Booking Terms & Conditions

Your tour package is with Diamond Adventures Limited.

1. Our Company Details

1.1 These conditions apply whether a contract has been made verbally or in writing.

1.2 Your contract is with Diamond Adventures Limited ('we', 'us', 'our'), trading as Diamond Adventures. Company Number: 14569843

1.3 Our contact details are as follows:

- ***(a)*** Address: Diamond Adventures, Building 41, Newport Road, Cowes, Isle of Wight, PO31 8BX.
- ***(b)*** Website: www.diamond-adventures.co.uk
- ***(c)*** Email: info@diamond-adventures.co.uk
- (***d)*** Phone: 01983 666504

2. Your contract with us

2.1 The following booking conditions and any/all information we send to you in regard to your booking, form the basis of your contract with us (Your 'Contract')

2.2 Within these Booking Conditions, the terms 'you' and 'your' means the lead representative of the organisation making the booking.

2.3 Anyone that takes over your role as the organsier from your school/ group/ organisation; will then be liable to follow these Booking Conditions.

2.4 The primary representative will oversee the management and communication related to the booking, and affirms their authorisation to arrange the booking (including any modifications and/or cancellations) on behalf of the school/group or organisation. The lead representative shall be liable for:

- ***(a)*** the full payment of any deposits and balances;
- ***(b)*** the payment of any amendment fees or cancellation charges;
- ***(c)*** confirming all group member details to us;
- ***(d)*** passing on to all persons in the booking of any and all information issued by us including, without limitation, our Booking Confirmation and these Booking Conditions; and
- ***(e)*** the conduct of all persons in the booking. See clauses 8 (Our Liability), 20 (Behaviour) and 21 (Supervision).

2.5 In making a booking with us, you are regarded as having read, understood and agreed to these Booking Conditions.

3. Your Booking

3.1 When you make your booking, you must pay the non-refundable deposits (and final balance payments) for each paying member of the party, as set out below:

Unless stated otherwise, below is the standard payment terms	
Non-refundable deposit (10%)	Payable upon booking confirmation
Final payment (90%)	payable 16 weeks before departure date

3.2 Your booking is confirmed and a Contract between us exists when we issue a Booking Confirmation to you. Your Booking Confirmation will state when your initial deposit and final balance is due.

3.3 Please check your Confirmation carefully and advise us immediately of any incorrect or incomplete information.

3.4 If you make a booking with us within 16 weeks of departure, the full balance will be payable at the time of making your booking.
3.5 If the deposit, or final balance payments are not paid on time, we reserve the right to cancel your travel arrangements and retain the Deposits.
3.6 If the deposit, or final balance payments are not paid on time, we reserve the right to amend any aspect of your package due to changes in supplier availability.
3.7 Payments can be made by cheque (made payable to Diamond Adventures Limited) or BACS Transfer. Account details are available on invoices.

4. If You Cancel Your Booking

4.1 You may cancel your booking at any time by advising us in writing. The effective date of any cancellation shall be the date that written notification is received by us; this can be via post or email to info@diamond-adventures.co.uk
4.2 Cancellation costs may occur to cover our costs. In some cases, at the discretion of a senior manager, credit may be transferred to a later booking although this may not be possible.
4.3 Cancellation costs are as followed:

Cancellation notice	Charges incurred
More than 180 days	10% deposit only
179-70 days	50% of tour cost
69-29 days	80% of tour cost
Less than 28 days	100% of tour cost
Note – If you have a valid travel insurance policy, and your reason for cancellation is listed on the policy; you may be able to reclaim these charges. Diamond Adventures will issue you with a cancellation & charges confirmation if necessary.	

4.4 If any cancellation of individual spaces brings the number in your group below the minimum number required to qualify for a particular price, then the total price payable for the booking will be adjusted accordingly based on the lower number of group members (which will result in an increase per paying passenger).

5. If You Change Your Booking

5.1 If, after our Booking Confirmation has been issued, you wish to change your booking 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.
5.2 Any request for changes to be made must be in writing by the lead representative and the effective date of any change shall be the date that written notification is received by us. You will be asked to pay an administration charge of £25 for making the change, in addition to any further costs and/or charges we incur in making the change. 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
5.3 If any changes bring your total tour cost down; we will endeavour to pass on these discounts back to you.

6. If We Cancel Your Booking

6.1 We reserve the right to cancel your booking, however, we will not cancel less than 10 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.

6.2 Unavoidable and extraordinary circumstances mean a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. The minimum number required will be provided to you with the booking confirmation, along with the time limit for us to tell you if the package has to be cancelled.

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

6.4 Deposits are non-refundable, if we cancel your booking, we commit to returning all monies paid unless we cancel due to you not adhering to these conditions such as meeting the minimum numbers or paying the final balance.

7. If We Change Your Booking

7.1 We can change the price of your trip after you have booked, where there are changes to: (i) the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources; (ii) the level of taxes or fees imposed by third parties including tourist taxes or embarkation or disembarkation fees at ports; or (iii) exchange rates relevant to your booking. However, there will be no change within 20 days of your departure.

7.2 We will absorb, and you will not be charged for, any increase up to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. Likewise, we will not provide you with a refund if there is a decrease to your package price of 2% or less.

7.3 In the event of an increase, you will be charged for the amount over and above 2%. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of

(i) accepting the price difference and paying the additional amount due; or

(ii) accepting a change to another booking if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or

(iii) cancelling and receiving a full refund of all monies paid, except for any amendment charges and non-refundable deposits.

Should you decide to cancel you must do so within the time period shown on your final invoice, to avoid cancellation charges.

7.4 Should the price of your trip go down by more than 2% 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.

7.5 Occasionally we have to make changes to your booking and it is a term of your booking that we are able to make changes to any aspect of your booking at any time. Most changes will be minor and will be advised at the earliest possible date. Minor/insignificant changes include alteration of your outward/return coach travel, ferry crossings and train travel by less than 12 hours, changes to coach type,

change of accommodation to another of the same or higher standard and changes of providers.

8. Behaviour

8.1 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 consider your booking as being cancelled by you. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further liability or responsibility toward such person(s) nor shall we be liable for any refunds, damage, loss, expense or other cost incurred as a result including, without limitation, any return travel arrangements.

8.2 If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation concerned for the cost of the damage before the end of your stay (if the cost has been established by then) or as soon as it has been established (if later). You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation or any third party as a result.

9. Supervision

9.1 The lead name and the other adults accompanying the group shall, at all times:

(i) act 'in loco parentis' for their group and, in particular, in regard to any minors in the group;

(ii) ensure that the group are adequately supervised;

(iii) ensure that the group takes into account their personal safety whilst in destination so as not to put themselves or others at unnecessary risk including, without limitation, ensuring that the group members:

a. take care when out during the hours of darkness;

b. do not go out alone;

c. do not put themselves in risk situations;

d. are not intoxicated or under the influence of any other substances and, in any event, shall not permit anyone under the age of 18 to consume alcohol;

e. are aware of their behaviour and actions in the context of their surroundings;

(iv) ensure that no members of the group smoke in any smoke-free places or behave in any other way which may cause a fire hazard;

(v) ensure that the group wears lap belts provided for any journeys by coach;

(vi) ensure that the group or any members of the group do not break any laws.

10. Variation

10.1 These Booking Conditions may be varied by us at any time and at our sole discretion. Any new Booking Conditions will be published on our website and will have immediate effect.

11. Law & Jurisdiction

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

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