

The Dive Connection

The "Small Print"

Dive Trip and/or Training Terms and Conditions

Terms and Conditions for divers who wish to make a dive trip/holiday booking with The Dive Connection.

Please ensure you are familiar with them to prior to travel as they form the basis of the agreement between the Dive Connection and you.

1. Terminology

Throughout these booking terms and conditions, the following words and/or phrases in bold shall have the indicated meaning:-

- **The Dive Connection** The Dive Connection Ltd, it's directors, owners, employees, agents or any other person and/or company either acting with the Dive Connection Ltd's authority or on their behalf;
- **We / Us** The Dive Connection Ltd;
- **The Client** The person and/or persons named on the booking form ;
- **You** The Client.

2. Price Policy

The Dive Connection reserves the right to alter the prices advertised post booking as a result of any UK or foreign government action (including changes in the rate of VAT and any other duties or levies), currency fluctuations or increases in transportation costs.

If the alteration results in an increase of more than 20% of the original cost quoted, you may cancel the booking and obtain a full refund, excluding your deposit, insurance premiums, and less an administration fee of not more than £25 per person. In the event of an increase, an amended invoice will be sent to you which is payable within 1 week. No increase will be made within 28 days of departure. If the government imposes a levy for the purposes of consumer protection we reserve the right to pass this charge on to you.

Dive trips are usually based on flights, transfers and accommodation based in self catering facilities and based on between 2 and 4 persons sharing where appropriate. The details of the specific facilities will be indicated on the booking form and are also available on request.

Unless specifically included in the trip cost, the following are subject to extra cost:-

- **Insurance.** All those travelling must have travel insurance (See "15. Insurance" below) and those diving must have dive insurance which covers all normal sport diving risks;
- **Dive equipment.** The Dive Connection provides equipment only as part of courses booked with them. If you need equipment for pleasure dives taken whilst on any trip, The Dive Connection can organise full kit rental for the duration of the trip. The Dive Connection will issue equipment booked and paid for prior to travel and each individual will be responsible for taking the items they need with them and returning them safely following the trip;
- **Pleasure dives.** These are payable in resort and will usually be on the basis of tanks and weights only. Where possible, The Dive Connection will negotiate a reduced rate for such dives.

3. Cancellations

If you wish to cancel your training and/or trip, written notification must be given to The Dive Connection by the person who signed the booking form.

The date of cancellation will be the date The Dive Connection receives this written notice.

Deposits and insurance premiums are non-refundable.

The amount returned to you will depend on the amount of notice given prior to departure. The amounts refundable are shown in the table below:-

Cancellation	
Notice given in writing prior to departure	Amount refundable to you
0 to 28 days	0%
29 to 42 days	50%*
43 to 56 days	100%*
<i>*In all cases deposit and insurance are non-refundable</i>	

The Dive Connection reserves the right to pass on to you any third party costs applicable to the booking and which have been incurred by The Dive Connection in relation to the cancelled booking either before or after the time of cancellation by you.

4. Deposits

The Dive Connection will not accept any booking without this form being signed, a completed and signed booking form and a deposit of £100 per person being received.

Payment will only be accepted by cash or cheque.

5. Final Payment

The outstanding balance notified to you by The Dive Connection is payable 28 days prior to the start of training and/or the trip or some other such date as may be notified to you by us.

Failure to pay the balance outstanding by the due date renders the booking liable to cancellation and the loss of all monies paid.

6. Training and/or Trip Descriptions

It may prove necessary for The Dive Connection to vary or modify a training and/or trip itinerary or its contents due to local prevailing conditions.

By signing this form, you agree to such variations or modifications being made and also agree to be bound by the decision of the representatives appointed by The Dive Connection. In such circumstances The Dive Connection reserves the right to substitute alternative arrangements where it considers, in its sole and absolute discretion, that the alternative arrangements are appropriate.

Accommodation shall be allocated by The Dive Connection, and although we will always try to ensure that clients share accommodation with others of their choice, this may not always be possible and The Dive Connection reserves the right to allocate accommodation howsoever it deems appropriate.

7. Booking Changes

It is vitally important that your requirements be clearly stated on the booking form. If, once the booking form has been accepted by The Dive Connection, you wish to make any alterations to the booking details, e.g. change of name, date, accommodation departure airport, duration etc, The Dive Connection will do all it can to assist you although it is under no obligation to make any alterations.

Any charges levied by airlines and/or tour operators in the event of changes requested by the client shall be the sole and absolute responsibility of the client. Please be aware that charter airlines, for example, do not allow any alterations to flight tickets once issued and a request to change any details will result in a further ticket being issued at the full airline fare. The Dive Connection reserves the right to pass on this cost to you.

The person who signed the booking form must send a written alteration request to The Dive Connection at least 28 days prior to departure. It must be accompanied by a £50 per person per change administration fee.

You will also be required to pay any other additional costs arising from your alteration.

8. Unused Services

No refund or compensation is payable by The Dive Connection for any unused accommodation, diving, flight, services or features provided during the training and/or trip.

Clients who do not complete a diving course for any reason whatsoever, cannot be refunded for a portion of the remainder of the diving course although the Dive Connection will do its best to ensure all training is completed wherever possible.

9. Force Majeure

The Dive Connection accepts no responsibility for and shall not be liable in respect of any loss or damage, alteration, delay or change arising from unusual and unforeseeable circumstances beyond its control, such as war, or threat of war, riot, civil strife, industrial disputes, including air traffic control disputes, terrorist activity, political unrest, change in government regulations, natural and nuclear disaster, floods, fire and adverse weather conditions, technical problems with transport, closure or congestion of airports or ports.

The Dive Connection will always try to ensure that all training and/or diving advertised for the trip will be completed. In the event that such training and/or diving has to be curtailed, postponed or cancelled due to adverse weather conditions, which The Dive Connection, in its sole and absolute discretion, considers to be incompatible with the activities planned, there shall be no liability from the Dive Connection to you for the costs of such cancelled training

and/or diving.

10. Airlines and Travel Arrangements

The Dive Connection acts only as organiser for this trip in all respects and cannot be held responsible for travel, accommodation, diving or any other activity relating to this booking or trip.

The booking conditions of the suppliers of the various parts of this trip apply. All flights and travel are booked only with recognised ABTA/ATOL licence holders and using travel companies bonded with the aforementioned organisations.

All transportation by air, land and sea is subject to the terms and conditions of carriage of the company providing the transport some of which limit or exclude liability. Carriers' terms and conditions are often the subject of international agreements. By its contract with you, The Dive Connection does not enter into an agreement for carriage by air, but only undertakes to reserve on your behalf accommodation on board an aircraft operated by one of the airlines selected by The Dive Connection.

Air travel particular, is subject to operational decisions by the carriers and airport authorities which may result in delay or diversion or cancellation, over which The Dive Connection has no control and in relation to which, The Dive Connection has no liability to you.

11. Diving

Proof of diving qualification by a recognized agency is compulsory. Clients must submit their diving qualifications to the Divemaster/Instructor before any diving and/or training can commence.

All clients on the booking form participating in scuba diving must be in good health not have any medical history of lung disorders, asthma, epilepsy, diabetes or recent surgery and agree to discontinue diving if respiratory congestion or a head cold or any other medical condition takes place during the training and/or trip.

If the client has any medical condition contrary to these requirements or cannot sign a self-certification medical form he or she must produce a diving medical certificate of fitness signed by a doctor, prior to diving.

Such medical certificate of fitness to dive and signed by a doctor must be dated within the 12 months prior to the commencement of diving.

Failure to provide satisfactory diving qualifications or medical certificates and which result in any inability on the part of the client to dive will not result in any liability to the client whatsoever on part of The Dive Connection.

12. Responsibility for Diving

The Dive Connection has taken great care to choose the diving sites, diving schools and tour operators and makes every effort ensure the highest standards of diving etiquette and safety.

However, clients are advised that diving takes place at their own risk and they must behave in a fit and proper manner at all times, in accordance with all recognized diving practices and procedures and take proper responsibility for their own safety.

Clients are advised that certain diving sites may be very remote, either by distance or time or both, from a recompression chamber.

The Dive Connection reserves the right to withdraw from the holiday any person whose actions or conduct is considered in its sole and absolute discretion to be incompatible with the comfort and safety of other clients or to be offensive to them. In the event of such conduct, no liability whatsoever will be owed to that person by The Dive Connection upon their withdrawal from the trip and/or diving activities.

13. Diving Certification

Certification on any diving course is only earned by successful completion of the course, and passing all theory and practical assessments.

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.

14. Travel Documents

It is the responsibility of the client to ensure that all necessary travel documents such as passports, visas and diving qualifications are on your person whilst training and/or on the trip and are valid.

15. Insurance

It is your responsibility to ensure that you have adequate insurance cover.

It is a condition of booking your holiday that you have taken out adequate insurance against such risks as medical risks, personal accident risks, personal liability and legal expenses.

You are especially advised to insure against cancellation and loss of deposit. You are advised that normal holiday insurance may not cover scuba diving.

Insurance cover which includes risks arising from scuba diving is compulsory for each person travelling if engaging in scuba diving activities.

If the client has their own policy, a copy of the current insurance certificate and policy schedule must be provided to The Dive Connection at least 28 days prior to travel.

If insurance covering scuba diving is not held by the client, this can be arranged by the Dive Connection at additional cost and should be indicated on the booking form.

16. Complaints

If you have any cause for complaint whilst training and/or on the trip you must bring it to the attention of the representative appointed by The Dive Connection who will then do their best to rectify the situation.

It is unreasonable to afford The Dive Connection or its appointed representatives no opportunity to rectify any problem whilst training and/or on the trip, and failure so on your part may affect your right to compensation if deemed appropriate. Should any problem remain unresolved, any complaint must be made in writing to The Dive Connection within 7 days of completion of the trip.

I have read and agree to the above terms and conditions.

Name : _____

Signature : _____

Date : _____