

# TERMS AND CONDITIONS

**Tour Operator:** Divers Training & Supply, Inc. (P.O. Box 11592 Charleston, W.V. 25339) has arranged the vacations advertised in this brochure / flyer.

**Reservations and Payments:** A deposit of \$500 per person should be made by check, payable and sent to: Divers Training & Supply, Inc. P.O. Box 11592, Charleston, WV. 25339. Final payment must be received 65 days prior to departure. Reservations made within 65 days of departure require payment in full at time of booking.

**Travel Documents:** Documents will be mailed or delivered approximately 14 days prior to departure date. Documents cannot be released until full payment has been received. Documents delayed because of late payment will be subject to a special handling fee of \$ 50.

**Changes:** A \$50 per person fee will be charged for any changes made to the booking after the reservation is confirmed. Once a tour begins, any changes made by the participant are the responsibility of the participant. Change fee will be waived if caused by airline-originated schedule changes. Vacations will be re-priced at the price in effect at the time the change is made, which may result in a price different than the one quoted at the time of booking.

## **Cancellation and refund charges:**

Outside 65 days prior to departure: \$25.00 per passenger  
64 to 46 days prior to departure: 50 % per passenger  
45 to 0 days prior to departure: 100 % per passenger

Any unused prepaid transfers of sightseeing arrangements are non-refundable. In all cases, cancellation fees will apply and are non-refundable for any reason, including sickness or other emergencies. Once a tour begins, any change made by a participant is the responsibility of the participant and any refund for unused features are subject to reimbursement by the supplier and the tour operator. All requests for refunds must be made in writing and sent (return receipt) to the operator. Operator will remit any refund to the participant within 30 days after receipt by the tour operator. All appropriate receipts and documents must accompany the refund request. These changes are in addition to the possible non-refundable cost of certain airline tickets or other tour features, based on the policies of the various suppliers. You are responsible for any additional cancellation charges assessed by airlines, hotels and/or other contractors if cancellation is received during the last 21 days prior to departure. Once a vacation has begun, there will be no refunds made for any unused or partially used D.T.S. features or services. All refunds of unused air transportation, at all times, are subject to the carrier(s) tariff rules. In all cases, cancellation fees will apply and are non-refundable for any reason, including sickness or other emergencies. D.T.S. reserves the right to cancel any vacation prior to departure, for reasons including insufficient numbers of participants. Should this happen refunds will be made without obligation.

**Aircraft, Flight Changes and Delays:** Flight delays are unfortunate, but are an inherent risk of any air travel and are completely outside of the control or responsibility of D.T.S. Participant(s) may reserve the right to personally hold the airline responsible.

**Limit of Liability:** By booking one of these tours, you acknowledge that in all events D.T.S. shall not be liable for any consequential damages and that the sole extent of D.T.S.'s liability shall never exceed the amount actually paid by you to D.T.S.

**Cancellation Protection Policy:** Though not mandatory, we strongly suggest that you purchase trip cancellation protection to protect you in case the unforeseen should occur. Details of trip cancellation can be sent to you upon request.

**Passports:** All passengers are required to possess and to carry on their person at all times during travel, a valid U.S. Passport and appropriate travel documents.

**Air Transportation:** All air transportation fluctuates based on the time you book your individual fares. Generally speaking, the closer you get to the trip departure date, the higher the rate. Watch the sights and time you booking to get the best rate. Day and departure may change to reflect schedule changes in flight itineraries of booked air transportation. Check the carriers web site to know the accurate scheduled time of flight departures.

**Prices:** All prices reflect current rate in effect at time of printing and are subject to change without notice. While every effort is made to insure the accuracy of our prices in print and when quoted by telephone, D.T.S. reserves the right to make subsequent adjustments if it is discovered that a particular price was shown or quoted incorrectly.

**Price Includes:** Price includes all items specifically listed in the brochure or flyer under \*All Tours Include\*. Certain secondary features (i.e. free sports, etc.) are based on supplier policy and may be changed, added or deleted after printing of the brochure / flyer.

**Price Does Not Include:** Items not mentioned in the brochure / flyer as being included, but not limited to tips for personal services, baggage charges, fuel surcharges, departure taxes, certain meals not included, beverages, insurance, telephone calls, laundry service, cleaning and other items of a personal nature.

**Baggage:** Neither D.T.S. nor any selling agent shall be held responsible for lost, delayed, overweight or special equipment charges, or damaged baggage.

**Claims / Complaints:** Should you have a complaint while on your D.T.S. tour, you must write to D.T.S.'s Customer Service Department within 21 days of the completion of your tour.

**Responsibility:** The responsibility of D.T.S. is limited. As the tour operator, D.T.S. organizes, promotes and sells tour programs consistent of certain travel services, including but not limited to, surface transportation and hotel accommodations which D.T.S. purchases or reserves from various suppliers. The suppliers providing travel services for D.T.S. programs are independent contractors and are not agents or employees of D.T.S. or any subsidiary company. To the extent that D.T.S. may be involved in the sale of air transportation, D.T.S. is not an agent of the air carrier. For all other purposes, D.T.S. does not act as an agent for any party whatsoever. D.T.S. is not responsible for the willful or negligent acts and / or omissions of such suppliers of any air carrier or their respective employees, agents, servants, or representatives including, without limitation, their failure to deliver or their partial or inadequate delivery of services. All vouchers, receipts, and tickets are issued subject to the terms and conditions specified by suppliers. By utilizing the services of the suppliers, you agree that neither D.T.S. or any of its subsidiaries, affiliates or representatives shall be liable for any accident, loss, injury, or damage to you or those traveling with you in connection with any accommodation, transportation, or other services or resulting directly or indirectly from any occurrence or conditions beyond their control including but not limited to acts of terrorism, strikes, theft, delay or cancellations or changes in itinerary or schedule. These tour programs are planned in advance. If between planning time and actual tour operation, circumstances beyond D.T.S.'s control require changes, D.T.S. reserves the right to vary itineraries and substitute components of your programs. Remember that all travel documents are your responsibility. The right is reserved to decline to accept or retain any person as a participant in a D.T.S. tour at any time prior to departure or during the course of the tour. In the unlikely event that the services or accommodations are not available as stated due to reasons beyond D.T.S.'s control, every effort will be made to provide services or accommodations of equal standard and quality, for your safety and convenience.

**Proof of Citizenship:** Possession of proper documentation is solely the responsibility of the passenger. Failure to provide required documentation may lead to delay or denial of boarding & No refunds issued.

**I have read and understand all conditions of this contract and I agree to its terms.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

