

DIAMOND DIVING LIMITED GENERAL INFORMATION

1. Descriptions

The descriptions of the facilities at each diving site and accommodation location have been compiled following a visit by the Managing Director of Diamond Diving Limited ("**Diamond Diving**"). We have done our best to ensure that the information on our website is neither false nor misleading and we shall make every effort to ensure that the facilities provided for meet the descriptions provided.

2. Itinerary and Transfers

On the date of your arrival, we will provide one pick-up from Terminals 1 and 2 at Nice airport at a time to be specified by us on the Booking Confirmation and drop you off at the hotel that you have chosen. If you are not present at the time specified, we will wait for you for not more than thirty minutes after the pick-up time that we have specified. After this, transfers to the hotel are at your own cost.

Unless we specify otherwise, on each day we will collect you from your hotel at times to be notified to you by us and drop you off at the dive centre. We will then return you to your hotel at the end of the diving day at the notified time.

For those customers returning to Nice Airport with us at the end of the holiday, rather than staying on in France we will provide an airport transfer expected to get you to the airport at Midday. We would ask customers to observe standard check-out times which will vary from hotel to hotel.

3. Not Included in the Cost

The prices listed on our website for each destination provide details of package inclusions. Items not included are flights or road transportation (apart from transfers provided by us from and to the airports at each resort and transport between the hotel and the dive sites), hire of diving equipment, diving tuition fees (unless specifically included as part of the package), travel insurance, visa costs, tips, items of a personal nature, park and port fees where applicable and local departure taxes. If any meals are included in the cost of your holiday these will be indicated on the website.

For all holidays in July and August, we strongly recommend that you book your flights and accommodation at least one month prior to departure.

4. Health Requirements

Vaccination and health requirements vary from time to time and from country to country. Your own GP will be able to provide up to date information and arrange for relevant protection. It is your responsibility to ensure you are sufficiently fit for the diving programme that you plan to undertake. You will be required to have undergone a medical in the UK certifying you as fit to dive and this confirmation will need to be provided to us in writing (together with the completed diving risks forms that we will send out with your Booking Confirmation) prior to your intended departure date.

5. **Diving Safety**

It is important that you follow safety advice given by us and the dive centres. It is recommended that you should not dive 18 hours prior to flying, and should remain at a shallow depth (less than 18m) on the last dive day. At all times please respect and follow the advice provided in the briefings given by the Diving Director ('Directeur de Plongée') and the Dive Guide. If you fail to observe this advice, exceed any limits specified by the dive centre, fail to observe resort limitations or break the given stipulations of your insurance policy, this will be entirely at your own risk. Please ensure for your own safety that you follow the guidelines for depth laid down by your training agency for your certification level (such as BSAC, PADI, SSI, CMAS).

6. **Equipment**

We strongly advise that, wherever possible, you take your own diving equipment. Where you do, some airlines may charge a supplement for diving baggage and we would therefore advise you to consult the relevant airline policy in this respect.

Equipment hire is not included in our packages and this will need to be arranged between you and our recommended dive centre in each destination. For your reference, prices for equipment hire at each destination are displayed on our website however, we cannot be held responsible for any changes to these advertised prices.

7. **Dive Packages**

Once you have paid for your diving package, you undertake to participate in the minimum number of dives specified in that package. Should you not partake in each of the dives, no payment will be refundable by us to you (apart from where failure to partake in dives is as a result of holiday cancellation by you, in which case the cancellation provisions contained in clause 5.2 will apply).

Dive packages are for qualified divers only. Please ensure that you take your log book and dive card with you to all destinations. In the interests of health and safety, check-out dives will be conducted at our discretion. Ensure that your medical is up to date. Dive packs include [weights, tanks & air] only. Hire of other equipment will be charged for locally. All prices quoted are for pre-booking with Diamond Diving in the UK only before travel.

8. **Excluded services**

For the avoidance of doubt, we do not include within our holiday packages and will in no way be liable for the following, responsibility for which shall be solely that of the person, or where relevant, tour party concerned:

- 8.1 flights;
- 8.2 hire of diving equipment; or
- 8.3 any supplementary hotel and/or meal charges beyond the scope the charges envisaged in the holiday package provided by us.

9. **Delays**

Delays in transportation (e.g. flights) can sometimes occur. We cannot accept any liability in relation to any delays which are beyond our control or any expenses or losses you incur as a result. Depending upon the terms of any insurance policy you have taken out, you may be

able to seek reimbursement of any such expenses or losses together with compensation for the delay from the insurance company.

10. **Conditions of Suppliers**

In respect of all services, the conditions of the supplier concerned (e.g. hotelier or other provider) will apply. Such conditions will often limit the supplier's liability to you usually in accordance with applicable international conventions. Copies of these conditions should be requested from the suppliers concerned directly.

11. **Pre-Departure Contact**

It is essential to ensure that you provide us with a telephone number or address where you can be reached up to 24 hours prior to your departure in the event of late changes or other problems.

12. **Special Requests**

If you have any special requests, please ensure that you notify us in writing at the time of booking in the space provided on the Booking Form. We will endeavour to pass such requests on to the supplier(s) concerned. We regret, however, that we cannot guarantee that special requests will be met and failure to do so will not be a breach of contract on our part.

12.1 **Risks Associated with Diving**

Diving carries a greater risk of personal injury and death. It is your responsibility to ensure that you and all members of your party are medically fit to engage in any particular activity. Diving has particular medical and training requirements. It is your responsibility to ensure you are familiar and comply with those requirements. If you are in any doubt as to possible risks, you should consult our staff before booking. You must ensure that any insurance policy you take out covers you in relation to higher risk activities including diving.

13. **Insurance**

As required by law, we are insured for professional indemnity and public liability risks. All of our personal instructors also have personal professional indemnity insurance.

14. **Travel Insurance**

We are obliged to ensure that everyone travelling with us is aware that they should have insurance cover. Diving is considered a hazardous sport by the insurance industry and we strongly recommend that you have adequate travel insurance for this activity. We are able to recommend companies that specialise in travel insurance for dive holidays and two of these are mentioned on our internet site.

15. **Financial Protection**

If we become insolvent and are unable to deliver the product or products that you have paid for, you will be fully refunded.

16. **Passport, Visa and Health Requirements**

It is your responsibility to ensure that all members of your party have all necessary passports, visas and health/vaccination certificates for your holiday prior to departure. In the case of passports, British nationals must hold a full British passport valid for at least 6 months following the end-date of the date of the holiday booked. Nationals of other countries should contact the French embassy for the most up to date advice. Please inform us if you have any doubt about your documentation. We cannot accept any responsibility if you are denied entry into any country or onto any flight due to inadequate travel documentation. Any costs or expenses incurred as a result will be your responsibility.

**DIAMOND DIVING LIMITED
STANDARD TERMS & CONDITIONS**

This contract is provided for the provision of travel arrangements. Please read these booking conditions carefully, together with the General Information section contained on this website as these form the basis of your contract with Diamond Diving Limited ("Diamond Diving").

1. Booking Your Holiday and Payment

- 1.1 Once you have chosen your holiday arrangements, please complete the Booking Form on the website which must be signed by the first named person (who must be at least 18 years of age) on behalf of all party members. The signed Booking Form should then be sent to us accompanied by the deposit of 30% of the package price as shown on the Booking Form or full payment if booking eight weeks or less before departure. All applicable insurance premiums should be paid at the time of booking if you wish to purchase the insurance we offer (see clause 14 and insurance details in the General Information).
- 1.2 We will confirm your chosen arrangements by sending you a confirmation of your booking (the "**Booking Confirmation**"). Please check this confirmation together with all other documents sent to you carefully to ensure that they fully accord with your instructions. If you have any queries, you must advise us immediately. Ten weeks prior to your departure, we will send you a final invoice (the "**Invoice**") showing the outstanding balance due to us (unless full payment has already been made) to be received by us no later than 56 days (eight weeks) prior to departure (the "**Due Date**"). If, for any reason the balance is not received by us in full within 7 days after the Due Date, we reserve the right to treat your booking as cancelled by you so that the fees set out in clause 5 will be payable.
- 1.3 Bookings received within three weeks of departure are on a request basis (we will need to contact the relevant hotel and dive centre to check availability). We require full pre-payment for bookings of this nature. Should we not be able to provide you with your chosen holiday, you will be refunded in full.

2. Your Contract

When we issue the Booking Confirmation a binding contract will come into existence between us. These Terms and Conditions, together with the General Information section [and the Booking Confirmation (together, the "**Conditions**") form the basis of the contract between you and us. The terms of the Conditions may only be varied by a director of Diamond Diving in writing. Your contract with us is governed by English law.

3. Prices

It is our policy to keep to the prices stated in our literature where possible. However, we reserve the right to increase or decrease website and other advertised prices at any time before your chosen arrangements are confirmed. You will be given the correct price at the time of booking. Once your booking has been confirmed, we will only surcharge if as a result of governmental action, adverse exchange rate fluctuations and/or increases in scheduled air fares, costs are increased to us. Even in this case, we will absorb an amount equivalent to 2% of the price of your chosen arrangements excluding insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged. If this means you paying more than 10% on the holiday price, you will be entitled to cancel your arrangements with a full refund of all monies paid to us by you except for any insurance premiums and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days of the issue date printed on the Invoice. No surcharges will be

levied less than 30 days before departure. No refunds can be made in the event of favourable exchange rate fluctuations or decreases in our costs.

4. **Amendment by You**

Please advise us of any changes to your booking that you wish to make after it has been confirmed, as soon as possible in writing, although we cannot guarantee that requests for amendment can always be met. Where an amendment can be made, a fee of £30 per booking per amendment will be charged together with any costs or charges incurred by us or incurred or levied by our suppliers. An amendment constitutes a change to the existing booking. A request to transfer to another holiday package or to other arrangements will be treated as a cancellation incurring the cancellation fees set out in clause 5. Additional members may be added (subject to a maximum of 12 people per party) up to 7 days before departure provided that space still exists on that holiday and that a further deposit (or full payment, as relevant) is received by the company. Where you or a member of your party is prevented from travelling that person may transfer their booking to another suitable person, providing that we are notified of the need to transfer not less than 7 days before departure. An amendment fee of £30 will be payable together with any costs or charges incurred by us or incurred or levied by our suppliers to effect the transfer.

5. **Cancellation by You**

5.1 You have an option to cancel your holiday arrangements which must be exercised in writing. The fees for cancellation are shown below. No refunds can be made for any part or parts of any holiday, dive courses, or other arrangements cancelled on or after your scheduled departure date or not utilised by you.

5.2 Period before departure within which written notification of cancellation is received by us and the applicable cancellation fee:

- (a) After payment of deposit - a sum equal to deposit paid;
- (b) 56 to 29 days – 70% of Total Cost;
- (c) 28 days or less – 100% of Total Cost.

"Total Cost" means the total cost of the cancelled arrangements excluding insurance premiums and any amendment charges which are non refundable in the event of your cancellation. Depending on the reason for your cancellation, you may be able to claim a refund of the above fees from your insurance company if you have taken out an appropriate travel insurance policy.

6. **Changes by us to your Holiday following Booking, and Compensation**

6.1 We reserve the right to make changes to your booked arrangements and our website at any time both before and after bookings have been confirmed, most of which will be minor ones. Occasionally, it is necessary to make a significant change. A significant change is one made before departure involving a change of accommodation for a significant part of the holiday to that of a lower standard or which is lacking important advertised features or is located in a different area to that which was originally booked, a significant change or deletion of a major part of the diving itinerary or inability to carry out diving activities for an extended period during the holiday. All other changes are treated as minor changes. Where known, minor changes will be sent to you with your travel documents approximately two weeks before departure. In the event of a significant change, we will advise you as soon as possible and give you the choice of:

- (a) accepting the changed arrangements as notified to you; or
- (b) purchasing different arrangements from us, of at least the same standard if available (with you paying or receiving a refund in respect of a price difference); or
- (c) cancelling your arrangements and receiving a full refund of all monies paid to us. If we have to make a significant change within 56 days of departure, we will in addition pay you compensation in accordance with the scale set out below (providing we have received full payment from you) except where the change is made as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. Such circumstances may include those amounting to "force majeure" as set out in clause 9 below. Compensation is not payable in the case of minor changes. Minor changes do not entitle you to cancel or change to another holiday without paying our normal charges. In all cases, our liability is limited to the payments set out in the scale below and we cannot be responsible for any costs or expenses you may incur as a result of any other change.

6.2 Period before scheduled departure date within which a significant change is notified to you, and compensation per person:

- (a) more than 56 days – nil;
- (b) 56 to 43 days - £25.00;
- (c) 42 to 29 days - £30.00;
- (d) 28 to 15 days - £35.00;
- (e) 14 days or less - £40.00.

7. **Changes By Us After Departure**

Following departure, our representatives have the right to make any changes to arrangements which they/we consider to be necessary or appropriate in the interests of the safety of any of our clients, employees or suppliers or to be beneficial to the operation of the arrangements or desirable to overcome weather, transportation or other problems beyond our immediate control or that of our suppliers, or if changes are required at any time by government agencies or organisations or other official bodies. We do not control the day to day management of your accommodation. Particular hotels may only be used infrequently. We may be advised that your reserved accommodation is unavailable after you have departed on holiday. If this occurs, we will endeavour to provide accommodation of at least the same standard in the same area, but cannot be held responsible for non significant differences between that accommodation and the accommodation previously provided. In the event that this results in a significant change in accommodation between that accommodation and the accommodation previously provided, the refund and compensation provisions of clause 6 shall apply.

8. **Cancellation By Us Prior To Departure**

8.1 It may occasionally be necessary to cancel previously confirmed arrangements which we reserve the right to do, such as (but not limited to) in the event of a force majeure occurrence or where we do not receive sufficient booking numbers to proceed with a holiday package. Where your arrangements are cancelled other than due to your default in payment, we will offer you the choice of either purchasing alternative arrangements from us, of at least the same standard if available (with you paying or receiving a refund in respect of any price difference) or receiving a full and immediate refund of all monies paid to us. Except where

you fail to make payment in full and on time, we will not cancel less than eight weeks before departure unless we are forced to do so as a result of a force majeure event as defined in clause 9 below.

- 8.2 If we cancel eight weeks before departure or less than eight weeks as a result of a force majeure event, you will be entitled to a full refund from us of any sums paid (apart from insurance premiums that we have received from you and paid to the relevant insurer and which are non-refundable by that insurer) but no compensation will be payable. Exceptionally, we may be forced to cut short your arrangements after the date of departure where circumstances amounting to a force majeure event as defined in clause 9 below occur. In this situation, we cannot make any refunds (except where these are obtained from the relevant supplier(s)), pay any compensation or be responsible for any costs or expenses that you may incur as a result.

9. **Force Majeure**

We cannot accept liability and no compensation will be payable if the performance of our contractual obligations is prevented or affected by circumstances amounting to a "**force majeure**" event. A force majeure event would include any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid including (but not limited to) war or threat of war, civil strife, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, terrorist activity, governmental action and all similar circumstances beyond our control.

10. **Liability**

- 10.1 General – While we promise to ensure that all parts of the holiday that we have agreed to arrange, perform or provide are arranged, performed or provided with reasonable skill and care, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason that you did not tell us about when you booked your holiday or where any problems you suffer do not result from our breach of our contract with you or other fault of ourselves or, where we were responsible for them, our suppliers or agents. Please note that while we accept our liability to you for loss or damage sustained by you as a result of the negligence of our employees or suppliers we will not be liable for any services which we have not undertaken to provide.
- 10.2 Death and Personal Injury - We accept responsibility should you or any member of your party suffer death, personal injury or illness as a result of any failure to perform or improper performance of any part of our contract with you by any of our employees, agents, suppliers or sub-contractors (providing they were at the time acting within the course of their employment) or except where the failure to perform or improper performance was due to:-
- (a) the fault of the person(s) affected or any member(s) of their party; or
 - (b) the fault of a third party not connected with the provision of your holiday arrangements and which were unforeseeable or unavoidable;
 - (c) an event which either we or the supplier of the service(s) in question could not have predicted or avoided even with all due care. It is a condition of this acceptance of liability that you fully comply with clause 11 below; or
 - (d) the fault of anyone who is not conducting the work for us (generally or in particular) at the time.
- 10.3 Loss as a result of Unconnected Third Parties - Should you or any member of your party suffer loss or damage as a result of the actions of a third party unconnected with the provision

of the services contracted for between you and us and which does not form part of your confirmed arrangements with us, we will use our best endeavours (though we will not be obliged) to provide you with assistance, the nature of such assistance being at our discretion. Any such assistance must be requested within 7 days of the date of misadventure. If the person concerned should be successful in obtaining a costs order against such third party or if you are able to claim under any insurance policy(s) you may have, we will be entitled to recoup from you the costs actually incurred by us.

10.4 Losses excluding personal injury, illness or death – We limit the maximum amount that we may have to pay you for any and all claims or parts of claims which do not involve personal injury or death and for which we are found liable. This maximum amount will only be payable where you have been significantly affected and received no benefit at all from your holiday package.

(a) Except where accommodation liability or loss of/and or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount that we will have to pay you for such non personal injury claims is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the persons affected in total.

(b) Accommodation liability – Where any claim or part of a claim is based on any stay in a hotel, the maximum amount of compensation that we will have to pay you will be limited to the maximum amount that that hotel provider would have to pay under the relevant international regulations applying to the hotel accommodation in question.

(c) Luggage and personal possessions - Luggage and personal possessions are at all times your sole responsibility. You must ensure you have adequate insurance cover to protect them. Any liability we have in relation to luggage or personal possessions will in any event be limited to £50 per person affected in total.

10.5 Our insurers – In the event of a liability occurring under this clause 10, you agree to provide us and our insurers with all assistance that we may reasonably require. If requested, you agree to 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 affected 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. It is a condition of our acceptance of any liability as set out in this clause 10, that you fully comply with our complaints procedure as set out in clause 11 below.

10.6 High Risk Activity - You hereby acknowledge the risks associated with high risk activities such as diving and, save for clause 10.2, we cannot accept responsibility if any such risks materialise and you suffer death, personal injury, loss or damage as a result.

10.7 Package Travel, Package Holidays and Package Tours Regulations 1992 (the "**Regulations**") - This clause 10 is intended to set out our obligations as a tour operator / organiser to *you* pursuant to the Regulations. Notwithstanding the provisions of clauses 10.1 to 10.7 above, we cannot make any payment to you or any member of your party if the person concerned is not entitled to payment from us under the Regulations.

11. **Complaints/claims**

If you are unhappy about any aspect of your arrangements, you must inform our representatives, together with the supplier of the service concerned immediately. You must make every effort to bring problems to the attention of ourselves and the supplier. Once we and the supplier concerned are aware of the problem, everything reasonably possible will be done to quickly resolve it. If you remain dissatisfied, you must write to us giving full details

of your complaint within 10 days of your return to the UK. In the event that you do not notify us of a complaint within this period, this may affect our ability to investigate any complaint and may impact on the way in which the complaint is dealt with.

12. **Arbitration**

Disputes arising out of or in connection with this contract which cannot be amicably settled may (if the client so wishes) be referred to arbitration under a special scheme administered quite independently by the Chartered Institute of Arbitrators. The scheme (details of which will be supplied on request) provides a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. The scheme does not apply to claims for an amount greater than £2,500 per person. There is also a limit of £10,000 per booking form. Neither does it apply to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. The rules of the scheme provide that the application for arbitration must be made within nine months of the date of return from holiday but in special circumstances it may still be offered outside this period.

13. **Insurance**

It is a condition of our accepting your booking that you take out adequate travel insurance for the whole period of your holiday. We are able to recommend dive travel insurance companies that specialise in this area. We do not accept liability for any losses suffered by yourself or your party as a result of your being uninsured or under-insured.

In addition, we are obliged by law to have in place insurance whereby, in the event of our insolvency any moneys already paid by you in respect of packages and which are refundable to you under the terms of this contract are recoverable by you under the policies. For this purpose, in the event of insolvency we will assign to you the right to recover of any sums due to you under this policy.

14. **Behaviour**

If the behaviour of any customer is likely, in our opinion, to cause offence, damage, danger or distress to others we or a diving instructor, diving services provider or accommodation manager have the right to terminate the holiday arrangements that person. In this event, our responsibility for the person concerned will immediately cease and we will not be liable for any expenses or costs incurred, or to make any refund or pay any compensation. `