

Explore Group Booking Terms & Conditions

Cancellations

In the event you cancel your booking with us, the following will apply.

- Bookings cancelled within 48 and 24 hours of the tour date will incur a 50% cancellation charge.
- Bookings cancelled within 24 hours of scheduled departure for any reason, will incur a 100% cancellation charge.
- The vessel departure will not be delayed due to your late arrival. This includes factors beyond your control including medical problems, airline delays, etc.
- *“Competition and Consumer Act 2010.*
- No refund or compensation will be given for any unused equipment or prepaid/pre-booked courses or guides in the event you are unable to complete the entire tour

Medical Conditions

- Some medical conditions may preclude a person from diving, please check the medical conditions section on the PADI website here:
<https://www.padi.com/downloads>
- Please note that any medicals required should be completed well before the day of departure. If in any doubt please contact us prior to your trip departure for instruction.
- Upon arriving at our vessel, and before commencing any dive activities, we will require all customers to complete our liability forms. All information provided must be strictly accurate.
- If during the tour it becomes apparent that a form has been completed incorrectly, by omission or false statement, we reserve the right to prevent any customer from undertaking any SCUBA Diving / Snorkelling activities whilst on board our vessel. Any decision made in this regard will be at the absolute discretion of the Dive Supervisor aboard the vessel.

Insurance Advice

- We strongly recommend that all customers are covered by a comprehensive travel insurance policy.
- We strongly recommend that all customers also purchase evacuation and medical cover for SCUBA diving. SCUBA diving and In-water activities are not covered by all travel insurance policies, and policy terms should be read carefully. It is important to note that in the event a customer requires medical emergency services; the evacuation, medical, and vessel relocation expenses are at the financial responsibility of the customer.
- Divers Alert Network (DAN) www.diversalertnetwork.org & Dive Assure www.diveassure.com offer comprehensive insurance packages specifically for SCUBA divers.

SCUBA Diving

- We require all Certified Divers to present a valid Certification Card. Failure to show a Certification Card may result in the customer not being able to dive on the tour.
- Our tours are subject to the risks and perils of SCUBA diving in changeable conditions in an open water environment. We reserve the right, for our customer's safety and the safety of our crew, to prevent any participation from SCUBA diving at our sole discretion.
- No compensation is offered if you should be unable to complete all offered dives at the fault of your own.
- We strongly recommend a wait of 24 hours before flying after diving.
- You must not participate in SCUBA diving or snorkelling whilst under the influence of alcohol or any drugs. We will refuse entry to the water in the event we have reasonable grounds to expect a customer has consumed alcohol or drugs within a timeframe that could, in any way, affect their ability to SCUBA dive/ snorkel safely.

Any decision made in this regard will be at the absolute discretion of the Dive Supervisor aboard the vessel.

- If any equipment or property belonging to us is damaged or lost we reserve the right to charge the customer responsible to make good the damage or loss.
- To participate in SCUBA diving / snorkelling **ALL** Customers are required to agree to, and sign, our liability forms relevant to the activity they will be undertaking.
- Rental dive equipment used is BCD, Regulator with 1st Stage, Primary and alternate 2nd Stage, Gauges with Dive Computer, emergency signalling equipment, including a high visibility signalling device, for example, a safety sausage; and an audible signalling device (e.g. a whistle). If your equipment varies from the above, you must contact us prior to departure.

Spoken Languages

- English is the language spoken on board our tours and Discover SCUBA Diving training
- We have limited staff that can communicate in other languages, please contact us if you have specific requirements.
- We in no way guarantee any spoken language other than English, unless an otherwise pre-arranged agreement has been made with us.

Age Restrictions

- Day Trips: Anyone under the age of 16 must be accompanied by a Parent or Guardian. A 16 or 17 year old may travel if we have prior written parental consent and must have the relevant liability forms signed by a Parent or Guardian.
- Open Water Courses: The minimum age is 12 to participate in a PADI Open Water Course. Any person under the age of 18 must have the relevant liability forms signed by a Parent or Guardian.

- Introductory diving: The minimum age is 14 to participate in an introductory dive. Any person under the age of 18 must have the relevant liability forms signed by a Parent or Guardian.

Conduct

- During time on board our vessel, customers will be in close proximity with other guests and our crew. Should any customer conduct themselves in an abusive, inappropriate or threatening manner or in any other way so as to make themselves objectionable to fellow guests or our crew, we reserve the right to have them leave the vessel at the earliest opportunity. The Master of the Vessel has the absolute discretion to make any decisions in this regard and the decision of the Master of the Vessel will be final. We will not give any refund of tour costs if a customer is unable to complete the tour because they have been removed at the Masters decision.

Liability

- The laws of Queensland apply in relation to these Terms and Conditions and our business.
- It is a fundamental condition of this contract between you, and/or your client and us, that to the extent permitted by law, we (including our directors, employees, agents and independent contractors) are discharged and indemnified by you /or your client (including by your /or your clients executor(s), administrator(s) and dependent(s)) from any liability for any loss, damage, death or injury whatsoever arising out of, or incidental to, this diving trip and other services provided by us, whether or not such damage or personal injury is caused or contributed to by us.

You acknowledge and agree that:

- You will be participating in activities, which are undertaken for the purposes of recreation and involve a significant degree of physical exertion and/or physical risk;
- You are aware of the risks of injury associated with your participation in this diving trip and agree to voluntarily assume such risk; and
- The use of any equipment hired or loaned by us is entirely at their own risk.
- Notwithstanding the above, we reserve the right to rely upon any limitation of liability and/or defence available under any applicable law(s) and/or international convention(s) for any claim made by you against us.