

**PLEASE READ CAREFULLY:**

Regaldive is a trading name of Regal Diving and Tours Limited. Regaldive ("the Company", "we", "us" and "our") accepts bookings subject to the following conditions. Except where expressly stated, these conditions only apply to tour arrangements booked by the client with the Company and which the Company agrees to make, provide or perform (as applicable) as part of their contract with the client. All references in these conditions to "tour", "holiday" "booking", "contract" or "arrangements" mean such tour arrangements unless otherwise stated.

**YOUR TOUR CONTRACT**

The contract is between the Company and the client ("the client" and "you" in these conditions), being any person travelling or intending to travel on a tour operated by the Company including any person who is added or substituted after booking. We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of England and Wales, Scotland and Northern Ireland only. No employee of the Company other than a director has authority to vary or omit any of these terms. No promise of a discount or refund will be binding on us unless confirmed by us in writing.

**1: BOOKING & PAYMENT OF DEPOSIT**

- a) A signed booking form and a deposit of £150 per person for a Red Sea holiday (land based), £200 per person for Red Sea liveaboards and Fastrack courses, £250 per person for a Worldwide holiday (£400 per person when using Singapore Airlines), £500 per person for Worldwide liveaboards except all Galapagos liveaboards where a deposit of £850 per person is required. **At times, higher deposits are required to confirm the services booked. The level of these deposits will be advised at the time of booking.** If a booking is made 70 days or less prior to your departure date, the full payment of the cost of the holiday is required with your signed booking form. The booking is binding on the Company only when it has issued confirmation in writing. Any person submitting a booking, or on whose behalf a booking is made, is responsible for ensuring that the payment of any sums due in respect of the booking is duly made to the Company.
- b) The Company reserves the right to decline any bookings.
- c) The Company is not under any obligation to dispatch any tickets, vouchers or documents until full payment of the booking has been received by the Company or its authorised travel agent.

All monies paid to any authorised travel agent of the Company for your holiday with the Company will be held on behalf of and for the benefit of the Trustees of the Air Travel Trust subject to the travel agent's obligation to pay such monies to the Company in accordance with the Company's trading terms unless the Company fails. In the unlikely event of the Company's financial failure, all monies then held by the travel agent or subsequently paid by you to the travel agent will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation on the agent to pay such monies to the Company.

Dive centres are not bonded and are not classed as an agent for the Company. The Company cannot be held responsible for any monies made payable to such dive centres. Instead, all cash payments and cheques should be sent directly to the Company.

**2: PAYMENT OF FULL BALANCE**

The total cost of any booking shall be paid so as to be received by the Company not later than 70 days prior to the scheduled departure date of the holiday. In the event that the payment is not received by the Company by that date, the Company may choose to treat the booking as cancelled by the client in which event the cancellation fees listed in 3 shall apply. In the case of non-payment of the balance by the due date, the Company reserves the right to cancel your booking and cancellation charges will apply. Any monies paid by you to an authorised travel agent for tours operated by the Company are held by the agent on the

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Company's behalf. You can pay the deposit and full amount by cheque, credit or debit card. We accept Visa, Mastercard, Maestro / Solo. A credit card fee is not payable for the deposit payment and insurance. However, a 1.75% fee is payable (£1.75 per £100) if your final balance (or the full amount) is paid to Regaldiva by credit card and 2.25% fee is payable (£2.25 per £100) if your final balance (or the full amount) is paid to Regaldiva by Amex card. We reserve the right to increase this charge if the card issuer's charges to us increase. We will advise you if this happens before taking any payment by credit card. This fee does not apply if payment is made by Maestro / Solo debit cards.

### **3: CANCELLATION BY A CUSTOMER**

When a client wishes to cancel a booking, and notification of the cancellation, which must be made in writing to the Company, is received within the period stated below, the following percentages of the entire cost of the holiday will be charged, together with the full insurance premium. However, some suppliers have conditions which require the payment of higher or different charges (including the imposition of 100% cancellation charges well in advance of the normal balance due date) which you will have to pay in the event of cancellation. You will be advised at the time of booking if this is the case for your tour. More than 70 days = loss of deposit, 70 – 42 days = 60%, 41 - 29 days = 75%, 28 - 0 days = 100%. Amendment charges and insurance premiums are not refundable in the event of cancellation.

It is strongly recommended that comprehensive travel insurance is taken out which includes cover against cancellation charges. Depending on the reason for the cancellation, you may be able to reclaim the cancellation charges (less any applicable excess) under the terms of the insurance policy. All claims must be made direct to the insurance company. In the event of the cancellation of a booking where the client is liable to pay to the Company cancellation charges in excess of the amount already paid to the Company at the time of cancellation, the client cannot transfer or add these charges to another booking or use any amounts paid to us in relation to the cancelled booking by way of part payment for another booking. Part cancellation of a booking may result in additional costs being payable by the remaining clients.

### **4: MODIFICATION BY THE CUSTOMER**

Should you wish to make a change to an existing booking we will arrange this, subject to availability, but will impose an administration charge of £75 per person for each item changed. Dates of travel and / or resort cannot be modified. Short notice alterations are not always possible and should you find it necessary to cancel your holiday the cancellation charges listed in 3 above will apply. Any amendment charges imposed by suppliers will be charged to the customer.

### **5: MODIFICATION BY THE COMPANY**

- a) While the Company will do its best to operate all tours as advertised, it reserves the right to change and correct errors in any of the facilities, services, prices or itineraries described on our the website at any time before or after your booking is confirmed. Most changes are minor. Departure ports for liveaboards may change after confirmation and this may require a longer transfer on arrival / departure. This is classed as a minor change.

Occasionally, we have to make a significant change. If a significant change has to be made, the Company will inform the client as soon as reasonably possible, if there is time before departure. In the case of any material modification or of cancellation, the Company will, if possible, offer alternative arrangements or, if these are not acceptable, a full refund of monies will be paid. When offering alternative arrangements the Company will, if accommodation is affected, endeavour to provide an alternative in the same area. If the Company is only able to offer a lower classification of hotel it will refund the difference in the price.

- b) A significant change, as mentioned in 5a above, is one which has a significant effect on the customer's holiday, such as change of accommodation to a different resort or to any inferior classification in the same resort, a change of departure or return timings of more than 20 hours or a change of departure airport which will cause substantial inconvenience

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to the customer, e.g. a change between one of the four London airports would not be considered material.

- c) Force Majeure: Except where otherwise expressly stated in these conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any injury, damage, loss or expense of any nature as a result of "force majeure". In these conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, disease, fire and all similar events outside our control.
- d) Should the Company materially modify, you then have the following alternatives: (1) Accept the change, with a credit towards the cost of an existing or future holiday with us – see the scale below (2) Select another holiday with us, with a credit - see the scale below (3) Cancel the holiday, receive the full refund plus a cash compensation - see the scale below. Scale: Notification 64 days and over, (compensation or credit) nil; between 63 to 28 days, £10; between 27 and 14 days, £20; 13 days and 1 day or notice in resort, £30.

### **6: CANCELLATION BY THE COMPANY**

- a) The Company reserves the right to cancel a tour in any circumstances but will not cancel a tour less than 28 days before the start of the holiday except for force majeure (see clause 5c), or the client's failure to make all payments (including the final balance and any surcharge) when due. Please note, some tours require a minimum number of participants to enable us to operate them (liveaboards for example). If any tour does not have the minimum number of participants required to make it commercially viable, we are entitled to cancel it. We will notify you or your travel agent of cancellation for this reason not less than 28 days before the start of your tour. If we have to cancel, we will tell you as soon as possible. If there is time to do so before departure and the cancellation does not result from your failure to pay, we will offer you the choice of purchasing another available tour from the Company (paying or receiving a refund in respect of any difference in price) or receiving a full refund of all monies paid to us. We regret we cannot meet any visa, vaccination or similar costs in the event of any change or cancellation by us.
- b) Similarly, you are advised only to book fully flexible transport and other arrangements which can be cancelled or changed without charge, we cannot pay any cancellation, amendment of other charges you may incur in relation to any transport or other arrangements which you have to change or cancel as a result of the cancellation of your tour. In addition, we will as a minimum, where compensation is due, pay you the compensation set out in clause 5d above depending on the circumstances and when the cancellation is notified to you or your travel agent subject to the following exceptions.
- c) Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care (such circumstances are likely to include those listed in clause 5c "Force Majeure") or (2) we have to cancel because the minimum number of participants necessary for us to operate your holiday has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

### **7: THE COMPANY'S LIABILITY TO THE CUSTOMER**

Bookings are accepted on the understanding that clients appreciate and accept the possible risks inherent in diving and that they undertake the holidays featured in our programme at their own volition. Each person wishing to participate in such activities may be asked by the supplier to sign additional forms and in all cases must adhere to the restrictions imposed by the supplier.

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- 1) We promise to make sure that the tour arrangements we have agreed to make, perform or provide, as applicable, as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these conditions and the other information which forms part of your contract with us, we will accept responsibility if, for example, you suffer death or personal injury or your contracted tour arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted tour arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).
- 2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: - the act(s) and/or omission(s) of the client(s) affected or any member(s) of their party or the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable or 'force majeure' as defined in clause 5c above.
- 3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which any supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you. Any optional excursions or activities booked during your holiday do not form part of our contract as these are all arranged for you directly by the suppliers concerned – please see clause 13 Excursions below.
- 4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. Please bear in mind that standards of, for example, safety, hygiene, and quality may vary throughout the destinations, services and transport your tour involves and may be lower than or different to those applicable in the UK. This is particularly important where liveaboard dive boats are concerned, when the clear limitations of being on such a small vessel must be accepted. If the particular services which gave rise to the claim or complaint complied with the local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the tour in question.
- 5) As set out in these conditions, we limit the maximum amount we may have to pay you for any claims you may make against us. We do not, however, limit or exclude our liability for death or personal injury caused by the negligence of ourselves or our employees (providing they were at the time acting within the course of their employment). Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £500 per person affected unless a different limitation applies to your claim under clause 7(6) below. You must ensure you have appropriate travel insurance to protect your personal belongings. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis, the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 7(6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your tour.

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- 6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question were that claim made against it (for example, the Warsaw Convention 1929 as amended or unamended and the Montreal Convention 1999 for international travel by air and/or for airlines with an operating license granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention 1974 for international travel by sea and COTIF, the Convention on International Travel by Rail). Please note: where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier or hotelier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.
- 7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any expenses or losses incurred by or relating to any business including self employed loss of earnings.
- 8) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 6. If you have a Complaint. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

### **8: CHARGES**

We reserve the right to make changes to and correct errors in advertised prices at any time before your tour is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Once the price of your chosen tour has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in the exchange rates which have been used to calculate the cost of your tour.

No price surcharges will be made within 31 days of departure and no refunds will be made during this period either. If variations occur before that time, we will absorb or retain a total amount up to the equivalent of the first 2% (excluding insurance premiums and any amendment charges) of your invoiced tour cost. For variations greater than 2%, we will still absorb the first 2% in the case of increases, but will not retain it from refunds. If we impose a surcharge which means paying more than 10% of your tour price, you will be entitled to cancel your tour with a full refund of all monies paid to us except for any premium paid for insurance and amendment charges or alternatively to purchase another tour from us as referred to in clause 5 "Modification by the Company".

Any variation in cost will be calculated on the divergence from the exchange rates on which quoted prices are based. Any variation in cost will be calculated on the divergence from these exchange rates. Variation in taxes or port fees, where they are included in the package price,

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will be calculated and amended at cost. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase an alternative tour. If you do not do so, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the tour. Please note that tour arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your tour due to contractual and other protection in place.

### **9: CANCELLATION IN VIEW OF BEHAVIOUR**

Clients agree to accept the authority and decisions of the Company's employees, tour leaders, representatives, and agents whilst on tour with the Company. If in the opinion of any such person(s) or any other person in a position of authority (such as, for example, an airline pilot, hotel manager, dive guide / dive instructor or dive centre manager), the health, level of fitness or conduct of a client at any time before or during a tour is endangering or appears likely to endanger the health or wellbeing of the client or any third party (including any other clients of the Company) or the safe, comfortable or happy progress of the tour, the client may be excluded from all or part of the tour without refund or recompense. Where a client is excluded, the Company will have no further responsibility towards them (including any return travel arrangements) and we will not meet any expenses or costs incurred as a result of the exclusion.

In the case of ill health, the Company may make such arrangements as it sees fit and recover the costs thereof from the client. If a client commits an illegal act (including, for example, causing any damage) the client may be excluded from the tour and the Company shall cease to have responsibility to/for them as above. No refund will be given for any unused services. When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

If you have any medical condition or disability which may affect your active participation in your tour or the tour arrangements of any other person or have any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the proposed tour and/or making the booking. In any event, you must give us full details at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your active participation in your tour or the tour arrangements of any other person develops after your booking has been confirmed.

### **10: TRANSFER OF BOOKINGS**

If the customer is prevented unavoidably from taking his holiday by circumstances such as those which would entitle him to make a valid claim under a conventional insurance policy, then, on giving the Company notice no less than 30 days before departure, he/she will be entitled to transfer his / her booking to another person deemed acceptable to the Company. In such a case the customer and the transferees shall be jointly and severally liable for all monies due to the Company, including all charges and reasonable fees consequent upon such transfer, such as cancellation costs imposed by suppliers and charges imposed by airlines for name changes.

### **11: INFORMATION CONTAINED IN MARKETING MATERIAL & WEBSITE**

- a) The Company's website contains statements representing its honest belief that the facts as shown are correct. Every reasonable effort has been made to describe fully, and as honestly as possible, the holidays offered and every reasonable attempt will be made to supply what has been described.

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- b) The Company reserves the right to make changes to the information, prices and itineraries set out on the website prior to confirming a customer's booking and, provided such changes have been notified to the customer prior to his submitting a booking form or accepted by the customer after submission of the booking form prior to the Company's confirmation, then such changes shall be binding on the parties.

### **12: AIRLINES**

The airlines and types of aircraft which are likely to be used on holidays booked by the company are Thomson Airways, Monarch Airlines, Thomas Cook Airlines, Emirates, Singapore Airlines as well as others, using Airbus A320, A300, A330, A380 Boeing 737, 757 and 767 aircraft. The arrangements are not always definite at the time of booking and we cannot give you any firm information about the airline or the type of aircraft on which you will travel. Meals are also not always included in the cost of a holiday and the company can not be held responsible if a meal is not provided on any flight.

Flight times quoted are estimates only. Subject to clause 5 "Modification by the Company", we cannot accept any liability for any change, cancellation or delay in your transportation from or to the UK or during your tour whether any change, cancellation or delay is caused by adverse weather conditions, rescheduling by a transport supplier, airline or airport authority, action by air traffic controllers, mechanical breakdown, industrial action or any other event or circumstance outside our control. Where long flight delays result in lost tour time, no refunds are given by hotels or suppliers. Similarly, except where the Denied Boarding Regulations apply, airlines do not offer compensation for flight delays. It is in recognition of the above that the Company's travel insurance policy offers some monetary compensation for flight delays (usually for a delay of over 12 hours) to cover lost tour time or delayed return (not applicable to flights within a tour itinerary). However, at their discretion your carrier will endeavour to reduce the inconvenience of any delay by providing meals and accommodation, as appropriate for the time of day or night (dependent on local availability), if you are delayed for more than 12 hours. If you incur payments for such services in the event of a delay, the Company will not accept responsibility for payment unless we have given our prior consent.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules, you should complain to the CAA at [www.caa.co.uk](http://www.caa.co.uk)

### **13: EXCURSIONS**

We and our representatives may provide you with information (before departure and/or when you are on holiday) about optional activities and excursions which do not form part of your pre-booked holiday arrangements and which are available in the area you are visiting. We have no involvement in any such activities or excursions which are not run, supervised, controlled or endorsed in any way by us. We have no knowledge as to whether such activities or excursions and their operators comply with local legal requirements or have any insurance. Some activities / excursions involve the risk of personal injury. They are provided by local operators or other providers who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators / providers and / or assist

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you in booking such activities or excursions in any way. Where a tour leader collects payment for or otherwise assists in booking any such activity or excursion for you, we and the tour leader act solely as booking agent for the local operator / provider of the activity or excursion with whom you will have a contract. The local operator / provider's terms and conditions will apply. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 7(1) of our booking conditions will not apply to them. We do not, however, exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We do not guarantee that any optional activity or excursion mentioned on our website or elsewhere will be available to book during your holiday and / or will operate as advertised as these services do not form part of our contract and are not under our control. They may not be available for various reasons. Any prices given in advance are indicative only. We will not be liable if you cannot, for whatever reason, book any such activity or excursion or if the activity or excursion does not operate as advertised.

### **14: CUSTOMER COMPLAINTS**

Should the client have a complaint about any of their tour arrangements, the client must tell both the relevant supplier and the Company's representative at the time. It is only if the Company and the relevant supplier know about problems that there will be the opportunity to put things right. Failure to complain on the spot may result in the client's ability to claim compensation, if applicable, from the Company being extinguished or at least reduced. If the client's complaint cannot be resolved on tour they should notify the Company in writing within 28 days of their return from tour. If the client has a dispute with the Company which we are unable to resolve, the client may call upon the low cost AITO Independent Dispute Settlement Service (details on request). Claims which exceed £2,500 per person or £10,000 per booking or claims which apply principally or exclusively in respect of (or as a consequence of) illness or physical injury are not admissible for settlement under the service.

### **15: PASSPORTS / VISAS / VACCINATIONS**

Clients are responsible for arranging, and must be in possession of, a valid, acceptable passport and any visas and vaccination certificates required for the whole of their journey and tour. Information about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith but without responsibility on the part of the Company. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

### **16: INSURANCE**

Travel Insurance is mandatory for all clients whilst on a tour organised by the Company. Clients are wholly responsible for arranging their own insurance. Premiums for Dive Master can be found at [www.regaldive.co.uk](http://www.regaldive.co.uk) If you do not take insurance through the Company you should forward details of your insurance policy with another company for our records. Clients not taking out the Company's specially arranged travel/cancellation insurance are responsible for ensuring that they have alternative personal travel insurance with protection for the full duration of the holiday with adequate and appropriate cover. Clients making their own arrangements should ensure that there are no exclusion clauses limiting or excluding protection for the type of activities included in their holiday. Clients should satisfy themselves that all travel insurance purchased meets their particular requirements and should arrange supplementary insurance if need be. Clients together with their personal property including baggage are at all times solely at their own risk.

### **17: YOUR DIVE QUALIFICATION, DIVE EXPERIENCE AND YOUR DIVING LOG BOOK**

Some destinations or liveaboard itineraries require a minimum level of qualification and / or diving experience. These requirements are indicated on the Regaldive website. It is your responsibility to ensure that your diving experience and / or qualification meets these requirements. If on arrival in resort you are deemed not to have the level of experience and / or qualification required for the trip booked, you will not be able to participate in the diving activities advertised. If this is the case, Regaldive or any of Regaldive's suppliers will not have any liability for any missed diving or costs paid for the holiday. Your logbook is the only true representation of your diving experience (i.e. number of dives completed).



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### **18: CALL RECORDING**

Please note that all calls to Regaldive are recorded for training and monitoring purposes.

### **19: FINANCIAL SECURITY**

We hold an Air Travel Organiser's License issued by the Civil Aviation Authority (ATOL number 2990). When you buy an ATOL protected flight or flight inclusive holiday\* from us, you will receive an ATOL Certificate\*\*. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

\* The flights and flight- inclusive holidays we arrange are ATOL protected providing they are made available in the UK. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

\*\* ATOL Certificates will be issued for all flight and flight inclusive holiday bookings made on or after 1st October 2012. Although ATOL Certificates will not be issued before 1st October 2012, all flight and flight inclusive holiday bookings made prior to this date will also be protected by the ATOL scheme as set out above.

### **20: DATA PROTECTION AND PRIVACY STATEMENT**

For the purposes of the Data Protection Act 1998, we, Regal Diving and Tours, trading as Regaldive are a data controller. In order to process your booking, and brochure requests, provide your holiday arrangements and to help us provide you with a more personal service, we need to collect certain personal details from you. These details will include, where applicable, the names and contact details of party members, credit/debit card or other payment details and special requirements, such as those relating to any disability or medical condition, which may affect your chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will tell you before we obtain them from you.

We need to pass on your personal details to the companies and organisations who need to know them so that your holiday can be provided (for example your airline, hotel, other supplier, credit/debit card company or bank). Such companies and organisations may be outside the European Union if your holiday is to take place or involves suppliers outside these countries.

We and other companies in the Cox & Kings group ("Group Companies") would also like to store and use your personal details for future marketing purposes (for example, sending you a brochure or details of a promotion including by email). All details you give us in connection with your booking (including those relating to any disability or medical condition or your religious beliefs) will be kept by us but we and our Group Companies will use only names and contact details for marketing purposes (unless you have asked us not to).

## **Booking Conditions from 25<sup>th</sup> September 2012**

We may also send you promotional information about selected third parties' products and services that may be of interest to you. When this happens, we remain in control of your data and it will not be shared outside the Cox & Kings group.

Occasionally we hire other companies to provide services on our behalf, for example mailing information to our customers. We only provide those companies with the personal details relating to our clients which they require in order to deliver the service. They are prohibited from using that information for any other purpose. We will ensure that anyone to whom we pass your details for this reason agrees to treat it with the same level of protection we are obliged to provide.

If you do not want us to do any or all of these things, please let us know as soon as possible.

Except where expressly permitted by the Data Protection Act, we will only deal with the personal details you give us as set out above unless you agree otherwise. We have appropriate security measures in place to protect this information.

You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances we are entitled to refuse your request. If you believe that any of your personal details which we are processing are inaccurate or incorrect please contact us immediately.

As our privacy statement may change due to developments in the law, we would encourage you to reread our privacy statement from time to time so that you are aware of any changes in how we gather and use personal information.