



## TERMS AND CONDITIONS

## **Booking Conditions (Package bookings)**

### **1. Our company details**

Your contract will be with 321DIVE LTD, trading as 321DIVE, Company number 06286625 of **321dive**, Cedar Cottage, Icknield Way, Benson, Wallingford, Oxon OX106PP (“we”, “us” or “ours”).

#### **Contact details:**

Tel: 01491 824885

Email: info@321dive.co.uk

Correspondence address: **321dive**, Cedar Cottage, Icknield Way, Benson, Wallingford, Oxon OX106PP

### **2. Your contract with us**

2.1 These Booking Conditions, together with our privacy policy (<https://www.321dive.co.uk/privacy-policy.php>), our website terms and conditions of use (where you have made a booking via our website), together with any and all information that we provide to you in regard to your booking, form the basis of your contract (“the Contract”) with us.

2.2 In these Booking Conditions references to “you” and “your” means the first named person on the booking, who shall be the lead name (and authorised representative of the school, where applicable) and all persons named on the booking (including anyone who is added or substituted at a later date) and any one of them, as applicable. The lead name shall be responsible for the administration and correspondence in regard to the booking and warrants that they are the parent or legal guardian (where applicable), or otherwise have the authority to make the booking (and any amendments and/or cancellations) on behalf of all the persons named on the booking (or the school, where applicable). In making a booking with us, the lead name is regarded as having read, understood and agreed to these booking conditions on behalf of themselves and everyone else in the booking. The lead name shall be liable for:

- (i) the full payment of any deposits and balances;
- (ii) the payment of any amendment fees or cancellation charges;
- (iii) confirming the details all the persons named in the booking to us;
- (iv) passing on to all persons in the booking any and all information issued by us including, without limitation, our booking confirmation invoices and these booking conditions; and

- (v) the conduct of the persons in the booking (see clauses 11 (Our Liability) and 20 (Behaviour)).

2.3 When you make your booking, you will be required to pay a deposit for each paying member of your booking and the Contract between us shall come into existence once we have issued an invoice to you and you have paid it within the timescales required. You are also required to submit names of travelling parties at the time of booking for 'by air' groups. We reserve the right not to accept your booking at any time up until we have issued an invoice to you and it is paid and, in this event, we will refund any other deposit(s) that you have paid to us. It is important that you check the confirmation invoice carefully and advise us immediately of any incorrect or incomplete information.

### 3. Payment

3.1 On occasion, you may be required to pay more than one deposit and, where this is the case, the sum of those deposits shall form the total deposit ("Deposit") payable by you. The remaining balance of your booking will be payable 12 weeks prior to your departure.

3.2 If you make a booking with us within 12 weeks of departure, the full balance will be payable at the time of making your booking.

3.3 If any of the Deposit(s) and/or final balance payments are not paid on time, we reserve the right to cancel your booking and retain the Deposit(s).

3.4 Payment can be made by BACS TRANSFER ONLY:

Santander Bank, High St, Marlow, Bucks SL7 1XA

Account Name: 321 dive Ltd

Sort Code: 09-06-66

Account No: 43081429

### 4. Accuracy

We endeavour to ensure that all the information and prices both on our website and in our brochures and other promotional materials are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in any such circumstances and at any time. You must check the current price and all other details relating to the travel arrangements that you wish to book before you make your booking. We will not be liable for booking errors which are attributable to you and, should you subsequently need to amend a booking that we have confirmed, amendment charges shall apply. If a price on our booking confirmation, website, brochures or promotional material is obviously incorrect, a

booking made on that price will not be valid and we reserve the right to cancel the booking, unless you wish to pay the correct price.

## 5. Amending your booking

5.1 If you wish to change any part of your booking after we have made the booking to you (for example your chosen departure date or accommodation), the lead name on the booking must inform us in writing by email as soon as possible and the effective date of any change shall be the date that we receive written notification from you. Whilst we will do our best to make the requested changes to your booking, it may not always be possible to do so.

**Tours by air:** For tours by air, it is the party leader's responsibility to ensure that all names are given in full and exactly as shown on the individuals' passport. We do not accept any responsibility for incorrect/abbreviated names submitted to us and any subsequent amendments will be dealt with as a name change and will incur the applicable amendment fee of the non-refundable deposit of £200. This information is requested and required at a very early stage in the booking to secure flight seats. Most airlines do not allow name changes after tickets have been issued or in the case of some carriers once names have been received. In this instance, the charge is usually the full cost of the flight. If your invoice settlement is overdue at the time of requesting a name change this must be paid in full before the change can be made. Any charges or payments must be made before and amendments can take effect.

**Tours by coach:** Additions and changes to your party are usually possible up until the day before departure, particularly with the same gender; however you must always check with us first by contacting us. Any alterations made by you within 14 weeks of departure will incur an amendment fee and may also be subject to charges mentioned above.

You should be aware that these costs could increase the closer to the departure date that changes are made and you should therefore contact us as soon as possible.

5.2 It may not be possible to change certain elements of your booking (e.g. flights, transfers, excursions, upgrades, etc.) and, where you have requested for any of those elements to be changed, a cancellation charge of up to 100% for that element of your booking may be charged.

5.3 If the amendment results in fewer people in your booking, then the total price payable for the booking will be adjusted accordingly based on the lower number of people in the booking, which may result in an increase in price per remaining person.

Cancellation fees will also be payable in regard to the people who have cancelled their place in the booking. If a cancellation brings the total number of people in the booking below the minimum number required to qualify for any discount in price or a concession for any accompanying adults, the total price and concessions may be adjusted accordingly.

5.4 You can transfer a booking to another person, who satisfies all the conditions that apply to the booking, by the lead name giving us notice in writing as soon as possible and in any event no later than 7 days before your departure. Both the previous person in the booking and the person to whom the booking is being transferred to will be responsible for paying all costs and charges we incur in making the transfer. For flight inclusive bookings, most airlines do not permit name changes after tickets have been issued for any reason, therefore you may have to pay the full cost of an alternative flight (where available) if you wish to transfer a flight seat after your booking has been confirmed.

## 6. Cancelling your booking

6.1 If you wish to cancel your booking after we have issued a confirmation invoice to you, the lead name on the booking must inform us in writing by email as soon as possible and the effective date of any change shall be the date that we receive written notification from you.

6.2 Since we incur costs in cancelling your booking, you will have to pay cancellation charges below:

Period before departure within which written notice of cancellation is received by us	Amount of cancellation charge shown as % of holiday price
More than 84 days	Full 1st and 2nd deposits as per schedule
35 - 84	70%
15 - 34	80%
08 - 15	90%

14 - departure	100%
----------------	------

The two deposit values will be defined as those within this document (£200 + £200 for air groups per paying traveller, £100 + £100 for coach groups per paying traveller), or that which the school has paid, whichever is greater.

Where the cancellation charge is less than the Deposit, the Deposit shall be charged.

6.3 If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim some or all of these charges.

6.4 For flight-inclusive bookings, you must also pay any cancellation charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued, for any reason, these charges are likely to be the full cost of the flight(s). Some elements of your booking (e.g. transfers, excursions, upgrades, etc.) may also not be refundable.

## 7. Travel Insurance

It is a condition of your Contract with us that you have adequate travel insurance that is effective from the date that you make your booking with us. You must be satisfied that your insurance fully covers all your personal requirements including, without limitation, full Covid-19 cover, personal belongings, any pre-existing medical conditions, cancellation charges, medical expenses and repatriation costs in the event of accident or illness.

## 8. Changes made by us

### 8.1 Alteration to the price of your booking

(a) We are able to change the price of your booking after you have booked as a result of changes: (i) in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources; (ii) in the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or (iii) to exchange rates relevant to your booking. However, there will be no change to the price of your booking within 20 days of your departure.

(b) We will absorb (and you will not be charged for) any increase of 2% or less of your booking price and, conversely, we will not refund any decrease in booking price of 2% or less.

(c) You will be charged for any increase over 2% and, if the increase in price is more than 8% of your booking price, you will have the option of (i) accepting the price difference and paying the additional amount due; or (ii) accepting a change to

another booking if we are able to offer one (we will refund any price difference if the alternative is of a lower value); or (iii) cancelling your booking and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel you must do so within the time period shown on your final invoice and we will also provide a refund of any insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

(d) Should the price of your booking go down by more than 2%, then any refund due will be paid to you, minus our administration costs (which may cancel out any refund due to you). Please note that travel arrangements are not always purchased in local currency and some apparent changes have little or no impact on the price of your booking, due to contractual arrangements and other protections in place.

(e) We reserve the right to amend the price of any unsold travel arrangements at any time.

## 8.2 Alterations other than price

(a) Occasionally we have to make changes to your booking and it is a term of your Contract with us that we are able to make changes to any aspect of your booking at any time. Most changes will be minor and will be advised at the earliest possible date. Minor/insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers and any change to a London departure airport (including London City, London Gatwick, London Heathrow, London Luton, London Stansted and London Southend). In the event of a minor change, we shall not be liable to pay you any compensation.

(b) If we are constrained by circumstances beyond our control to significantly alter any of the main characteristics of the travel services that make up your booking we will inform you as soon as reasonably possible, if there is time before your departure, and you will have the choice of (i) accepting the change; or (ii) accepting a suitable alternative where we are able to offer one (we will refund any price difference if the alternative is of a lower value); or (iii) having a refund of all monies paid, **if we are not able to offer an alternative that is sufficiently comparable.**

We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

If you choose to accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

(c) In all cases, our liability for significant changes and cancellations is limited to the above mentioned options and, where applicable, compensation payments set out

below. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation.

(d) We will also pay compensation as detailed below, except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Period before departure within which a 'significant change' is notified to you or your Travel Agent	Compensation per paying person
More than 70 days	Nil
35 - 70	£5
15 - 34	£10
14 days or less	£15

Where applicable and, in the event that we need to make changes to your dive booking (such as a change to your accommodation or dive resort) as a result of unavoidable and extraordinary circumstances that may include, without limitation, insufficient diving opportunities, adverse environmental conditions, any such changes shall not be deemed as being significant changes and we shall not be liable to pay you compensation for any such changes.

## 9. Cancellation by us

9.1 We reserve the right to cancel your booking, however, we will not cancel less than 3 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance, or because the minimum number required for the booking to go ahead has not been reached. Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. The minimum number required for the booking to go ahead will be provided to you at the time of booking, along with the time limit for us to tell you if your booking has to be cancelled due to the required minimum numbers not being reached.



9.2 If your booking is cancelled you can either have a refund of all monies paid or accept an alternative booking of comparable standard from us, if we are able to offer one (we will refund any price difference if the alternative is of a lower value). In the event a refund is paid to you, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy and pay compensation as detailed below, except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above) or because the minimum numbers have not be reached.

Period before departure within which a 'significant change' is notified to you or your Travel Agent	Compensation per paying person
More than 70 days	Nil
35 - 70	£5
15 - 34	£10
14 days or less	£15

## 10. Unavoidable and extraordinary circumstances

10.1 Except where otherwise expressly stated in these booking conditions we will not be liable for any damage, loss, costs or other expenses incurred by you - or pay you compensation - where the performance or prompt performance of our Contractual obligations to you are prevented, or affected by, or you otherwise suffer any damage, loss or expense of any nature, as a result of unavoidable and extraordinary events.

10.2 Unavoidable and extraordinary events are events that neither we nor the suppliers of any service(s) in question could, even with all due care, foresee or avoid. Such events include, without limitation, war (whether actual or threatened), civil unrest, riot, strife, terrorist activity and/or its consequences or the threat of such activity, health risks, infectious disease, epidemics and pandemics and government measures to combat such outbreaks, riot, the act of any government or other national or local authority or the act of any airport, port or river authorities, unforeseeable technical problems with transport, airport, port or airspace closure restriction or congestion; flight or other travel restrictions imposed by any

government, regulatory authority or other third party; industrial dispute, sanctions, lock closure, natural or nuclear disaster, fire, flood, adverse weather conditions, volcanic eruption, chemical or biological disaster, consequences of Brexit and all similar events outside our or the concerned supplier's control.

## 11. Our Liability

11.1 Under the Package Travel and Linked Travel Arrangements Regulations 2018, we are responsible for the proper performance of the package. However, you must inform us without undue delay of any issues with any of the travel services included in your booking - please see clause 19 (Complaints) for how to make a complaint in destination.

11.2 We will not be liable for any injury, illness, death, loss (for example loss of possessions or loss of enjoyment), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from: (i) the act(s) and/or omission(s) of the person(s) affected or another/any member of your group; (ii) the act(s) and/or omission(s) of a third party unconnected with the provision of the travel services in the booking that are unforeseeable or unavoidable; (iii) unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken; (iv) any loss or damage you incur that relates to any business activity (including without limitation loss of earnings); (v) any loss or damage that relates to any services that you may have entered into separate contracts for with other providers/suppliers and which do not form part of our Contract with you (including, without limitation, any additional services or facilities booked and arranged by you directly, including any activity, tour or excursion you purchase in destination from a third party) and/or any services provided near to where you are staying such as water sport providers, beach vendors, shops, massage and other spa therapies and sporting facilities; (vi) any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to it being confirmed, we could not have foreseen you would suffer or incur if we breached our Contract with you; and any damage, loss or expense or other sum(s) of any description pursuant to clause 12 (Covid-19) .

11.3 Our Contract with you and the laws and applicable standards of the country in which your claim or complaint occurred will be used as the basis for reviewing your complaint. If the particular travel services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, the travel services will be treated as having been properly provided. This will be the case even if the travel services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK.

11.4 Our liability, except in cases involving death, or personal injury as a result of our negligence, or the negligence of our suppliers who provide some of the services that form part of your Contract with us, shall be limited to a maximum of three times the cost of your travel arrangements (excluding any amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under any conditions of carriage or International Conventions.

11.5 We are to be regarded as having all benefit of any limitation of compensation contained in these booking conditions in addition to any applicable International Conventions (including, without limitation, the Montreal Convention, the Athens Convention, the Berne Convention and the Paris) and any limitation of liability provided for in any applicable conditions of carriage of the transport companies that provide the travel services that make up your booking (e.g. airlines, boats, ships, inland waterways, trains). Any such terms shall be incorporated into your Contract with us and will apply to you on that journey. Please note that strict time limits may apply for notifying of loss, damage or delay of luggage to airlines. You can ask for copies of the travel service conditions of carriage or the international conventions from us.

11.6 Under the Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019 you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details are available from the relevant airlines. Any reimbursement in such cases will not automatically entitle you to a refund of your booking price from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted. We cannot accept any liability for any damage, loss, expense or other sum(s) of any description which did not result 11.7 from any breach of our Contract with you or other fault by ourselves or our employees or, where we are responsible for them, our suppliers.

## 12. Covid-19:

12.1 We both acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst in destination.

We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

(i) If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time. If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

- (a) Postponing your booking to a later date. We will notify you of any impact to the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your booking, such as the flight, as well any increase in cost imposed by other suppliers);
- (b) If not everyone in the booking is affected, you will have the right to transfer your place on the booking to another person nominated by you, subject always to the requirements of clause 5;
- (c) Cancelling your booking, in which case our standard cancellation charges shall apply as of the date we receive notice of cancellation from the lead name. You may be able to claim these charges back from your travel insurance.

If this happens whilst you are in destination, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your booking, missed transport arrangements, additional accommodation required (either in the UK or in destination, prior to your departure), or other associated costs incurred by you. **You must ensure you have travel insurance which covers these costs.**

(ii) You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so and, as such, you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with your booking, or that portion of your booking. **You must ensure you have travel insurance which covers these costs.**

12.2 You also acknowledge that the suppliers providing your booking and associated travel services, including airlines, hotels and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19 and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options, limited food/drink availability and amendments to the usual or normally expected safety standards and procedures. We do not expect these measures to

have a significant impact on your enjoyment of your booking and all measures will be taken with the purpose of securing your safety and those around you.

### **13. Package Travel and Linked Travel Arrangements Regulations 2018**

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations. Therefore, you will benefit from all EU rights applying to packages. We will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that we become insolvent. For more information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018: <https://www.legislation.gov.uk/uksi/2018/634/contents/made>

### **14. Financial protection**

The money you pay us for a flight inclusive booking is protected by an ATOL (number 10431) which is managed by the Civil Aviation Authority, Gatwick Airport South, RH6 0YR.

When you buy an ATOL protected flight or flight inclusive package from us you will receive an ATOL Certificate. This lists what is 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 the 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.

We provide financial security for bookings that do not include flights by way of [a bond held by International Passenger Protection Ltd of IPP House, 22-26 Station Road, West Wickham BR4 0PR.

### **15. Changes and cancellations to your booking after departure**

If we become unable to provide a significant proportion of your travel arrangements after you have departed, we will try to offer you suitable alternative arrangements, where we are able to, of an equivalent or higher standard than those booked. If the alternative arrangements we make are of a lower quality than those you originally booked, we may provide a price reduction. Please see clause 12 above for changes and cancellations after departure, as a result of Covid-19.

### **16. Additional assistance**

We will provide appropriate assistance in the event that you or a person in your booking experience difficulty whilst in destination, in particular, by providing information on health services, local authorities and consular assistance; and helping you to make any necessary phone calls/emails and find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused intentionally by you or a person in your booking, or as a result of your negligence.

### **17. Special Requests**

Any special requests must be advised to us at the time of booking. Whilst every effort will be made to arrange any reasonable special requests, we cannot guarantee that they will be fulfilled and any failure to arrange a special request on our part shall not be deemed as being a breach of our Contract with you. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. We reserve the right to decline any booking that is conditional upon any special request being met.

### **18. Disabilities and Medical Conditions**

If you or any member of your booking has any specific medical condition, disability or reduced mobility which may affect your chosen travel arrangements then you should provide us with full details at the time of booking and before we issue our

booking confirmation to you, so that we can advise as to any suitability or otherwise of the chosen arrangements.

The lead name on the booking must also promptly update us of any changes that may occur after booking but prior to departure. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to inform you of this.

## 19. Complaints and dispute resolution

19.1 We make every effort to ensure that your travel arrangements run smoothly but if you do have a problem whilst in destination, you must inform us and the relevant supplier of the service (e.g. your accommodation supplier) immediately who will endeavour to put things right.

19.2 If your complaint is not resolved locally, you must send formal written notice of your complaint to [info@321dive.co.uk](mailto:info@321dive.co.uk) and **321dive**, Cedar Cottage, Benson, Wallingford, Oxon OX106PP within 28 days of your return, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. If you fail to follow the requirement to report your complaint whilst in destination we will have been deprived of the opportunity to investigate and rectify your complaint, and this may affect your rights under this Contract.

19.3 Where any payment is made by us in regard to a claim, the person(s) receiving it (and their parent or guardian if under 18 years) agrees to assign to us or our insurers any rights they may have to pursue any third party and must provide us and our insurers with all assistance we may reasonably require.

19.4 We are a Member of ABTA, membership number Y5223. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## 20. Your Behaviour

20.1 All people travelling with us are to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our reasonable opinion or in the reasonable opinion of any other person in authority, your behaviour or that of any member of your booking is causing or is likely to cause distress, danger or annoyance to any third party (including being threatening or abusive, upsetting, annoying or disturbing any other traveller, our staff or agents or putting any of them in danger) or damage to property, or to cause a delay or

diversion to transportation, we reserve the right to consider your booking to have been cancelled by you with immediate effect.

In this event our liability to you will cease and you and the people in your booking will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or the people in your booking and will not be liable for any damage, loss, refunds expenses, or other costs incurred by you as a result including, without limitation, any return travel arrangements, the costs of cleaning, repairing or replacing property lost, damaged or destroyed by you, compensating any passenger, crew, staff or agent affected by your actions and diverting the aircraft or ship for the purpose of removing you.

20.2 If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation concerned for the cost of the damage before the end of your stay (if the cost has been established by then) or as soon as it has been established (if later). You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation or any third party as a result. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking or with us.

20.3 The lead name and any adults accompanying the group shall, at all times:

- a. act 'in loco parentis' for their group and, in particular, in regard to any minors in the group;
- b. ensure that the party reaches any departure points on time;
- c. ensure that all people in the booking comply with any and all Covid-19 requirements during the trip
- d. ensure that the group are adequately supervised;
- e. ensure the correct ratio of responsible adults will be on active duty at all times to ensure that all persons in the booking behave appropriately;
- f. ensure that the group takes into account their personal safety whilst in destination so as not to put themselves or others at unnecessary risk including, without limitation, ensuring that the group members:
  - i. take care when out during the hours of darkness;
  - ii. do not go out alone;
  - iii. do not put themselves in risk situations;
  - iv. are not intoxicated or under the influence of any other illegal or dangerous substances and, in any event, shall not permit anyone under the age of 18 under the age of 18 to consume alcohol; and
  - v. are aware of their behaviour and actions in the context of their surroundings.



- g. ensure that ensure that no members of the group smoke in any smoke - free places or behave in any other way which may cause a fire hazard;
- h. ensure that the group wears lap belts provided for any journeys by coach;
- i. ensure that the group or any members of the group comply with all relevant laws.

## 21. Excursions and tours in destination

Excursions or other activities and tours that you may choose to book or pay for whilst you are in destination do not form part of your Contracted arrangements with us. Your contract will be with the operator of the excursion, activity, tour or other service and not with us - and we shall not be responsible or liable for the provision of any such excursion, activity or tour or for anything that happens during the course of its provision by the operator.

## 22. Passport, Visa, Immigration and Health Requirements

22.1 It is your responsibility to check and comply with any travel, passport, visa, entry, health, vaccination, testing and immigration requirements applicable to your booking. Requirements change on a regular basis and you must therefore continually check and monitor the requirements up to your date of return, both in regard to the countries to which you are travelling to or through - and any requirements on your return to the UK.

22.2 In addition to the relevant embassies and/or consulates, information can also be found on the following websites:

FCDO (<https://www.gov.uk/foreign-travel-advice>)

NaTHNaC (<https://travelhealthpro.org.uk/>)

Brexit (<https://www.gov.uk/visit-eu-switzerland-norway-iceland-liechtenstein>)

GHIC: (<https://www.gov.uk/global-health-insurance-card>)

Passports: (<https://www.gov.uk/apply-renew-passport>)

<https://www.gov.uk/government/organisations/department-for-transport>

<https://www.gov.uk/government/organisations/department-for-education>

22.3 We do not accept any responsibility or liability if any member of your booking cannot travel because they have not complied with any travel, passport, visa, vaccination, testing or immigration requirements or are not in possession of necessary travel documentation (including, without limitation, vaccination certificates, testing kits and any other required documentation).

22.4 Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year from date of issue, you should check with the Embassy of the country you are visiting.

22.5 You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any such requirements.

## 23. Flight information

23.1 The carrier(s), flight timings and types of aircraft shown in our brochures, on our website and as detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation (which shall not be considered to be a significant change to you booking). We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be sent to you approximately two weeks before your date of departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

23.2 Regulation (EC) No.2111/2005 establishes a list of air carriers which are subject to an operating ban within the European Community:  
[https://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en)

## 24. Data protection

Our privacy policy sets out what personal data we collect about you, how and why we use it, who we disclose it to, and how we protect your privacy in accordance with the UK GDPR:

<https://www.321dive.co.uk/downloads/termsandconditions321dive2.pdf>

It is possible that photographs or video may be taken for inclusion in our brochure or website or for other promotional purposes. By booking with us and, unless you tell us otherwise, you consent to us using any such photographs or video without charge (whether current or in the future). Where it is practical to do so, we will seek the consent of any persons who are prominently included in any shots. Consent will not generally be sought from persons who only appear in the background and are not identifiable. No persons will be identified by name. Our privacy policy includes provision for your being able to contact us to withdraw your consent to any further such use, as from receipt of your notice to that effect.

## 25. Variation

These booking conditions may be varied by us at any time and at our sole discretion. Any new booking conditions will be published on our website and will have immediate effect.

## 26. Law and jurisdiction

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your Contract or booking will be dealt with by the exclusive jurisdiction of the Courts of England and Wales.