



# Terms and Conditions

Please read these booking conditions carefully as they form the basis of your contract with Anthias Divers. All diving products and services on this website are operated by Anthias Divers. (hereinafter called the 'Company' or 'we' or 'us').

The following terms and conditions will apply to: (a) your use of our website; (b) our supply of products and services; and (c) our dealings with you.

By entering, accessing or using our website in any way, you agree to comply with all of our terms and conditions. In addition, when you book any products from us, you will do so subject to the terms and conditions on this page. These Conditions of Contract constitute the entire agreement and understanding between you and Anthias Divers in relation to their subject matter. By proceeding with a booking, you acknowledge that you have read and understood all of the Conditions of Contract and agree to be bound by them. However, if you do not or cannot accept our Conditions of Contract in full, you must stop using our website immediately. These Conditions of Contract may vary from time to time. By browsing this website, you accept that you are bound by the terms and conditions current at the time when you browse or book.

## Terms and Conditions - Website use,

### **GOVERNING LAW**

This website has been designed for use within the United Kingdom. By accessing this website, you are agreeing that the Courts of England will deal with any disputes which may arise between you and us, and that English law shall be the applicable law.

### **NON-COMMERCIAL USE ONLY**

You may only use this website for your own personal use (which will at all times be reasonable and not abusive) or for purposes legitimately connected with purchasing our products and services.

You are not allowed to access, use or copy any material or information on this website for any commercial purpose or for any purposes which are unlawful. In particular, you are not allowed to copy (whether by printing off, storing on disk or in any other way), distribute (including distributing copies), alter or tamper with in any way or use any material contained in this website except that you may print off any individual page for your own personal use.

### **OWNERSHIP AND USE OF MATERIAL AND INFORMATION ON OUR WEBSITE**

This website displays brands which are registered in the UK and/or other countries and which belong to us. You are not licensed to use any of the marks on our website unless written permission is granted, and you may not meta tag any of these marks.

Unless otherwise stated, we own (or are licensed to use) the intellectual property rights in the content and information in this website, including (without limitation) all text, sound, photographs, images, logos, videos, 360° maps, podcasts, blogs, customer reviews, graphics, design, underlying source code and software. Subject to the "Non-Commercial Use Only" section above, material and information, either whole or in part, from this website may not be reproduced, copied, republished, downloaded, posted, broadcast or transmitted in any form or medium without our and/or the appropriate owner's prior written permission.

#### **LINKS**

If you wish to include a link to our website, unless you have our written permission, you may only do so to our homepage.

This website contains links to external web sites. These links are provided so you can find out further information quickly and easily. Please note that we are not responsible for the content of these websites.

#### **1. Booking Your Diving and Payment**

By completing this online booking process, you are making a booking which will be confirmed once your



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payment card details have been verified and your payment taken.

We will send you a booking confirmation which shows the booking details - please check all information carefully to ensure it is accurate. If you have any queries or find any errors, you must advise us immediately.

## 2. Your Contract

A binding contract between us will come into existence when we issue our Confirmation of your booking. These booking conditions form the basis of that contract. They may only be varied by a director of Anthias Divers Limited in writing. If you booked your diving in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the Internet), this Agreement, and any claim or dispute arising from or related to this Agreement, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it. If you booked your diving in Scotland or Northern Ireland, this Agreement, and any claim or dispute arising from or related to this Agreement, will be governed by Scottish or Northern Irish law as appropriate and the courts of Scotland or Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.

## 3. Prices

We reserve the right to make changes to and correct errors in advertised prices at any time before your diving is confirmed. We will advise you of any error of which we are aware and of the then applicable price prior to confirmation.

## 4. Price Accuracy

The prices, offers, information and terms and conditions published on our websites or in our leaflets are valid at the time of publication until publication of any revised information. We reserve the right to increase or reduce these prices or amend these offers or information at any time. You will be advised of any change prior to booking confirmation and must ensure you check all details of your chosen package (including the price) with us at the time of booking. This information on the Anthias Divers website is our sole responsibility. It not issued on behalf of and does not commit any independent organization whose services are featured on it.

Before booking and not less than 30 days prior to departure the prices featured may change. We reserve the right to impose surcharges once you have booked but no surcharges will be imposed within 30 days of departure and any downward revision in the price will be refunded to you. Surcharges will only be imposed for variations in:

- a) transport costs, including the cost of fuel.
- b) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; or
- c) the exchange rates applied to the booking.

Price increases and surcharges will be calculated according to the full extra cost compared to the costs obtained when our published prices were calculated using an exchange rate of £1= €1.09, £1= \$1.64. In any event we shall absorb the first 2% of any such surcharge. Any increase to the price that exceeds 10% of the total package cost will entitle you to the options outlined in clause 9.

## 5. Amendment by You

Should you wish to make any changes to your booking after it has been confirmed, please advise us as soon as possible in writing. We will endeavor to assist although we cannot guarantee that requests for amendment can always be met. Where an amendment can be made, a fee of £25 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 other arrangements will be treated as a cancellation incurring the cancellation fees set out in clause 6. Where you or a member of your party is prevented from participating (e.g. as a result of personal illness/injury, the serious illness or injury of a close family relative, jury service or unavoidable work commitments) the person concerned may transfer their booking to another qualified person, providing we are notified of the need to transfer not less than 28 days prior to departure. An amendment fee of £25 will be payable together with any costs or charges incurred by us or incurred or levied by our suppliers to affect the transfer. Should you transfer your booking to another person, you will both be jointly and severally liable for payment of the package price and other associated expenses.

## 6. Cancellation by You

If you wish to cancel your booking, you must inform us in writing. The following cancellation charges are applicable:

More than 49 days before departure: a sum equal to amount paid

49 to 14 days before departure: 70% of total booking cost

13 days to 3 days before departure: 90% of total booking cost

Less than 48 hours before departure: 100% of total booking cost



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These dates refer to the date we receive written notification of your cancellation. No refunds can be made after your scheduled departure date. Any amendment charges are non-refundable in the event of your cancellation. We strongly recommend you take out insurance against irrecoverable cancellation costs.

## 7. Changes by Us

We reserve the right to make changes to your booked arrangements and our leaflet or website information at any time both before and after bookings have been confirmed. Occasionally, it is necessary to make a significant change. A significant change is one made before departure involving, for example your start date for diving. All other changes are treated as minor changes. 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 a supplement 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 your booking, we will as a minimum 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 either 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. Compensation is not payable in the case of minor changes and such changes do not entitle you to cancel or change to another diving package without paying our normal charges. Period before scheduled departure date within which a significant change is notified to you, and compensation per person:

More than 56 days: Nil

56 to 43 days: £25.00

42 to 29 days: £30.00

28 to 15 days: £35.00

14 days or less: £40.00

## 8. Cancellation by Us

Occasionally, it may be necessary to cancel previously confirmed arrangements which we reserve the right to do. Where your arrangements are cancelled other than due to your default in payment, we will offer you the choice of either alternative arrangements, 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 “force majeure” as defined in clause 9 below. We regret no compensation will be payable if we cancel either as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care. Very rarely, we may be forced to curtail your arrangements after the date of departure where circumstances amounting to “force majeure” 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 you may incur as a result.

## 9. Force Majeure

Except where otherwise expressly stated in these booking conditions, we cannot accept liability or pay any compensation where “force majeure” prevents or affects the performance or prompt performance of our contractual obligations or causes you to otherwise suffer any damage or loss (as more fully described in clause 10 (1) below). Force majeure includes 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, 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

(1). We promise to make sure that all parts of the diving package we have agreed to arrange, perform or provide as part of our contract with you are arranged, performed or provided with reasonable skill and care. We will accept responsibility if any death, personal injury, failure or deficiency of your arrangements is caused by any failure by ourselves or our employees (providing they were at the time acting within the course of their employment) or our agents or suppliers (as applicable) to use reasonable skill and care in performing or providing the service in question. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim. 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: - (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 diving which we could not have predicted or



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avoided or (c) an event or circumstance which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care (see clause 10) 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 any other supplier agrees to provide for you where the services or facilities are not advertised on our website and we have not agreed to arrange them and any excursion you purchase in resort.

(2). 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.

(3). We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death. Except where loss of and/or damage to personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your diving with Anthias Divers.

(4). Where any claim or part of a claim concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any sea or road carrier your journey may be subject to certain international conventions and the maximum amount of compensation we will have to pay you may be limited. You agree that the transport company's own 'Conditions of Carriage' will apply to you on your journey. When arranging this diving for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the transport company. 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 concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider for the complaint or claim in question.

(7). Higher risk activities - Certain activities (e.g. diving) carry a greater risk of personal injury and death. Such risks are compounded by the fact you may be participating in these activities in remote areas where even limited medical assistance may be some considerable distance and time away. It is your responsibility to ensure you and all members of your party are medically fit to engage in any particular activity. Certain activities (e.g. diving) have particular medical, training or other requirements. It is your responsibility to ensure you are familiar and comply with those requirements. In making a booking you acknowledge and accept the risks inevitably associated, both directly and indirectly, with higher risk activities. 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.

(8). Special trips and facilities - All special trips and facilities referred to by Anthias Divers are in good faith and will, to the best of our belief be available. Where any special trip or facility which forms a significant part of your confirmed arrangements becomes unavailable, cannot be provided or is not to take place for any reason, we will advise you before arrival with Anthias Divers if possible. The provisions of clause 7 will then apply. Unfortunately, we may be unaware of such non-availability prior to arrival or may be unable to inform you prior to arrival. In this event, the rest of the arrangements will be provided as booked and we will refund the direct cost of the event etc. in question (together with the cost of any local transportation where applicable). Our liability in this situation will be limited to such refunds.

### 11. Complaints/claims

If you are unhappy about any aspect of your arrangements, you must inform our staff immediately. You must make every effort to bring problems to the attention of ourselves so that they can be resolved as soon as possible and to mitigate any losses, expenses or costs you incur. Once we 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 28 days of your return to the UK. We regret we cannot accept liability in relation to any complaint which is not notified entirely in accordance with this clause.



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### 12. Data Protection

(1). To ensure that your diving runs smoothly, we need to use information such as your name and address, special needs, requirements etc. We will apply appropriate security measures to protect this data. However, we must pass it to suppliers of your arrangements including transport companies. We may also supply it to security or credit checking companies, and to public authorities such as customs and immigration. If your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strict as in the UK. We will only pass data, including sensitive information regarding disabilities or religious requirements, to people responsible for your diving arrangements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. When you make this booking, you consent to this information being passed to the relevant people. We can supply a copy of your information held by us; there is a small charge for providing this.

(2). We may from time to time contact you with information on offers of goods or services, brochures, new products, forthcoming events or competitions from our holiday divisions and our holiday group companies. Please note that our websites will assume you agree to e-communications when you make a booking. You will be given the opportunity on every e-communication we send you to indicate that you no longer wish to receive our direct marketing material.

(3). You may indicate your preference regarding receiving third party direct marketing material.

(4). If you do not wish to receive such information or would like to change your preference please email: [info@anthiasdivers.net](mailto:info@anthiasdivers.net)

### 13. Pre-Arrival Contact

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

### 14. Insurance

It is a condition of our accepting your booking that you take out adequate travel insurance. We do not accept liability for any losses suffered by yourself or your party as a result of you being uninsured or under-insured. Please read your policy details carefully and take them with you as Anthias Divers may require a copy of the policy.

### 15. Passport, Visa and Health Requirements

It is the party leader's responsibility to ensure that all members of your party have all necessary passports, visas and health certificates for your diving prior to departure. Requirements may change and you must check the up to date position in good time before departure. Egyptian port police require you to take your passport with you every day when boat diving.

### 16. Behavior

We have the right to terminate the arrangements of any person whose behavior, in our opinion or that of the person in authority, does or is likely to cause danger, distress or annoyance to themselves or any of our other clients, employees or any third party or to cause damage to property. In this event, our responsibility for the person concerned (including any continuing/return travel arrangements) will immediately cease and we will not be liable to meet any expenses or costs incurred as a result, make any refund or pay any compensation.