

Terms and Conditions

1. Introduction

- 1.1 These terms and conditions shall govern how you as the customer will act towards Academy Divers training and trips or any other excursion or event of which you may undertake with Academy Divers.
- 1.2 By choosing to undertake a training course or trip with Academy 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 a deposit payment is made for the course, you accept that you understand said terms and conditions.
- 1.3 By using any of Academy Divers equipment you agree to all the terms and conditions listed within this document.

2 TRAINING

- 2.1 When undertaking a training course with Academy Divers, you agree to completing all the required documentation, both fully, timely and agree that all information stated, especially with regards to the Medical form, is correct.
- 2.2 You agree to transfer via bank transfer, the requested non-refundable payment for the course in order to secure a place. Should you then decide to not complete the course up to 2 weeks before the arranged training date, the remaining portion of the course cost is not required to be paid, however the deposit will not be refunded.
- 2.3 You agree to transfer via bank transfer, the remaining portion of the course cost within 2 weeks of the agreed course commencement date. Should you decide to not complete the course, it will be up to the Academy Divers directors to decide whether any payment will be refunded.
- 2.4 Course dates are set and agreed upon once a deposit has been made. Should you make a cancellation or request to change a course date, this will incur a £50 cancellation fee.
- 2.5 All of the course minimum training requirements are at the start of your course. Course payment covers the minimal amount of training days required to complete the course. Should additional training be required in order for the candidate to pass the course, this will incur a further cost.
- 2.6 Whilst undertaking training, you agree to dive safely and listen to all instructor instructions, Should the responsible instructor deem your diving practices unsafe, they will be within their rights to stop the training and no refund will be given.
- 2.7 Should the qualifying instructor deem that you have not met the required PADI course standards, they will not be obliged to pass you for the course. There will be no refund should this occur and they may offer you further training. The cost of this training will be set by Academy Divers directors.
- 2.8 All course prices are as per those listed on the website.
- 2.9 You agree that any course or trip requiring a boat, may be impacted upon by changing weather conditions. The weather conditions are not always

predictable and should this prevent a course from being completed, alternate dates will be offered in order for course completion. Furthermore, no refund will be given once the course has been attempted and the reasoning as to why the dives could not be completed are out of Academy Divers control. By definition, the course is attempted as soon as the boat leaves the slipway.

3 TRIPS AND HOLIDAYS

- 3.1 When undertaking a Trip or Holiday with Academy Divers, you agree to completing all the required documentation, both fully, timely and agree that all information stated, especially with regards to the medical form, is correct.
- 3.2 You agree to be responsible for you own diving insurance for any trip or holiday. This will not be Academy Divers responsibility.
- 3.3 The requested deposit for the trip or holiday will be transferred via bank transfer to secure your place on the trip. This deposit will not be refundable should you cancel, unless the trip place can be resold.
- 3.4 The remaining payment for the trip or holiday must be paid by the agreed payment date set by Academy Divers. Should this not be paid on time, Academy Divers reserve the right to sell your place on which maybe at a reduced cost using your deposit.
- 3.5 Should you wish to cancel the trip once full payment has been made, Academy Divers will reserve the right as to whether a refund will be given. This will depend on the cancellation circumstances and the ability to re-sell the place to another customer. No re-fund will be made if the trip or holiday is cancelled less than 3 months before the commencement date.
- 3.6 Academy Divers accept no responsibility for trips or holidays made through an alternate booking agent, such as 'Blue O Two', 'Diveworldwide' or 'Scuba Travel'. You adhere to meeting said booking agents terms and conditions.
- 3.7 Should a trip or holiday be cancelled it will be up to the customer to resolve the issue through his or her own personal holiday insurance.
- 3.8 Should a trip or holiday be cancelled due to weather conditions, or any other situations deemed to be outside of Academy Divers control, it will be at Academy Divers discretion as to whether an internal refund can be reasonably made or alternate dates can be re-arranged with UK trips.
- 3.9 During all trips and holidays you agree to dive responsibly. Should any member of the Academy Divers team, deem your practices or behavior to be unsafe, they will be within their right to stop your participation. No refund will be given in such circumstances.

4 KIT USE AND HIRE

4.1 Any kit owned by Academy Divers, used by the customer during training, a trip or holiday, or on hire must be looked after and carefully maintained. When obtaining 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 Academy Divers team, failure to do so will be that following

kit use inspection, you may be charged for any found faults or damage to the equipment.

4.2 You will be held responsible to pay for any damage or loss of equipment. For any loss the customer will be required to pay for the full value of the item as listed on Academy Divers equipment records. Should any damage occur, the user will be required to pay for the full repair as well as additional costs such as inconvenience due to the piece of equipment being out of action, i.e should a set of regulators be damaged and the repair take longer than when the regulators are next required by Academy Divers, you will be charged for Academy Divers to hire an interim set or regulators. This would apply to any other piece of equipment.

4.3 By using the equipment you agree that you are happy with the working order of it and understand how it works safely. You will be expected to ask any questions as to the functioning of the equipment. You agree that you understand this functioning, on use.

5. Specific Dive day/Weekend/wee UK trip terms and conditions

- I acknowledge that I am participating in the diving day/weekend at my own risk and accept the consequences should I not dive within my own recreational limits. I agree to Academy Divers not being responsible or liable should any incident/injury or problem arise.
- I agree that the dive certification that I have shown and written down is true information.
- I understand that I am responsible for providing my own medical/dive insurance and that Academy Divers are not responsible for this and will not be held liable.
- I agree to take full responsibility for my own dive gear, and agree that it has been serviced and correctly maintained for use whilst diving. I understand that anything broken or lost will not be Academy Divers responsibility.
- I accept that any dive gear that I hire or use from Academy Divers I am then responsible for until its return. I agree that on acceptance the equipment is in full working order and should any damage or loss occur, I will be responsible for the costs, whatever Academy Divers say they will be.
- I agree that I have no known medical condition, or should I know of one, I have permission from my Doctor or other Medical professional that I am fit to dive and have made Academy Divers aware of this.
- I understand that the dive day/weekend is dependent on the weather conditions and the skipper of the boat and dive guide will make the decision as to whether or not the dive takes place.

- I understand that Academy Divers reserve the right to prevent me from diving at any time during the trip should they deem my actions dangerous or irresponsible.
- I understand that toilet breaks may not occur and that if the boat is not fitted with a toilet. We may be out at sea for 3-5 hours depending on the trip.
- I understand that anything I bring onto the boat will likely get wet due to water spray. I am responsible for bringing a dry bag for any valuable items or items that I wish to keep dry.
- I understand on a boat space is limited. I must remain in my seat and move round the boat to kit up dive equipment when instructed to. All divers are to leave the boat as instructed.
- I understand that Academy Divers, cannot guarantee what marine life will be around at the time of diving.
- I understand that weather conditions may change at any time and it will be at the discretion of the skipper and dive guide as to whether the dive takes place.
- I understand that all of the course pre-requisites must be met for course completion.
- I give permission for Academy Divers to provide the relevant medical treatment should such occurrence arise. I give permission to be taken to the nearest hypobaric chamber and have insurance to cover such costs.