



YOUR TRAVEL CONSULTANT:

YOUR BOOKING NUMBER:

### BOOKING FORM

Each travelling passenger must complete and sign this form. Please ensure that the booking conditions overleaf are read. By paying us your deposit, we understand that you have read and accepted our Terms and Conditions.

**PASSENGER INFORMATION:**

**Note:** Passports must have a minimum of 6 months validity from your return date of travel and at least 2 blank pages. Please note that your surname and first given and middle names must be the same as per the passport you will be travelling on.

===== PLEASE PRINT CLEARLY IN CAPITAL LETTERS =====

TITLE	SURNAME (as printed in Passport)	GIVEN NAME + MIDDLE NAME (as per passport)	DIVER / Yes / No	DATE OF BIRTH	PASSPORT (Country)	PASSPORT NUMBER	EXPIRY DATE

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

POSTCODE: \_\_\_\_\_ PHONE (H) \_\_\_\_\_ PHONE (W) \_\_\_\_\_ PHONE (M) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

EMERGENCY CONTACT DETAILS: \_\_\_\_\_ NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

HOLIDAY INFORMATION: DESTINATION: \_\_\_\_\_ DEPARTURE DATE: \_\_\_\_\_ DEP. POINT: \_\_\_\_\_

ACCOMMODATION: SINGLE ROOM  TWIN (2 BEDS) ROOM  DOUBLE (1 BED) ROOM  TRIPLE ROOM  SHARE BASIS DORM ROOM

SPECIAL MEAL REQUIREMENTS (if applicable): \_\_\_\_\_

TRAVEL INSURANCE: Dive Adventures strongly recommends that travel insurance be taken out and paid for at the time of booking

Do you require Dive Adventures to provide a Travel Insurance quote for this trip? YES  NO

DEPOSIT / PAYMENT DETAILS: CREDIT CARD  DIRECT DEPOSIT

CREDIT CARD: Note: Credit card payments attract a surcharge - Visa and MasterCard 1.3% Amex 2.0%

VISA  MASTERCARD  AMERICAN EXPRESS

CARD NO: \_\_\_\_\_ EXPIRY DATE: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

ID/CCV No. \_\_\_\_\_ Cardholder \_\_\_\_\_ Signature \_\_\_\_\_

*IDD/CCV No. the 3 digit number is found on the back of your Credit Card in the signature panel. In the case of Amex, the 4 digit number is on the front.*

DIRECT DEPOSIT: WESTPAC BANK BSB: 032 003 Acct No: 188 500 Acct Name: DIVE ADVENTURES

AMOUNT: \_\_\_\_\_ Note: Please ensure Booking Number and surname are used as a reference

- CONDITIONS OF BOOKING:**
1. I understand and accept the booking conditions on the back of this form which is the basis of this contract and agree to be bound thereby.
  2. The booking can not be secured until a Booking Form and the required deposit has been received.
  3. I am aware that a valid passport, visa/s and health document/s are required and that the obtaining of these documents is my responsibility.
  4. If the Booking Form is submitted by the travel agent, he or she warrants that authority from the traveller has been obtained to do so.
  5. It is the traveller's responsibility to maintain contact with their travel agent to check whether any variations to itinerary, price or other aspects have occurred. The travel agent is the agent for the traveller.
  6. At the airlines request, we provide your phone and email contact to the airline.

SIGNATURE ..... DATE: .....



## BOOKING CONDITIONS

PLEASE READ THE FOLLOWING BEFORE  
PROCEEDING WITH YOUR BOOKING

### **In these terms and conditions:**

“the client” or “you/your” refers to the lead-named person or booking agent on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking is made. “we/us/our/Dive Adventures” refers to Dive Adventures - BALLAO HOLDINGS PTY. LTD. A.B.N. 65 003 137 586 T/A DIVE ADVENTURES (INCORPORATED IN NSW).

### **Role of Dive Adventures**

Dive Adventures acts as an agent selling travel products (such as airfares, accommodation, tours and activities) on behalf of suppliers. Dive Adventures' role is to arrange and coordinate the services and products offered by our suppliers on your behalf. Dive Adventures as an agent may receive fees, commissions, gifts or financial incentives from third parties under this contract.

## BOOKING TERMS AND CONDITIONS

### **BOOKING PROCEDURE**

The booking contract between you and us is confirmed by paying the deposit stated on your travel proposal and when we receive a completed booking form from you and when we accept your booking in writing.

### **PASSENGER INFORMATION**

Please note that your surname and first given and middle names must be the same as per the passport you will be travelling on.

You must check all of your booking documents and invoices thoroughly and advise us as soon as possible if there is any discrepancy. If booking details submitted are incorrect, we will try our best to correct any details without cost to you. However airlines and other operators used may have amendment / cancellation fees that we will have to pass on.

### **DEPOSIT PAYMENT**

We cannot guarantee the availability of any services until all deposit amounts and your Booking Form have been received. Once your deposit is received, if we are unable to confirm availability of any services in your itinerary, we will contact you to discuss alternative options. If alternative travel arrangements cannot be agreed, then we will refund the deposit paid by you prior to a booking being confirmed.

The acceptance by us of payment of a deposit alone does not represent an acceptance of booking. A booking will be deemed to have been accepted once we have confirmed your booking in writing at which time your deposit becomes non-refundable. The deposit amount is dependent upon the trip and services booked and will be advised prior booking and stated on your invoice.

### **PAYMENTS BY CREDIT CARD**

Credit card surcharges of 1.3% for Visa and MasterCard and 2.0% for American Express apply when paying by credit card. You authorise us to charge all fees incurred by you in relation to the services provided to the credit card designated by you.

### **PAYMENTS BY DIRECT DEPOSIT**

Please ensure that your Booking Number and Surname are included in the deposit transaction details. Account details will be stated on your travel proposal / invoice. Please call the office or email your consultant to advise your payment details to ensure your payment is correctly allocated to your booking Eg : S12345 + SURNAME

### **PAYMENT DUE DATES & FAILURE TO PAY**

The payment due dates required by you will be detailed on your travel proposal. These can include but aren't limited to:

The last date for payment by you to us of the balance of the cost of your booking (final quotation price) will be visible as the Final Payment Date on your invoice.

We will notify you in writing of the last date for payment for any payment installations required after we have confirmed acceptance of your booking.

If your final payment is not received by the last date for payment, we reserve the right to treat your booking as cancelled. If your booking is cancelled in this manner, you agree that you will not be entitled to any refund whatsoever, including any deposit/s paid by you.

### **TRAVEL INSURANCE**

It is highly recommended that you take out appropriate travel insurance cover, please note that many dive operators insist on you having appropriate insurance coverage. Without this some operators will not allow you to undertake underwater activities. We suggest that travel insurance is taken at the time a deposit is paid as this may prevent loss of deposit for covered cancellation circumstances beyond your control.

Travel insurance cover should be taken out not only against normal travel risks (including supplier insolvency risks), but also against additional risks appropriate to the activities and destination country/ies in your travel arrangements.

Note that we do not accept any responsibility for the cover provided by your travel insurance.

### **PACKAGE PRICES**

Packages are inclusive of service fees. In most cases, Dive Adventures provides a package deal. It is not possible for the cost of airfares, hotels, transfers, tours, etc as part of a package deal to be broken down.

### **CHANGES IN PRICES**

In this time of escalating prices and economic instability it is impossible to foreshadow accurately fluctuations in exchange rates or increases in the cost of fuel, accommodation and services in general. Dive Adventures reserves the right to adjust our prices as may be necessary at any time.

## **GROUP DEPARTURES**

Are based on a minimum number of participants travelling together. The package price may increase if numbers are not reached.

## **TRAVEL DOCUMENTS**

Once your entire travel services are confirmed, your finalised itinerary, and any necessary electronic tickets and available vouchers will be sent to you by email. If you require a printed copy of your travel documents, please inform your travel consultant at the point of booking. A documentation service fee will apply. Documents are aimed to be sent out as early as possible. However due to supplier processes, these may be sent up to two weeks prior to departure.

You are responsible for checking the accuracy of all documents provided to you. Amendments to travel documents may be subject to supplier conditions and/or restrictions and can incur a change or cancellation fee. Travel documents are non-transferable.

## **BOOKING AMENDMENT REQUESTS**

Any changes requested by you after booking acceptance by us may change the final package price. A fee of \$50.00 per amendment will be charged to cover administrative costs, in addition to any charges levied by our suppliers.

An amendment constitutes a change to an existing booking and not transfer to another tour / supplier, wherein cancellation fees may apply.

## **CANCELLATION REQUESTS**

Should you wish to cancel your booking, all cancellations need to be advised in writing / via email to us (The arrival date of the e-mail will be the day of cancellation) and the following conditions will apply:

Bookings cancelled at any time after confirmation are subject to the forfeit of deposit/s and may also forfeit deposits paid to third parties.

If cancellations occur after the final payment date: cancellation fees of up to 100% of the total booking cost apply. Cancellation costs are subject to the terms and conditions of our suppliers. Dive Adventures reserves the right to charge a cancellation fee for services rendered and loss of commission as a result of cancellation.

## **CHANGES & CANCELLATIONS BY OUR SUPPLIERS**

On occasion, due to reasons beyond our control, our suppliers may decide to reschedule or cancel a service that you have purchased as part of your travel arrangements. Dive Adventures reserves the right to change or cancel your booking due to above said operating requirements or circumstances beyond our control. Should we need to do this we will give you as much notice as we can and where available offer you comparable alternative arrangements.

If you accept the replacement services, then your booking cost will be adjusted. Flight and tour / cruise refunds depend on the particular rules of the airfare purchased and / or operator terms and conditions.

In the event of cancellation where an alternative has been offered by the supplier and/or services are no longer required due to travel re-arrangement, these costs may be charged in addition to the above terms.

We do not accept any responsibility for any loss suffered

by you, either directly or indirectly, as a result of an insolvency event by any travel supplier. You will be responsible for all rebooking costs associated with such an event. If such an event occurs and you cancel your booking, then the cancellation policy applies.

## **CHANGE OF ITINERARY**

While we will endeavour to adhere to all itineraries as advertised or quoted, reasonable changes in your itinerary may be made by us or any supplier where it is deemed necessary or advisable.

If a major change in your itinerary is due to a force majeure, or unforeseen circumstances, no compensation is payable by us to you. We will endeavour to ensure that any changes made to alter your itinerary will be made with your best interests in mind. Itineraries are prepared as per current schedules.

If flight schedule changes occur it may be necessary to alter the itineraries. Climatic conditions such as cyclones, storms and snow may also necessitate sudden changes. Air routings are subject to availability. Routings are not guaranteed and are subject to change at any time. We are not liable for expenses you incur if you miss your flight or flight connection.

In the event of an unforeseeable change of itinerary, if the services of the original ticketed airline are not used, cancellation fees of up to 100% may apply as per the conditions of the fare and additional airfares will be required to be purchased if other carriers are used.

## **ACCOMMODATION**

Due to overbooking and other situations that may occur through no fault of Dive Adventures, similar standard accommodation will be provided - if unable to do so a refund of the difference will be made.

## **UNUSED SERVICES**

Due to weather, transport delays, strikes and other causes beyond the control of Dive Adventures, our overseas representatives and airlines, there is a possibility of contracted services not being extended. Dive Adventures will make every endeavour to secure refunds for the same, but will not be held responsible for refunds not forthcoming.

## **REFUNDS**

Any refunds due will be made available to you after we receive the monies from the airline / supplier involved.

## **PASSPORT, VISA AND HEALTH REQUIREMENTS**

You must carry a valid passport and have obtained all appropriate visas, permits, vaccinations and certificates for the country/ies in which you will visit during your tour. It is your responsibility to ensure that you are in possession of the correct visas, permits, vaccinations and certificates for your tour.

We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

Your passport must be in good condition with sufficient blank pages and be valid for a minimum of 6 months beyond the duration of the tour.

You can visit <http://smartraveller.gov.au/> or your similar local country information site for more information.

## ACCEPTANCE OF RISK

You accept that all travel has risks involved and that you travel to a destination at your own risk. You must perform your own due diligence in respect to making your own choices regarding destinations, including reviewing all travel advisories.

You accept that all suppliers will have their own risk assessment and personal liability forms will be provided in advance or in resort. These will need to be completed prior to engagement in any activities.

## UNDERWATER ACTIVITIES

Dive Adventures its servants, agents and employees do not assume any responsibility or liability for the safety of any participating individual in any activity offered by way of tour itinerary including but not by way of limitation, activities of scuba diving and snorkelling. Clients on all diving tours must be aware that the on-site dive operator has sole responsibility for diving activities and has the right to refuse diving to any individual without recompense for reasons of health including instability or suspect or real intoxication or the results thereof, or for any suspect or real inability or incompetence.

## DIVERS AND SNORKELLERS

Should take all equipment consistent with their activity with the exception of air tank and weights. Gear for hire other than air tank and weights is not available at all destinations, hire requests must be submitted prior to travel. Scuba divers should be qualified to recognised minimum "Open Water" standard or appropriate level relevant to their trip/destination and be medically fit to participate in scuba diving activities. Proof of such may be requested by on-site dive operators. Qualifications should be carried. If in doubt as to qualifications or ability, discuss with staff at Dive Adventures.

## NOT INCLUDED IN HOLIDAY PRICES

Costs of passports and visas; meals other than those specified in the itinerary; excess baggage charges; personal items such as phone calls, laundry, drinks, airport taxes etc;

## WEBSITE, PHOTOS AND INFORMATION

Any photos and descriptions provided by Dive Adventures should be considered as an example only and may differ from the actual product you have purchased. While we make every effort to ensure the website accuracy at the time of compilation, however we will not accept responsibility for any errors, either those arising from inaccuracy or errors, changes since publishing, or otherwise, and you agree not to hold us responsible for such matters.

## LIMITATIONS OF OUR LIABILITY

We always do our best to make sure your holiday arrangements are satisfactory and we accept liability for, but only to the extent of, any loss or damage sustained by

you as the result of negligence of that of our employees or agents.

We cannot accept any liability of whatever nature for the acts, omissions, or default, whether negligent or otherwise, of those airlines, coach or boat operators, shipping companies, hoteliers or other persons providing services in connection with your holiday pursuant to a contract between themselves and yourself (which may be evidenced in writing by the issue of a ticket, voucher, coupon or the like) and over whom we have no direct and exclusive control.

We do not accept liability in contract or in tort (actionable wrong) for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which are beyond our control, or which are not preventable by reasonable diligence on our part including but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government or of any other authorities, accidents to or failure of machinery or equipment or industrial action.

## PRIVACY

We will not use or disclose any Personal Information for a purpose other than discharging its obligations under this agreement.

You also agree that, if necessary, we may pass your contact details to any third party connected with the operation of the trip which you have booked. You accept that international airlines are required by applicable laws to give border control agencies access to passenger data.

## COMPLAINTS

As Dive Adventures acts as an agent we cannot guarantee the performances of our suppliers. Where possible, any complaints about the services provided by our suppliers should be handled directly with the supplier while on tour. However if this is not possible, or you don't deem it suitable, a complaint will need to be submitted to us in writing (email) and it will be investigated as soon as possible. All complaints aim to be processed within 21 working days.

## MEMBERSHIP AFFILIATION

Dive Adventures is an accredited IATA (International Air Transport Association) Agency number 0234 1824

## CONTRACT VARIATIONS

This contract can only be varied or amended in writing.

## APPLICABLE LAW

The laws of NSW, Australia govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of NSW, Australia.



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