

PoD Terms & Conditions

1. Agreement for PoD Diving Programme

These Conditions will form the basis of your agreement with Personal Overseas Development Ltd, whose registered office is Linden Cottage, The Burgage, Prestbury, Cheltenham GL52 3DJ, United Kingdom ('PoD', 'We', 'Us'). They apply only to arrangements which you book with us in the UK and which we agree to make, provide or perform as applicable as part of our agreement with you and which may include training, other activities, accommodation and food, details of which are contained in PoD's promotional material, website, offer letter / email and information booklet. References in these Conditions to "arrangements" and 'Programme' mean such arrangements.

'Partners' means dive schools, other organisations or individuals working in conjunction with PoD. They will be primarily responsible for co-ordinating the day-to-day nature of most of your activities whilst on the Programme.

2. Application and Confirmation

To make an application for a placement, you should follow this general process:-

- a) If you have any questions or would like to discuss your options please call or email us
- b) Complete our application form
- c) Please check the PADI medical statement (provided on our website) to make sure there aren't any medical issues which could prevent you from diving
- d) We will then contact you (usually by email), provide you with a detailed information booklet and answer any questions you have
- e) If you would like to go ahead we ask you to pay a deposit of £200 and agree to our terms and conditions
- f) Full payment is required at least 6 weeks before your departure date (or as soon as possible if booking less than 6 weeks ahead).

You should be in good health and will be required to complete a PADI dive medical questionnaire. If you have a question over your health please contact us.

3. Your contract

By making your first payment to PoD you confirm that you are in good health, are at least 18 years old and that you agree to be bound by these Conditions. A binding agreement will come into existence between us at this point.

We both agree that English Law will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description which arises between us must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

4. Payment

In order to confirm your chosen arrangements, you must pay a deposit of at least £200 per person (or full payment if booking within 6 weeks of departure).

The balance of the cost of your arrangements (including any surcharge where applicable) is due not less than 6 weeks prior to departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 7 below will become payable.

5. Prices

We reserve the right to make changes to and correct errors in advertised and quoted prices at any time before your arrangements are confirmed.

6. Changes by you

Should you wish to make any changes to your confirmed arrangements you must notify us in writing / by email as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £50 may be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers.

7. Cancellation by you

Should you need to cancel your arrangements once they have been confirmed, you must immediately advise us in writing / by email. Your notice of cancellation will only be effective when it is received in writing / by email by us at our offices. As we incur costs from the time we confirm your arrangements, the following cancellation charges will be payable.

Period before departure within which notification of cancellation is received by us	Cancellation charge per person cancelling
6 weeks or more	£200
Less than 6 weeks	£500 or the price you have paid for the placement, whichever is the lower
Any date after arrival in the country where the Programme is to be carried out	The price you have paid for the placement. You are not entitled to any refund

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

In general, because of the preparation required to be undertaken by you before departing on the Programme, it is not possible to transfer to another person once preparation has commenced. However, we may in exceptional circumstances allow you to transfer the Programme to another person providing we are notified not less than 6 weeks before departure. This person must first be approved by PoD. We may refuse a request to transfer if in our opinion the proposed new participant is unsuitable for the Programme.

We shall be entitled to charge you a £100 administrative fee plus any other additional costs incurred by us or imposed by any of our suppliers as a result of the transfer of the Programme.

8. Insurance

We consider adequate travel and diving insurance to be essential. Please read your policy details carefully and take them with you when you travel. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

9. Changes and cancellation by us

We start planning the diving programmes we offer many months in advance. PoD will endeavour to ensure that the Programme as advertised will be adhered to as closely as possible. However, in certain circumstances changes may need to be made for reasons which may include: the requirements of the local community and our Partners; your own safety and wellbeing; the safety and wellbeing of other people; advice issued by the Foreign and Commonwealth Office (FCO); and other unavoidable factors. You agree to accept the fluid and unpredictable nature of travel overseas and recognise that you may need to be flexible as regards your expectations while on the Programme.

Occasionally, we have to make changes to and correct errors in confirmed programme details both before and after arrangements have been confirmed and cancel confirmed arrangements. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Most changes are minor. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a travel organiser, we do not expect to have a significant effect on your confirmed arrangements.

In the unlikely event that one or more programmed activities cannot be provided at the expected time, or at all, during the course of the Programme, PoD or their Partners will endeavour to re-schedule the activity or arrange a suitable alternative. In the unlikely event that a suitable alternative cannot be provided you will be informed as soon as is reasonably practicable and will be entitled to a partial refund to reflect the value of the activity.

Occasionally, we have to make a significant change. A significant change is a change which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a travel organiser, we expect to have a major affect on your programme. Significant changes are likely to include the following changes: (i) the Programme start or end dates change by more than 14 days either way; (ii) we can no longer offer you a Programme in the chosen Country; (iii) we can no longer offer you a Programme with the specified Partner.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so, we will offer you the choice of the following options:-

- a) accepting the changed arrangements
- b) purchasing an alternative programme from us, similar in nature to that originally booked if available. (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference)
- c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

The above options will not be available if we cancel as a result of your failure to comply with any requirement of these conditions entitling us to cancel (such as paying on time) or if the change made is a minor one.

10. Force Majeure

We regret we cannot accept liability, pay any compensation or meet any costs or expenses you incur where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

11. Our Liability to you

(1) We promise that your holiday arrangements will be made, performed or provided with reasonable skill and care. This means that we will accept responsibility if, for example, you suffer death or personal injury or your contracted arrangements are not provided as promised or prove deficient and that is the result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing your arrangements. Further, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment or carrying out work we had asked them to do. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us.

(2) We will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim of any description whatsoever which results from: -

- a) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- b) the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or
- c) 'force majeure' as defined in clause 10 above.

(3) We accept no liability for loss of and/or damage to any luggage or personal possessions (including money).

(4) For all other claims which do not involve death or personal injury, the maximum amount we will have to pay you if we are found liable to you on any basis is the price paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 11(5) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your trip.

(5) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or on any stay in a hotel, the maximum amount of compensation we will have to pay to you will be limited. The most we will have to pay to you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question.

(6) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not stated in our website / information booklet. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

(7) The standards and regulations of the country in which the facts giving rise to your claim or complaint occurred and the promises we make to you about your arrangements, will be used as the basis for deciding whether the arrangements in question were provided with reasonable skill and care.

(8) This clause is intended to set out our obligations to you as an organiser under the Package Travel, Package Holidays and Package Tours Regulations 1992. We will not accept any further or different liability than these Regulations impose. In addition, regardless of any contrary representations made by us, we only promise to use reasonable skill and care as set out above and we do not have any further or different liability to you.

12. Medical Conditions and Consent to Treatment

If you have any medical problem or disability which may affect your ability or fitness to participate in the Programme or any of the activities which form part of it, you must give us full details in writing / by email at the time of application. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not accept the application or, if full details are not given at the time of application, cancel when we become aware of these details.

You agree that staff of PoD or its partners may give consent for medical treatment on your behalf where you are unable to give consent yourself.

13. Conduct during the Programme

During the Programme including any training, you agree to respect the decisions and authority of PoD's partners and staff in all matters pertaining to the Programme, health and safety, and the local population, and agree to follow the health and safety training and advice given by PoD and their Partners. You agree to act in such a way as not to put yourself, other divers, staff, or the local population at risk, or to jeopardise the work of PoD or their Partners in the communities in which they work. If you significantly break this agreement or you persistently behave in a manner which is, in the view of PoD or their Partners, incompatible with the spirit of the Programme, PoD retains the right to terminate the Programme without further notice.

You will be responsible for making full payment for any damage or loss caused by you during your time away. Payment must be paid direct at the time to the service supplier concerned failing which, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

14. Contacting your next of kin

We reserve the right to contact your next of kin or parents if we deem it necessary.

15. Problems and Complaints Procedure

If you have a problem during the Programme, please inform the dive centre staff and PoD local representative immediately and they will try to resolve the issue. If your complaint cannot be resolved locally, please contact the PoD UK office by phone or email and we will provide assistance. In the unlikely event that the issue can not be resolved, please write to us at the address on the first page of this agreement within 28 days of the date you finish your Programme and we will investigate the complaint and send you a response in writing / by email. We regret we cannot accept liability for any complaints or claims which do not involve death, personal injury or illness, if you fail to notify the complaint or claim in accordance with this clause.

16. Independent activities

We may provide you with information about activities which are available to purchase through independent suppliers in the area you are visiting. Where we have not agreed to arrange, provide or perform these activities or excursions as part of our agreement with you, subject to these conditions, we do not accept any responsibility for them even where we suggest or recommend a particular operator or supplier and/or assist you in any way in booking such activities or excursions.

17. Financial Protection

In compliance with the UK Package Travel, Package Holidays and Package Tours Regulations 1992 and the Civil Aviation (Air Travel Organiser's Licensing) Regulations 1995 an insurance policy has been arranged with Travel & General Insurance Company plc to protect customers' prepayments paid in respect of:

- non-flight inclusive packages commencing and returning to the UK
- the ground handling aspects of packages where the customer is responsible for arranging travel to the destination offered on this website (subject to the terms of the insurance policy), for:
- a refund of such prepayments if customers have not yet travelled
- making arrangements to enable the holiday to continue if customers have already travelled in the unlikely event of our financial failure

18. Passports, visas and health requirements

The passport and visa requirements applicable at the time of printing to British citizens for the arrangements we offer are shown in the PoD information booklet. Non-British passport holders must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

You should arrange a visit to your doctor / travel clinic to receive the latest health advice and arrange immunisations and it is your responsibility to ensure that you have all appropriate immunisations and medication. You should do this in good time before your departure.

You will be required to complete a PADI medical statement before being allowed to participate in any dive training. If the answer to any of the questions is yes, then you must consult a physician prior to participating in scuba diving and will require a letter from them stating that you are fit to dive. A copy of the PADI medical statement is shown in the PoD information booklet and on the website.

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport or into any country or if you can not participate in any dive training or activities due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results to additional costs, fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

DECLARATION

I have read and understood the contents of this agreement and agree to be bound by them.

I have read all PoD documentation supplied to me and understand the proposed Programme.

I agree to respect the decisions and authority of PoD's partners and staff in matters pertaining to the Diving Programme and health and safety.

I agree to act in such a way as not to put myself or others at risk.

I agree to respect British law and local law whilst on the Programme.

I accept that if I significantly break this contract or persistently behave in such a way as is, in the view of PoD or their partners, inconsistent with the spirit of the Programme, PoD retains the right to terminate the Programme.

Either

I am over the age of 18 years.

Or

I am currently under 18 but will be over 18 on the departure date, and I understand that by taking part in the Programme after my 18th birthday I will be confirming my agreement to the terms of this contract.