

TO

SABAH DIVERS

WHOLLY-OWNED BY BORNEO ANCHOR TRAVEL & TOURS SDN BHD

AGREEMENT ON OPEN WATER DIVER CERTIFICATION COURSE

A SWIM TEST

- Agree I confirm that I can swim 200 metres non-stop in any style I like. I can tread water or keep myself afloat without any aid for 10 minutes.
- Agree I understand and agree that when I sign up for the 3 days Open Water Diver certification course there will be a swim & survival test which I must pass.
- Agree If the instructor forms the opinion that I cannot swim or if I fail the swim test I will have to discontinue the course. In the case of any dispute whether I pass the swim test, the decision of the instructor shall be final.
- Agree I understand & agree in the event I have to discontinue the course there will be no refund of any part of the course fee paid.

B EXPRESS AGREEMENT & UNDERTAKING ON OUR DIVING EQUIPMENT USE

- Agree Currently, Sabah Divers provide free of charge, on a courtesy basis, the use of SCUBA diving equipment. The exception is the use of prescription mask & personal dive computer –PDC..
- Agree The student hereby agrees to use the diving equipment with utmost care & consideration. Any damage or loss of the diving equipment caused by the student or the student’s recklessness, carelessness or neglect shall be paid by the student in full.

C OTHERS

- Agree I understand & agree that my enrolment & attendance on the course does not guarantee that I will automatically pass the course.
- Agree I have read & understood the terms & conditions of Borneo Anchor Travel & Tours Sdn Bhd which are applicable.
- Agree If for any reason the instructor is of the opinion that I cannot perform any of the necessary skills or test in the Open Water Diver certification course I will have to discontinue the course. I understand that I will not be entitled to the refund of any course fee paid. If the instructor is of the opinion that extra training is required, additional charges apply.

DATED THIS

DAY OF

YEAR

SIGNED BY :
NAME :

WITNESSED BY :
NAME :

NATIONALITY :
PASSPORT NUMBER :
DATE OF BIRTH :
PHONE NUMBER :
HOME ADDRESS :

NATIONALITY :
PASSPORT NUMBER :
DATE OF BIRTH :
PHONE NUMBER :
HOME ADDRESS :

NAME OF HOTEL IN
KK & PHONE NUMBER :

EMERGENCY CONTACT

NAME :
RELATIONSHIP :
PHONE NUMBER :
HOME ADDRESS :

BORNEO ANCHOR TRAVEL & TOURS SDN BHD

TERMS AND CONDITIONS

PAYMENT

1. No tour or booking is confirmed unless full payment is received by us and we provide a confirmation in writing of the same which may be shown by our official receipt.

CANCELLATION

2. For any tour or booking cancellation more than 60 days before the commencement date there shall be a cancellation charge of 50% of tour or package price. For any cancellation, even if the cancellation is more than 60 days before the commencement date of any tour or booking where there is accommodation or other charges involved which we have confirmed and/or paid for, no refund shall be given for the amount related to the accommodation or charges. For any tour or booking cancellation fewer than 60 days before the commencement date there shall be a cancellation charge of 100% of tour or package price. Any cancellation shall be made by the guest to us in writing and signed by the guest. We shall be entitled to demand the guest's personal details in order to verify identity. Any refund less bank charges will be made in cheque or bank draft within 60 days of cancellation notice received and verified by us.

NO SHOW & OTHERS

3. No refund shall be given for no show by guest. No refund shall be given for any unutilized part of tour or booking. No refund shall be given for any part of tour or booking unperformed or not used due to the lateness/inpunctuality of the guest, due to the guest's ill health or health issues, due to the weather or due to any other circumstances beyond our control.

NO EXCHANGE

4. No exchange of tour or booking or any part thereof for other tour or booking or any part thereof shall be allowed.

NO POSTPONEMENT

5. No postponement or change of date or any amendment of tour or booking or any part thereof shall be allowed.

FAILURE TO EXECUTE ARRANGEMENTS & LIABILITY RELEASE

6. We shall not be responsible or held liable for failure to execute arrangements specified or unspecified herein directly or indirectly in consequence of war, strikes, riots and Acts of Gods or of nature or of conditions beyond our control or that of our principal, agent, subcontractor, assign or employee. We act only as agents for hotels, transport carriers, passenger boats, airlines, tourist offices and other contractors & suppliers and as such, shall not be responsible for any irregularity, cancellation, withdrawal, delay, loss, damage, accident, changes of airplane schedules, strikes, political or civil commotion etc caused by or arising from circumstances beyond our control. We reserve the right to change the itineraries with or without notice if found to be in the best interest of all concerned; and no refund shall be allowed.

NOTICE TO GUESTS

7. Guests are responsible to arrange their own personal accident, travel, health & other insurance before going on tour. Guests are advised of the inherent risks involved in certain adventurous tours such as mountain climbing/trekking, scuba diving, white water rafting, jungle trekking, etc. Guests are hereby advised to refrain from taking too much cash with them when going on tour, diving or to the islands. We are not responsible for guests' personal belongings inclusive of cash, credit cards and camera or for any loss or damage thereof. Guests are required to sign liability release and/or indemnity forms for certain tours such as scuba diving and white water rafting. We reserve the right to terminate and/or to cancel and/or to withdraw the tour or booking or any part thereof or demand that guest leave the tour party for any breach of the terms and conditions or under any circumstances where we find it to be in the best interest of all concerned particularly in view of the mental or physical condition or health, safety and/or comfort of the guest or others; and no refund shall be allowed.

APPLICABLE LAW

8. For any dispute, action or other matter arising under the tour or booking: It is expressly agreed and declared that the proper law is and the parties hereby agree to be governed by the laws of Malaysia and according to the laws and procedures of Malaysia under any and all circumstances.

WE RESERVE THE RIGHT TO AMEND THE TERMS AND CONDITIONS WITHOUT PRIOR NOTICE.