



# TERMS & CONDITIONS

The terms and conditions of Ocean Legends Tours, based in Amsterdam, shall apply to all quotations, offers, tours and products from Ocean Legends Tours. Deviation from any of these conditions will only be binding if Ocean Legends Tours has thus stated it within a written agreement.

Ocean Legends is a member of the Dutch travel association GGTO, which is a travel association for small specialist tour operators. The GGTO Travel Refund Guarantee fund and financial protection scheme ensures that you will be entitled to a refund of the already paid portion of your tour price if the tour operator is in financial insolvency, and your holiday can no longer go ahead. This may be before your departure, but also during your stay on location. Additionally, GGTO refunds the costs of flights back home, when Ocean Legends can no longer take care of this due to financial insolvency. To maintain the fund, there is a small fee of € 15,- per booking.

## DEFINITIONS

<i>Travel Agreement:</i>	The agreement Ocean Legends Tours is committed to in providing a pre-arranged tour, which includes transportation and/or accommodation and/or other tourist services.
<i>Traveler:</i>	The client that acts as a contact person for a party of one or more persons.
<i>Mediator:</i>	Agent, booking agency, company or person that mediates between the traveler and the tour operator in the conclusion of the travel contract.
<i>Tour operator:</i>	Ocean Legends Tours, established in Amsterdam Brederodestraat 76-3 (1053 ZE), registered at the Chamber of Commerce in the Netherlands under the number 59908033
<i>Office hours:</i>	Monday to Friday from 10:00 to 17:00 pm, excluding public holidays.

## ARTICLE 1 - ESTABLISHMENT OF AGREEMENT

1. All offers from Ocean Legends Tours are non binding and will remain valid for the period prescribed in the offer, usually 10 working days. After acceptance or completion of the agreement the traveler will receive as soon as possible a confirmation in writing or via email, accompanied or in the form of an invoice.
2. The booking of a tour is not final until it is confirmed by Ocean Legends and the deposit (25% of the price) is received. Once the booking is confirmed, the booking can only be canceled according to the cancellation policy as stated in Article 13 of these terms and conditions.
3. The offer from Ocean Legends Tours can be adjusted or revoked. This would only be done with a valid reason and in reasonable time, but no later than seven working days after acceptance of the offer.
4. Ocean Legends Tours has the right to terminate the agreement with immediate effect if the number of participants is less than the required minimum amount of 4 people. If the tour is withdrawn, we will notify you in writing or via email no less than 6 weeks prior to departure. The traveler may, if desired, choose a alternative tour. Any additional costs for the alternative tour will be on his/her account. Should the alternative tour be cheaper, the difference will be refunded to his/her account. If the traveler wishes no alternative, any money paid on the booking will be refunded.
5. The person acting on behalf or for the benefit of another person enters into an agreement (the mediator), is jointly and severally liable for all obligations arising from the agreement. All communication (including payments) will solely be done through the mediator.



6. On medical grounds, deviations or changes may be required to the tours offered by Ocean Legends Tours. People with medical conditions need the express written consent of Ocean Legends Tours. Ocean Legends Tours has in that case, the right to adjust the fare for the service provided to properly execute the tour which would be on his/her account.
7. Ocean Legends Tours reserves the right to change routes, itinerary and accommodation if the need arises.

## ARTICLE 2 - PAYMENT

1. Upon conclusion of the travel agreement, a deposit of 25% of the total amount must be paid. This payment must be made within 7 days of receipt of the invoice on the account number NL96RABO 0153747595 in the account holder's name of Ocean Legends Tours.
2. The remaining amount must be paid no later than six weeks before the day of departure to Ocean Legends Tours.
3. In case of late payment, the traveler or mediator will be in default. He/she will then be notified on behalf of Ocean Legends Tours by written or electronic means, after which he/she still has the ability to pay the amount due within 2 days. If payment is still not made, the contract is canceled. In that case, Ocean Legends Tours has the right to charge a cancellation fee which will be deducted from the monies already paid.
4. If the travel agreement is reached within 42 days before the day of departure, the entire amount must be paid immediately.

## ARTICLE 3 - TOUR PRICES

1. The published prices are per person, based on sharing a two person room or tent, unless otherwise indicated. This includes the services and facilities listed in the publication. A single room can be booked if possible, at a surcharge.
2. Ocean Legends Tours has the right to increase its prices, up to 42 days before the day of departure, associated with changes in transportation (including fuel costs), taxes, fee increases and exchange rates. Ocean Legends Tours will indicate how the increase is calculated. If the full amount has been paid, the fare can not be changed.
3. The traveler can reject the increase, which allows Ocean Legends Tours to cancel the contract. The traveler will then receive back the amount already paid, excluding the 25% deposit, or if the tour has already been partially undertaken, a proportionate part thereof.
4. Not included in the prices are: Airline tickets, visa fees, scuba diving permits, PADI scuba courses, scuba dives, scuba dive packages, PADI license fees, scuba equipment rentals, fees for extra luggage (airlines), gratuities, personal expenses (drinks, souvenirs, etc.), extra optional activities, travel insurance, scuba diving insurances, cancellation insurances and vaccinations.

## ARTICLE 4 - LOCAL PAYMENTS

1. In addition to the tour price, as stated in the itinerary of Ocean Legends Tours, the traveler is also required to pay for the Food-kitty. This money is used for communal meals which are not included in the price. If the traveler fails to pay this, he/she will not be able to participate in the meals.
2. The extra optional activities, scuba dives, scuba dive packages and PADI courses will be locally paid in cash to the Ocean Legends tour guide(s). Ocean Legends will act as an intermediary between the suppliers and the traveler in regards of payments to the scuba diving and extra optional activities.

## ARTICLE 5 - INFORMATION & TRAVEL DOCUMENTS

1. On receipt of the deposit, the traveler shall be issued with Ocean Legends' suggested kit list and pre-departure information documents which will supply the client with a guide as to what to bring along as well as further useful information. It is the responsibility of the traveler to read and understand these documents before traveling.
2. The traveler is solely responsible for having the required documents, such as complying with all the requirements for the validity of their passport and any required visas. The traveler is also to furthermore ensure the responsibility to obtain all the necessary vaccinations and prophylactics in time.



3. The traveler or mediator is to provide Ocean Legends Tours before or no later than the conclusion of the Agreement; all information about themselves and their fellow travelers which may be necessary in the conclusion or implementation of the agreement in the form of a name, address / telephone number / email address / and regarding health (whether by completing a questionnaire), physical and/or mental condition (including use of medication, drugs, alcohol, limited mobility) as this may cause inconvenience, danger or risk to the traveler or other travelers. They are also to mention any dietary or other details regarding the nature or composition of their notified group of travelers which may be of interest to Ocean Legends Tours for the proper execution of the tour. Ocean Legends Tours reserves the right to request a medical certificate. Ocean Legends Tours will try to accommodate, where possible, a person with a medical conditions unless this can not be done in all reasonableness. Any expenses incurred as a result of this will be charged to the traveler.
4. Travelers of certain nationality may possibly have to adhere to certain conditions regarding passports and/or visas. Ocean Legends advises travelers to address inquiries timely. Ocean Legends also advises the traveler to acquire any necessary passports and/or visas in time.
5. Ocean Legends Tours is not liable for any case that the passenger is unable to participate in the tour, or parts thereof, as a result of deficiencies in their (valid) travel document.

## ARTICLE 6 - TRAVEL DOCUMENTS & INFORMATION

1. Ocean Legends Tours stelt de benodigde reisbescheiden uiterlijk 42 dagen voor de dag van vertrek in het bezit van de reiziger, tenzij dit redelijkerwijs niet van Ocean Legends Tours kan worden gevergd.
2. Ocean Legends Tours will send via email the required itinerary & essential travel information no later than 42 days prior to departure, unless this can not reasonably be expected from Legends of Ocean Tours.
3. If the traveler has not received any of the required itinerary & travel information within 42 days prior to departure, he/she must immediately notify Ocean Legends Tours.

In the event that a tour is booked within 42 days before the day of departure, Ocean Legends Tours or the mediator will notify the traveller to when and how the required itinerary & travel information will be made available to the traveller. If the traveler has not received it, he must immediately notify Ocean Legends Tours.

5. Ocean Legends Tours arranges no flight tickets, this needs to be arranged by the traveller themselves. Ocean Legends Tours will help the traveller in determining the correct departure and arrival dates.

## ARTICLE 7 - THE TRAVEL OFFER FROM OCEAN LEGENDS TOURS

The offer in our brochures and website is non-committal and can be revoked when necessary. We can not be held liable for obvious errors and/or mistakes on the travel offer, directions and other publications. We are not responsible for photos, brochures and any other information issued by third parties.

## ARTICLE 8 - DURATION AND PROGRAMS

1. The program stated on the itinerary of Ocean Legends Tours is indicated in whole days. With the days of departure and arrival, regardless of the time, counted as a whole day. The dates listed in the program are considered final days of departure and arrival.
2. Incidental or structural changes in timetables and flight schedules of airlines can change the travel time. Excluding claims made by the traveler on travel and/or cancellation insurance, the passenger is not entitled to a refund from Ocean Legends Tours or a portion of the fare if the departure time differs from the initial time, as a result of said changes.
3. Ocean Legends Tours is not liable for damages resulting from delays. If during the tour the journey time is prolonged due to these changes, the cost for the extra accommodation of up to 36 hours, will be covered by Ocean Legends Tours. All costs arising from a delay of more than 36 hours shall be on account of the traveler.
4. When the number of participants on a tour will be between 4 and 8 people, the tour may be executed with a substitute vehicle which is more suitable for smaller groups, without any additional charges.

3.

## ARTICLE 9 - CONDITIONS AND APPROPRIATENESS OF PARTICIPATION

2. The traveler or mediator has a duty when booking, to immediately bring to the attention of Ocean Legends Tours the relevant personal details of themselves and/or persons for whom he/she enters the travel agreement into, for the proper execution of the tour (for example, age, disability, chronic illness, diet).

3. Due to the physicality and youthful mentality which prevails on Ocean Legends Tours' tours, they are generally not suitable for people over 55 or disabled travelers. These travelers may make a special request, though a medical certificate may be requested to state that the passenger is fit and healthy to undertake the tour.

4. The tours are not suitable for children between 0 and 15 years (a special request for a private tour with children is possible). Young people between 16 and 18 years are welcome but must be accompanied by a parent or guardian.

5. If the traveler, at the conclusion of the travel agreement, has given certain preferences regarding the service provided by Ocean Legends Tours, Ocean Legend Tours will do the utmost to fulfill these given preferences. To this, despite any indication given on the itinerary, no rights can be derived.

In order for a traveler to take part in any PADI courses and scuba diving activities, a Medical certificate is required. Travelers partaking in any scuba diving activities are also required to complete and sign the all appropriate PADI forms at the start of the tour.

## ARTICLE 10 - EXCLUSIONS FROM PARTICIPATION

2. If there is any reasonable doubt about the suitability of a traveler, Ocean Legends Tours reserves the right to change the travel choice in consultation with the traveler or not to allow the traveler on a tour, and to refuse a booking.

Ook na boeking van een reis behoudt Ocean Legends zich het recht toegang het deelnemerschap van de reis te ontkennen of vervroegd naar huis te doen afreizen. Redenen kunnen zijn:

Even after booking a tour, Ocean Legends Tours reserves the right for travelers not to depart on a tour or to the early termination of a traveler's participation on a tour before the conclusion of the tour. Reasons include, but not limited to:

- Incomplete or incorrect information on health, disability or medical records;
  - The traveler does not abide by the laws and customs of the countries visited.
  - Improper conduct that decreases the holiday pleasure of other travelers;
  - Have not meet the financial obligations associated with the booked tour;
3. - Do not have the appropriate travel documents.

If Ocean Legends Tours is forced to prematurely terminate a traveler's participation of a tour, Ocean Legends Tours will bring the extra costs involved into account for the traveler.

## ARTICLE 11 - AMENDMENTS BY THE TRAVELER

2. After conclusion of the contract, the traveler can change the request up to 42 days before departure. An important condition is that the traveler meets the revised price and modification costs of € 50, less any monies already paid. The application will be decided as soon as possible but no later than 7 days after Ocean Legends Tours receive the request.

3. The traveler will be notified immediately of the rejection of the amendments, with given reasons. The traveler may retain the original agreement or cancel with accordance to the terms in Article 13.

Modification to the departure date, or reduction in the number of partaking travelers, will be considered as a (partial) cancellation to which Article 13 applies. In this case, no amendment or communication fees are due.

## ARTICLE 12 - SUBSTITUTIONS

2. One traveler may substitute another traveler. For this, the following conditions apply: the substituting traveler meets all the conditions attached to the travel agreement; the request for substitute is submitted no later than 7 days before departure, or within sufficient time that the required proceedings and formalities can be performed. The additional costs involved are to be paid entirely by the travelers involved plus amendment fee of € 50.



The mediator, the traveler and the substitute are jointly and severally liable to Ocean Legends Tours for the payment of the outstanding fare or part thereof.

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## **ARTICLE 13 - CANCELLATION BY THE TRAVELER**

If a contract is canceled by the traveler, the following cancellation fees apply:

2. - Cancellation up to the 43d day before the day of departure, the deposit of 25% of the fare;
- Cancellation from the 42nd day until the 15th day before the day of departure: 50% of the fare;
- Cancellation from the 14th day until the 8th day before the day of departure: 75% of the fare;
- Cancellation less than 8 days before the day of departure: full fare.

3. The traveler who cancels the travel agreement, is held in accordance with the provisions to comply with the cancellation costs in the preceding paragraph.

4. For a traveler to eliminate this risk, Ocean Legends Tours strongly recommend a cancellation insurance.

If no cancellation occurs, but the traveler chooses a substitution, the conditions in accordance with Article 12 shall apply.

Cancellations made outside the office hours of Ocean Legends Tours, shall be deemed to have been made on the following business day.

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## **ARTICLE 14 - CHANGES AND CANCELLATION OF THE TRAVEL CONTRACT BY OCEAN LEGENDS TOURS**

Due to the local conditions, particular countries and the active nature of the tours offered by Ocean Legends Tours, it may occur that certain adjustments are needed in the itinerary, before or during the tour. Changes in itineraries caused by persistent bad weather, also fall within the scope of this article. The adjustments (within reasonable limits) may require the use of another airport, another means of transport (where possible, of the same type), etc. Ocean Legends Tours undertakes to limit any adverse impacts on the traveler as much as possible. Such changes in the itinerary may result in exceptional cases where routes, excursions, accommodation and local transport differ from those indicated in the publication. Ocean Legends Tours is then obliged to provide alternatives to fulfill the nature of the tour as much as possible. In these circumstances it may happen that the tour operator and the traveler comes to a new agreement in respect of the relevant part of the travel agreement, which will be considered as part of the original travel agreement.

2.

The changes referred to in Article 14.1 shall be considered as amendments within the meaning of Article 502 in Book 7 of the Dutch Civil Code according to Council of European Communities on package holidays. The traveler can only reject the change if there is a reasonable alternative available and if the change will have more than negligible disadvantage to him/her. The said changes will have no impact on the fare, unless otherwise agreed, or the traveler will have grounds for a claim of compensation against the tour operator.

3.

The tour operator has the right to change the travel agreement on any essential point for important reasons. In that case, the traveler is entitled to an alternative, at least equivalent tour, or a refund (of the already paid portion) of the amount or a proportionate part thereof if the tour has already been partially undertaken. If the traveler wishes to exercise his right to a refund, he must notify Ocean Legends Tours within 48 hours after the change comes into effect.

4.

5. The traveler will be notified immediately in the event of any changes in the travel agreement as mentioned in Article 14, and the circumstances that give rise to these changes.

Where the amendments referred to in Article 14 occur after the departure of the traveler, the tour operator will ensure that appropriate alternative measures will be taken with a view to continue the tour. In case it is impossible for the tour operator to make such an arrangement, or in case the traveler for valid reasons does not accept the alternative arrangements, the tour operator will ensure that the traveler returns to the place of departure or to another agreed destination.

6.

In case of force majeure, including terrorism and bombings, war, political unrest, natural disasters, extreme weather conditions, strikes or non-fulfillment of commitments by airlines, Ocean Legends Tours has the right to terminate or change the travel agreement as mentioned in this article, within 30 days prior to departure and during the tour. The traveler will be notified without delay about these amendments. The traveler has no grounds of claims against Ocean Legends Tours due to any conditions as mentioned above.

7.

Ocean Legends Tours is not a member of a calamity fund and therefore the traveler can not hold Ocean Legends Tours to the terms of a calamity fund. If the Ministry of Foreign Affairs issues a travel warning, Ocean Legends Tours will act upon this advice, in this case Article 14 paragraph 6 shall apply.

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## **ARTICLE 15 - LIABILITY AND FORCE MAJEURE**

2. Ocean Legends Tours is obliged to execute the travel agreement to the reasonable expectations of the traveler, according to the travel agreement.

If the tour is not in accordance with the expectations, then Ocean Legends Tours is obligated to reimburse the traveler for which he/she consequently suffers, unless the failure is not to be attributed to Ocean Legends Tours, or to any person assisting Ocean Legends Tours in the implementation of the travel agreement when:

- a. the failure of the implementation of the travel agreement is attributable to the traveler;
- b. the failure to implement the travel agreement is attributable to a third party not involved in the provision of the services involved in the contract; or
3. c. the failure in the implementation of the travel agreement is due to force majeure or an event that Ocean Legends Tours or any person assisting Ocean Legends Tours in the implementation of the travel agreement, with all due care, could not foresee or prevent.
4. Force majeure means unusual and unforeseeable circumstances beyond the control of Ocean Legends Tours and the consequences of which, despite all precautions, could not be avoided.

5. When Ocean Legends Tours is liable under this article, its liability shall be limited or excluded in accordance with the applicable international treaties. Ocean Legends Tours accepts no liability for damages of which a claim is made under any insurance.

6. Any liability of Ocean Legends Tours, for whatever reason, - except in the case of death or injury - will be limited to 1x tour price for material and financial loss and up 1x tour price for loss of enjoyment.

Ocean Legends will contract local suppliers to deliver the scuba diving and extra activities as stated in the itinerary. Ocean Legends has no control over these suppliers and can not be held responsible for their actions or lack thereof, as well as for any publications issued by the supplier.

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## ARTICLE 16 - ASSISTANCE

2. Ocean Legends Tours is, depending on the circumstances, required to respond and aid the traveler if the tour does not meet the expectations that it could reasonably have pursuant to the agreement.

3. If the cause is to be attributed to the traveler, Ocean Legends Tours is to provide the required aid and assistance only so far as it can reasonably be required. In this case, the cost of the aid and assistance will be on behalf of the traveler.

4. The cost of aid and assistance to the traveler shall only be borne by Ocean Legends Tours if the failure to perform may be attributed to Ocean Legends Tours.

Ocean Legends Tours should be informed about questions regarding aid & assistance as soon as possible

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## ARTICLE 17 - OBLIGATIONS OF THE TRAVELER

2. The traveler is required to comply with all instructions of Ocean Legends Tours in promoting the proper execution of the tour and is liable for any damages caused by his/her unlawful conduct.

3. The traveler that may cause a hindrance or nuisance which may cause difficulty in the proper execution of the tour, may be excluded by Ocean Legends Tours from continuing with the tour. Any resulting costs will be borne by the traveler, if and insofar as the effects of the hindrance or nuisance can be attributed to him/her. If and insofar as the cause of the exclusion can not be attributable to the traveler, a refund of the fare or a part thereof will be granted.

4. The traveler must make themselves aware through the various government agency warnings and advisories with regard to the safety of countries and areas through which they'll be traveling and to make their own decisions accordingly.
5. The traveler must reimburse Ocean Legends Tours for any expenses incurred on behalf of the traveler.

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The traveler shall be responsible for all baggage and personal effects brought by him/her on the tour, and Ocean Legends Tours shall not be liable for any loss or damage to such baggage or personal effects.

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## ARTICLE 18 - COMPLAINTS AND DISPUTES

A failure in the implementation of the travel agreement should be reported as soon as possible so that a solution can be found locally. For this, the traveler should - in this order - report to: the supplier, the tour leader or, if not present or accessible, the tour guide. If the problem is not locally resolved to satisfaction, the traveler must immediately notify Ocean Legends Tours in writing through a complaint report and signed by the supplier and traveler on location. If the traveler has not complied with the reporting obligation and neither the service



2. provider nor Ocean Legends Tours has therefore not been able to remedy the shortcoming, the complaint will not be considered and excluded to any right of compensation.
3. If a complaint has not been resolved to satisfaction, the traveler must, no later than one month after the end of the tour, submit a report in writing with his/her signature to Ocean Legends Tours and provide the reasons for the complaint. If the traveler fails to submit the
4. complaint in due time, it will not be processed by Ocean Legends Tours. Ocean Legends Tours will provide a substantive response no later than one month after receipt of the written complaint.

All disputes, which are also considered as such by one of the parties, that occur as a result of any agreement entered into with Ocean Legends Tours, can only be judged according to the rules of the absolute competence jurisdiction, unless Ocean Legends Tours and the traveler have agreed to submit the dispute to arbitration.

## ARTICLE 19 - INSURANCE

Ocean Legends Tours strongly recommends the traveler to close travel and cancellation insurance. In the event of the traveler partaking in scuba diving activities, the traveler must be in possession of scuba dive insurance which must include comprehensive cover for any medical or rescue expenses incurred while scuba diving, including provision for air evacuation, as well as for any loss of scuba dive equipment, and that Ocean Legends Tours shall not be liable for any consequences, damages or loss as a result of the client failing to have the necessary cover

## ARTICLE 20 - APPLICABLE LAW

Dutch and EU law applies to contracts concluded on the basis of these terms and conditions amended or supplemented, except by virtue of mandatory rules, other laws may apply.