



Wittering Divers
12 Oakfield Road
East Wittering Divers
PO20 8RP
01243-672031

PLEASE READ THESE TERMS AND CONDITIONS AND THE DISCLAIMER VERY CAREFULLY BEFORE BOOKING YOUR BOAT TRIP AS THEY WILL APPLY TO YOUR CONTRACT WITH US.

For the purposes of these terms and conditions only:

“you” and “your” means you, the customer; and

“we”, “our” and “us” means Wittering Divers.

1. Trip times

Boat departure times shown on the advance planner are approximate and will be confirmed the day before when phoning for weather check.

You and all the members of your group must be ready to board the boat at least 15 minutes before the boat departure time.

If you and/or any member or members of your party fail to turn up and/or be ready to board by the scheduled departure time the departure time will not be delayed and this will be treated as a late cancellation and you must pay us the total price of the boat trip.

2. Before the Trip

You are advised to ring us on 01243-672031 between 16:45 hrs. and 18:00 hrs. (UK Summer Time) the day before the boat's departure to confirm weather conditions are suitable for the trip.

3. Bookings

Wittering Divers Ltd reserves the right to advise you against any dive that in our opinion may be beyond your experience and ability.

A non-returnable deposit of £10.00 is required per diver per dive.

If the trip is cancelled by us we will only be liable to refund all monies paid by you to us in full **unless we have cancelled your trip because you are:**

1. in our reasonable opinion unfit to sail
2. not ready to board by the scheduled departure time.

If you cancel:

1. more than 4 full days prior to the scheduled departure date. You are not liable for payment.
2. 4 days or less, prior to the scheduled departure date, then payment for the trip in full must be paid to Wittering Divers unless the space is refilled.

4. Data protection act

We will keep a record of your personal data provided to us on the booking form. 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.

5. Weather & boats changes to location and / or boat:

Diving is weather and tide dependant. We reserve the right to change boats, 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 refunded.

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 dive-able, the dive will take place at the best available alternative, taking into account depth requirements in respect of divers' abilities and prepared gas mixes.



For office use only

DISCLAIMER FOR DIVING 2010

ALL REFERENCES TO "WITTERING DIVERS" IN THIS SECTION MEANS WITTERING DIVERS AND SHALL INCLUDE WITTERING DIVERS EMPLOYEES, AGENTS AND SUB-CONTRACTORS. I CONFIRM THAT I HAVE READ WITTERING DIVERS BOOKING TERMS AND CONDITIONS.

I, _____, UNDERSTAND THAT WITTERING DIVERS PROVIDES A BOAT TRIP TO AND FROM MY CHOSEN DIVE SITE ONLY. FOR THE AVOIDANCE OF DOUBT, I UNDERSTAND THAT WITTERING DIVERS 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 CHOSE TO UNDERTAKE WHEN AT THE DIVE SITE. I CONFIRM THAT I THOROUGHLY UNDERSTAND THE HAZARDS OF BOAT TRAVEL TO AND FROM MY CHOSEN DIVE SITE. I 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 CERTIFY THAT I AM FULLY AWARE OF AND EXPRESSLY ASSUME THESE AND ALL OTHER RISKS INVOLVED IN MAKING THE BOAT TRIP. I FURTHER CONFIRM THAT I WILL COMPLY WITH WITTERING DIVERS 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. WITTERING DIVERS WILL BE LIABLE TO ME IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY WITTERING DIVERS NEGLIGENCE. I UNDERSTAND AND AGREE THAT WITTERING DIVERS ONLY LIABILITY TO ME IN RESPECT OF CANCELLATION OF THE BOAT TRIP AND/OR FAILURE TO FULFILL MY REASONABLE EXPECTATIONS SHALL BE REPAYMENT OF ANY MONIES WE HAVE PAID TO WITTERING DIVERS FOR THE BOAT TRIP.

PRINTED NAME _____ **DOB:** _____

Email: _____

Qualification Agency (e.g. PADI): _____ Qualification: _____

Certification # (Student # printed on C-Card) : _____

Address: _____

Town: _____ Post Code _____ Mobile #: _____

Next of Kin : _____ **Relationship:** _____ **Contact #:** _____

Signature : _____ **Date** : _____

Signature of Parent or Guardian : _____ **Date:** _____

Card No. _____ Switch Issue No. _____

Expiration Date _____ Cardholder Name _____

Please Print

Authorized Signature _____

I do wish Wittering Divers to contact me about other services.

I do wish Wittering Divers to pass on my details to other parties.