidays, you confirm to us that you already have the minimum qualification level required (which is made clear in the Information Pack for each Holiday). You must show evidence of your qualifications on arrival at the holiday destination before any activities can take place. Unfortunately, we cannot allow you to dive if you cannot provide us with proof of your diving qualifications. If you are unsure about this please contact us before making a booking.

Our Liability

We accept responsibility for ensuring that your Holiday travel arrangements with us are supplied as described on this site. If any part of your travel arrangements are not provided as promised due to the fault of our employees' agents or subcontractors, we agree to pay you appropriate compensation if this has affected the enjoyment of your Holiday. However, we may not be liable for events outside our control.

Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to a maximum of [twice the value of the original travel arrangement costs]. This does not include or limit in any way our liability:

- (a) for death or personal injury caused by our negligence; or
- (b) under Section 2.3 of the Consumer Protection Act 1987; or
- (c) for fraud or fraudulent misrepresentation; or
- (d) for any matter for which it would be illegal for us to exclude or attempt to exclude our liability.

In respect of travel by air, sea or rail and the provision of accommodation, compensation in all cases will be limited in the manner provided by the relevant international conventions and the conditions of carriage of any carrier, copy of the conventions and the conditions of carriage of the relevant carrier are available from our office on request.

If you have a complaint

If you have a problem during your holiday, please inform our local representative immediately who will try to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us at: Dive Safari Asia, 15 Harrow Road, Brislington, Bristol BS4 3ND or by e-mail to info@divesafariasia.com. Please provide your booking reference and all other relevant information.

We strongly advise you to communicate any complaint to the local supplier of your services in question as well as to our representative without delay whilst you are in the resort. If you fail to follow this simple procedure, we will have been deprived of the opportunity to investigate and put things right whilst you are in the resort and this may affect your rights under this Contract to us for compensation.

Insurance

It is a condition of booking a Holiday that you have taken out adequate insurance against such risks as medical costs, personal accident risks, personal liability and legal expenses. You are especially advised to insure against cancellation and loss of deposit. You must ensure that your policy has an endorsement for scuba diving. We will require you to produce evidence of your policy before we e-mail your booking confirmation to you, together with confirmation from your insurers that you have paid the premium.

Travel documents

We will advise you on what travel and health formalities may be required for your Holiday. However, it is your responsibility to ensure that all necessary travel documents, such as passports, visas and diving qualifications are obtained and are valid.

Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

All notices given by you to us must be given to Ben Stokes at 15 Harrow Road, Brislington, Bristol, BS4 3ND or by e-mail to ben@divesafariasia.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order or in any of the ways specified in clause. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter.

In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

Transfer of rights and obligations

The Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of the Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
Strikes, lock-outs or other industrial action.

Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

Impossibility of the use of public or private telecommunications networks.

The acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

Waiver

If we fail, at any time during the term of the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14 (www.practicallaw.com/A above. Severability)

If any of these Terms and Conditions or any provisions of the Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Entire agreement

These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing. We each acknowledge that, in entering into the Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these terms and conditions. We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

Our right to vary these terms and conditions

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

You will be subject to the policies and terms and conditions in force at the time that you make your Holiday booking, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority, or if we notify you of the change to those policies or these terms and conditions before we send you the Booking Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Booking Confirmation).

Law and jurisdiction

Your Contract with Dive Safari Asia will be governed by English law. Any dispute arising from, or related to, such contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

End