



West Bay Diving

Diver agreement.

Please read these Terms and Conditions and the Disclaimer very carefully because they will apply to your contract with us for every confirmed booking that you make. For the purposes of these Terms and Conditions only, "we", "our", "We" and "Our" mean West Bay Diving and "you", "your", "You" and "Your" mean you, the customer.

Before the Trip

You are advised to contact the skipper after 18:00 on the day before the boat's scheduled departure to confirm that the forecast weather conditions are suitable for the trip. In addition, check your registered email and texts on your mobile as any changes and/or cancellations may be sent to both.

Payment

To confirm a booking a deposit will need to be taken. The balance will be due in full, four weeks before the dive date.

Cancellation by You

Where a cancellation is received less than 1 month before the date of the dive, the payment will not be refunded. Cancellations by you before this date will forfeit 25% of the total price. Specifically, if the dive takes place but you arrive late on the day or elect not to dive or go out, no refund will be given.

Cancellation by Us

The boat operates a minimum number required for a dive to take place. These are typically as follows:

Inshore Dives	5 persons,
Coastal Dives	6 persons
Offshore Dives	6-8 persons
Technical Dives	6-8 persons.

Even if you have booked on a boat, this minimum number has to be reached for the trip to take place. For example, you may book the first two spaces. We will do our best to fill the remaining spaces. If this is not possible, the skipper may revise his trip plan and/or cancel the dive. In this case you will not be charged or you may be given an option for another dive site, time or date.

If we cancel the trip because you and/or any of your group are considered, in our reasonable opinion, to be unfit to sail or not ready to sail at the scheduled departure time you will be liable for the full cost of the trip.

Weather & Boats

Diving is weather and tide dependant. We reserve the right to change dive sites or departure times according to weather and operational requirements. On occasions due to sea, weather or safety considerations, boat operators may cancel the trip with minimum notice. In this instance your payment will be credited to your account or refunded at your option.

Your booking is accepted on the understanding that if you have booked for a specific site and the weather does not permit diving that location but an alternative site is diveable, then the dive will take place at the best available alternative. We will take into account where possible depth requirements in respect of divers' abilities and prepared gas mixes. Technical divers must understand that if we are able to dive on a 30m+ wreck site, we expect bookings to be honoured. Any price difference in your favour will be credited to your account or refunded at your option.

On rare occasions, on arrival at a dive site, poor surface visibility (fog) means that diving cannot take place safely. In such cases, customers will be liable for 50% the cost of the dive. West Bay Diving will bear a loss on the other 50%.

Responsibility

You are responsible for the conduct of your own dive, and for ensuring that you are trained, dived up and equipped for the dive site and that your equipment is safely stored on the boat. Practically all dives require an SMB or delayed SMB. If in doubt, please ask your skipper.

If you book onto a dive as a single person, you need to be sure that you are prepared to dive solo or to forgo the dive if you cannot persuade someone else on the boat to dive with you.

Boats will not wait for passengers, so ensure that you allow yourself sufficient time to get ready and have your cylinders filled.

Insurance

It is a booking requirement that all members must have their own insurance. Proof of cover may be requested.

Check-in and Boarding

On arrival please check in with the skipper to confirm your diving and boarding arrangements at least 30 minutes before your boat departs. You need to be ready to board the boat at least 15 minutes before the published departure time.

The Diving at Work Regulations 1997

You will not appoint us or our employees, agents and sub-contractors as Diving Supervisors under the above regulations in any circumstances unless we agree otherwise in writing.

Data Protection Act

We will keep on record personal data that you provide to us. We will use that data for the purpose of complying with our obligations to you and communicating with you from time to time. We will only use the data for those purposes.

Disclaimer

All divers or parties will be required to sign a copy of the following disclaimer before boarding the boat. All references to "West Bay Diving" in this section shall include West Bay Diving employees, agents and sub-contractors.

I/We confirm that we have read West Bay Diving booking terms and conditions.

I/We understand that West Bay Diving provides a boat trip to and from my/our chosen dive site only. For the avoidance of doubt, I/we understand that West Bay Diving will not (and are not qualified to) provide any services, advice, instruction, equipment or otherwise in relation to the dive site, the dive itself or any other activity I/we choose to undertake when at the dive site.

I/We confirm that I/we thoroughly understand the hazards of boat travel to and from my/our chosen dive site. I/We understand that these hazards include, but are not limited to, drowning, slipping or falling while on board, being cut or struck by a boat, injuries occurring while getting on or off a boat, and other perils of the sea. I/We certify that I am/we are fully aware of and expressly assume these and all other risks involved in making the boat trip. I/We further confirm that I/we will comply with West Bay Diving's written and/or oral rules and regulations relating to boat safety and the use of the boat when travelling to and from the dive site.

West Bay Diving will be liable to me/us in respect of death or personal injury caused by West Bay Diving's negligence. West Bay Diving will also be liable for damage to my/our tangible property caused by West Bay Diving negligence but such liability shall be limited to the costs of repair or the second-hand replacement value of the relevant item. I/We understand and agree that West Bay Diving's only liability to me/us in respect of cancellation of the boat trip and/or failure to fulfill my/our reasonable expectations shall be repayment of any monies we have paid to West Bay Diving for the boat trip.

West Bay Diving reserve the right to change prices and details without notice.

Signed

Print Name

Date