



TERMS AND CONDITIONS

How to make a booking

Call our friendly team of experts on +44 (0) 1473 921888, Monday to Friday 9.30am till 5.00pm, email us on info@greatescapesdiving.com, or fill in our online enquiry form. We will then get back to you within 24 hours during normal week days.

Once you are happy with your quotation and are ready to make a booking with us, we will email you a booking form to complete, along with a copy of our terms and conditions and payment terms relevant to your booking.

Terms & Conditions

Booking

If you are happy to proceed with the booking then we will require a signed copy of the booking form returned to us and a deposit of 25% of the total package cost (unless otherwise stated) or if you are travelling within 12 weeks of departure we will require payment in full. Your balance will be due 12 weeks prior to departure (unless otherwise stated). By completing the booking form you are accepting our booking terms and conditions.

Once we receive back the signed booking form we will confirm all elements of your holiday that are able to be booked. If there are elements where the dates are too far in advance to be booked then we will give you an estimate of the cost at the time and this may be higher once the rates are released. There is no contract between you and Great Escapes Diving Holidays Limited until a booking confirmation is received by yourself.

It is vital that you check through all details of the booking on the confirmation that will be emailed or posted to you. If there are any name spelling errors, wrong dates or elements of travel that are wrong you will be responsible for any amendment fees that may occur as a result of the change (see cancellation and changes). If you have any queries at all about the details of the booking please advise us as soon as you've received the confirmation.

Groups

Where there are 2 or more people travelling, the person who confirms the booking will be the lead passenger on the booking and will be responsible for everyone on the booking. We will send all documentation to the lead passenger and advise them of any changes that may occur during the period between booking and travel.

Flights

We use a number of world renowned international, scheduled airlines for your comfort and convenience. Flights are unable to be booked until 10 – 11 months prior to departure and can often be held until balance due date with a deposit. If the flight needs to be ticketed earlier than the balance due date then we will advise when they need to be ticketed by and the cost. We endeavour to find the flights with the best routes and timings for your convenience. Flights are very often non changeable and non refundable, however each airline is different and may have different rules which we can advise on at the time of booking.

Payments

Our preferred method of payment is by bank transfer, however we do also accept debit and credit cards without a surcharge. We will send out payment reminders 2 weeks in advance of when the payments are due. Please note that your booking may be cancelled if payments are not made on time (see Cancellations and Changes).

Cancellation

If you need to cancel your holiday we will require written confirmation from you. Unless otherwise stated on your booking confirmation, our standard cancellation fees are as follows:-

Notification received more than 120 days prior to departure = loss of deposit and flight payment (if flight paid in advance of balance).

Notification received 119 – 90 days prior to departure = 50% loss and flight payment (if flight paid in advance of balance).

Notification received less than 90 days prior to departure = loss of total holiday cost.

If the holiday price is dependent upon the number of persons booked into an accommodation and you wish to change the number then the price will be re-calculated on the new group size. Any increase in price per person as a result of part cancellation is not a cancellation charge, but rather a price adjustment resulting from the change of number of passengers travelling.

Changes made by you

If you need to change your booking then we will do all that we can to accommodate your request. If the holiday aspect is changeable then there will be a change fee of £50 per person plus any difference to holiday cost from the original booking. Any additional amendment fees charged by the suppliers/airlines/hotels/transport will be passed onto the customer. You will be advised at the time of booking whether your flights are changeable or not.

Changes made by us

It is unlikely that we will need to make any changes to your holiday arrangements, but we will inform you of any change of times or holiday specifics as soon as we hear. Flight schedules change regularly and if there is a change then we will always try to make sure that there is as little disruption as possible. If there are major time changes (over 12 hours) then we will look for alternative airlines for you and advise if there is a difference in price. The difference in price will be paid for by the customer.

Force Majeur

In the case of Force Majeur we cannot accept liability and no compensation will be payable if our contractual obligations are prevented or affected by the following circumstances; any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid such as war or threat of war, civil unrest, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, terrorist activity, governmental action and all events beyond our control.

Insurance

Under the terms of this contract you are required to have suitable travel insurance that covers you for all of the activities that you will be undertaking whilst on holiday. If you are on a diving holiday then your insurance must cover you for the depth to which you are certified as well as full search & rescue and hyperbolic treatment. Your insurance must also cover you if you need to cancel your trip for an insurable reason. Luggage and personal possessions are your responsibility and having a full travel insurance policy that covers these is advisable.

Complaints

If you have a complaint about any element of your holiday booking then you must inform us as soon as you can and we will do our very best to get resolution as soon as possible. If you are overseas then you can speak to the resort/liveaboard or tour supplier and they may be able to resolve the situation to your satisfaction. In the event that matters cant be resolved, details of the complaint should be received by us in writing within 14 days of you returning from your holiday. It is with regret that we cannot accept liability in relation to a complaint that is not brought to our attention within 14 days of returning from your holiday.

Prices & Exchange Rate Fluctuations

The prices displayed on our website are for guideline purposes only and are based on the cheapest available dates (low season). You will be given the correct price at the time of confirmation. Occasionally, some suppliers we use may increase or add a fuel surcharge to their services, which may result in increased costs to your holiday. If this happens, we reserve the right to change the price of the product/service and to collect the additional payment from you.

As the vast majority of our suppliers are based overseas, we cost up your holiday based on the exchange rate at the time of booking and we will advise you of the exchange rate rate used at the time your deposit is paid. Once your balance is due, your remaining balance will be re-calculated at the time according to the exchange rate of the day and the final cost of your holiday may decrease or increase accordingly. We will advise you of this at the time. Due to exchange rate fluctuations being out of our control you have the option to pay your remaining balance, or make a part payment towards your balance, at anytime you wish – up to 12 weeks prior to departure – in order to take advantage of the rate at that time.

Travel Conditions and Liability

You accept that when you travel by airline, ground transportation or by boat that the individual conditions of carriage apply, some of which exclude liability.

We do not own or operate any resorts/hotels, airlines, liveaboards or other transports that make up our bookings. The suppliers that we use offer a reasonable standard of quality and if this quality falls short then we need to hear about it from you, either by contacting us or the supplier(s) while overseas.

Visas, Health and Passport Info

When visa, health or travel documentation is required for your holiday it is your responsibility to obtain this yourself and to ensure that you have the correct documentation. Visa requirements for different countries change all the time, so it is important to research your destination and transit points en-route to see what their requirements are. If you are the lead passenger on a group booking (more than 2 people) then it is your responsibility to ensure that all members of your group have all necessary passports, visas and health/ vaccination certificates for your holiday prior to departure.

We cannot accept any responsibility if you are denied entry into any country or onto any flight due to inadequate travel documentation.

Special requests

It is important that you make us aware of any pre-existing medical conditions, dietary needs or allergies that you have, when sending us the booking form, so that we can inform the suppliers prior to your arrival. Where seat requests and room/cabin requests are made we will do our utmost to ensure that the requests are met. This is not guaranteed and is down to the discretion of the supplier in question.

Financial Protection

When you buy an ATOL protected flight or flight inclusive holiday 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.

(Terms and Conditions updated 29 November 2018)

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