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BOOKING TERMS & CONDITIONS

The following are the conditions relating to the booking of an expedition/Liveaboard trip with Barefoot Conservation Ltd and are designed to be read in close conjunction with and reference to the following documents: Barefoot Conservation project guide.

1. Interpretation

The following expressions shall have the meanings as set out below:

BCL shall mean Barefoot Conservation Ltd, a company incorporated in England (Company Registration No. 8237883) whose registered office is at: 63 Portland Ave, Gravesend, Kent, DA12 5HJ, United Kingdom.

BCL Project Guide shall mean the document entitled "BCL project guide" which is available from the BCL Website.

BCL Project Summary shall mean the document entitled "BCL Project Summary" specific to the expedition for which the volunteer has made a booking, and which is available from the BCL Website.

BCL Website shall mean the official BCL website which can be found at www.barefootconservation.org

Deposit shall mean the non-refundable deposit payable at the time of making a booking and which shall form part of the total Expedition/Liveaboard Trip Fee payable.

Diving Certificate means the certificate proving that the Volunteer/Guest has passed both practical and theoretical diving exams to at least the second diving level (PADI Advanced Diver, BSAC Sports Diver etc., or equivalent).

Expedition shall mean the expedition/trip organised by BCL upon which the volunteer/guest has expressed a wish to participate or has been accepted to participate.

Expedition Fee shall mean the total sum payable by the volunteer/guest to participate on the expedition/trip for which they have made a booking and for which that booking has been accepted by BCL.

Expedition Leader shall mean the leader of the expedition appointed by BCL.

Expedition Medical Form means the Volunteer medical form which BCL sends to the Volunteer requiring him/her to complete it and have it signed by a qualified medical doctor.

In writing shall mean by letter, fax or email.

Itinerary means the description of the Expedition/Liveaboard Trip supplied to the Volunteer/Guest by BCL.

LOB means Liveaboard

PADI means the Professional Association of Diving Instructors.

PADI Medical Forms means the medical statement form issued by PADI that BCL sends to the Volunteer requiring him/her to complete it and have it signed by a qualified medical doctor.

Qualified Diver shall mean someone who holds a PADI Advanced Open Water (or above) Diving Certificate or equivalent certificate from another organisation. (see [comparison table](#))

Volunteer or Guest shall mean the person who has made a booking and received confirmation from BCL that their booking has been accepted by BCL.

2. Booking & Payments

2.1 Due to limited space on BCL expeditions/LOB trips, volunteers/guests are strongly advised to submit a booking as early as possible prior to the published start date of their chosen expedition/LOB trip.

2.2 Any payment required to be made by the Volunteer/Guest under this Agreement shall be paid into the BCL's Bank Account by direct transfer or cheque payable to "Barefoot Conservation Limited" and shall only be deemed to have been received once it has been received in cleared funds.

2.3 A non-refundable deposit is payable at the time of the initial booking. The deposit is accepted as part payment of the expedition/LOB trip fee and will be refunded only if the booking is not accepted by BCL.

2.4 A booking is deemed as accepted only upon receipt by the volunteer/guest of confirmation in writing by BCL.

2.5 BCL reserves the right to decline any booking within 14 days from the date of the booking, in which case the deposit will be refunded.

2.6 The balance of the expedition/LOB trip fee is payable no later than 8 weeks prior to the published start date of the expedition/LOB trip.

2.7 Where a booking is made less than 8 weeks prior to the published start date of the expedition/LOB trip the balance of the expedition/LOB trip fee is payable no later than one week following the initial booking payment of the deposit.

2.8 Failure to pay the balance of the expedition/LOB trip fee by the due date entitles BCL to treat the booking as cancelled and retain the deposit paid.

2.9 BCL shall be entitled to charge interest at the rate of 3% above the base rate of HSBC plc on any late payments owing to BCL by the volunteer/guest.

3. Expedition & LOB Trip Fee

3.1 Full details of the expedition/LOB trip fees are provided on the BCL website.

3.2 Full details of what is included and excluded in the expedition/LOB trip fee are provided on the BCL website.

4. Charges

4.1 The expedition/LOB trip fee may be subject to surcharge in the event of the alteration of circumstances arising beyond the control of BCL such as adverse fluctuations in currency exchange rates or substantial increase in the costs of local commodities, services or taxes.

4.2 Any notification of a surcharge will be made in writing by BCL to the volunteer/guest and by no later than 4 weeks prior to the start date of their expedition. Such notification will include a brief explanation by BCL to the volunteer/guest of the reasons for the surcharge.

4.3 If the alteration results in a surcharge of 15% or more of the expedition/LOB trip fee the volunteer/guest shall either pay the surcharge in full by no later than 10 days prior to the start date of their expedition/LOB trip or terminate their booking by notifying BCL in writing within 10 days of the date of the notification by BCL. Should the volunteer/guest elect to terminate their booking, BCL shall offer a full refund of the expedition/LOB trip fee paid and BCL shall not be liable for any loss or damage suffered as a result of such termination by the volunteer/guest.

5. Cancellation By Volunteer or Guest

5.1 Cancellation of a booking must be made by email or in writing. The date of cancellation for the purpose of the cancellation provisions below shall be the date of receipt of the email or of notification in writing of the cancellation.

5.2 If the cancellation is made more than 60 days before the published start date of the expedition/LOB trip, 100% of the deposit shall be retained by BCL.

5.3 If the cancellation is made between 60 and 30 days before the published start date of the expedition/LOB trip, the deposit and 50% of the balance of the total expedition fee to be paid shall be retained by BCL.

5.4 If the cancellation is made between 30 and 0 days before the published start date of the expedition/LOB trip, or after the expedition/LOB trip has started, the deposit and 100% of the balance of the total expedition/LOB trip fee to be paid shall be retained by BCL.

5.5 If the cancellation is made after the expedition/LOB trip start date, with the volunteer/guest deciding to leave the expedition/LOB trip early, BCL will not be liable for any refund for unused days.

5.6 BCL will not be liable to pay the volunteer/guest any other losses, costs or expenses (including any consequential or indirect losses) arising as a result of cancellation by the volunteer/guest.

5.7 In view of the above strict cancellation provisions, BCL strongly recommends that appropriate cancellation insurance is obtained by the Volunteer/Guest at the time of booking, and the Volunteer/Guest acknowledges the importance of securing such insurance cover (refer to clause 10).

5.8 Each cancellation will be dealt with on a case by case basis, and where possible an alternate expedition date/LOB trip will be offered.

6. Cancellation By BCL Other Than For Force Majeure

6.1 BCL will exercise all reasonable care to ensure that the volunteer/guest participates on the expedition/LOB trip to which they have booked and been accepted by BCL. However, the volunteer/guest acknowledges and accepts the right of BCL to change the published start date of the expedition/LOB trip or provide an alternative expedition/trip location or to make other changes as BCL in the circumstances deems necessary.

6.2 BCL reserves the right to cancel the expedition/LOB trip and provide notice in writing to the volunteer.

If the cancellation is made prior to the published start date of the expedition/LOB trip and no alternative expedition/LOB trip is provided by BCL, BCL will refund the expedition/LOB trip fee less the non refundable deposit, which the volunteer/guest shall accept in full and final settlement of all claims which they may have against BCL.

6.3 The volunteer/guest acknowledges that certain medical conditions, psychological or physical, as declared by the volunteer/guest on all medical forms submitted to BCL by the volunteer/guest may be contra indicatory to safe participation on the expedition by the volunteer/guest.

6.4 BCL reserves the right to cancel the volunteer or guest booking based upon the medical advice of the BCL appointed medical advisor(s) and in so doing the volunteer/guest accepts that BCL shall not be liable to refund any money already paid to BCL by the volunteer/guest or be liable to the volunteer/guest for any other losses, costs or expenses (including any consequential or indirect losses) arising as a result of cancellation on medical grounds.

7. Force Majeure

7.1 BCL shall have no liability to the volunteer/guest to make any refund or in respect of any other loss or damage suffered by the volunteer/guest as a result of the curtailment, suspension, alteration or the cancellation of the expedition/LOB trip caused by any event of force majeure occurring.

7.2 For the purposes of clause 7.1 “force majeure” shall mean war, threat of war, riot, civil strife, coup, industrial dispute, terrorist activity, threat of terrorist activity, hijacking, health risks, outbreak of infectious disease, quarantine, natural, man-made or nuclear disaster, fire, lightening, explosion, earthquake, storm, tempest, hurricane, flood, landslide, adverse weather conditions, bureaucratic obstacles, government or other official intervention, inability to obtain, or shortage of, fuel, power, gas, equipment transportation or product, loss, theft or damage to strategic equipment, or any other event or circumstance arising which is beyond the control of BCL.

8. Acknowledgement Of Nature Of The Expedition

8.1 The volunteer acknowledges and accepts that the expedition is designed to be primarily of scientific and educational benefit to the host country and not a traditional package holiday where timetables, itineraries and arrangements are clearly defined in advance. Flexibility of expedition timetables, itineraries and arrangements should not only be anticipated but expected. In agreeing to join and participate on the expedition the volunteer agrees to accept this flexibility and to be prepared for variation which may arise with little or no prior notice, and acknowledges the right of BCL to make alterations and variations which shall not be regarded as a cancellation for the purposes of clause 6.

8.2 The volunteer acknowledges and accepts that there is a significant element of personal risk and potential hazard involved in undertaking an expedition of the nature organised by BCL and whilst BCL aims to safeguard the volunteer's safety, it can not be held responsible for damage or injury caused by risks or hazards beyond its control.

8.3 BCL shall not be liable to the volunteer for any claim arising from discomfort or disappointment suffered from participation on the expedition.

8.4 The volunteer warrants that he/she has read the relevant BCL project guide and agrees that this shall form part of any contract between BCL and the volunteer and that he/she will comply with all obligations of volunteers referred to in those documents.

8.5 Due to the nature of the Expedition, the Volunteer acknowledges the BCL may need to make certain alterations to the Expedition, Itinerary, services, training, meals, accommodation and other arrangements. BCL may make such alterations as reasonably required at any time.

8.6 Where any alteration referred to in clause 8.5 significantly alters the content of the Expedition as originally described to the Volunteer:

(a) if the alteration is made prior to departure, BCL shall notify the Volunteer as soon as reasonably practicable;

(b) if made after departure, BCL shall notify the Volunteer as soon as reasonably practicable, and the Volunteer may terminate the Agreement and clause 5 applies.

8.7 BCL shall not be obliged to pay any compensation or refund to the Volunteer as a result of diving or marine opportunities being reduced because of changes to the Expedition made as a result of circumstances outside the control of BCL, including but not limited to climatic conditions, unexpected equipment failure and/or a Force Majeure Event, and/or made to ensure the health and safety of the Volunteer and/or of the other members of the Expedition.

9. Brochure, Leaflets & Website Information

9.1 All information published by BCL, including the BCL brochure, BCL leaflets and website, contain statements representing BCL's honest belief that the facts as shown are correct. Every reasonable effort has been made to describe fully, and as honestly as possible, the expeditions and other products offered and every reasonable attempt will be made to supply what had been described.

9.2 BCL reserves the right to make changes to its published information prior to confirming the volunteer or guest booking and, provided such changes have been notified to the Volunteer or guest prior to the volunteer/guest submitting a booking or accepted by the volunteer/guest after submission of the booking prior to BCL's confirmation, then such changes shall be binding on the parties.

10. Insurance

10.1 The volunteer/guest agrees to effect full personal medical and travel insurance and agrees to be personally responsible and liable for ensuring that such insurance cover fully meets their personal requirements and the minimum requirements as recommended on the BCL website.

10.2 The volunteer/guest acknowledges the importance of insurance provision in respect of their spouse, dependent children and/or relatives and accepts responsibility for assessing their own personal circumstances and arranging any additional insurance cover that they personally deem to be necessary.

10.3 The volunteer/guest further agrees to ensure that their insurers are aware of the type of travel and work to be undertaken during the expedition/LOB trip and accepts the insurance proposal upon such basis.

11. Medical Information

11.1 The Volunteer/guest shall submit an Expedition Medical Form and a PADI Medical Form, signed by qualified physicians, to BCL no later than one month after the date of this agreement or one month before the Expedition/LOB trip start date, whichever is sooner.

11.2 The information provided on the medical forms must be correct and complete and must include details of all pre-existing medical conditions. If, at any time after completing the medical forms and before departure, the Volunteers/Guests medical condition should change, the Volunteer/Guest must notify BCL immediately, providing full details of the relevant changes. If the Volunteer's medical condition changes after departure, the Volunteer/Guest must notify BCL immediately, providing full details. BCL reserves the right to ask a volunteer/guest to leave the project/liveaboard, should the volunteer/guest provide false information on the medical forms. In these cases, no refund/s will be due.

11.4 The Volunteer/Guest gives BCL authority to arrange any necessary medical or surgical treatments and to sign any required consent forms on their behalf in the case of an emergency. BCL shall not be liable for any medical or surgical treatment arranged or consented to under this clause.

12. Diving and Swimming Requirements

2.1 If the Volunteer/Guest has a Diving Certificate or will obtain one before departure, he/she must submit a copy of it to BCL before departure.

12.2 If the Volunteer/Guest does not submit his/her Diving Certificate in accordance with clause 12.1 or the Volunteer/Guests diving qualifications are, in the reasonable opinion of BCL, of a lower standard than stated in his/her application form, BCL may charge an additional fee for Scuba training under clause 12.2. The Volunteer/Guest must pay the additional fee to BCL before departure, or where already on the Expedition/LOB trip, immediately and directly to BCL.

12.3 If the Volunteer/Guest does not have a Diving Certificate and will not acquire one before departure, or where clause 12.2 applies, the Volunteer/Guest shall take part in Scuba training organised by BCL whilst on the Expedition/LOB trip. The Volunteer/Guest may not take part in any diving activities until he/she has successfully obtained a Diving Certificate.

12.4 The Volunteer/Guest must pass the on-site swimming test before taking part in any diving activities in or on the water.

12.5 All qualified divers joining an expedition/LOB trip must undertake a review dive with the PADI Scuba Instructor to demonstrate their dive skills, show they have the necessary buoyancy skills to undertake survey dives and prove they do not pose a safety risk to themselves and/or others. Qualified divers will not be allowed to take part in survey dives until they have passed this scuba review dive to the satisfaction of the on-site PADI Scuba Instructor.

12.6 BCL retains the right to refuse permission for a volunteer/guest to undertake survey dives with BCL if they have not met the requirements of clause 12.5

13. Transport to and from the Project Site

13.1 If the Volunteer/Guest arrives at the pre-arranged meeting point as defined on the BCL website later than required, the Volunteer/Guest must arrange and pay for his/her transfer to the project site/LOB.

13.2 The Volunteer/Guest is responsible for all transfer and repatriation costs if he/she chooses to leave Expedition/LOB trip, or if BCL asks the Volunteer/Guest to leave or the Volunteer/Guest breaks these booking terms and conditions, before his/her schedule Expedition/LOB end date. BCL will provide all reasonable assistance in organising such transfer and repatriation.

14. Passport, Visas & Vaccinations

14.1 The volunteer/guest must be in possession of a valid passport (with a minimum validity of 6 months from start date of expedition/trip) and all visas, permits and certificates required for the entire duration of the expedition/trip and must also arrange to obtain whatever vaccinations are normally recommended for the countries through which the expedition is scheduled to travel. Any information given by BCL about visas, healthcare, vaccinations, climate, clothing, baggage, special equipment and other matters is given in good faith but without responsibility on the part of BCL.

15. Compliance With Legal Requirements

15.1 The volunteer/guest agrees to comply with all legislation, visas, immigration, customs and foreign exchange regulations of the countries visited upon the expedition/trip. In the event of a contravention by the volunteer/guest of the laws of any country through which the expedition/trip travels, BCL shall have the right to require the volunteer/guest to leave the expedition/LOB trip within 24 hours notice and no liability on the part of BCL shall arise whatsoever.

15.2 The volunteer/guest agrees that BCL shall offer no refunds if the volunteer does not comply to clause 15.1 and that the volunteer will not pursue any legal action against BCL.

16. Participation & Behaviour

16.1 The volunteer/guest acknowledges that the expedition/LOB aims to obtain useful information to assist the preservation of the natural environment under observation during the expedition and that therefore the volunteer/guest expects to work under the supervision of the BCL staff in a conscientious manner in order to assist in the compilation of this information.

16.2 The volunteer/guest agrees to fully abide by all reasonable rules, regulations and instructions issued by BCL, including but not limited to those stated on the BCL website and those from the BCL staff.

16.3 The volunteer/guest agrees to abide by the authority of the BCL staff and to follow all of his/her reasonable instructions.

16.4 The volunteer/guest will indemnify BCL against any damage or loss whether suffered or incurred by BCL, its staff, other volunteers/guests, members of the local community or otherwise, arising from the volunteers or guests actions or omissions.

16.5 BCL reserves the right, in its absolute discretion, to terminate the volunteers or guests expedition or trip if the volunteer or guest commits any illegal act on the expedition or trip, or the volunteers or guests behaviour likely, in the opinion of BCL or its employees or agents, to cause distress, damage, annoyance or danger to its employees, other volunteers/guests or to any third party or their property.

16.6 In the event of clause 16.5, the BCL staff may require the volunteer/guest to leave the expedition/LOB trip within 24 hour's notice and BCL will have no further responsibility or liability for the volunteer/guest whatsoever, including any arrangements for travel or accommodation, and will not provide any refunds of monies paid by the volunteer/guest to BCL. Furthermore, BCL will be under no obligation whatsoever to pay the volunteer/guest compensation or cover any costs the volunteer/guest may incur as a result of having to make alternative arrangements.

17. Complaints

17.1 In the event that the volunteer/guest wishes to make a complaint in relation to the expedition/trip, the volunteer/guest will first ensure that the matter has been brought to the immediate attention of the BCL staff who will respond by seeking to resolve the complaint as soon as reasonably possible.

17.2 In the event of an unresolved serious complaint, the volunteer/guest must first complete a full written report detailing the nature of the complaint before departure from the expedition/trip. This report must be signed and dated by the volunteer/guest and the BCL staff and a copy provided to the volunteer/guest prior to departure. The volunteer/guest should then notify BCL of their complaint by letter within 28 days of their return and include a copy of the report made prior to their departure from the expedition/trip.

17.3 The volunteer/guest acknowledges that it is unreasonable to take no action or fail to report their complaint to the BCL staff whilst on the expedition/trip but then to write a letter of complaint upon return. It is therefore a condition of booking that the volunteer/guest communicate any problem to the BCL staff and follow the procedures as laid out in clauses 17.1 and 17.2. If the volunteer/guest fails to follow these procedures, the volunteer/guest accepts that BCL cannot be held responsible or liable as the volunteer/guest will have deprived BCL of the opportunity to investigate and rectify the problem during the course of the expedition/trip.

17.4 The volunteer/guest agrees that under no circumstances shall BCL be liable for damages or compensation arising from that part of any claim related to the assessment of inconvenience, discomfort, disappointment, loss of enjoyment or as a consequence of any event of force majeure occurring.

18. Data Protection & Copyright

18.1 The volunteer/guest acknowledges and accepts that all information and data collected by the volunteer/guest during the expedition/trip is for the exclusive use of BCL and that BCL retains full and exclusive copyright, publishing and commercial rights in, and complete editorial control over, this information and data.

18.2 The volunteer/guest waives all rights in relation to the data and information collected by them during the expedition/trip and agrees not to duplicate in any form, publish, render public or make use in any other way of data and information they have collected during the expedition/trip, unless expressly permitted to do so in writing by a serving director of BCL.

18.3 The volunteer/guest agrees that any written, video, film or photographic works they may be asked to make by BCL during their expedition/trip shall be copyright to BCL and may not be duplicated or used for any purpose whatsoever by the volunteer/guest unless expressly permitted to do so in writing by a serving director of BCL. The volunteer/guest waives any right to be identified as the author or creator of any such works.

18.4 The volunteer/guest authorises and permits without charge BCL to use, publish and sell any information, reports, data, video, film and photographic works collected by the volunteer/guest during the expedition/trip, including any video, film or photographic images that may include the volunteer or guest.

19. Variation, Conflict & Jurisdiction

19.1 No servant or agent of BCL can vary or waive these conditions and no variation of these conditions will be effective unless it has been signed by a serving director of BCL.

19.2 In the event that any of the provision of these conditions are held to be invalid under any applicable statute or rule of law, such provisions will be omitted without affecting the validity or enforceability of any remaining clauses.

19.3 In the event of any conflict between any of these conditions and any other document issued by, or on behalf of, BCL these conditions shall prevail, unless otherwise stated in writing.

19.4 These conditions, and any matters arising from them, are governed by and construed in accordance with English Law and are subject to the exclusive jurisdiction of the Courts of England and Wales.
