

During your vacation:

Responsibility/ Supervision/ Behaviour/ Damage & Disturbance:

We cannot be held responsible for client(s) that do not have adequate travel insurance. Furthermore, we cannot be held responsible for costs arising due to failure of obtaining such a policy. All adults in the group shall be responsible for ensuring that local residents, other guests, holidaymakers, our agents or persons providing you with our service are not disturbed by unreasonable or unruly behaviour. If any equipment or property belonging to us or our suppliers is damaged or lost, we reserve the right to make a charge to make good the damage or loss. The members of the party will be deemed to be jointly and severally liable for any such damage and in certain cases (at our discretion) a damage deposit may be taken at the time of issue or occupation. You will be liable for any damage caused while using blue o two services.

Personal Belongings

Your personal belongings are your responsibility during your holiday with us. We are unable to accept liability for any accident, loss or damage to your property but will assist you, where possible, in supplying supporting evidence for any claim that you make through your travel insurance providing that you report the incident to our ground team whilst in resort.

Lost property:

If you leave any personal property in the resort and would like us to assist you in retrieving it, the following charges will be applicable:

Small item: £50 plus p&p

Max weight: 2kg Max length: 45cm Max width: 35cm Max thickness: 8cm

Large item: £100 plus p&p

Max weight: 20kg Max length: 61cm Max width: 46cm Max thickness: 46cm

Swimming Pools:

You must always obey pool rules and accept that many organisations do not employ a life-guard. Please ensure that children and non-swimmers are supervised at all times and follow the local guidelines for using the facility. Individuals should not enter the pool after the consumption of alcohol and we accept no liability for accidents or for any activities carried out without proper regard for safety.

Extra Beds:

When booking a room with more than 2 beds (triple room) any additional beds will usually be of smaller size or even 'chair bed' style.

Water:

In many countries water is scarce so exercise conservative measures with ones usage. In many countries it is only advisable to drink bottled water, if unsure whether water is safe to drink, please drink bottled water.

Hot Water:

Many hotels and resorts use solar heating for the provision of hot water supply. In light of this you must be prepared to use tepid water during times of low sunlight or high seasons due to the increased demand.

Safety and Local Standards:

Safety standards vary throughout the world and are often regrettably not to UK's standard. Therefore the standards of fire safety, emergency procedures hygiene etc. may not meet your expectations. We make every effort to ensure that health and safety standards are adequate and meet local laws and regulations. However, we can accept no liability if they fall short of UK regulations.

Balconies:

Exercise caution when using balconies and never leave children unsupervised on a balcony.

Emergency/Safety:

Please observe all fire and emergency safety regulations and notices, ensuring that you are aware of any action you need to take in the event of an emergency situation. Always observe all the fire exits from your accommodation and familiarise yourself with the correct evacuation procedures.

Beaches:

Swimming outside of beached areas is very dangerous as there may be strong and unpredictable undercurrents. We recommend that you only swim in recommended beach areas and away from rocky outcrops. Familiarise yourself with local flag warning systems and seek local knowledge prior to entering the water. Children should be supervised at all times. It is recommended that no person should swim under the influence of alcohol, in low visibility conditions or where the conditions prove to be hazardous or dangerous. We accept no liability to you in this situation, or any swimming, bathing activity carried out without proper regard for safety.

Alcohol consumption:

There are times when alcohol consumption is not responsible or appropriate. Alcohol should be avoided prior to sunbathing or swimming as it causes dehydration and increases the chances of an incident. Never drink if hiring a car or if driving at any time and never dive under the influence of alcohol. Drunken behaviour in accommodation or on an aeroplane may result in disciplinary action being taken against you by the relevant authorities. In the result of inappropriate behaviour caused as a result of alcohol consumption or non-prescription drug use, we will have no further responsibility for you, and at our discretion, we may repudiate our contract with you.

Pregnancy:

All females who are over 28 weeks pregnant must have a valid medical fitness certificate prior to travel. Once 32 weeks of pregnancy has passed it is no longer acceptable to travel by air. If you or a member of your party is pregnant always seek doctor's advice on whether such a service is safe. If your GP advises against taking such a service, then we accept no liability for you throughout the trip. This also applies to any person whose GP advises against participating in one of our services.

Diving Participation:

We reserve the right to require you to produce evidence of appropriate insurance as above. It is your responsibility to ensure that you are fit to dive and may be required to fill out a questionnaire to this effect in resort. We recommend that you undertake a diving medical on a yearly basis with a recognised medical referee. When undertaking a diving service/holiday with blue o two the local laws and regulations governing diving form part of the contract and must be observed and respected e.g. maximum diving depth limits. Scuba Diving is not recommended 24 hours prior to any flight. When choosing a diving service from blue o two it is entirely up to you to make sure that diving is suitable for you before your departure. We can not issue any refunds if you decide not to participate in any diving activities.

Diving and Weather Conditions:

Unfortunately weather patterns are hard to predict. In light of this you will have to accept that on some occasions at the discretion of the Dive guide or Instructor it may not be suitable or safe to conduct diving activities at your chosen diving location. On liveaboard boats an alternative itinerary may be necessary if weather conditions prove too difficult for diving. We cannot be held responsible or liable for weather patterns and the resulting loss of diving days, courses or activities. You may of course make a claim under the terms and conditions of your insurance policy.

Liveaboard Noise

Due to the nature of staying on a liveaboard vessel, a certain degree of noise should be expected. Many liveaboard vessels are built using wood which by nature is subject to movement and creaking noises which may at times be heard. As a liveaboard vessel will spend the majority of a safari trip at sea, water noise may also be heard from cabins. Some itineraries may include long crossings which may take place overnight so as not to limit the amount of diving that can take place during the day. Guests will be informed before an overnight sailing takes place but engine noise should be expected during any times when the boat is moving.

Delays:

Delays to flights from or to your point of origin do occur whether the cancellation or delay is caused by adverse weather conditions, re-scheduling by the airline, airport authority and / or action by air traffic controllers, mechanical breakdown or industrial action. Baggage can also be lost, stolen or delayed by the airline carriers. We will always try and ensure that these situations do not affect your holiday too greatly but you should check that these eventualities are covered within your insurance policy.

Our Representatives:

Our representatives are carefully selected, fully trained and are on duty at different times throughout your stay to offer advice and assist you with making your stay more enjoyable. Liveaboard / Safari guests will be provided with a dive guide where in most circumstances will act as our representative. In some instances a representative may not be available. In this instance our ground agents will act as our representatives.

Liability:

We, subject to these terms and conditions and any proven fault on our part, will deal with any claims arising as a result of death, bodily injury or illness to the signatory or a bona fide member of his/her group. Where the service in question consists of carriage by air or sea, we shall be entitled to limit its liability as provided by international conventions.

We cannot be held liable for any loss of the duration of your stay and diving days as a result of incidences beyond our reasonable control.

We will endeavour to take all reasonable and proper steps to ensure that arrangements have been made for all diving services and that suppliers of the various services are efficient, safe, and reputable and comply with the necessary local laws of the country of origin. However we cannot guarantee that these standards meet British or European safety standards.

Complaints:

You have a legal obligation to notify us immediately if you have any complaints during the duration of your holiday, you should report them directly to your representative, which would usually lead to the complaint being resolved. If however,

you are still not satisfied that the complaint has satisfactorily been resolved, then please follow it up with a letter to us within 30 days of returning from your holiday. Failure to notify us as soon as possible and give us the opportunity to rectify any problem may extinguish or limit any claim you may make.