

# TERMS AND CONDITIONS

## General

1. The Dive Connection Ltd and any or all of its employees, staff, instructors or agents shall hereinafter be referred to as "TDC";
2. The participant entering on to the course and signing the booking form overleaf shall hereinafter be referred to as "The Student";

## Course Details

3. A minimum of two people are required for a course to run (unless otherwise stated);
4. TDC reserves the right to vary or cancel, at its sole discretion, a course or its contents, where the circumstances necessitate;
5. TDC reserves the right to vary the location of any part of any course, including academic, confined and open water training, where circumstances necessitate;
6. TDC reserves the absolute right to refuse admission on to a course;

## Payment

7. Reservations will only be confirmed upon receipt of a completed and signed booking form together with a deposit (see 8 below);
8. A deposit of £100 or the course cost if less than £100 is required at the time of booking;
9. The balance of the course fees payable shall be due at the commencement of the course;
10. Course fees may be changed without notice;
11. No refunds of any monies paid will be given, save in exceptional circumstances which shall be at the sole and absolute discretion of TDC;
12. Provided written notice is received at least 14 days prior to the commencement of the course, the fees paid will be refunded less a £50 plus VAT cancellation charge at the sole and absolute discretion of TDC;
13. Changes and/or cancellations to course dates will not be accepted once The Student has booked the course and such dates have been agreed between TDC and The Student;
14. Failure to attend a course on the date and at the time agreed, will result in loss of monies relating to that day (see 15 below);
15. Any extra days and/or expenditure required to complete the course (due to 14 above) shall be the sole liability of The Student at the rate of £50 plus VAT per student per day;

## Miscellaneous

16. Lost and/or broken equipment (caused by The Student) must be paid for by The Student at replacement cost;
17. Inland dive sites may be used due to logistics, safety and/or weather considerations – any associated entry fees or boat charges must be met by The Student (subject to 18 below) ;
18. Entry fees to inland Open Water sites are included in the course fee for the Open Water Diver course only;
19. Entry fees and/or boat charges for other courses other than Open Water Diver are not included in the course fee and are payable by the Student;
20. Transport to and from dive sites and/or inland dive sites shall be the responsibility of the Student;
21. No liability will be accepted by TDC for consequential loss, damage or expense incurred due to weather conditions and/or any other circumstances which cause any course to be delayed, changed or cancelled in any way;
22. No liability will be accepted by TDC, its agents or employees for any loss or damage to equipment or property of The Student and/or any injury howsoever caused;
23. Learning to dive is a performance based activity, and for future student safety, minimum levels of skill attainment are required prior to certification being issued. Course enrolment and participation are therefore no guarantee of certification;
24. Our course schedules allow sufficient time to satisfactorily complete all confined water/open water skills. However, certain students may require extra session(s) to attain satisfactory skill levels and meet the performance requirements of the course;
25. In the event that, in the absolute discretion of TDC, extra session(s) are required in order to attain satisfactory skill levels and meet performance requirements (due to 24 above), students will receive one extra confined water session free of charge;
26. Additional confined water sessions (due to 25 above) will be charged at the rate of £25 per session;
27. Additional open water sessions (due to 25 above) will be charged at the rate of £50 per session;
28. The Student agrees to abide by the rules of TDC in all diver training matters;
29. The decision of TDC and/or the course instructor shall be final in relation to any and all diving and/or diver training matters.