



Forster Dive Centre

Terms and Conditions

General Terms and Conditions



RETURNS & REFUND POLICY

CORONAVIRUS POLICY

We are amidst a very challenging time and dealing with something that has not been seen before in our lifetime. At this point in time, we have to consider the needs of our customers and also the needs of our staff and their families. With this in mind, we have endeavoured to create a fair policy to deal with this never before seen situation which is also in line with the rest of the travel and tourism industry.

Bookings

This policy applies to ALL bookings on all courses and dive trips booked directly with us.

Customers who have booked courses and due to concerns over the Coronavirus wish to cancel their booking can do so anytime up to 48 hours prior to the course start date. At this point, the participants will be provided with a Gift Certificate equal to the value of their course less any out of pocket expenses incurred ie. eLearning or hardcopy materials.

If you are ill or may have been exposed, you can cancel anytime up to the start date of your course, all rebooking fees will be waived and a Gift Certificate to the value stated above will be issued.

If you choose not to show up without notifying us in advance, you will forfeit your entire booking.

The Gift Certificates issued will be valid for 12 months from the date of issue and should the need arise due to the evolving nature of this situation we will consider honouring them beyond that time.

Notifications are to be made to dive@forsterdivecentre.com.au

Travellers who may not be able to use the credit can check with their travel insurance companies for coverage which may be an option for policies started prior to the Pandemic.

STANDARD TERMS

Dive Course Bookings:

The following terms and conditions apply for dive course bookings:

- You are entitled to a full refund less the price of training materials supplied if you cancel up to seven (7) days prior to the commencement of the course. Where there is less than seven days notice before the course start date there will be no refund payable.
- Bookings made within seven (7) days prior to the scheduled commencement date of a dive course are non-refundable.
- If you have chosen the eLearning option for a course, you will lose the cost of the eLearning option (price varies depending on the course).
- Once you start/commence the course and wish to cancel then no refund can be provided.
- Once you begin a dive course and you complete the course on a different date (on a date other than the one stipulated in the course) a \$200 rebooking fee will apply.
- Note: Some courses require a mandatory Dive Medical to be completed if you answer "YES" for any of the questions in the Divers Medical Questionnaire. The Dive Medical should be completed no later than seven (7) days prior to the course commencement date. Failure to notify us seven (7) days prior to the dive course start date of a failed Dive Medical will result in the loss of all payments and there will be no refund provided.

Transfer / Change Of Course Commencement Date

- No fee will apply if you notify us for a transfer/change up to seven (14) days prior to the

course start date.

- Within seven (7) days of a course start date, a \$200 fee will apply if you decide to change or transfer to another start date.

Dive Gear And Products:

Try it, love it or swap it.

We want you to love the dive gear you buy from us. We guarantee that at any time during the first 7 days of purchase if your product fails to meet your expectations, we will exchange it.

We want to make it easy for you.

Sometimes we make the wrong choice. Let us help you fix that. Products that are returned in absolute new/unused condition within 7 days of purchase will be fully refunded.

Note that we want you to be Forster Dive Centre customer for life and we will do everything in our power to assist you with any issues you might have with the product you've purchased from us.

Dive Travel And Trip Bookings:

Local travel

Diver Requirements

1. You must be at least an Open Water Certified divers or above.
2. Proof of certification must be provided on arrival. If you require verification of certification, you will need to contact the store at least 24 hours before the start as we may not be able to get this information instantly.
3. Failure to arrive by the published start/departure times for the activity, no refunds or credits will be offered.
4. You must be medically fit to dive.
5. You will be required to sign our Liability Waiver for the activity on arrival.
6. If you have less than twenty dives, you must have dived in the last 12 months.

If you fail to meet any of the above requirements, Forster Dive Centre reserves the right to refuse to provide diving and dive related activities where a customer is deemed by staff to be unfit to participate. Refunds will be made at Forster Dive Centres management discretion.

Transfer/Cancellation

1. A \$25 cancellation fee of the price of the trip fee is applicable if you cancel up to five (5) days prior to the commencement date any local dive travel or event.
2. Where there is less than five (5) days notice before the scheduled dive travel or event commencement date there will be no refund payable

Dive Site

Forster Dive Centre retains the right to change our planned dive site should prevailing sea conditions, or weather conditions make it unsafe for diving. In these circumstances, no refunds will be offered should the diver decide not to proceed with the dive.

Overseas Travel Booking Terms and Conditions

PLEASE READ THE FOLLOWING BEFORE PROCEEDING WITH YOUR BOOKING

In these terms and conditions:

“the client” or “you/your” refers to the lead-named person or booking agent on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking is made. “we/us/our/Forster Dive Centre” refers to Forster Dive Centre – The Partnership of A.E. CHIPEAUX AND A.T. CLARKE. A.B.N. 152 152 998 57 T/A FORSTER DIVE CENTRE.

Role of Forster Dive Centre

Forster Dive Centre acts as an agent selling travel products (such as accommodation, tours and activities) on behalf of suppliers. Forster Dive Centre role is to arrange and coordinate the services and products offered by our suppliers on your behalf. Forster Dive Centre as an agent may receive fees, commissions, gifts or financial incentives from third parties under this contract.

BOOKING TERMS AND CONDITIONS

BOOKING PROCEDURE

The booking contract between you and us is confirmed by paying the deposit stated on your travel proposal and when we receive a completed booking form from you and when we accept your booking in writing.

PASSENGER INFORMATION

Please note that your surname and first given and middle names must be the same as per the passport you will be travelling on.

You must check all of your booking documents and invoices thoroughly and advise us as soon as possible if there is any discrepancy. If booking details submitted are incorrect, we will try our best to correct any details without cost to you. However operators used may have amendment / cancellation fees that we will have to pass on.

DEPOSIT PAYMENT

We cannot guarantee the availability of any services until all deposit amounts and your Booking Form have been received. Once your deposit is received, if we are unable to confirm availability of any services in your itinerary, we will contact you to discuss alternative options. If alternative travel arrangements cannot be agreed, then we will refund the deposit paid by you prior to a booking being confirmed.

The acceptance by us of payment of a deposit alone does not represent an acceptance of booking. A booking will be deemed to have been accepted once we have confirmed your booking in writing at which time your deposit becomes non-refundable. The deposit amount is dependent upon the trip and services booked and will be advised prior booking and stated on your invoice.

PAYMENTS BY CREDIT CARD

Credit card surcharges of 2.0% apply when paying by credit card. You authorise us to charge all fees incurred by you in relation to the services provided to the credit card designated by you.

PAYMENTS BY DIRECT DEPOSIT

Please ensure that your Booking Number and Surname are included in the deposit transaction details. Account details will be stated on your travel proposal / invoice. Please call the office or email your consultant to advise your payment details to ensure your payment is correctly allocated to your booking E.g. : NC22 + SURNAME

PAYMENT DUE DATES & FAILURE TO PAY

The payment due dates required by you will be detailed on your travel proposal. These can include but aren't limited to: The last date for payment by you to us of the balance of the cost of your booking (final quotation price) will be visible as the Final Payment Date on your invoice. We will notify you in writing of the last date for payment for any payment installations required after we have confirmed acceptance of your booking. If your final payment is not received by the last date for payment, we reserve the right to treat your booking as cancelled. If your booking is cancelled in this manner, you agree that you will not be entitled to any refund whatsoever, including any deposit/s paid by you.

TRAVEL INSURANCE

It is compulsory that you take out appropriate travel and dive insurance cover, please note that many dive operators insist on you having appropriate insurance coverage. Without this some operators will not allow you to undertake underwater activities. We suggest that travel insurance is taken at the time a deposit is paid as this may prevent loss of deposit for covered cancellation circumstances beyond your control. Travel insurance cover should be taken out not only against normal travel risks (including supplier insolvency risks), but also against additional risks appropriate to the activities and destination country/ies in your travel arrangements. Note that we do not accept any responsibility for the cover provided by your travel insurance.

PACKAGE PRICES

Packages are inclusive of service fees. In most cases, Forster Dive Centre provides a package deal. It is not possible for the cost of hotels, transfers, tours, etc. as part of a package deal to be broken down.

CHANGES IN PRICES

In this time of escalating prices and economic instability it is impossible to foreshadow accurately fluctuations in exchange rates or increases in the cost of fuel, accommodation, and services in general. Forster Dive Centre reserves the right to adjust our prices as may be necessary at any time.

GROUP DEPARTURES

Are based on a minimum number of participants travelling together. The package price may increase if numbers are not reached.

BOOKING AMENDMENT REQUESTS

Any changes requested by you after booking acceptance by us may change the final package price. A fee of \$50.00 per amendment will be charged to cover administrative costs, in addition to any charges levied by our suppliers.

An amendment constitutes a change to an existing booking and not transfer to another tour / supplier, wherein cancellation fees may apply.

CANCELLATION REQUESTS

Should you wish to cancel your booking, all cancellations need to be advised in writing / via email to us (The arrival date of the e-mail will be the day of cancellation) and the following conditions will apply:

Bookings cancelled at any time after confirmation are subject to the forfeit of deposit/s and may also forfeit deposits paid to third parties.

If cancellations occur after the final payment date: cancellation fees of up to 100% of the total booking cost apply. Cancellation costs are subject to the terms and conditions of our suppliers. Forster Dive Centre reserves the right to charge a cancellation fee for services rendered and loss of commission as a result of cancellation.

CHANGES & CANCELLATIONS BY OUR SUPPLIERS

On occasion, due to reasons beyond our control, our suppliers may decide to reschedule or cancel a service that you have purchased as part of your travel arrangements. Forster Dive Centre reserves the right to change or cancel your booking due to above said operating requirements or circumstances beyond our control. Should we need to do this we will give you as much notice as we can and where available offer you comparable alternative arrangements. If you accept the replacement services, then your booking cost will be adjusted. In the event of cancellation where an alternative has been offered by the supplier and/or services are no longer required due to travel re-arrangement, these costs may be charged in addition to the above terms. We do not accept any responsibility for any loss suffered

by you, either directly or indirectly, as a result of an insolvency event by any travel supplier. You will be responsible for all re-booking costs associated with such an event. If such an event occurs and you cancel your booking, then the cancellation policy applies.

CHANGE OF ITINERARY

While we will endeavour to adhere to all itineraries as advertised or quoted, reasonable changes in your itinerary may be made by us or any supplier where it is deemed necessary or advisable. If a major change in your itinerary is due to a force majeure, or unforeseen circumstances, no compensation is payable by us to you. We will endeavour to ensure that any changes made to alter your itinerary will be made with your best interests in mind. Itineraries are prepared as per current schedules.

If flight schedule changes occur it may be necessary to alter the itineraries. Climatic conditions such as cyclones, storms and snow may also necessitate sudden changes.

Air routings are subject to availability. Routings are not guaranteed and are subject to change at any time. We are not liable for expenses you incur if you miss your flight or flight connection. In the event of an unforeseeable change of itinerary, if the services of the original ticketed airline are not used, cancellation fees of up to 100% may apply as per the conditions of the fare and additional airfares will be required to be purchased if other carriers are used.

ACCOMMODATION

Due to overbooking and other situations that may occur through no fault of Forster Dive Centre, similar standard accommodation will be provided – if unable to do so a refund of the difference will be made.

UNUSED SERVICES

Due to weather, transport delays, strikes and other causes beyond the control of Forster Dive Centre and our overseas representatives, there is a possibility of contracted services not being extended. Forster Dive Centre will make every endeavour to secure refunds for the same but will not be held responsible for refunds not forthcoming.

REFUNDS

Any refunds due will be made available to you after we receive the monies from the supplier involved.

PASSPORT, VISA AND HEALTH REQUIREMENTS

You must carry a valid passport and have obtained all appropriate visas, permits, vaccinations and certificates for the country/ies in which you will visit during your tour. It is your responsibility to ensure that you are in possession of the correct visas, permits, vaccinations and certificates for your tour. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation. Your passport must be in good condition with sufficient blank pages and be valid for a minimum of 6 months beyond the duration of the tour. You can visit <http://smartraveller.gov.au/> or your similar local country information site for more information.

ACCEPTANCE OF RISK

You accept that all travel has risks involved and that you travel to a destination at your own risk. You must perform your own due diligence in respect to making your own choices regarding destinations, including reviewing all travel advisories.

You accept that all suppliers will have their own risk assessment and personal liability forms will be provided in advance or in resort. These will need to be completed prior to engagement in any activities.

UNDERWATER ACTIVITIES

Forster Dive Centre its servants, agents and employees do not assume any responsibility or liability for the safety of any participating individual in any activity offered by way of tour itinerary including but not by way of limitation, activities of scuba diving and snorkelling. Clients on all diving tours must be aware that the on-site dive operator has sole responsibility for diving activities and has the right to refuse diving to any individual without recompense for reasons of health including instability or suspect or real intoxication or the results thereof, or for any suspect or real inability or incompetence.

DIVERS AND SNORKELLERS

Should take all equipment consistent with their activity with the exception of air tank and weights. Gear for hire other than air tank and weights is not available at all destinations, hire requests must be submitted prior to travel. Scuba divers should be qualified to recognised minimum "Open Water" standard or appropriate level relevant to their trip/destination and be medically fit to participate in scuba diving activities.

Proof of such may be requested by on-site dive operators. Qualifications should be carried. If in doubt as to qualifications or ability, discuss with staff at Forster Dive Centre.

NOT INCLUDED IN HOLIDAY PRICES

Costs of passports and visas; meals other than those specified in the itinerary; excess baggage charges; personal items such as phone calls, laundry, drinks, airport taxes etc.

WEBSITE, PHOTOS AND INFORMATION

Any photos and descriptions provided by Forster Dive Centre should be considered as an example only and may differ from the actual product you have purchased. While we make every effort to ensure the website accuracy at the time of compilation, however we will not accept responsibility for any errors, either those arising from inaccuracy or errors, changes since publishing, or otherwise, and you agree not to hold us responsible for such matters.

LIMITATIONS OF OUR LIABILITY

We always do our best to make sure your holiday arrangements are satisfactory and we accept liability for, but only to the extent of, any loss or damage sustained by you as the result of negligence of that of our employees or agents.

We cannot accept any liability of whatever nature for the acts, omissions, or default, whether negligent or otherwise, of those airlines, coach or boat operators, shipping companies, hoteliers or other persons providing services in connection with your holiday pursuant to a contract between themselves and yourself (which may be evidenced in writing by the issue of a ticket, voucher, coupon or the like) and over whom we have no direct and exclusive control.

We do not accept liability in contract or in tort (actionable wrong) for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which are beyond our control, or which are not preventable by reasonable diligence on our part including but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government or of any other authorities, accidents to or failure of machinery or equipment or industrial action.