

TERMS & CONDITIONS TMF EU

1. CANCELLATION POLICY – LIVEBOARD BOOKINGS

If cancelled: 12 weeks or more prior to departure cancellation fee of 25%

12 – 8 weeks prior to departure cancellation fee of 50%

8 weeks or less prior to departure cancellation fee of 100%

Note: the above percentages are of the total booking cost, not on a deposit received.

All cancellations must be made in writing to info@tornadomarinefleet.eu

Tornado Marine Fleet understand the changeable nature of group bookings. If the Group Leader keeps Tornado Marine Fleet informed of changing group numbers, every effort will be made to help fill the group charter if required, however, we reserve the right to cancel a charter due to insufficient passenger numbers.

If your foreign office issues a travel warning and advises against travel to a specific destination we will change or cancel your booking free of charge.

2. CANCELLATION POLICY – DAY DIVING & COURSE BOOKINGS

Once a booking is confirmed, should this be cancelled at any time prior to arrival in resort (for any reason), a refund of 65% can be arranged. The other 35% will be held by Tornado Marine Divers on account, to be used as part-payment for a future booking if made within 1 year. This amount cannot be refunded nor exchanged. If there is no possibility that a future booking will be made with 1 year, this amount will be forfeited.

Any service booked with Tornado Marine Fleet which is cancelled in resort (for any reason) cannot be refunded or exchanged for any product or service. Tornado Marine Divers will however offer a voucher for the diving/course booked (or the monetary value) to use with Tornado Marine Divers in the future; this voucher will be applicable for all of our diving resorts and valid for 1 year from the date of the

original visit. Alternatively an insurance letter will be issued should you wish to make a claim concerning illness or injury.

It is the divers responsibility to ensure sufficient insurance coverage is obtained for the diving element of the holiday, particular attention should be paid to excess charges that will be applied by insurance companies before settlement of any claim.

Any amendments or cancellations of confirmed bookings should be made directly to our reservations department in writing at the earliest opportunity -info@tornadomarinefleet.eu

For bookings where payment is not made prior to arrival in resort, Tornado Marine Divers are not able to guarantee course or boat slots and any bookings will therefore be arranged and paid for once in resort at full retail rates plus any applicable taxes.

Tornado Marine Divers reserves the right to apply an appropriate surcharge to its prices should economic changes (such as exchange rates, fuel prices, etc) make a material difference to its pricing structure.

- A minimum of 14 days notice will be given before such a surcharge becomes effective.

- No surcharge will be applied within 28 days of departure.

- If the surcharge results in an increase of 10% or more to the price of the dive package/dive course then cancellation with a full refund will be allowed. Notification of the intention to cancel must be made in writing within 14 days of the notification or the surcharge.

3. GENERAL TERMS

Scuba Review:

Should some time have passed since your last dive, Tornado Marine Divers/Fleet recommends all divers adhere to the recommendations made by their training agency regarding the completion of a Scuba/Skills Review before diving; most agencies recommend a Scuba/Skills Review if no diving has taken place for 6 months. Evidence of the date of the divers' last dive should be shown in their log book to avoid problems on check in; where possible the review should be booked in advance and will take place on the first day's diving. Current prices are shown on the price list.

Alternatively a Scuba/Skills Review can be completed prior to arrival in resort and signed by an Instructor in the divers' logbook. In the interests of safety Tornado Marine Divers reserve the right to provide and charge for a Check Dive, Scuba Review, or Refresher with an Instructor, or restrict diving activities if the Instructor has any doubts about diver safety.

Medicals:

All diving guests in Hurghada and Marsa Alam or joining a Liveaboard are required to sign a self declaration medical.

All course students are required to sign a PADI Medical form prior to commencing with the course. If the diver or student has any of the medical conditions listed, signed clearance from a doctor will be required valid within 12 months. These forms can be viewed on the following link:

Student Medical: <http://www.padi.com/english/common/courses/forms/>.

Where doctors clearance is needed, we do ask guests to arrange this prior to arrival where possible to avoid any delays in resort.

Insurance:

Every effort is made to ensure our guests have a safe diving experience but we recommend purchasing short – term cancellation insurance, in the event of unexpected changes in your travel plans. We do require every diver to have valid accident and medical insurance. Baggage Insurance is also recommended. Should Diving Insurance not be obtained prior to your visit, this can be arranged in resort with Indepths Insurance (Divemaster UK).

Monsoon

All bookings for Monsoon are taken care of and handled by Kuredu Island resort and any discrepancy in reservations, or in the event of overbooking, cannot fall under liability of Tornado Marine.

4. GENERAL TERMS - LIVEBOARDS ONLY**Itineraries:**

All Liveaboard itineraries are subject to various unpredictable changes including weather conditions changes in Egyptian Government approval. Whilst Tornado Marine Fleet make every effort we cannot guarantee diving at specific sites. In adverse weather conditions the guides and captain of the boat will have the final decision as to which dive sites to visit to ensure that the guests, staff and boats safety is not compromised in any way. If in the unfortunate event that dives are missed or dive sites are not reached due to weather conditions or other unforeseeable changes, Tornado Marine Fleet will not offer a refund or compensation.

Dive Requirements:

Egyptian Law states that for the Marine Park Cruises (Just Brothers, Famous Five, Simply the Best, the Big Four, Simply Magnificent and Great Island Cruise), all guests have a minimum of:

* 50 logged dives

Tornado Marine Fleet recommends that all guests have a minimum of:

* 50 logged dives for Get Wrecked

* 40 logged dives for South & St John's

* 30 logged dives for Fury and Friends and Safaga Cruise

* 15 logged dives for the cruises for Sinai Classic, Sinai Mini and Classic Cruise

Unconfirmed Sailings:

The sailing of any Tornado Marine Fleet boat is unconfirmed until minimum numbers are booked.

Tornado Marine Fleet will try to offer another boat of the same standard or higher if minimum numbers are not

received 2 weeks prior to the disembarkment of the boat you have booked, but please note this may be a slightly different Itinerary. If no alternative is available then a full refund will be issued.

Boat Changes:

In the unlikely event that Tornado Marine Fleet changes the boat you have booked for reasons beyond our

control, we aim to provide a boat of the same standard however in the event this is not possible we will reimburse you the cost difference.

Surcharges:

Tornado Marine Fleet reserves the right to apply an appropriate surcharge to its prices should economic

changes (such as exchange rates, fuel prices, etc) make a material difference to its pricing structure.

- A minimum of 14 days notice will be given before such a surcharge becomes effective.

- No surcharge will be applied within 28 days of departure.
- If the surcharge results in an increase of 10% or more to the price of the safari then cancellation with a full refund will be allowed. Notification of the intention to cancel must be made in writing within 14 days of the notification or the surcharge.

Safety Equipment:

Each safari guest is required to carry a Surface Marker Buoy per person and 1 torch per buddy pair on all Liveboards.

Children:

No children under the age of 4 will be allowed on a Liveboard. Children over the age of 4 years must be supervised by a parent or designated responsible adult at all times. Children may be accepted onboard for a full charter, bookings subject to consent from the group leader.

5. LIABILITY RELEASE

All divers are required to produce a valid certification/qualification and sign a completed registration form/waiver (as below) prior to the commencing diving activities.

Diving Issues you should be aware of when diving in the Red Sea. Your booking conditions Tornado Marine Fleet hereafter called "Tornado Marine".

In signing this form I acknowledge that I have read and agree to its contents and understand the implications and risks involved.

I agree to follow the safe diving practices of my training organization(s).

The Egyptian Authorities state a maximum diving depth of 30 meters when diving with air and Enriched Air NITROX. Different rules apply when diving with technical diving equipment and will be explained if technical diving is undertaken.

ENRICHED AIR NITROX: I agree to abide by the maximum operating depth limits applicable to my level of training and the gas mix used. I agree to personally analyze cylinders for my use and complete the fill station log.

I agree not to exceed the maximum limit under any circumstances barring a life threatening emergency. I also understand that it is my responsibility to check to what depths my insurance provides cover. I understand that should I break this rule Tornado Marine reserves the right to stop me

diving with no refund for diving packages.

I confirm that I have been advised and informed of the inherent hazards of skin and scuba diving.

I understand that skin and scuba diving can cause physical strain or exertion, not normally experienced in non-diving situations.

I assume all risks connected with scuba diving and will not hold Tornado Marine responsible for any injuries including but not limited to, those resulting from heart attack, physical / mental strain or exertion, or barotrauma, including decompression sickness or arterial gas embolism.

MEDICAL: I confirm that I have no current or historic illness, disease or medical condition, which could lead to the injury of myself, any other diver or employee of Tornado Marine, whilst skin or scuba

diving. I am happy to complete the "Medical Statement" that is a requirement laid down by the Egyptian Authorities. If I am in doubt as to my health, past or present and the effect this may have on dive safety, I agree to be independently examined prior to diving.

I agree not to drink any alcoholic beverages before I dive. I give Tornado Marine my permission to stop

me from diving should I drink any alcoholic beverages before diving or if I am still under the influence of alcohol before diving. I agree not to dive after use of medication or when feeling unwell.

EMERGENCY: I agree to bear all the costs of medical treatment, chamber costs, recovery and transport charges in the event of an accident. Should the case arise that I am unable to decide for myself I authorize Tornado Marine and their agents to arrange medical treatment on my behalf. I will provide Tornado Marine with details of my insurance company, policy number and Medical Emergency

Telephone number. I do understand that if any accident happens, it might take some time to reach a medical center, so I will abide to safety standards and listen carefully to the instructions of Tornado Marine employees.

BOAT SAFETY: Extra due care and attention is required when diving, operating and living on boats due to the increased hazard of, but not restricted to, movement in rough seas, wet decks and equipment movement. I undertake to take extra care whilst on board a boat and will not hold Tornado Marine responsible for any damages incurred that can be attributed to normal boating hazards. I

accept the increased risk of diving near to and from boats and Zodiac & Inflatables and accept that extra care and vigilance is required on my behalf.

NATURE: I understand that there is marine life that may cause bodily injury if touched or harassed and therefore I agree not to feed, touch or harass the marine life. I will not wear gloves.

EQUIPMENT: Tornado Marine maintains scuba equipment for service on a rental basis. This equipment is

not in any way guaranteed either as to correct construction or safe use. Parties renting and using this equipment will do so entirely upon their own judgment and at their own risk. I have inspected the equipment and find that is in good working order and free from defects. I agree to return the equipment at the end of the rental period in the same condition, fair wear and tear excepted, and will be responsible for the loss or damage to the said equipment including freight charges and import duty. Equipment returned late is subject to a late charge. No refunds will be paid due to non-use of equipment. Rentals are per 24-hour or part period. A security deposit is required on all rentals. Tornado Marine is not responsible for any damages or losses of any equipment whether the property of the client or Tornado Marine.

I agree that Tornado Marine will not be held liable or responsible for an injury I sustain as a result of not

adhering to the above items.

INSURANCE: Tornado Marine is an Egyptian company and comes under Egyptian law. Tornado Marine has

"Dive-Master" liability cover for diving activities. There is no third-party liability insurance of European standards available in Egypt and hence Tornado Marine insist that guests have adequate personal diving and non-diving insurance to cover all diving and non-diving risks involved in the service provided by Tornado Marine. IT IS MY RESPONSIBILITY to check that my insurance provides adequate cover and that I dive within the limits of the cover provided. Chamber costs are high in Egypt. We also advise that it is important to have good travel insurance to cover accidents of a general nature.

JURISDICTION: The contract between you and Tornado Marine Divers is made on the terms of these booking conditions, which are governed by Egyptian Law and clients shall be subject to the jurisdiction of the Egyptian courts.

6. USEFUL INFORMATION

· Divers must ensure that they leave a minimum of 24 hours between their last dive and their flight departure (or going to altitude).

· When diving in Sharm El Sheikh or taking part in a Sinai Safari, for guests wishing to (and assuming dive level/experience allows) dive Ras Mohamed or the wrecks of Thistlegorm & Dunraven, the full Egyptian visa (not the Sinai Only visa) will be required which can be purchased on arrival at the airport.

SNORKELING/NON DIVERS

· Both snorkellers and non divers will be required to complete a self liability form at the time of check in at the dive centre. Snorkellers can only enter the water when an Instructor/Guide is on the boat to observe and will be required to wear a snorkel vest at all times.

· When joining our dive boats for snorkeling in Sharm El Sheikh, please note that this is not permitted at the majority of dive sites we visit in Ras Mohamed and Tiran, therefore joining a boat to local dive sites would be more suitable for this.

COURSES

· All courses have a certification fee of € 35 payable locally on completion of the course.

· It is required that all course students have their own personal set of materials. These are not included in the course rates but are available to purchase locally from our dive centre shop.

Materials are not required to own for the Discover Scuba Diving and Scuba Review programs.

· Course paperwork needs to be signed by a parent or guardian for students under the age of 18.

- Open Water Courses (and on occasions other recreational courses) can run over into an additional day should this be required in order to cover course objectives and standards.
- Depending on which resort is visited, confined water training can take place in shallow sea or in a swimming pool and open water training can be from the shore, boat or a mixture of both.

CHILDREN

- No children under the age of 4 years will be allowed on the boats. Children over the age of 4 years must be accompanied by a parent or designated responsible adult at all times. Places are subject to availability.

7.

TO BRING WITH YOU

When joining a Liveboard:

- Ø Certification card
- Ø Dive Voucher
- Ø Logbook (showing proof of 1 logged dive within the last year if not taking part in a Scuba Review)
- Ø Passport (for boat permissions in Sharm El Sheikh & Marsa Alam)
- Ø Medical form (for Hurghada & Marsa Alam)
- Ø Travel Insurance details
- Ø Dive Insurance details (can be purchased locally)
- Ø Dive Equipment (unless renting)
- Ø Swimsuit, Towel & Suntan Lotion
- Ø Personal Clothing & Toiletries
- Ø Small Medical first aid box & prescription medicines
- Ø Money to pay for extra's
- Nice to bring but not necessary:
- Ø CD's, Video's, DVD's, Books
- Ø Laptop, Mobile Phone, CD Player
- Ø Video & Photo Camera
- Ø GPS Tracker & Binoculars

When Daily Diving:

- Ø Certification card
- Ø Dive Voucher
- Ø Logbook (showing proof of 1 logged dive within the last year if not taking part in a Scuba Review)
- Ø Passport (for boat permissions in Sharm El Sheikh & Marsa Alam)
- Ø Medical form (for Hurghada & Marsa Alam)
- Ø Dive Insurance details (can be purchased locally)
- Ø Dive Equipment (unless renting)
- Ø Swimsuit, Towel & Suntan Lotion
- Ø Credit card on first day (swipe of card requested for insurance purposes and returned at the end of the week)
- Ø Money for lunch, drinks and sundries

When taking part in a Course:

- Ø As above for daily diving where applicable, plus:
- Ø Referral form valid within 1 year & Manual/RDP (for Referral courses only!)
- Ø PADI Medical form
- Ø Course Materials (can be purchased locally)

8. ACCEPTED FORMS OF PAYMENT (At Dive Centres & on Liveboards)

- Ø Euros
- Ø US Dollars (Monsoon only)
- Ø Egyptian Pounds
- Ø Sterling
- Ø Swiss Francs
- Ø Credit Cards – Visa/Mastercard/Amex (excludes King Sefro Fleet)
- Ø Travellers Cheques (only at Dive Centres)

9.Changes and cancellation by us

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in information sheets, website and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking 8 weeks or less before departure where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where we are forced to do so as a result of “force majeure” as defined in clause 10 below or where the minimum number of persons required to operate your holiday (if applicable) has not been reached. In this case we will notify you by the deadline specified in the description of the holiday in question. We will not cancel after this date for any other reason. 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 you give 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 affect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation (including where applicable liveaboard boat) to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, 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 (except as between London Airports (e.g. Gatwick, Stansted, Heathrow and Luton) and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-(a) (for significant changes) accepting the changed arrangements (b)purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper (c)cancelling or accepting the cancellation in which case you 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 due pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you 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 or where we have to cancel because the minimum number of persons require to operate your holiday has not been reached. – in this case we will notify you by the deadline specified in the description of the holiday in question. 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. Period before departure a significant change or cancellation is notified to you More than 60days Nil 60-42 days: €20 41-28 days: €30 27-14 days: €40 Less than 14 days:€50 Compensation per person (excluding infants aged 2 or under on date of outward travel) Very rarely, we may be forced by “force majeure” (see clause 10) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result. NB. If your flight 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 against the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation 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.

10. Force Majeure

Except where otherwise expressly stated in these booking 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 damage or loss (as more fully described in clause 11(1) below) as a result of "force majeure". In these Booking 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 war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

11. Our Responsibility

(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 you 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 your 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, your contracted holiday 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 person(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 holiday and which were unforeseeable or unavoidable or 'force majeure' as defined in clause 10 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 your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure or on our website and we have not agreed to arrange them and any excursion you purchase in resort. Please also see clause 17 "Excursions Activities, Sheet and Website Information". In addition, regardless of any wording used by us on our website, in any of our Information Sheets 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. (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 holiday maker to refuse to take the holiday in question. (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 €15,00 per person affected unless a lower limitation applies to your claim under this clause or clause 11(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 11 (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. (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 un-amended 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, 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 transport provider 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 business losses. (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 12 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.

12. Your Responsibility

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 must be paid direct at the time to the accommodation owner or manager or other supplier. 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 all clients to have consideration for other

people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or 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, 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 will be made and we will not pay any expenses or costs incurred as a result of the termination.

13. Diving requirements

You must dive strictly within the limits of and meeting the requirements of your current qualifications and experience and agency standards. You must not dive alone. In order to dive whilst on holiday with us you must hold a minimum qualification of a PADI Open Water Diver [or PADI Junior Open Water Diver] or equivalent from a recognised agency (as judged by the Company) except where you have booked a holiday, one of the purposes of which is, to obtain that minimum qualification. Clients must submit evidence of their diving qualifications to the Dive Guide/Instructor at the dive centre or dive site and if, requested to the Company prior to departure before diving can commence. All clients participating in scuba diving must be in good health and not have any medical history of lung disorders, asthma, epilepsy, diabetes or recent surgery and agree to discontinue diving if respiratory congestion takes place during the holiday. If you have any medical condition contrary to these requirements you must produce a diving medical certificate of fitness prior to diving. If you fail to produce evidence of satisfactory diving qualifications or medical certificates we or the Dive Guide/Instructor will be entitled to prevent you from taking your holiday and/or diving. In this case neither we nor the Dive Guide/Instructor or other applicable dive supplier will have any liability to provide you with any refunds or compensation in respect of any diving you are unable to take part in as a result or you being prevented from travelling on your holiday. Please note: Diving activities carry inherent risks. You must behave in a fit and proper manner at all times in accordance with all recognised diving practices and procedures and take proper responsibility for your own safety. Certain diving sites are very remote, either by distance or time or both, from a recompression chamber. If you participate in such activities you may be asked by the supplier to sign 'liability releases & assumptions of risk' and 'medical disclaimer' forms and/or provide a current medical and in all cases must adhere to the restrictions imposed by the diving supplier/ instructor. Copies of relevant forms are available, prior to departure, on request from ourselves or the dive supplier concerned.

14. If you have a complaint.

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform our representative and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our representative and the supplier as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 120 hours of your return to your home country giving your booking reference and full details of your complaint. Only the party leader should write to us. 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.

15. Conditions of suppliers.

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with

applicable International Conventions (see clause 11 (6)). Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.