

Subway Watersports

Terms and Conditions

THIS AGREEMENT is made the.....(day) of.....(month) 20.....(year)

BETWEEN

1) (Name)..... (“the Individual”)

of

.....(Address)

And

2) Subway Watersports, Located in Roatan, Bay Islands, Honduras

This is an important document. We have intended to use plain English but if there is anything the Individual does not understand or wishes to have explained the Individual should seek independent advice from a lawyer, Citizens Advice Bureau, Law Centre or other agency.

Agreement for participation in a Subway Watersports dive internship Program:

1. Interpretation

1.1 In this Agreement:

The “Program” means the internship

The “Service” The internship, to be provided by Subway Watersports to the Individual.

1.2 The headings in this Agreement are for convenience only and should not affect their interpretation.

2. The Service Provided

2.1 Subway Watersports shall provide the service described below and on their website to the Individual, subject to the terms of this Agreement.

2.2 Subway Watersports reserves the right to refuse a placement to anyone less than 20 years of age and shall have the final say on whether an Individual may attend the specific Program.

2.3 The Service shall consist of: -

2.3.1 Organising and setting up a Program as described on Subway’s website and as agreed between Subway Watersports and the Individual;

2.3.2 Arranging pre-departure briefings online at Subway Watersports website www.subwaywatersports.com, via Program specific Adventure Briefs, email communication or on the telephone. An Adventure Guidebook shall also be provided to Individuals;

2.3.3 Arranging suitable accommodation during the period of the Individual’s involvement with the Program. Subway Watersports shall, arrange for lunch and transfers to and from the airport.

2.3.4 Arranging the provision of equipment, training and training materials relevant to the Program.

3. The Individual’s Obligations

3.1 By participating in a Subway Watersports Program the Individual accepts that he / she will be subjected to various physical and emotional demands. Individuals are aware and accept that the standard of living, including food, hygiene and accommodation in Honduras may be below the general standards of their own country.

3.2 The Individual is responsible for his/her own travel arrangements, expenses and insurance during the Program.

3.3 The Individual warrants that all information and records provided to Subway Watersports relating to the Individual, the Individual’s medical history and medical statement are accurate and truthful and provide Subway Watersports with a clear indication of the Individual’s state of health.

3.4 The Individual is under a duty to inform Subway Watersports of any medication requirements, any allergies and any other physical or mental condition that could affect the Individual’s performance on the Program. Subway Watersports shall not in any event be held liable for any consequence arising out of the Individual’s failure to take advice or medication as prescribed by a medical practitioner both prior to departure and during the

Program. Subway Watersports reserves the right to reject applicants requiring specialist medical care.

3.5 The Individual agrees to take personal responsibility for insuring the Individual’s own personal effects and Subway Watersports cannot be held liable for any loss or damage of personal effects.

3.6 The Individual is responsible for ensuring that he / she has a valid passport, any necessary visa, permits and vaccinations and has obtained and supplied all relevant valid documentation for the Program in terms of travel documents and medical documents.

3.7 Subway Watersports cannot be held responsible for a country’s decision to refuse entry, exit or the right of passage (national and local laws governing immigration). All Individuals must ensure that they contact the relevant Embassy to acquire the relevant Visa or Tourist Permit prior to commencing the Program.

3.8 The Individual shall comply with all relevant laws, regulations and customs of Honduras. In the event of a contravention of these laws, Subway Watersports shall have the right to require the Individual to leave the Program and no liability on the part of Subway Watersports shall arise whatsoever.

3.9 The Individual will at all times respect and follow local laws and culture of Honduras and behave in a responsible and courteous manner. Each Individual has a duty of care to each other, to local people and to Honduran nationals participating in the Programs and to Subway Watersports. Individuals shall follow the reasonable instructions of Subway Watersports during the Program.

3.10 As representatives for Subway Watersports within the local community and Honduras, the Individual must respect Subway Watersports aims and objectives and not wilfully or recklessly seek to damage relations between Subway Watersports, the Program and (or) the local community , Honduras. The Individual must not misrepresent Subway Watersports in any way which would seek to undermine or damage relations between Subway Watersports and the local community.

3.11 The Individual shall at all times respect and follow the health and safety procedures as set out by Subway Watersports and local authorities.

4. Charges

4.1 Subject to any special terms agreed, the Individual must pay Subway Watersports standard charge as explained on the Adventure Brief and as published on Subway Watersports Adventure’s website, www.Subwaywatersports.com. Please note that costs shown within Subway Watersports Adventure Brief are subject to change and as such all final payments shall be displayed on Subway Watersports website. The published prices on Subway Watersports website are valid for 30 days only and Individuals are advised to regularly check the site for the most recent prices and up to date information. Once an Individual has confirmed their booking and paid the deposit, they shall pay the remaining sum which was the published price as at the time of booking.

4.2 The deposit payment of US\$ 250 shall be payable by the Individual to Subway Watersports, immediately on receipt of the confirmation of booking. If the Individual wishes to cancel their placement, the deposit payment is non-refundable.

4.3 Final payment is to be paid by the Individual no later than 6 weeks prior to program start. If, for any reason, the Individual does not make the payment by this date, then Subway Watersports reserves the right to offer the Individual’s placement to someone else, without any refund to the Individual. The total payment (i.e. the deposit and remaining sum paid) is non-returnable after embarkation of the program without liability on the part of Subway Watersports.

5. Warranties and Liabilities

5.1 Subway Watersports warrants to the Individual that the Service will be provided using reasonable care and skill and, as far as are reasonably possible, in accordance with the description of the Service.

5.2 Any information provided by Subway Watersports, including but not limited to information about visas, vaccinations, healthcare, climate, baggage and special equipment is given in good faith but without responsibility on the part of Subway Watersports.

5.3 Except in respect of death or personal injury caused by Subway Watersports negligence, Subway Watersports responsibility for any representation (unless fraudulent), or any other act or omission shall not exceed the amount of Subway Watersports charges as set out in Clause 4.1 for the provision of the Service.

5.4 In particular Subway Watersports shall have no responsibility for any activities undertaken by the Individual outside the scope of those directly relating to the Program. No warranty is given in respect of any activities outside the scope of those relating to the Program and it is the Individual's responsibility to ensure that any person or company offering any activities possesses the requisite care and skill.

6. **Complaints**

6.1 If the Individual wishes to make a complaint in relation to the Program, he/she shall bring the complaint to the attention of Subway Watersports in Roatan Honduras, who shall use his/her best endeavours to resolve the complaint within a reasonable time.

6.2 If Subway Watersports in Roatan, Honduras is unable to resolve a serious complaint, and the Individual leaves the Program before the completion date, the Individual shall provide the Program Host with a written version of events.

6.3 No compensation shall be given to the Individual, unless there are extreme circumstances, which shall be determined at the sole discretion of Subway Watersports. The Individual agrees that under no circumstances shall Subway Watersports be liable for damages or compensation arising from any claim related to the assessment of inconvenience, disappointment, discomfort or loss of enjoyment.

7. **Property and Intellectual Property**

7.1 All equipment and resources provided by Subway Watersports both prior to and throughout the duration of the Program (including teaching manuals) remain the property of Subway Watersports and must be returned on completion of the Program unless otherwise specified by Subway Watersports.

7.2 Individuals shall replace as new any property that is lost or damaged through careless or thoughtless behaviour.

8. **Data Protection**

8.1 It may be necessary for Subway Watersports to pass data about the Individual to Honduran government officials. The Individual hereby agrees that Subway Watersports may disclose his/her personal data, including any sensitive personal data, such as relevant medical history, to representatives of immigration, police or other governmental officials in Honduras.

9. **Termination and Expulsion**

9.1 Subway Watersports reserves the right immediately and automatically to expel any individual in breach of any term of this Agreement.

9.2 Without prejudice to the generality of clause 9.1 above the following will result in automatic expulsion:-

9.2.1 Possession / taking / supplying illegal or illicit substances. The question of whether the substances are illegal or illicit is to be governed by the jurisdiction of Honduras;

9.2.2 Displaying cruel, thoughtless or rude behaviour or committing acts which could injure or harm a member of the Program (including a staff member), or any other person;

9.2.3 Disobeying Subway Watersports, or Honduran officials instructions in relation to health and safety;

9.2.4 Committing an act or displaying behaviour which could jeopardise future Subway Watersports Programs within Honduras or lead to the souring of relations between Subway Watersports and the local community or Honduras; and

9.2.5 Breaking local laws.

9.3 Expulsion will be carried out at Subway Watersports own discretion and is not subject to appeal.

9.4 In all such cases the Individual will not be entitled to any reimbursement from Subway Watersports, neither will Subway Watersports be responsible for any additional costs incurred by the Individual.

10. **Currency of Agreement and Cancellation**

10.1 The Individual will be entitled to cancel this Agreement at any time up until 45 days before program start. In this event, the individual will be entitled to all monies paid less the deposit paid. If the Individual cancels the booking between 45 and 20 days before program start he/she will be entitled to 70%

of all monies paid. If the Individual cancels the booking with less than 20 days before program start he/she will be entitled to 40% of all monies paid. Once the internship has started; he/she shall not be entitled to any money back.

10.2 The Individual will be allowed to transfer his/her program dates at any time up until 8 weeks before program start. After 8 weeks, a transfer fee of US\$100 shall be payable. Any change of placement shall be at Subway Watersports discretion.

10.3 Subway Watersports reserves the right to cancel or curtail the Program if, in its absolute discretion, it believes that circumstances warrant it. This shall include cancellation where there is an event of force majeure which has occurred (see below). In this instance, the Individual shall be entitled to any monies paid less any other irrecoverable expenditure on the part of Subway Watersports which has already been spent in relation to the preparation of the Program.

10.4 If Subway Watersports cancels the Program, the Individual will be entitled to a refund:

10.4.1 in the case of cancellation by Subway Watersports before departure, whether within or beyond Subway Watersports control, the Individual shall be entitled to their deposit and any monies paid, less any other irrecoverable expenditure on the part of Subway Watersports which has already been spent; and

10.4.2 in the case of curtailment, the Individual shall be entitled to a reasonable proportion of the total charge from which any irrecoverable expenditure is deducted.

10.5 In all of the above cases where there is a cancellation, Subway Watersports first recourse shall be to place the Individual on an alternative placement. Subway Watersports shall use its reasonable endeavours to match an alternative placement to suit the Individual's requirements.

10.6 In all of the above cases, either party shall give written notice to the other of the cancellation, and any refund or alternative placement given to the Individual shall be considered to be in full and final settlement of all and any liability owed by Subway Watersports to the Individual.

11. **Force Majeure**

11.1 Notwithstanding any other provision of this Agreement, Subway Watersports shall not be deemed to be in breach of this Agreement or otherwise be liable for any delay in performance or non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any circumstances beyond its reasonable control, including but not limited to Acts of God, war, acts of terrorism, riot or civil commotion, fire, strike and government or other official intervention.

12. **General**

12.1 This Agreement constitutes the entire Agreement between the parties and shall apply to the dive internship program provided by Subway Watersports and undertaken by the Individual.

12.2 Any notice required or permitted to be given by one party to this Agreement to the other shall be in writing addressed to that other party: in the case of Subway Watersports, its registered office or principal place of business, in the Individual's case to the Individual's address as stated in this Agreement or being given to the Individual in person or by delivery to the Individual's last known place of residence.

12.3 No waiver by either party of any breach of contract by the other shall be considered as constituting the waiver of any subsequent breach of contract or any other provision of this Agreement.

12.4 A person who is not a party to this Agreement has no rights to enforce any term of this Agreement.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Signed:..... Dated:
(The Individual)

Program: Subway Watersports dive internship.

Date of Program:

Signed:..... Dated:
(For and on behalf of Subway Watersports)