

General Conditions

We would like to take this opportunity to thank you for choosing an Abyssworld Voyage and for the confidence shown in us. Blue Ocean Marine P/L is the exclusive Abyss sales agent for your location and will therefore be responsible for the organization of your voyage from A to Z. Global Marine Travel Pty Ltd, represented by World Travel Marketing Pty Ltd and associate partner Western Plains Travel [Travel Agent License 2TA003688] is our selected partner for the sale of air tickets. The conditions mentioned below form an integral part of the contract entered into with Blue Ocean Marine Pty Ltd.

We would ask you to read carefully these conditions below and return a signed copy with your registration form to confirm your reservation. Please feel free to contact us if you require any further clarification of these conditions.

Please note: In the conditions below, and for simplification, Abyss Scuba Divers S.A of Switzerland will be noted as "Abyss". Blue Ocean Marine Pty Ltd of Australia will be noted as "BOM". Global Marine Travel Pty LTD represented by World Travel Marketing Pty Ltd will be noted as "GMT".

1. Price and Contract:

1.1 Price of the voyage:

1.1.1 Price: The prices quoted on our website and in promotional materials have been based on the tariffs and exchange rates at the time of publishing at the beginning of the season. These prices provide an indication but are not classified as a contracted price. For contractual purposes, the following documents will be provided: A full quotation valid for 14 days, a full description of the voyage, a copy of these general conditions and a registration form. The validity of the air fare quotation may be for a shorter period and you will be advised at the time of quotation. These documents are based on the requirements of the client and mention all the services to be provided, plus the name of the participants. Unless otherwise stated, and due to the international nature of our business, the prices are quoted in US Dollars, based on services in twin share with all GST/TVA taxes included. Please note that if the prices quoted include air fares then those prices will include airport taxes for the air portion of the voyage, but are subject to change and confirmation at quotation and in the case of the air fare, even at the time of booking. Those clients travelling alone will be required to share their room/cabin. For those wishing a private room/cabin, a quotation for the individual surcharge will be provided and mentioned in the quotation.

1.1.2 Reservation charges: "BOM" will charge a reservation fee of USD 30 per person. For all reservations that do not include an international flight booking, this reservation fee will be USD 130.

1.1.3 Price Modifications: With notification of a minimum of 30 days, or at the time of quotation, we reserve the right to increase the price of the voyage due to increases in fuel surcharges, hotel price increases, new government taxes, fluctuations in exchange rates, increases in airport taxes or changes in GST/TVA, or, evident errors provided in our documentation. If the price increase is above 10% you have the right to cancel your voyage within the 5 working days that follow by informing "BOM" in writing (signed fax acceptable). In this case, all payments already received by "BOM" will be returned in full.

1.1.4 Airport taxes: For the last several years, airport taxes have continued to vary greatly due to fluctuations in fuel prices and the insurance policies held by airports. The definitive airport taxes can only be known at the time of ticket issue.

1.2 Contract Confirmation:

1.2.1 The contract with "BOM" is confirmed on receipt of your registration form in writing, specifically relating to scuba voyages provided directly by "ABYSS". Reservations made by "BOM" via "GMT" for airlines, and other third parties for extensions, involve certain rights and obligations for both the agent and the passenger and therefore your contract in relation to air tickets may vary as a result of those right and obligations. In the case where a client reserves for other passengers, the group leader is responsible to ensure all contractual requirements are met by all passengers in the group. These requirements include both paperwork and payment.

1.2.2 If "BOM" reserves other travel besides scuba voyages provided by "ABYSS", the general conditions of these third party providers become valid. This includes, but is not limited to, the general conditions of the airline companies booked by our partner company "GMT" and GMT's own conditions, which will be supplied at the time of quotation. Please note that the final flight price can only be known at the time of ticket issue and neither "BOM" nor "GMT" can be held responsible for any changes due to fuel surcharges and airport taxes. These changes are the responsibility of the client. The connecting contract between "BOM" & "GMT" is effective at the time of ticket issue.

1.3 Reservations and Payment Modes:

1.3.1 Reservations: Your reservation is confirmed on receipt of your signed contract documents in their entirety (quotation, flight itinerary, reservation formula and general conditions) to the "BOM" reservation center (fax, scanned email, letter), accompanied with your first payment. At this time your reservation with "BOM" is validated. At this time you will receive in return a confirmation from "BOM" relating to your reservation. From this time on the rights and responsibilities of the contract, including these general conditions, will take effect in the best interests of both you the client, and "BOM", an "ABYSS" booking agency.

1.3.2 Deposit and Payment of Balance: At the time of your reservation you need to pay a deposit equal to 30% of the price of your voyage (50% for certain destinations). The balance of the voyage price must be paid to "BOM" at least 60 days before the departure date. For the destinations of Papua Barat, The Galapagos and Mexico, the balance of the voyage price must be paid 90 days before departure at the latest. In the case where a reservation is made less than 60 to 90 days, depending on the destination, before the departure date, the total voyage price

must be paid at the time of reservation. If payments are not made in the time delays required, "BOM" reserves the right to refuse the services contracted and to enforce the cancellation policy mentioned in Article 2.2 of these conditions. In the case of a payment made by credit card (Visa and MasterCard only), a surcharge of 2.5% will be added to the quoted bill to cover the card company charges.

Please note that airline ticketing is often complex and there may be separate payment requirements in that regard, which will be supplied to you at the time of quotation.

1.3.3 Conditions for Groups: As an annex to these conditions, we would ask you to study carefully the additional conditions for groups and for those organizing groups.

2. Modification and Cancellation Conditions:

2.1 Modification: All modifications to your voyage contract after confirmation need to be provided to us in writing (fax or letter). In this instance, all the documents already sent to you will need to be returned to us at the same time. To determine the date of the modification, the date of the receipt of your documents will be used. In the case of a modification by the client (cancellation of part of the voyage, change of dates, change of participants) or cancellation before the cancellation delays come into effect, "BOM" will invoice a surcharge of USD100 (or a maximum of USD 250 per file) to cover additional costs for all the changes. Please note that these additional charges are not always covered by your cancellation insurance. Once a modification or a cancellation is made after our cancellation delays have come into effect, please see Article 2.2. Please note that airline cancellation or change charges may also come into effect, dependant on the conditions of your particular ticket.

2.2 Cancellation: In the case of a cancellation after the voyage has been confirmed, firstly, "BOM" must be informed by phone or email followed in writing (signed fax acceptable). At this time all documents already sent to the client need to be returned to "BOM". To determine the date of cancellation, the following business date of the signed fax will be used as the specific cancellation date. In the case of cancellation the following conditions apply:

More than 120 days prior to departure: Cancellation fee of max. USD 250.

120 to 91 days prior to departure: 50% of the total price of the voyage.

90 to 61 days prior to departure: 75% of the total price of the voyage.

Less than 61 days prior to departure: 100% of the total voyage price.

For the destinations of the Galapagos, Papua Barat, Mexico, Micronesia and all MV Indian Ocean Explorer Cruises:

More than 180 days prior to departure: A cancellation charge of USD 250 will apply.

180 to 120 days prior to departure: 35% of the total voyage price.

120 to 90 days prior to departure: 50% of the total voyage price.

Less than 90 days prior to departure: 100% of the total voyage price.

In the case where any of the voyages are cut short by the client, "BOM" will not be in a position to refund the part of the voyage unused. Cancellation insurance is highly recommended for this type of voyage and can be discussed and organized via "BOM" directly. Please note that airline cancellations are often complex and there may be separate cancellation requirements in that regard, which will be supplied to you at the time of quotation.

2.3 Transfer of contract:

If for some reason you are unable to travel, you have the right, in principle to transfer your voyage to another person. In this case the following conditions need to be met: The person replacing you accepts to assume the contract entered into with "BOM". The other companies involved in your voyage accept to make these changes (airline companies and hotels). Please note that the decision in this regard related to the airline tickets rests with the airline and their decision is final. Frequently the airline ticket has already been issued and most airlines are not prepared to make the changes, therefore the cancellation clauses will come into effect and a new ticket will need to be issued.

The person replacing you must meet all the conditions required for the voyage. (Valid passport, visa, vaccinations, dive level etc.)

The person replacing you must sign all the necessary contracts and general conditions for the voyage.

The person replacing you agrees to pay the balance of the voyage remaining and any additional charges which occur due to the name change. (Re-issue of tickets, hotels etc. See article 2.1)

In the case of a transfer, the client transferring their voyage place must inform "BOM" by signed fax no later than 7 working days before the departure date, and indicate the reason for the changes, and present the replacement participant. A new contract will be entered into with the new client in the fastest delay possible. Please see Article 1.3.1.

2.4 Check in default:

We would like to advise you that principally "ABYSS" services begin from within the country where the services are being provided. (For example, in the Philippines from Manila or Cebu depending on the safari.) "GMT" provides very cost effective and advantageous "Marine Class Fares" to and from these destinations. We, as a team, are therefore able to offer you a package arrangement and only one point of contact. Having stated this, neither "BOM" nor "GMT" can be held responsible for the following: A missed flight due to late check in, late or cancelled flights caused by the airline company, the presentation of incomplete documentation by the client leading to delays. In the case of a trip being missed, we will attempt to the best of our ability to "help" you rejoin the group, but cannot accept any responsibility to do so. We would like you to remember that 100% of the voyage price is still due, in these circumstances, and is therefore another example of why we highly recommend travel insurance.

Initials: _____

3. Responsibility:

Acting as a very experienced professional dive tour company, "ABYSS" and their exclusive agents "BOM" guarantee the following relating to the services provided: An objective description of the voyage proposed as at the date of publication.

Complete organization of your voyage from A to Z. We commit to providing all the services provided in the contract and noted specifically for your clarification. We would also ask you to please note that "ABYSS" is unable to provide special wishes in regards to such things as special meals or unplanned side excursions which have not been booked in advance. The Team Abyss guides will of course do what they can to ensure you have a memorable voyage within reason.

"BOM" will refund the charges for specific services contracted in the case where the service was not provided, or badly provided, or if additional costs were incurred (except in Articles 4.1, 4.3 & 5.1), when the "ABYSS" representative or guide was unable to satisfactorily replace the service and the error was of no fault of the client. In these conditions, the client can expect to receive in return the portion of the contract relating only to the service not provided. In the case where there has evidently been a serious error on our side (excepting Articles 4.1, 4.3 & 5.1), our responsibility is limited to a reimbursement of no greater than the double of the entire voyage price regardless of the error.

4. Modification or Cancellation by "ABYSS" or "BOM"

4.1 Unforeseen Events: "ABYSS" & "BOM" & "GMT" reserve the right to modify, interrupt or cancel a flight and/or voyage when unforeseen events are imposed on the company or when the security of the travelling clients may be compromised. These may include but are not limited to: refusal or cancellation of flight landing rights, strikes, civil or international war, political or economic disturbances, terrorist threat or activity, fire, climatic, seismic or volcanic events. In any case you will be informed by "BOM" as soon as is possible.

In these particular cases, the traveler may not apply for reimbursement from "BOM". Travelers, who have foreseen travel insurance taking these unforeseen events into consideration, may request reimbursement directly with their respective insurance company.

If a technical problem occurs blocking the departure of a chartered vessel in a remote location such as The Galapagos, Mexico, Tubataha (Philippines), Eparses Islands, Micronesia, Papua Barat (Indonesia), and a replacement vessel cannot be found, "ABYSS" and "BOM" will propose the same voyage at a later date.

4.2 Lack of Participants: If the minimum number of participants, mentioned in the contract, has not been met, "ABYSS" & "BOM" may cancel the voyage up to 21 days prior to departure. In this case an alternative program will be proposed. If this is not possible, or you decide to decline the proposal, "BOM" will reimburse all payments made up until that date. Any form of additional compensation will not be allowed.

4.3 Modifications by Abyss Scuba Divers S.A.: "ABYSS" reserves the right, equally in your best interests, to modify the programs and services offered (e.g. hotels, modes of transport, dive centers, vessels, excursions etc.). In the case of an overbooking of a hotel, or a technical problem with one of our vessels, we are obliged to propose a substitution of the same category. In these circumstances, the contracted traveler may not request damages due to these changes. On the other hand, if the substitution is clearly of an inferior category or lesser value, "BOM" will pay an indemnity equivalent to the difference between the service contracted and the service provided. "ABYSS" or "BOM" reserves the right to charter, in extreme cases, due to a lack of participants, security and safety, weather and other unforeseen events, an internal flight, for the same dates, within the same country destination, without this classifying as a rupture of the contractual obligations.

5. Airline Transport:

5.1 Reconfirmation, delays and cancellation: If requested in the documentation provided to you, it is your responsibility to reconfirm your return flight within the timescale specified before departure (with the companies requiring reconfirmation) with the contact person listed in your travel documents, or with the airline directly. In most cases this service will be offered by your on site Team Abyss guide.

In the case of delays or flight cancellation by the airline companies, for whatever reason, "ABYSS" "BOM" and "GMT" will not be held responsible for claims of indemnity such as loss of salary, additional hotel costs, supplementary meals etc. The traveler is responsible for their airline transport, even though it may have been booked by "GMT", and neither "ABYSS", "GMT" or "BOM" can be held responsible for a voyage being missed due to the above mentioned delays and cancellation, or the traveler missing their flight or losing their documents. In all mentioned circumstances "BOM" and "GMT" will do everything possible to assist the client in resolving any encountered problems but hold no financial responsibility.

5.2 Baggage:

During airline transport, checked-in baggage is normally limited to 20kg, and hand luggage to 7kg, "BOM" and "GMT" cannot be held responsible for any additional surcharges requested by the airline companies for excess baggage. In some cases, due to special fares being negotiated, an additional allowance up to 30kg may be provided. This will only be the case if specifically mentioned in the ticket documentation. In the case where this has been negotiated, yet the airline company mistakenly charges for excess baggage, "BOM" and "GMT" will not be held financially responsible for the airlines decision. The client will need to pay the excess charge and claim back against the airline company at a later date, which may or may not be refunded.

In all cases, "BOM" and "GMT" cannot be held responsible for any loss, theft, late arrival or damage to baggage carried by an airline company. As mentioned previously, we highly recommend travel insurance which covers these potential problems.

6. Passports, Cash, Visas and Vaccinations:

You are solely responsible to be in possession of all the necessary documents for your voyage. "BOM" will inform you on matters, as an indication, relating to passport expiry rules, visas, currency, health requirements and also vaccinations needed. Neither "BOM" nor "ABYSS" can be held responsible for any expenses incurred due to the traveler ignoring these requirements (See Article 2.4). For certain destinations passport information needs to be sent to "BOM" 30 days before departure as mentioned in your quotation and your reservation formula. We cannot guarantee your departure, nor take responsibility, in the event this time deadline is not met.

7. Scuba Diving

For "ABYSS" safety is of principal importance on all voyages. It is your responsibility, as a certified diver, to respect and follow the guidelines given by the Team Abyss guides and instructors, plus to follow the regulations stipulated by your certification agency. You are solely responsible to provide a diving medical dated within the last 12 months, your certification card and log book. Ignoring the directions given by the guides, or not presenting certification card, log book or valid medical may cause a limitation or disqualification from scuba diving on the voyage. The diver accepts their responsibility to be technically capable of participating in the activity of scuba diving and fully accepts the risks associated. We reserve the right, for safety reasons, and at the discretion of the Team Abyss guides, to refuse access to one/several dives if you do not have the necessary competence to participate safely.

We highly recommend taking out an insurance policy covering accidents and repatriation. This insurance should take into consideration the costs involved in accident treatment including hyperbaric treatment. In the case of a diving accident, or other accident, where the accident was not caused by a service provided by "ABYSS" or their employees, "ABYSS" and "BOM" will not be held responsible and any requests for compensation will be refused.

8. Cancellation and Repatriation Insurance:

No automatic insurance coverage is included in our services provided. We highly recommend having an insurance policy for accidents, cancellation and repatriation such as Divers Alert Network (DAN). If you would like additional information regarding choices of insurance please contact us directly.

9. Liability Insurance:

All companies involved in the organization of your voyage, "Abyss", "GMT" and "BOM" all hold separate individual liability insurance. Each of our professional Team Abyss Guides holds individual personal liability insurance with their certification agencies. This is mostly with PADI but not exclusively.

10. Claims and Complaints:

We would ask our travelers, if they have observations, complaints or requests for reimbursement, to contact "BOM" within 5 days of the return from their voyage. Beyond this time it becomes impossible for us to intervene, especially with some providers in remote locations. All requests for reimbursement relating to additional services, or services invoiced but not provided (See Article 4), will be studied on presentation of documentation and additional information. In the case of litigation against "BOM" or "GMT", legal jurisdiction will be New South Wales, Australia as these companies operate in Australia.

11. Special Note:

Several of the destinations chosen for our voyages are often in very remote areas with difficult access, away from our modern comforts, and rarely visited by other tourists. This is an integral part of the authenticity of our voyages but also brings with it certain consequences. The countries visited are often very poor, lack modern equipment and techniques, in addition to lower levels of service in such things as banking, administration and health services. We would like to thank you in advance for taking this into consideration and for accepting some inconveniences that can often occur in these areas. Please remember that where we are travelling is part of the "spice" of the voyage.

12. Document Editing:

This current document was last updated and verified in January 2009. Please sign below:

I, _____
, accept and approve of the above general conditions.

Date: _____

Signature: _____