



## Terms and Conditions

### Introduction

1. These terms and conditions shall govern how you as the customer will act towards Duttons Divers 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 and conditions, you will be expected to ask for clarification. As soon as payment is made for the course, you accept that you understand these terms and conditions.
3. When using any of Duttons Divers equipment you agree to all the terms and conditions listed within this document.

### Vivian Quarry

#### Scuba diving or free diving

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.
3. You agree to complete the liability release and medical form honestly.
4. You must have your own personal dive insurance.
5. You must pay the entry fee before diving. No refund will be given once you have accessed the site.
6. You agree to dive within your personal limitations and training.

#### External instruction

1. You must be in teaching status, if you are found not to be you will not be able to instruct at the site.
2. You agree to all of the member/day dive regulations on site.
3. You agree to having your own professional dive insurance that also covers your students.

### Snorkelling

1. Snorkelling has its own inherent risks. A Risk and Liability form will be provided on site. Should you choose not to accept these risks, then you will not be able to participate. You may ask for a copy of this prior to booking. Should an instance arise whereby you do not accept these risks and have booked the session, no refund will be given.
2. Customers participating in one of our Snorkelling experiences must be in good health. A medical questionnaire will be given to you at the dive centre. Should you answer Yes to any of the questions, then you will not be able to participate without authorisation from a medical practitioner. 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. Duttons Divers reserve the right to refuse your participation should you attend the session and declare a medical issue. Should this instance arise, no refund will be given.
3. You agree to complete all documentation honestly and accurately. You understand that any inaccurate information may invalidate insurance.
4. Drysuits or life jackets will be provided and must be worn throughout the session to aid your buoyancy. This is regardless of your swimming ability.  
Duttons Divers. Terms and Conditions.
5. Our Snorkelling sessions involve a short briefing and equipment use session, undertaking a number of skills within shallow water. Based on your performance during the skills session, our instructors reserve the right not to take you out into deeper water.
6. Should you need to move the date of your experience, a £30 re-booking fee will be issued. This must be changed at least 48 hours prior to the session.
7. Any cancellation will not be refunded.
8. In the event of bad weather resulting in safety concerns, Duttons Divers reserve the right to cancel the session and move the session to a later date.
9. During the session you will be using equipment owned by Duttons Divers. Any loss or breakage of the equipment will be charged to you.
10. Poor behaviour during the session will not be tolerated and Duttons Divers reserve the right to end the session if we feel safety is impeded.

## Experiences (Discover Scuba)

1. Scuba diving has its own inherent risks. A Risk and Liability form will be provided on site. Should you choose not to accept these risks, then you will not be able to participate. You may ask for a copy of this prior to booking. Should an instance arise whereby you do not accept these risks and have booked the session, no refund will be given.
2. Customers participating in one of our Scuba divers experiences must be in good health. A medical questionnaire will be given to you at the dive centre. Should you answer Yes to any of the questions, then you will not be able to participate without authorisation from a medical practitioner. 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. Duttons divers reserve the right to refuse your participation should you attend the session and declare a medical issue. Should this instance arise, no refund will be given.
3. You agree to complete all documentation honestly and accurately. You understand that any inaccurate information may invalidate insurance.
4. Our Discover Scuba Dives involve a short session undertaking a number of skills within the training area prior to exiting into the open water. Based on your performance during the skills session, our instructors reserve the right not to take you out of the training area.
5. Should you need to move the date of your experience, a £65 re-booking fee will be issued. This must be changed at least 48 hours prior to the session.
6. Any cancellation will not be refunded.
7. In the event of bad weather resulting in safety concerns, Duttons divers reserve the right to cancel the session and move the session to a later date.
8. During the session you will be using equipment owned by Duttons Divers. Any loss or breakage of the equipment will be charged to you.
9. Poor behaviour during the session will not be tolerated and Duttons Divers reserve the right to end the session if we feel safety is impeded.

## Courses

### Booking and payment

1. Scuba diving has its own inherent risks. A Risk and Liability form will be provided on site. Should you choose not to accept these risks, then you will not be able to participate. You may ask for a copy of this prior to booking. Should an instance arise whereby you do not accept these risks and have booked the session, no refund will be given.
2. Customers participating in one of our Scuba diving courses must be in good health. A medical questionnaire will be given to you at the dive centre. Should you answer Yes to any of the questions, then you will not be able to participate without authorisation from a medical practitioner. 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. Duttons divers reserve the right to refuse your participation should you attend the session and declare a medical issue. Should this instance arise, no refund will be given.
3. You agree to complete all documentation honestly and accurately. You understand that any inaccurate information may invalidate insurance.
4. By completing the course form, you agree to have read the terms and conditions and cancellation policy is considered to be in place.
5. You agree to make payment of the requested non-refundable deposit payment for the course in order to secure a place (before the 6 week period). Should the course be cancelled within 6 weeks of the course, no refund will be offered.
6. Any course materials included with the course will be electronic. Additional payment will be required for any 'deluxe' materials, or physical hard copies of books. The course materials will not be sent to the individual until the full balance of the course is made.
7. You agree to make payment of the remaining balance of the course within 6 weeks of the agreed course commencement date. Any cancellations within this period will not be refunded. Any courses booked as part of offers of Dive shows will be paid in full and are not subject to the refund process. These may be purchased at the time as open bookings.
8. Course dates may be agreed upon once a deposit has been made. Should you make a cancellation of a specific date or request to change a course date, this will incur a £149 cancellation fee per training day.
9. Should a course be cancelled for any reason once the training has commenced, no refund will be offered.
10. The number of course days assigned to the course are minimum training requirements. Your course payment covers these amount of training days. Should additional training be required in order for the candidate to pass the course, this will incur additional fees of £149 per day.

### Training

1. During training you agree to dive safely and follow the instructions your instructor. Should the instructor deem your diving practices unsafe, they will be within their rights to stop the training and no refund will be given.
2. Should the qualifying instructor deem that you have not met the required PADI course standards, Duttons divers reserve the right not to process certification. There will be no refund should this occur and further training will be offered at the chargeable rate of £149 per day.
3. You must be at the dive centre at the time given for your training session. Should you not be on time, Duttons divers reserve the right to cancel your session. This will be charged at the rate of £149 for the day.
4. Should you be unfit to dive, it is your responsibility to inform us at the earliest opportunity. Cancellations for any reason will be charged as day rate (£149pp).
5. Should your medical history change at any point during your course you must inform us. Any medical condition not declared will affect your insurance.
6. It is your responsibility to ensure that the theory side of the course is completed. No certification will be processed without all elements of the course being completed.

### Holidays

1. You are responsible for your own Diving insurance for any trip or holiday.
2. The deposit will not be refundable should you cancel.
3. The remaining balance must be paid by the agreed payment date, should this not be paid on time, Duttons Divers reserve the right to sell your place on.
4. Any cancellation after full payment has been made will not be refunded.
5. Duttons Divers accept no responsibility for holidays made through an alternate booking agent, such as 'Blue O Two', 'Diveworldwide' or 'Scuba Travel'. You adhere to meeting the booking agents terms and conditions.
6. Should you cancel after the deposit within 8 weeks of the trip, you will remain liable for the outstanding balance. You may transfer this to another person, however any secondary charges will also be your responsibility.
7. Any trip cancellation or issue whilst abroad for any reason must be resolved through your own personal insurance.<sup>3</sup>
8. You agree to dive responsibly. Should any member of the Duttons Divers team, deem your practices or behaviour to be unsafe, they will be within their right to stop your participation. No refund will be given in such circumstances.
9. For all diving and accommodation only packages, you are responsible for your own flights and transfers. Duttons divers accept not responsibly for any issues regarding your chosen booked flight.

### Kit hire

1. Any kit used by the customer must be looked after and carefully maintained. Before using the equipment you agree that the kit is in good condition. Should you not deem the kit to be in good condition you will report the issue to a member of the Duttons Divers team. Failure to do so may result in you being charged following kit use inspection.
2. You will be required to pay for any damage or loss of equipment.
3. You agree to understand how the equipment you are using works and if not must ask.

### Shore and Boat dives

1. Scuba diving has its own inherent risks. A Risk and Liability form will be provided on site. Should you choose not to accept these risks, then you will not be able to participate. You may ask for a copy of this prior to booking. Should an instance arise whereby you do not accept these risks and have booked the session, no refund will be given.
2. Customers participating in one of our Scuba divers experiences must be in good health. A medical questionnaire will be given to you at the dive centre. Should you answer Yes to any of the questions, then you will not be able to participate without authorisation from a medical practitioner. 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. Duttons divers reserve the right to refuse your participation should you attend the session and declare a medical issue. Should this instance arise, no refund will be given.
3. You agree to being a qualified diver. Should you book the shore or boat dive and find that the dive is not within your limits, no refund will be given.

4. You must hold your own personal dive insurance.
5. If using your own equipment, Duttons divers will not be held responsible for any breakage or loss whilst on the trip.
6. Any hired equipment lost or damaged will be charged for
7. 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 reasoning 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.
8. Should you choose not to participate in the dive for any reason, no refund will be given. Duttons divers also reserve the right to change the date or cancel the trip due to any unprecedented reason deemed beyond our control and unforeseeable at the time of booking. You may be offered to reschedule the date, however no refund will be given.
9. Duttons divers reserve the right to change the dive site based on conditions for safety reasons. As such no refund will be given in this instance.
10. Duttons divers reserve the right to prevent me from diving at any time during the trip should they deem my actions dangerous or irresponsible.
11. 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 for reasoning of needing to check tides, the dive site for visibility, logistics etc.
12. Any damaged or lost items brought on to the boat or to the shore dive site such as mobile phones, watches or any other personal items will not be Duttons divers responsibility.
13. Should you arrive to the meeting place late or not turn up, no refund will be given.
14. Should the visibility be poor, yet deemed safe to dive after consideration of our risk assessment. No alternate dive will be offered or refund given.

#### Cancellation Policy

##### Courses

1. Deposit to be paid to secure a place on the course (when 6 weeks prior to the course date)
2. Full balance must be paid at the 6 week date or if within this 6 week period, full payment must be paid on booking.
3. No refunds will be given within the 6 week period.
4. Cancellations outside of the 6 week period will be at loss of the deposit paid.

##### Experiences

1. No refund will be made to experience bookings.
2. In exceptional circumstances, Duttons Divers may agree to move the booking. A fee may be imposed during this instance.

##### Shore/Boat dives

1. No refund will be made to cancellations of shore.boat dive spaces.
2. Should the weather be the reason of the cancellation, credit will be issued to re-book at a later date.

##### Vivian Quarry

1. No refund will be made to cancellations of quarry dives.
2. Should the weather be the reason of the cancellation, credit will be issued to re-book at a later date.

