

Conditions of travel

Article 1: TRAVEL AGREEMENT

1. If there is availability the organiser sends a registration form to be filled in with the particulars of the client (or clients) and the traveller for each application for a booking on the Panda.
2. The client is severally liable for his own and the traveller's compliance with all the obligations deriving from the registration and the travel agreement.

Article 2: INSURANCE

The client is advised in his own interests to take out travel and cancellation insurance with an insurance company or broker.

Article 3: DOCUMENTS

1. The traveller must be in possession of the requisite documents on arrival and during the trip.
2. If the traveller is unable to take the trip, or part of the trip, through lack of a document this will be the traveller's own responsibility and that of the client with all the attendant repercussions.

Article 4: CHANGES BY THE CLIENT

1. The client may request changes to the agreement up to a fortnight before the day of arrival. The changes will accordingly be made on condition that the client then pays the new cost of the trip.
2. If the request is refused reasons will be given.
3. In general changes will no longer be possible as of seven days before arrival.
4. If a request is insisted on, despite being refused, this will be treated as a cancellation of the travel agreement and the cancellation clauses will be applicable.

Article 5: CANCELLATION BY THE CLIENT

If the client cancels an application for a trip the following amounts will be owed in addition to the invoiced reservation charges:

1. 50% of the total cost of the trip for cancellation up to 48 days before the day of departure.
2. the full cost of the trip for cancellation fewer than 48 days before the day of departure.

Article 6: CANCELLATION AND CHANGE BY THE ORGANISER

1. The organiser is only entitled to cancel or make significant changes to the trip if there are serious circumstances.
2. Serious circumstances are defined as situations that may influence the quality of the implementation of the trip such as, bad weather, fog and or matters that could jeopardise sailing or diving.
3. The organiser who cancels or changes the trip in this sense must immediately inform the client stating the reasons.

Article 7: CANCELLATION BY THE ORGANISER

Cancellation prior to the start of the trip.

1. Notification of cancellation dissolves the agreement. At the same time as this notification however the organiser will endeavour to offer an optimally equivalent alternative trip for the same total cost.
2. If the aforementioned serious circumstances occur during the trip, the organiser is entitled to cancel the rest of the trip. He is then obliged to keep the detrimental consequences for the traveller to a minimum. If the organiser saves on costs included in the total cost as a result of this cancellation, the client is entitled to his share of the amount saved.

Article 8: CHANGE OF TRAVEL PLAN BY ORGANISER

1. If it is impossible to complete a planned trip in accordance with the travel plan as a result of external causes, the organiser reserves the right to introduce necessary changes in the travel plan.
2. These changes must be brought about in consultation with the client, taking into account the client's wishes as much as possible.

Article 9: LIABILITY OF THE ORGANISER

1. If the trip is not carried out in accordance with expectations the organiser is liable for the loss arising, bearing in mind the provisions of the paragraphs below. Expectation is defined here as that which the client or the traveller may have assumed from the folder published by the organiser and from views prevailing in the Netherlands.
2. The organiser is not liable for the loss referred to in paragraph 1 if he cannot be blamed for it.
3. The liability for loss which is normally covered by travel and cancellation insurance is excluded, as is loss that the client or the traveller may suffer with reference to the practice of a profession or the running of a business.
4. The organiser is not liable for loss of or damage to the property of the traveller.
5. The traveller's use of diving and/or other facilities offered by the organiser is at the traveller's own risk. The organiser can never be held liable for any calamities arising from that use.
6. Any required insurance must be arranged by the client himself.
7. If diving and/or other facilities offered by or leased from the organiser are lost or damaged this will be charged to the client.

Article 10: OBLIGATIONS AND LIABILITY OF THE TRAVELLER

1. The traveller is obliged to comply with all the instructions of the organiser to ensure the proper implementation of the trip and is liable for loss caused by prohibited acts to be judged by the criterion of the conduct of a properly behaved traveller.
2. The traveller who causes trouble or a nuisance, or could do so, to such an extent that this seriously jeopardises, or could seriously jeopardise, the proper implementation of the trip can be excluded by the organiser from taking (any further) part in the trip. All costs arising are for the client's account. Refund of the total cost of the trip or part of it can be granted if the traveller in question bears no blame for his exclusion.

Article 11: INTEREST AND COLLECTION COSTS

The client that fails to meet the monetary obligations vis-à-vis the organiser in good time is due to pay an interest of 10% on the principal for each month of delayed payment or part thereof. He is also obliged to refund extrajudicial collection costs.

Article 12: COMPLAINTS

Any complaints about the implementation of the travel agreement should be submitted in as far as possible at the place of destination or where the reason for the complaint arose. If it is impossible to submit a complaint immediately, or if no satisfactory solution is found, the complaint must be submitted in writing and with reasons to the organiser within a month of the termination of the trip at latest.

Article 13: HOUSE RULES

1. The staff see to the meals but it is the idea that travellers themselves clear away and do the dishes.
2. Drinking one's own alcoholic or other beverages on board is not permitted.
3. A charge of € 2.50 per person per day is added to the bar account for unlimited coffee and tea.

Article 14: OOSTERSCHELDE

The supplement for the Oosterschelde will only be charged when it has been decided with the client to sail on the Oosterschelde, only up to wind force 5. Unfortunately the diving bell cannot be used in the Oosterschelde. For the diver a minimum of 30 logged dives in Zeeland applies.