

## Booking Information

### 1. Making your booking

To confirm a booking, the lead passenger should provide us with the information requested on our booking form either verbally, by completing and returning the booking form or in writing by some other means (such as e-mail). All bookings are subject to our Booking Conditions. The lead passenger should confirm your acceptance of our Booking Conditions by signing and returning our booking form or in writing by some other means (such as e-mail). The lead passenger must be authorised by all party members or, their parent or guardian where the party member is under 18, to make a booking with us on the basis of our Booking Conditions. By making a booking, the lead passenger confirms that he/she and all party members agree to the Booking Conditions. The lead passenger is responsible for making all payments due to us as set out in more detail in clause 2 below. The lead passenger must be at least 24 when the booking is made.

Once we have received the information we need to make the booking and all appropriate payments, we will, subject to availability, confirm your booking by issuing a confirmation invoice. This invoice will be sent to the lead passenger or your travel agent. Our contract is with the lead passenger. Please check your invoice carefully as soon as the lead passenger receives it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 14 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but the lead passenger must meet any costs involved in doing so. The only exception to this requirement to meet costs is where the mistake in question was made by us and there is good reason why the lead passenger did not tell us about it within these time limits.

### 2. Payment

The applicable deposit (as set out in Table A below) per person must be paid at the time of booking. If you wish to purchase the insurance policy we offer, all applicable premiums must also be paid at the time of booking. Please see clause 4 below on the subject of insurance.

The final balance of the price is due no later than the date set out in Table A below. If a booking is made after this date then the full amount is payable at the time of booking.

#### Table A - On Booking

£100 per person or 10% of the holiday cost as a deposit (whichever is the greater). For some holidays we may request a higher deposit to cover non-refundable elements of the holiday payable by us to our suppliers on booking.

#### Eight weeks before departure\*

Balance of the total holiday cost.

\* (Three months for liveaboards and cruises)

### 3. Special requests & medical problems/disabilities

If you have a special request, the lead passenger should inform us of it in writing at the time of booking. We will advise the relevant supplier of your requirements, but we cannot guarantee that such requests will be met unless we have specifically confirmed this. For your own protection, the lead passenger should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If any party member has any medical problem or disability which may affect your holiday, the lead passenger must tell us before he/she confirms your booking so that we can advise as to the suitability of the chosen arrangements. In any event, the lead passenger must give us full details in writing at the time of booking. You must also notify us of any changes or deterioration in the disability or medical condition or development of any disability or medical condition after booking.

In view of the nature of the holidays featured in this brochure, we regret we must reserve the right to decline any booking or cancel (in the event of the development, deterioration or change of any disability or medical condition occurring after confirmation) whenever we reasonably feel unable to accommodate the needs or restrictions of any particular client or where, in our reasonable opinion, the medical condition or disability of the client concerned is likely to have a significant adverse effect on other clients taking the same holiday. We further reserve the right to cancel any holiday and impose cancellation charges if we are not fully advised of any relevant disability or medical condition at the time the booking is made and/or promptly notified of any development, change or deterioration occurring after booking. On occasions, the decision for us to cancel may be made at the time the person concerned joins the tour as it may only be apparent at this stage that their disability or medical condition cannot be accommodated.

Any client affected by a disability or medical condition must ensure they have notified this to their travel insurers and that their travel insurance will cover it. As it is a condition of booking that all clients have adequate and appropriate travel insurance, we are entitled to insist on evidence that the disability or medical condition is covered.

### 4. Insurance

The lead passenger is responsible for ensuring all members of the party have adequate and appropriate insurance. The insurance must as a minimum cover personal accident, medical expenses, loss of effects, repatriation costs and all other expenses, which might arise as a result of loss, damage, injury, delay or inconvenience. This policy must include a minimum cover of £5,000,000 for medical and repatriation expenses. Policy details should be read carefully and taken on holiday with you. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

### 5. Passports, visas, permits, certificates and health

All members of the party must be in possession of a valid passport and all visas, permits and certificates, including medical certificates required for the whole of the holiday booked. It is your responsibility to obtain these unless you

are expressly advised otherwise by us. All information and advice given by us on visas, vaccinations, climate, clothing, baggage, special equipment etc. is given in good faith. The lead passenger must ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. 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.

A full British passport presently takes approximately 4 weeks to obtain. We require details of the passports held by all party members no later than 6 weeks prior to departure. The UK Passport Service has to confirm your identity before issuing a first passport and since October 2006 asks applicants to attend an interview in order to do this. If any member of the party does not have a passport or will need to renew it prior to departure, they are recommended to apply at least 3 months in advance.

For travel to and via the USA, every person travelling (including children) must have a visa unless they qualify for the Visa Waiver Program (VWP). Most British citizens travelling on holiday will qualify for the VWP but please see the important note below. All visitors who are eligible for the VWP must now apply for authorisation to travel to the US in advance in accordance with the Electronic System for Travel Authorization (ESTA). You must complete an online application for authorization to travel on the ESTA website (details below) at least 72 hours before your flight to the US departs but you are recommended to apply earlier. Providing the application is accepted, you will be provided with approval via the website. Approval is usually provided very quickly but can take up to 72 hours if data needs to be checked. You should make a note of the ESTA approval number when you receive it.

It is your responsibility to obtain ESTA approval or a US visa if required. If you fail to obtain authorization to travel through the ESTA website or a US visa in advance of travel, you will not be allowed on your outbound flight to the US. Full cancellation charges will then apply.

The ESTA website can be found at <https://esta.cbp.dhs.gov/esta>

Important note: Not all British visitors to the USA will qualify for the Visa Waiver Program. You cannot apply for the VWP and will require a visa if you do not have a machine readable passport. All new style, burgundy coloured UK passports are machine readable. You will also need to apply for a visa if you have ever been arrested (even if you were not convicted of an offence) or have a criminal record of any description. Other exemptions also apply. If you are in any doubt as to whether you may require a visa, please contact the US Embassy, Consular Information Unit, 24 Grosvenor Square, London W1A 1AE or visit the website [www.usembassy.org.uk](http://www.usembassy.org.uk) before making your booking. Further information on entry requirements for the USA is available at <http://travel.state.gov>. You must check entry requirements at the time of booking and in good time before departure as requirements may change.

Requirements generally and for any country may change and you must check the up to date position in good time before departure with the Embassy or consulate of the country(ies) you are travelling through and to.

Information on health is contained in the Department of Health leaflet T7.1 (Health Advice for Travellers) available from the Department of Health on 0870 1555 455 or via its website [www.dh.gov.uk](http://www.dh.gov.uk) and most Post Offices. For holidays in the EEA all members of the party should obtain an EHIC (European Health Insurance Card) prior to departure. Health requirements and recommendations may change and you must check the up to date position with your GP or travel clinic in good time before departure.

### 6. Minimum Numbers

Some of the holidays featured in this brochure require a minimum number of participants before we can operate them. The applicable minimum number depends on various factors and varies from tour to tour. If the group size drops below the minimum number, we reserve the right either to cancel or to run the trip. We promise to advise you no later than 60 days prior to departure if we have to cancel your holiday due to lack of numbers. Clause 5 of our booking conditions will then apply.

### 7. Tailor-made prices

Our tailor-made prices are based on two people travelling together and sharing a room. If you require a single room, please ask us to quote the appropriate supplement.

### 8. Variation of Conditions

No variation of these Conditions may be made unless this is done in writing by one of our Directors.

## Booking Conditions

The following Booking Conditions together with the Booking Information form the basis of your contract with Dive Worldwide. Dive Worldwide is a trading division of Chameleon Worldwide (see clause 22 below). Please read them carefully as they set out our respective rights and obligations.

These Booking Conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract. All references in these Booking Conditions to "booking", "contract", "itinerary", "tour" or "arrangements" mean such holiday arrangements.

In these Booking Conditions, "you", "your" and "party" means all persons (or any of them) named on the booking (including anyone who is added or substituted at a later date). "We", "us" and "our" means Dive Worldwide. The "lead passenger" means the adult who makes the booking with us in accordance with clause 1 of the Booking Information.

In order to make a booking, please follow the procedure set out under Booking Information.

1. A binding contract between us and the lead passenger comes into existence when we dispatch our confirmation invoice to the lead passenger. We both agree that English law (and no other) will apply to that contract and to any dispute, claim or other matter of any description that arises between us (except as set out below). We both also agree that any such dispute, claim or other matter must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have the contract and the dispute, claim or other matter in question governed by the law of Scotland or Northern Ireland

as applicable (but if you do not so choose, English law will apply).

2. Payment must be made as set out under Booking Information. 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 payments paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in Table B depending on the date we reasonably treat your booking as cancelled. If you make your reservation through a travel agent we shall address all communications to the agent.

Except for flight inclusive bookings, all monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until we issue our confirmation invoice. After that point, your agent will hold the monies on our behalf. For flight inclusive bookings, all monies paid to such agents for your holiday with us will be held on our behalf until they are paid to us or refunded to you.

3. If you wish to make any alterations to your holiday we will make every reasonable effort to accommodate these, but cannot guarantee that alterations will be possible. If the alterations you request are possible, these will be subject to payment of any amendment or other charges imposed or incurred by the relevant supplier plus the sum of £50 to cover our administrative costs. Requests for amendments must be made in writing by the lead passenger. Any cancellation of the entire booking or by any member of the party must be notified to us in writing by the lead passenger. The date on which the letter is received by us will determine the cancellation charges applicable. The applicable cancellation charges will be as set out in Table B (below) and are expressed as a percentage of the total holiday price (excluding amendment charges and insurance premiums).

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any excess) under the terms of your insurance policy.

#### Table B - Cancellation Charges

More than 56 days before departure	deposit
45 - 56 days before departure	50%
31 - 44 days before departure	75%
30 days or less before departure	100%

Please note, deposits are not refundable in the event of your cancellation except as set out in these Booking Conditions

Claims must be made directly to the insurance company concerned. Separate cancellation charges apply for liveaboards. Please ask for details.

4. Prices quoted are based on costs and exchange rates as known at the time of preparation of this brochure (£1 = US\$1.7 on 3rd August 2009) or at the time your quotation is given to you in the case of itineraries. We reserve the right to make changes to and correct errors in quoted prices at any time before your holiday is confirmed.

Once the price of your chosen holiday has been confirmed at the time of booking, we will only increase or decrease it 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, if our costs increase or decrease as a result of a change in transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator) 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 rate(s) which have been used to calculate the cost of your holiday. Even in the above cases, only if the increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges) will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), the lead passenger will be entitled to cancel the booking and receive a full refund of all monies paid to us (except for any amendment or previously levied cancellation charges) or alternatively purchase another holiday from us as referred to in clause 5 below. Where a surcharge is payable, there will be an administration fee of £5 per person. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

A refund will only be payable if any decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay the lead passenger the full amount of the decrease in our costs.

The lead passenger has 14 days from the issue date printed on the surcharge invoice to tell us if they want to cancel or purchase another holiday where applicable. If the lead passenger does not tell us that you wish to do so within this period of time, we are entitled to assume that they will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

We promise not to levy a surcharge within 30 days of the start of your holiday. No refunds will be payable if any decrease in our costs occurs within this period either.

5. We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we reserve the right to do so.

Most changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before departure which, taking account of the information the lead passenger gives us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of outward departure time or overall length of time you are away of twelve or more hours\*, a change of UK departure point\* to one which is more inconvenient for you and a significant change of itinerary missing out one or more major destination substantially or altogether (on which our decision is final). NB Please also see clause 8.

\*Only applies where transport to and from the UK forms part of your contracted arrangements with us.

If we have to make a significant change or cancel, we will tell the lead passenger or your travel agent as soon as possible. If there is time to do so before departure, we will offer the lead passenger the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements; or
- (b) purchasing an alternative holiday from us, of a similar price to that originally

booked if available. Providing it is possible to do so, we will offer at least one alternative holiday of at least equivalent standard for which you will not be asked to pay any more than the original price. If this holiday is in fact cheaper than the original one, we will refund the price difference. If the lead passenger does not wish to accept the holiday we specifically offer, he/she may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper; or

(c) cancelling or accepting the cancellation in which case the lead passenger will receive a full and quick refund of all monies you have paid to us. Please note, the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel, we will as a minimum (where compensation is applicable) pay you the compensation payments set out in Table C (below) depending on the circumstances and when the significant change or cancellation is notified to the lead passenger or your travel agent subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or 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 (for example, but not limited to, where the Foreign and Commonwealth Office advise against travel or all but essential travel to your destination after your booking has been confirmed) or where we have to cancel because the minimum number of persons required to operate your holiday is not reached – please see Booking Information. 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) or if the change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday.

In the unlikely event that we become unable to provide a significant proportion of the services you have booked after you depart, we will make alternative arrangements for you at no extra charge, or, if this is impossible, or you do not accept these alternative arrangements for a good reason, we will provide you with transport back to your point of departure with us and a pro rata refund for the cost of the remainder of your holiday. In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking into account the circumstances. Compensation will not be payable where the situation is caused by force majeure – see clause 6.

NB. If any flight you have booked with us is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation or any other payment against the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, 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, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 [www.auc.org.uk](http://www.auc.org.uk).

6. Except where otherwise expressly stated in these Booking Conditions,

Table C - Compensation payments	
Period before departure within which significant change/cancellation is notified	Compensation per person
More than 56 days	Nil
56 – 43 days	£10
42 – 29 days	£15
28 – 15 days	£20
14 – 0 days	£30

we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with the lead passenger is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 15.2 as a result of "force majeure". In these Conditions "force majeure" means any event or circumstances which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Examples include (in all cases whether actual or threatened) war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, epidemics / pandemics, fire, adverse weather conditions, unusual water levels in rivers and all similar events or circumstances beyond our control.

7. If you have a special request or medical problem or disability, please let us know as set out under Booking Information.

8. We are not an ordinary tour operator. The type of travel we offer requires flexibility and you must allow for alternatives. The outline itinerary as given for each holiday must therefore be taken as an indication of what may be accomplished, and not as a contractual obligation on our part. The final decision on the itinerary and conduct of any holiday will be taken by us in the interests of the group as a whole. It is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events which may include sickness or mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, climate and other unpredictable or unforeseeable circumstances.

9. At all times the decision of our tour leader or overseas representative will be final on all matters likely to endanger the safety and well being of the tour being operated. You must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of the countries visited. Should any

member of the party fail to do so then that person may be ordered to leave the holiday without recourse to any refund, compensation or any other legal claim against us.

10. The lead passenger accepts responsibility for any damage or loss caused by any member of your party. Members of the party are also responsible for any damage or loss they cause. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. 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. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

We expect clients to have consideration for other people. We strongly condemn the collecting of any specimen from the natural world. Our holidays often provide the opportunity to view and photograph wildlife but not to disturb it! If in our reasonable opinion or in the reasonable opinion of any other person in authority, any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property or fails to comply with clause 9, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds or compensation will be paid and we will not pay any expenses or costs incurred as a result of the termination.

11. It is essential that you are covered by adequate travel insurance. Please see Booking Information for further information.

12. If we accept a request to transfer you from one holiday to another you will be liable for the cancellation charges applicable as a result of cancelling the original holiday in addition to the cost of the new one. In addition, we also reserve the right to charge an administration fee of 10% of the value of the first holiday booked.

13. You or any member of your party may, up to 7 days before departure, transfer your booking to another person if you or that member are unavoidably prevented from travelling and the transferee meets any conditions which may apply to the holiday in question. The right to transfer is subject to payment of an administration fee of £25 per person to cover our administration expenses (plus appropriate insurance premium if applicable) together with all additional charges of whatever sort imposed by suppliers providing the component parts of the package. These charges will be the joint responsibility of the lead passenger and original and replacement party member(s) and must be paid before the transfer can be made. You should note that some airlines may refuse to accept a name change, or may treat it as a cancellation and a rebooking with a 100% cancellation charge. All notifications of any wish to transfer must be made to us in writing by the lead passenger.

14. By booking with us, you acknowledge that the holidays we offer often involve their own inherent risks and dangers due to matters such as the geographical location and the activities involved. Such holidays may involve a significant amount of inherent personal risk. These include injury, disease, illness, loss or damage to property, inconvenience and discomfort.

15.1 We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with the lead passenger are made, performed or provided with reasonable skill and care. This means that, subject to these Booking Conditions, we will accept responsibility if, for example, you suffer death or personal injury or the contracted holiday 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, the contracted 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).

15.2 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 person(s) affected or any member(s) of the party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause 6 above

15.3 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 your hotel or any other supplier agrees to provide for you where the services or facilities are not included in the cost of your itinerary and we have not agreed to arrange them, and any excursion you purchase whilst overseas. In addition, regardless of any wording used by us on our website, in any of our brochures 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.

15.4 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. If the particular services which gave rise to the claim or complaint complied with 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 holidaymaker to refuse to take the holiday in question.

15.5 As set out in these Booking Conditions we limit the maximum amount we may have to pay you for any claims you may make against us. 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 £1000 per person affected unless a lower limitation applies to your claim under this or clause 15.6 below. 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 15.6 below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

15.6 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 or any stay in a hotel, 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 or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air and the Athens Convention for international travel by sea). Please note: Where a carrier or hotel 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.

15.7 Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description which (1) on the basis of the information given to us by the lead passenger concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract or (2) 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 or (3) relates to any business (including self-employed earnings).

15.8 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 16 below. 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.

16. If you have any complaint whilst on holiday, you must immediately inform your tour leader or our overseas representative who will use all reasonable efforts to remedy it. If you remain dissatisfied, the lead passenger must make the complaint known to us in writing within 28 days of the end of your holiday. If you fail to follow this simple complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result.

17. For requirements relating to passports, visas, permits and certificates please see Booking Information.

18. We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline whose scheduled services we use will be responsible for you in the event of delays and may provide refreshments / meals / accommodation in the event of a delay. We cannot accept liability for any delay which is due to any of the reasons set out in clause 6 of these Booking Conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements.

19. Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may often be lower.

20. In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection at [http://europa.eu.int/comm/transport/air/safety/flywell\\_en.htm](http://europa.eu.int/comm/transport/air/safety/flywell_en.htm).

In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we are aware. Any change to the operating carrier(s) after your booking has been confirmed will be notified as soon as possible.

We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in this brochure and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your e-tickets which will be despatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs. Any change in the identity of the carrier, flight timings, and/or aircraft type (if given) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these Conditions. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 5 will apply.

21. We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority. When you buy an ATOL protected air inclusive holiday or flight\* from us you will receive a confirmation invoice from us (or via our authorised agent) confirming your arrangements and your protection under our ATOL. In the unlikely event of our insolvency the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to us for an advance booking. \*The air inclusive holidays and flights we arrange are ATOL protected providing either the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight or flights we arrange for you commences in the UK. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

We are also a member of the Association of Independent Tour Operators (AITO) and protect all holidays which do not include a flight through AITO Trust Ltd. These arrangements mean your holiday will be refunded or you will be brought back to the UK (where your contracted holiday arrangements include return travel to the UK) if already abroad in the unlikely event of our being unable to provide your holiday due to our insolvency.

22. Dive Worldwide is a trading division of Chameleon Worldwide Travel Limited (registered number 7018224) having its registered office address at Prospect House, 50 Leigh Road, Eastleigh, Hampshire SO50 9DT.