

Club Membership - Terms and Conditions

Introduction

1. These terms and conditions ("Terms") shall govern how you as the member will act towards Duttons Divers Limited, a company registered in England and Wales with company number 13532189 with its registered office address and Cholmoneley House, Dee Hills Park, Chester, Cheshire, CH3 5AR ("Duttons Divers", "we" or "us") training and trips or any other excursion or event of which you may undertake with Duttons Divers.
2. When undertaking any activity with Duttons Divers, you agree to all the terms and conditions laid out in this document. Should you not understand or fully agree to the Terms, please ask for clarification. As soon as any payment is made to Duttons Divers this will be taken as confirmation that you understand and agree to these Terms. .
4. The general terms section of these Terms apply to all customers and the specific terms section apply depending on the activity booked. There are certain terms that will only apply to consumers (within the meaning of the Consumer Rights Act 2015) and if you are not a consumer these terms are specifically excluded from applying to you. When using any of Duttons Divers equipment you agree to all the terms and conditions that relate to equipment hire listed within this document.

General terms

Costs and payment

1. The cost of membership will be confirmed on the membership form and how the cost is split between the non-refundable deposit and balance payment (if relevant).
2. Members are required to make payment of the requested amount on the 1st of each month.
3. Payments should be made to the account detailed on the invoice provided with the membership form.
4. Duttons Divers may change their prices at any time, however price changes will not apply to any booking which has already been paid for in full.
5. The prices of all bookings are stated as including VAT (if applicable).

Liability and insurance

1. Duttons Divers will ensure that the services it provides will be carried out with reasonable skill, care and attention in accordance with the industry guidelines applicable to the relevant booking but you acknowledge that all activities offered by Duttons Divers have elements of risk associated with them which cannot be eliminated despite the level of service provided.
2. All members are responsible for their own conduct on any activity booked with Duttons Divers and for following the instructions provided by Duttons Divers. If a customer's conduct is, in our reasonable opinion, unacceptable, poses a risk to the customer, other persons or breaches these Terms then Duttons Divers reserves the right to exclude a customer from a booked activity. Members will not be entitled to a refund for the membership in these circumstances.
3. All customers are required to hold their own personal insurance in respect of the booked activity to cover their personal liability and also any personal equipment they use. Duttons Divers will not be liable for any breakage or loss any customer equipment on their premises or during any booking.
4. You acknowledge that if you provide any inaccurate information on membership or medical forms that this may invalidate our insurance.
5. Duttons Divers will not be liable in the event they are not able to provide an activity for a cause beyond their reasonable control (which shall include, without limitation, adverse weather conditions). If an event beyond their control occurs, Duttons Divers obligations under these Terms will be suspended and its liability shall be limited to making reasonable efforts to provide an alternative time for the activity once the event beyond their control has passed.
6. Duttons Divers will not be responsible for any foreseeable loss or damage that customers suffer as a result of a breach of these Terms or as a result of their negligence. They will not be responsible for any loss or damage that is not foreseeable.
7. Nothing in these Terms is intended to or will exclude Duttons Divers liability for death.

Health and safety

1. Certain activities provided by Duttons Divers are physically strenuous and present certain risks and customers acknowledge this when joining.
2. Customers will be required to complete a medical questionnaire when booking an activity with Duttons Divers but it is the customers responsibility to ensure they are fit and well enough to participate in any activity booked and if there are any concerns customers should seek advice from a medical professional. If you have any medical conditions, have family history or a medical condition or take any medication we advise that you contact us prior to booking to discuss this. Duttons divers reserve the right to refuse your participation should you attend the session and declare a medical issue not disclosed prior to booking. Should this instance arise, no refund will be given on membership.
3. Customers should not attend any activity under the influence of alcohol or drugs.
4. Safety briefings will be provided by Duttons Divers before all activities start and it is your responsibility to ensure you attend and follow the instructions in the safety briefing.

Personal data

1. We will only use your personal information as set out in our privacy policy which is available on our website. .

Complaints and contact details

1. We always welcome feedback from our customers and while we hope that you will be satisfied with the services that Duttons Divers provide, we would like to hear from you if you have any cause for complaint.

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2. If you would like to contact us in relation to a complaint, or for any other reason, you can contact us at duttonsdiver@gmail.com or at Hafan Marina Dive Centre, Pwllheli, LLL53 5YT.

General clauses

1. Any changes to these Terms will only be effective where they are in writing and signed by you and us.
2. These Terms and the booking, medical and any other forms provided to you at the time of joining constitute the whole agreement between you and Duttons Divers and replaces any previous agreements, whether oral or in writing, between us.
3. If either party needs to give each other a notice in relation to these Terms they shall communicate this in writing to the latest email address or physical address provided to each other. Notices by email or delivered personally shall be deemed received when delivered providing that is within business hours. Notices by post or courier will be deemed received on the second business day after posting.
4. No third party may rely on these Terms or the booking agreement between us.
5. These Terms and your booking with us shall be governed by and construed in accordance with English law. Any disputes (including non-contractual disputes or claims) shall be dealt with in accordance with English law and the courts of England and Wales are the only place where disputes arising from these Terms and our booking agreement shall

Specific terms

Shore dives

Scuba diving has its own inherent risks and a risk and liability form will be provided to you on booking. Should you choose not to accept these risks, then you will not be able to participate. Should an instance arise whereby you do not accept these risks and have joined no refund will be given.

2. In addition to the Duttons Divers medical questionnaire provided to you on booking, you will be required to complete a PADI form in relation to general risk.
3. You agree to being a qualified diver. Should you book the shore, boat dive or experience and find that the dive is not within your limits, no refund will be given.
4. In the event of bad weather, the skipper of the boat and/or dive guide will make the decision as to whether or not the dive takes place. Should this decision be made by us, then an alternate dive site

will be sought to dive. This may be a shore dive if the reason is due to bad weather at sea. Should this alternate site be offered and conducted then no refund or future dive date as a replacement will be offered. Duttons Divers may offer the difference in payment to which the dive package is worth.

5. Should you choose not to participate in the dive for any reason, no refund will be given to membership.
6. Duttons Divers always endeavour to send the dive plan details 7 days before the trip, however on occasion there may be instances when this is not adhered to because of a requirement to check tides, the dive site for visibility, logistics etc.

Quarry dives

1. You must hold a valid scuba diving certification or have a qualified instructor with you to dive at the site.
2. You agree to abide by all of the site rules which are available at the dive centre and on our website.
3. You must have your own personal dive insurance which covers recreational scuba diving.

Equipment use

1. Any equipment belonging to Duttons Divers that is used by the customer must be looked after and carefully maintained. If you have any concerns about the condition of the equipment provided you should report the issue to a member of the Duttons Divers team before using it. If you do not report any concerns and an issue is identified with any equipment you have used after you return it you may incur charges for its repair or replacement.
2. You will be required to pay repair or replacement costs for any damage or loss of equipment due to your actions.
3. If you do not understand how any equipment you are hiring works please ask a member of the Duttons Divers team.