



TERMS AND CONDITIONS

Introduction

1. These terms and conditions ("Terms") shall govern how you as the customer 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
3. 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.
5. Any reference in these Terms to Duttons Divers shall include, where relevant, its employees, agents or any contractors that it uses.

GENERAL TERMS

Bookings

1. To make any booking with Duttons Divers you must complete a booking form.
2. The details that you provide and confirm in the booking form must be complete and correct, including your confirmation that you are over 18, a "Consumer" (if relevant), and that you agree to these Terms. You will also be asked to complete other documentation depending on the activity booked, such as a medical questionnaire, a risk and liability form, and emergency contact details. Again it is your responsibility to ensure that the details you provide are complete and accurate.
3. Any booking form completed in respect of a person under 18 years old and the activity to be undertaken by them shall be the responsibility of the adult completing the booking form.
4. Any booking is not confirmed until payment of the required amount has been made to Duttons Divers as outlined in the booking form. Once payment has been made there is a valid contract between us which incorporates these Terms.
5. Certain bookings require a minimum number of participants before the booking can proceed and we reserve the right to alter the booking date to satisfy this requirement. We will always keep you informed of any changes to a proposed booking date.
6. If you do not attend a confirmed booking date on time we may treat that booking as cancelled by you and offer the space to another customer. We may charge you for any confirmed booking date that you do not attend.

Cost and payment

1. The cost of any booking will be confirmed on the booking form and how the cost is split between the non-refundable deposit and balance payment (if relevant).
2. Customers are required to make payment of the requested non-refundable deposit payment for the booking in order to secure a place if a booking is made more than 6 weeks in advance of a booking date. The balance payment will be due 6 weeks in advance of booking date. If a booking is made within 6 weeks of the booking date payment in full will be required on booking.
3. Payments should be made to the account detailed on the invoice provided with the booking 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).

Cancellations

1. If a customer cancels a booking more than 6 weeks in advance of a booking date they shall be liable for the non-refundable deposit and no refund will be made of this amount. If a customer cancels a booking within 6 weeks of the booking date, no refund of the booking cost will be offered and the customer shall be liable for the total amount of the booking.
2. The cancellation terms above reflect the non-refundable costs incurred by Duttons Divers in respect of any

bookings made with them.

3. If Duttons Divers is required to cancel a booking for any reason it will use reasonable endeavours to provide a suitable alternative booking date for the customer. Duttons Divers liability in this instance shall be limited to the cost of the booking and in the event a suitable alternative booking date cannot be agreed it shall refund the cost of the booking to the customer.
4. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Regulations") set out cancellation rights during a 14 day "cooling off" period that apply to Consumers for certain bookings made "off premises". These cancellation rights do not apply to bookings for leisure activities on specified dates and therefore do not apply to any bookings made with Duttons Divers.
5. If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, a customer has to cancel a booking Duttons Divers will consider the circumstances and in their discretion decide whether to waive the cancellation terms set out in this section.

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 customers 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. Customers will not be entitled to a refund for the activity 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 booking 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 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 or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

Health and safety

1. Certain activities provided by Duttons Divers are physically strenuous and present certain risks and customers acknowledge this when booking.
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.
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.

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 booking 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 be heard (unless your consumer rights entitle you to be heard in another jurisdiction).

SPECIFIC TERMS

Vivian Quarry – bookings for 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 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.
4. No refund will be given once you have accessed the site even if you choose not to dive for whatever reason (including, without limitation, personal equipment failure).
5. You agree to dive within your personal limitations and training.

Vivian Quarry - External instruction

If you have made a booking at Vivian Quarry for the purposes of providing instruction to students, in addition to the specific terms set out above for Vivian Quarry:

1. You must be in teaching status and be able to show us your certification card. If you are found not to be in teaching status you will not be able to instruct at the site.
2. You agree to having your own professional dive insurance that also covers your students.

Snorkelling

1. Snorkelling 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 booked the session, no refund will be given.
2. Drysuits or life jackets will be provided and must be work throughout the session to aid your buoyancy. This is regardless of your swimming ability.
3. 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.
4. 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.
5. During the session you will be using equipment owned by Duttons Divers. Any loss or breakage of the equipment as a result of your actions will be charged to you.

Experiences (Discover Scuba)

1. 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 booked the session, no refund will be given.
2. 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.

3. 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.
4. During the session you will be using equipment owned by Duttons Divers. Any loss or breakage of the equipment as a result of your actions will be charged to you.

Courses

1. 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 booked the session, no refund will be given.
2. In addition to the Duttons Divers medical questionnaire provided to you on booking, you will be required to completed 3 PADI forms on booking as well in relation to medical details, liability and general risk. Should you answer "yes" to any of the questions on the medical form, then you will not be able to participate without authorisation from a medical practitioner.
3. 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.
4. Any courses booked as part of offers at 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.
7. 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.
8. Should a course be cancelled by you for any reason once the training has commenced, no refund will be offered.
9. 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 any training provided by Duttons Divers 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 will not be obliged 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.

Equipment hire

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.

Shore and boat dives

1. 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 booked the session, 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.
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.
7. 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.