

# Waikawa Dive Centre Terms and Conditions

## Dive Trip and Training Pricing

The prices on our websites and instore are quoted in New Zealand dollars for guidance purposes only. This is to allow our customers to make easy, direct comparisons between different dive trips and training courses.

Final prices in New Zealand currency will be quoted in all email correspondence and official documentation.

Non divers are welcome. If a non-diver pays full fare then their booking is confirmed. If a non-diver doesn't want to pay full fare then priority is given to divers first, so non divers not wanting to pay full fare, will need to wait until the departure day for confirmation. Non-divers will pay trip cost less 20%.

## Booking Confirmation

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### Confirmed Reservation Deposit

Dive Trips- To confirm your reservation on any dive trip, the trip must be paid for in full. If payment is not made in full, we reserve the right to give your spot to another diver.

Dive Training-To book onto a dive course, a 50% deposit is required. Full payment is required before receiving your certification card.

## Payment Methods

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Payments may be made by:

- 1. Bank Transfer/Bank Deposit/Internet Banking**

ANZ NZ, Blenheim 06-0601-0174305-00

Please quote the invoice # as reference.

- 2. Credit/Debit Card or Cash in store**

Payments made by Visa/Mastercard will incur a 2.6 % transaction fee. Sorry we do not accept American Express.

## Cancelling Your Booking

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### Dive Trips

If you decide to cancel your reservation with less than 7 days' notice you will forfeit 50% of the original fee, unless we are able to fill your space. If you cancel your reservation with less than 1 working days' notice we retain the right to keep any payments in compensation for potential lost bookings.

Please inform us of any changes to your booking at the earliest opportunity.

### Dive Course Cancellation

If you cancel your reservation 7 days before day 1 of the course and have not used any course materials(example: unredeemed course code) a full refund (minus bank fees if any) will be made. If any course materials are used, a refund will be paid less the cost of course materials.

If you cancel your reservation on day 1 of the course, then you will be returned your payment less deposit and the cost of any materials used (including, but not limited to, the student manual).

If you cancel your reservation after day 1 of the course, we retain the right to keep any payments made.

## Changes to Your Booking

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If you decide to change your booking after you have made your reservation we will do what we reasonably can to accommodate you but it may not always be possible. You should notify us as soon as possible of any changes as the sooner you do this the more likely it is that we can make the change.

Any changes of dive trip dates made by the client may result in extra charges.

## Changes to Your Course Booking

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Our courses have a schedule that is designed to have the right balance between giving students time to learn and master their skills and progressing at an efficient pace, and this suits the vast majority of students. Occasionally however, some students need additional time to fully master the skill requirements of the course. In these circumstances, we are more than happy to arrange extra time with one of our Instructors, but this is at the student's expense; our rate for additional one to one Instructor time is \$199 per person per session.

Any changes to course dates made by the client may result in extra charges.

## Unforeseen Events

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If departure of your dive trip is not advisable - or may be dangerous to the life or health of the passengers or to the boat, due to conditions such as: bad weather, perils of the sea, Acts of God, political incidents, force majeure – Waikawa Dive Centre have the sole discretion to delay or cancel the trip.

Likewise during the trip, if bad weather or force majeure events occur that make it inadvisable for passengers to land or for the boat to enter port. then the captain shall have the right to delay or postpone sailing until conditions allow, and to make adjustments to the itinerary.

In accordance with the industry norm, cancelled trips entitle you to a 100% refund of monies paid (minus bank fee if any). Shortened dive trips entitle you to a proportionate refund, delayed trips to a choice of refund or re-scheduled trip.

Minimum numbers apply to all dive trips and courses. In the unlikely event of cancellation due to insufficient reservations we will alert you to this as soon possible. In these circumstances we will take all reasonable steps to reschedule your booking. If this is not possible a full refund (minus bank fee if any) will be paid.

## Safety

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All dive participants are required to adhere to WDC's health and safety practices. You are required to comply with all instructions given to you by WDC's staff.

No refunds apply for clients who are removed from the water or excluded from diving due to actions that place themselves or others at risk. Divers under the influence of drugs and/or alcohol will not be permitted to dive.

Refunds are not available for clients that choose not to dive due to seasickness, being too uncomfortable to dive or for any other reason.

## Language

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All course materials, such as the manuals and exams, are available in a multitude of languages. However please note that, unless you have booked a course specifically advertised as being conducted in a particular language, all teaching is done in English. While our instructional team are very experienced at teaching students whose native language is not English, it is essential for your learning and ongoing safety that you are fully capable and competent in understanding spoken English.

## Gear Hire

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You are welcome to use your own gear, however we reserve the right to inspect personal gear. If we find your gear to be in an unsafe condition, you will not be allowed to use it.

Dive Trips-All standard SCUBA gear is included in the price for dive trips (dive computers and other accessories are excluded).

Dive Training- For the Open Water Course and Discover Scuba Diving Course all gear is supplied.

For all other courses, the cost to hire a full set of scuba gear is \$100 for the duration of the course. For individual hire items standard pricing applies. If personal gear found in unsafe conditions, you will be responsible for hiring a replacement.

## Complaints and Disputes

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We want you to have the scuba diving experience you've been dreaming about. However, life doesn't always work out like that. If you have any queries, concerns or complaints, please follow these guidelines.

- 1. Act early**

Make sure that you express any dissatisfaction at the soonest opportunity so any problem can be resolved sooner rather than later.

- 2. Inform the manager**

Be sure to speak to your dive instructor or guide. Tell them exactly what your problem is, and how they can solve your problem. In most cases, our instructors and guides are capable of solving your problem to your satisfaction.

- 3. Keep a record**

If appropriate, then take the time to write down a factual record of what happened, when and with whom.

Formal complaint will need to be submitted in writing no later than 28 days after the end of your diving experience.

## Miscellaneous Information We Need

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Part of our Safety Management System requires all clients to complete and sign a:

- Participant Information Form,
- Medical Declaration
- Dive Experience Declaration

- Affirmation and Liability Release
- Standard Safe Diving Statement.

Copies of these forms can be downloaded from our website and copies will be available prior to your activity. Please take the time to review these documents before your arrival if possible.

Diving requires a certification from a recognized dive agency such as PADI. It is your responsibility that you are suitably qualified, and can provide proof of such qualification, to participate in any scuba activities. This does not apply to students taking part in introductory diving courses.

## Miscellaneous Terms

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If there are any changes to the details supplied to us by you it is your responsibility to inform Waikawa Dive Centre as soon as possible. In particular we will not be responsible for problems arising from your failure to adhere to instructions in our emails or correspondence.

All fares are quoted in New Zealand Dollars and are inclusive of taxes unless otherwise stated.

Please note that the number of dives we quote in our packages is a best estimate based on normal circumstances, not a guarantee. Circumstances may arise on the day (weather, illness, personal choice) where the total number of dives done is less than the number we estimate. There will be no partial refunds in these circumstances.

