

# Terms & conditions for individual bookings (Non-contracted Agents)



The following Booking Conditions form the basis of your contract with Tornado Marine Fleet. Please read them carefully as they set out our respective rights and obligations. These Booking Conditions only apply to holiday arrangements which you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these Booking Conditions to 'holiday', 'booking', 'contract', 'package', 'tour' or 'arrangements' mean such holiday arrangements. In these Booking Conditions, 'you' and 'your' means all persons named on the booking (including anyone who is added or substituted at a later date). 'We', 'us' and 'our' means Tornado Marine Fleet.

## 1. Making your booking

The party leader must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking and their parent or guardian for all party members who are under 18 when the booking is made. The party leader is responsible for all payments due to us. The party leader must be at least 18 when the booking is made. Once we have received your booking and all appropriate payments, we will, subject to availability, confirm your holiday by issuing a confirmation invoice. This invoice will be sent to the party leader or your travel agent. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 14 days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. The only exception to this requirement to meet costs is where the mistake in question was made by us and there is good reason why you did not tell us about it within these time limits. If you wish to, you may contact us by e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment) providing you do so to [info@tornadomarinefleet.com](mailto:info@tornadomarinefleet.com).

## 2. Your contract

A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader or your travel agent. Changes to these Booking Conditions or the General Information shown in our brochure or on our website will only be valid if agreed by us.

## 3. Payment

In order to confirm your chosen holiday, if you book more than 2 months (60 days) in advance to the departure date you must pay 30% of the invoice amount within 14 days of the invoice date. The remaining 70% must be paid 1 month (30 days) before departure.

The above will not apply if you book less than 2 months (59 days), you will be required to pay the full amount of the invoice, within 5 working days. If the departure date is less than 5 days then the full amount must be paid before departure by an agreed means in writing from us before departure.

If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 7 depending on the date we consider your booking as cancelled.

## 4. Special requests and medical conditions

If you have any special request, you must advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met unless we have specifically confirmed this. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier, or the inclusion of the special request on your confirmation invoice or any other documentation, is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfillment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests. If you or any member of your party has any medical condition or disability which may affect your holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements.

## Terms & conditions for individual bookings (Non-contracted Agents)



In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details. Please also see clause 11.

### 5. The cost of your holiday

We also reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. We reserve the right to increase or decrease the price of unsold holidays at any time. Once the price of your chosen holiday has been confirmed at the time of booking, we will only increase or decrease it in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our costs increase or decrease as a result of transportation costs, or dues, taxes or fees payable for services such as fees at ports increasing or decreasing or our costs increase or decrease as a result of any changes in the exchange rates which have been used to calculate the cost of your holiday. Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday, you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in clause 8 "Changes and Cancellations by us". A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. We promise not to levy a surcharge within 30 days of the start of your holiday. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

### 6. Changes by you

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Please note, some changes requested less than 8 weeks before departure may be treated as a cancellation of your original booking.

### 7. Cancellation by you

Should you or any member of your party need to cancel your chosen holiday once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable.

#### a. Cancellation policy for individual, group and full charters on Red Sea departures:

If a trip is cancelled by the Individual 90 days prior to scheduled departure date, there is no cancellation fee and the deposit will be refunded immediately;

If a trip is cancelled by the Individual less than 90 days but more than 60 days prior to scheduled departure date, the cancellation fee is 30% of total costs. If the deposit exceeds the cancellation fee, the difference will be refunded immediately.

If a trip is cancelled by the individual less than 60 days but more than 30 days before scheduled departure date, the cancellation fee is 50% of the total costs. If the deposit exceeds this cancellation fee, the difference will be refunded immediately.

If a trip is cancelled by the Individual less than 30 days before scheduled departure date, the cancellation fee is 100% of total costs.

#### b. Cancellation policy for 1 or 2 pax bookings for Non TMF Vessel departures:

## Terms & conditions for individual bookings (Non-contracted Agents)



If a trip is cancelled by Agent/Individual 14 days or less prior to departure the cancellation fee is 100% of total costs. In the event of an early disembarkation prior to the scheduled disembarkation there will be no refund. If a trip is cancelled by Agent/Individual 15 to 28 days prior to departure the cancellation fee will be charged at the cost of 3 days per pax cancelled. If the sea plane transfers are amended or cancelled 3 days or less prior to departure the cancellation fee is 100%.

### **c. Cancellation policy for 3 pax or larger bookings for Non TMF vessel departures:**

If a trip is cancelled by Agent/Individual 90 days prior to scheduled departure date, there is no cancellation fee and the deposit will be refunded immediately. If a trip is cancelled by Agent/Individual less than 90 days but more than 60 days prior to departure the cancellation fee is 25% of total costs. If a trip is cancelled by Agent/Individual less than 60 days but more than 30 days prior to departure the cancellation fee is 50% of total costs. If a trip is cancelled by Agent/Individual less than 30 days prior to departure the cancellation fee will be 100% of total costs. If a sea plane transfer is amended or cancelled 5 days or less prior to departure the cancellation fee is 100% of cost.

Amendment charges are not refundable in the event of the person(s) to whom they apply cancelling.

Cancellation charges are per person canceling. Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly. If any member of your party is prevented from traveling, that person may transfer their place, to someone else (introduced by you) providing we are notified not less than two weeks before departure and provided the transferee meets all the requirements of these booking conditions for the holiday concerned.

## **8. Insurance**

We consider adequate travel/diver insurance to be essential. You must give us details in writing of your policy (insurer's name, policy number and emergency contact number). Alternatively we can arrange diver insurance through Indepths/Dive Master Insurance. Any insurance you purchase must offer cover at least as comprehensive as the one offered by the company. You must ensure that your policy has an endorsement adequate for the type of scuba diving you are undertaking as part of your holiday. All insurance premiums must be paid as soon as possible as cover will not be effective until we receive all applicable premiums in full. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check alternative insurance policies. You are responsible for indemnifying us in full in the event that we incur any losses or expenses arising out of your failure to take out adequate insurance cover.

## **9. Changes and cancellation by us**

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in information sheets, website and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking 8 weeks or less before departure where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where we are forced to do so as a result of "force majeure" as defined in clause 10 below or where the minimum number of persons required to operate your holiday (if applicable) has not been reached. In this case we will notify you by the deadline specified in the description of the holiday in question. We will not cancel after this date for any other reason. Most changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know, we can reasonably expect to have a major affect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of liveaboard boat accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the

## Terms & conditions for individual bookings (Non-contracted Agents)



following options:- (A) (for significant changes). Accepting the changed arrangements. (B). Purchasing an alternative holiday from us, of a similar standard to that originally booked if available. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper. (C). Cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us. Please note, the above options are not available where any change made is a minor one. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted, where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care, or where we have to cancel because the minimum number of persons required to operate your holiday has not been reached. In this case we will notify you by the deadline specified in the description of the holiday in question.

No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or if the change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a dive tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday. Very rarely, we may be forced by "force majeure" (see clause 10) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds, pay you any compensation or meet any costs or expenses you incur as a result. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a flight delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations.

### 10. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 11(1) below) as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

### 11. Our Responsibility

- a. We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or 'force majeure' as defined in clause 10 above.
- b. Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities have not agreed to arrange them and any excursion you purchase in resort. 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.

Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to

## Terms & conditions for individual bookings (Non-contracted Agents)



our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

### 12. Your Responsibility

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions. We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

### 13. Diving requirements

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

The current Egyptian governing body, The Chamber of Diving and Watersports, have regulations concerning diving and watersports in Egypt, which must be adhered to. Please see their website: [www.cdws.travel](http://www.cdws.travel) under scuba diving rules and regulations.

### 14. Excursions, activities and other information

The information contained in our correspondence and on our website is correct to the best of our knowledge at the time of being sent or published on our website. We may provide you with information about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 11 of our booking conditions will not apply to them. We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the resorts/area you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place, as these services are not under our control.

## **Terms & conditions for individual bookings (Non-contracted Agents)**



### **15. Passports, visas and health requirements**

We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. You must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

### **16. Website Accuracy**

Please note, the information shown on our website may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the website and prices at the time of the correspondence, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

### **17. Delay**

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. We cannot accept liability for any delay which is due to any of the reasons set out in clause 11 (1) of these booking conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time).