

YOUR PACKAGE HOLIDAY BOOKING IS WITH BSAC International Ltd, Company No: 02084663.

## 1. Our details

British Sub-Aqua Club, Telford's Quay South Pier Road, Ellesmere Port, Cheshire CH65 4FL

E-mail: [info@bsac.com](mailto:info@bsac.com).

Phone +44 (0) 151 350 6200

Emergency contact in Egypt: Mr Yasser Ragab tel: +20 101 0122548 email: [yasser@bsac-egypt.com](mailto:yasser@bsac-egypt.com)

Emergency contact in UK: Sophie Heptonstall tel: 0151 350 6207

Routine enquiries: tel: 0151 350 6208 email: [liveboard@bsac.com](mailto:liveboard@bsac.com)

## 2. Your holiday booking

We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. Please see clauses 5 and 6 in relation to your health and any disabilities. A booking will exist as soon as we issue our confirmation invoice. This booking is made on the terms of these booking conditions. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions.

When making your booking for your package holiday we will arrange for you to enter into contracts with the principal(s) or other supplier(s) (e.g. tour operator/airline/cruise company/accommodation company) that are providing your travel services, named on your confirmation(s), for whom we act as agent. We are the package organiser, with responsibilities to you as set out in these Booking Conditions.

## 3. Accuracy of Advertising Material

We endeavour to ensure that all the information, availability, prices, representative availability and surcharges (including equipment hire) on our advertising materials are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

Where there is a conflict between this agreement and other BSAC advertising materials, this agreement shall take precedence.

## 4. Travel, Diving and Medical Insurance

The booking does not include travel, diving or medical insurance. You are strongly advised to take out your own travel, diving and medical insurance to cover any travel, diving or medical expenses you may incur.

## 5. Paying for Your Holiday

When you make your booking you must pay a deposit of £200 per person. The balance of the price of your travel arrangements must be paid no later than 40 days before your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. For clarity bookings made within 40 days of the trip departure date must be paid in full.

## 6. Health Requirements

The provision of activities during your holiday is dependent on you being medically fit to participate in the activities. You are strongly advised to undergo a full medical examination before your holiday. If you are 28 weeks pregnant (or more) on the date of departure, you must provide us with a medical certificate demonstrating your fitness to travel and ability to participate in the activities on your booking.

We reserve the right to prevent your participation in any activities if you are deemed medically unfit to do so or in our sole discretion, you are not fit to participate in the activities.

If, as part of your holiday, you will be SCUBA diving, you are required to complete a medical questionnaire upon arrival at the resort. If we are unsure as to your fitness to SCUBA dive, you may be required to undergo a medical examination locally.

If you hold a diving medical certificate, a copy of the certificate should be taken on your holiday.

## 7. Disabilities & Medical Problems

We are not a holiday company specialising in trips for less able-bodied customers, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to

properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## 8. Advance Passenger Information

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

## 9. If You Cancel Your Holiday

Where a customer cancels more than 40 days before the trip start date, a termination charge equal to the deposit is due.

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows (see also the exception below):

Period before departure Cancellation charge:

In which you notify us:

- Less than 120 days: Deposit withheld
- Less than 40 days: 100% of holiday cost is forfeit

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth Office. You will be offered a full refund or alternative date if the Foreign Office makes HURGHADA RED, ie no travel.

## 10. If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of £50, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing as soon as possible and no later than 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

## 11. If we cancel your booking

We reserve the right to cancel your booking. We will not cancel less than 2 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance, or because the minimum number required for the package to go ahead hasn't been reached. Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

We strongly advise you take adequate insurance to cover any travel arrangements relating to this trip not within this booking (for example flights and accommodation).

If your holiday is cancelled you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

## 12. If we change your booking

### 1. Changes to the price:

We can change your holiday price after you've booked, only in certain circumstances: Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange

rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel, you must do so within the time period shown on your final invoice.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

## 2. Changes other than the price:

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

- We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.
- If you choose to accept a refund we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

## 3. Accuracy of Advertising Material:

We endeavour to ensure that the information regarding marine life and water and air temperatures are accurate, however, we are unable to guarantee sightings of marine life or water temperatures during any booking.

We do not guarantee the provision of Nitrox during diving activities booked by us.

### 13. Our Liability to You

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

1. The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and
2. Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from BSAC's contact details at clause 1. Under passenger rights law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding or delay to flights. Full details will be publicised at relevant airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

Note: this entire clause 13 does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

## 14. Protecting your money

We provide financial protection for our package holidays by way of an insurance policy with DRP Insurance Heritage House, Murton Way, Osbaldwick, York YO19 5UW Tel: 01904 221920 email: [info.york@drpinsurance.com](mailto:info.york@drpinsurance.com).

## 15. Your General Behaviour

Our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager, flight attendants, skippers, or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, abuse, threats, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination.

### 1. Equipment/Property

You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. We reserve the right to take a deposit at the time of issuing any equipment to you. If you fail to make payment, you will be responsible for meeting any claims (including legal

costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

## 2. Activities

Some of the activities offered by us can be considered dangerous. It is extremely important that you listen to the advice and guidance given by our staff or local representative(s). You should not participate in any activities whilst under the influence of alcohol or any drugs. We shall have no liability to you if you participate in activities against our advice or guidance or if you are under the influence.

## 3. Alcohol & Religious Artefacts

It is illegal to bring alcohol and religious artefacts into certain countries. It is your responsibility to check these rules and abide by the laws of the country you are travelling to.

## 16. Complaints

If you have a complaint about any of the services included in your holiday, you must inform our resort representative Mr Yasser Ragab Tel: +20 101 0122548 email: [yasser@bsac-egypt.com](mailto:yasser@bsac-egypt.com) without undue delay who will endeavour to put things right.

If it is not resolved locally, please follow this up as soon as possible after your return home, ideally within 28 days by writing to our Customer Services Department at [info@bsac.com](mailto:info@bsac.com) +44 151 356 6200 giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint in resort we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking.

## 17. Additional assistance

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

## 18. Passport, Visa and Immigration Requirements



Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Normally we will supply a visa on arrival unless notified otherwise.

## 19. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us.

## 20. Law and jurisdiction

This booking is governed by English Law, and the jurisdiction of the English Courts.

### Document change record

Date published	Document version number	Page(s) affected	Description of changes	Author
28 August 2024	v1.0			Mark Paisey
28 November 2024	V2.0	2	Updated deposit required to £200	Sophie Heptonstall
28 November 2024	V2.1	All	Page numbers, clause ref, 9. Less 120 days deposit refund, 11. Added insurance ref.12. removed multiple []	Sophie Heptonstall