Forster Dive Centre
Terms and Conditions

Saltwater Adventures Pty Ltd trading as Forster Dive Centre and Gadhu Dreamland

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General Terms and Conditions

1. General conditions

These Terms and Conditions apply to bookings, purchases, activities and services provided by Forster Dive Centre, including recreational scuba diving, guided boat and shore dives, snorkelling and marine activities, scuba diving courses and training programs, equipment hire, retail purchases, domestic and international dive travel, private charters, group bookings and special events.

Forster Dive Centre, we, us and our refer to Saltwater Adventures Pty Ltd trading as Forster Dive Centre and Gadhu Dreamland. Customer, participant, you and your refer to the person making the booking and, where applicable, the individual participants included in that booking. By making a booking, paying a deposit, purchasing a product or accepting these terms, you agree to the applicable conditions disclosed before entering into your agreement.

Nothing in these Terms and Conditions excludes, restricts or modifies any consumer rights, guarantees or remedies that cannot lawfully be excluded under Australian Consumer Law (ACL) or other applicable legislation.

2. Bookings and payments

2.1 Booking confirmation

Bookings are subject to availability and confirmed upon receipt of the required payment or deposit and confirmation from Forster Dive Centre. A booking reserves a place, equipment, personnel and other operational resources specifically for the customer. Customers must check dates, times, activities and participant information.

2.2 Deposits and outstanding balances

A deposit or full payment may be required at booking. Outstanding balances must be paid by the specified due date or before participation. Payment of a deposit does not limit financial responsibility to that amount where additional cancellation fees are lawfully payable. Failure to pay may result in cancellation following reasonable notice, with applicable cancellation fees remaining payable.

2.3 Payment authorisation

Where a customer expressly authorises us to retain a payment method securely through our booking or payment processing system, that method may be charged for outstanding balances, applicable cancellation and no-show fees, agreed additional services, and reasonable equipment repair or replacement charges where separately authorised. We will provide notification and details before processing additional charges. If payment cannot be processed, any amount lawfully payable remains due and may be invoiced.

2.4 Prices and fees

Prices are in Australian dollars unless stated otherwise and include GST where applicable. Mandatory booking or service fees will be disclosed before booking is completed. Payment charges will comply with applicable laws and payment network requirements.

3. Local dive tours, activities and day trip cancellation policy

This section applies to local boat dives, shore dives, guided dives, snorkelling activities, day trips, recreational dive events and other local activities unless alternative conditions are expressly agreed before booking. Training courses and domestic or international travel packages have separate policies.

3.1 Cancellation by Forster Dive Centre

We may cancel or reschedule an activity when reasonably necessary due to unsafe weather or ocean conditions, mechanical or equipment issues, vessel or staff availability, insufficient participant numbers, safety concerns, government restrictions, emergencies or other circumstances preventing safe or suitable operation.

Where we cancel an entire local activity before commencement, customers will be offered their choice of a full refund of payments received for the cancelled activity or rescheduling to an alternative available date at no additional charge. A credit may also be offered if voluntarily accepted. For partially completed activities, any applicable refund or alternative remedy will reflect services provided and the circumstances, subject to ACL.

3.2 Cancellation by the customer

Notice before scheduled start	Cancellation conditions
More than 120 hours (5 days)	Full refund or free rescheduling.
More than 48 hours and up to 120 hours	Required booking deposit, subject to reasonable loss.
48 hours or less	Up to 100% of total booking value.
No-show or missed departure	Up to 100% of total booking value.

All times are calculated using NSW local time and the scheduled activity commencement time stated in the booking confirmation. Cancellation charges reflect limited diving places, staffing commitments, vessel arrangements, equipment allocation, administrative costs and potential loss of revenue.

We will take reasonable steps to minimise losses. Cancellation charges will not exceed reasonable net loss, including reasonable unrecoverable costs and lost revenue after allowing for avoided costs and replacement bookings. Payments exceeding the applicable cancellation charge will be refunded.

3.3 Outstanding cancellation fees

Where the applicable cancellation fee exceeds the amount already paid, the outstanding amount remains payable. For cancellations within 48 hours or failure to attend, the customer may be liable for the entire booking value, not merely the deposit, subject to section 3.2. Previously paid deposits will be applied towards the applicable charge and will not be charged twice.

3.4 Cancellation and rescheduling requests

Requests must be communicated directly to us, preferably in writing by email or through the relevant booking platform. Notice is calculated from the time the request is received, not when processed. Telephone cancellations should be followed by written confirmation; customers are encouraged to retain evidence. Customer-requested rescheduling is subject to the same notice periods and conditions as cancellation unless otherwise agreed in writing.

3.5 Weather-related customer cancellations

Scuba diving and marine activities are weather-dependent. Forecasts and personal assessments of conditions do not automatically constitute grounds for a refund. Our skipper, instructors and dive professionals assess prevailing and forecast conditions, taking into account the vessel, dive sites, operating limitations and safety. Where we determine an activity can proceed safely and substantially as booked, the standard customer cancellation policy applies to customers who choose not to attend. Customers are never required to enter the water against their wishes, but a personal decision not to participate does not automatically entitle them to a refund.

3.6 Changes to dive sites

We may change the proposed dive site, departure location, dive sequence or operational schedule where reasonably necessary for safety, weather, tides, currents, visibility or operational requirements. A change does not ordinarily entitle a customer to a refund where a reasonably comparable experience is supplied. Where a change materially alters the booked experience, an appropriate alternative or remedy will be offered in accordance with ACL. Wildlife encounters, visibility, water temperature and environmental conditions cannot be guaranteed.

3.7 Late arrivals and no-shows

Customers must arrive by the check-in time in their confirmation. Vessels and activities operate to scheduled departure times and cannot always be delayed. Customers who arrive late and miss their activity may be treated as no-shows. Where attributable to the customer, charges of up to 100% of the total booking value may apply, subject to section 3.2.

3.8 Illness, injury and personal circumstances

Cancellation due to illness, injury, transport difficulties, accommodation changes, work commitments, family emergencies or other personal circumstances is generally subject to the standard cancellation policy. Exceptional circumstances may be considered case by case. Customers are encouraged to obtain appropriate cancellation insurance. Nothing requires medically unfit customers to participate or restricts statutory refund entitlements.

3.9 Group bookings

The person making a group booking must communicate applicable conditions to participants and, where they agree to act as booking payer, pay amounts properly due. Cancellation fees apply to each cancelled place, including partial group cancellations, subject to reasonable loss provisions.

4. Diver requirements and participation

4.1 Certification and experience

Except in approved training or introductory programs, scuba divers must hold recognised Open Water Diver certification or higher appropriate to the activity. Customers must provide evidence of certification, accurate diving experience information, any additional qualifications, be medically and physically fit, complete required documentation and follow safety instructions. Customers requiring certification verification should contact us at least 24 hours beforehand. Divers with fewer than 20 logged dives must have dived within the preceding 12 months unless approved after an appropriate skills assessment. Further experience or recent-diving requirements may apply, and refresher training, additional supervision or alternative sites may be required.

4.2 Medical fitness

Customers must disclose relevant medical conditions, medications, injuries, illnesses and other circumstances affecting safe participation. Where required, written clearance from a qualified medical practitioner must be obtained before participation. We may decline participation without satisfactory clearance. Customers must not dive while medically unfit, under the influence of alcohol or drugs, or otherwise impaired.

4.3 Refusal or termination of participation

We may reasonably refuse or discontinue participation where a customer does not meet certification or experience requirements, lacks required medical clearance, appears unfit or impaired, fails to follow reasonable safety instructions, displays abusive or inappropriate behaviour, endangers people or the environment, or provides materially false safety-related information. Where refusal results from failure to comply with disclosed requirements, applicable cancellation conditions and reasonable loss provisions may apply. Where attributable to us or inability to provide the agreed service, appropriate consumer remedies apply.

4.4 Environmental responsibilities

Participants must respect marine wildlife and the environment, comply with applicable marine park, fisheries and wildlife interaction regulations and staff instructions. Wildlife harassment, deliberate reef damage, unlawful collection and environmentally harmful behaviour are prohibited.

5. Dive equipment hire and rental

5.1 Customer responsibilities

All rental equipment remains our property unless otherwise specified. Customers must take reasonable care of equipment issued to them, including equipment supplied in packages or courses; use it only for its intended purpose; follow instructions; protect it from theft, loss, impact and avoidable damage; immediately report faults, damage or loss; return it at the agreed time and location; and not modify, dismantle or repair it without authorisation. Do not continue using equipment that appears damaged, defective or unsafe.

5.2 Loss, theft or damage

Where equipment is lost, stolen or damaged through customer negligence, misuse, failure to take reasonable care or failure to return it, the customer may be charged reasonable inspection and assessment, repair, parts, labour or replacement costs if lost or not reasonably repairable. Replacement charges take into account age, condition, remaining useful life and reasonable replacement cost. Customers will not be charged for fair wear and tear, pre-existing damage, inherent defects or damage attributable to us.

5.3 Assessment and payment

We will provide details of the loss or damage and associated charges. Charges will be based on reasonable repair or replacement costs, not arbitrary penalties. Where expressly authorised, charges may be processed on the nominated payment method after notice; otherwise an invoice will be issued.

5.4 Late return

Additional hire charges or reasonable costs arising from late return may apply when disclosed before hire. Failure to return equipment following reasonable notice may result in recovery action for the equipment or its reasonable replacement value.

6. Scuba diving courses and training

6.1 Course bookings

Course places are reserved upon receipt of the deposit or payment and confirmation. Fees may include instructor time, pool or vessel access, training materials, equipment, certification and digital learning resources.

6.2 Course cancellations

Seven days or more before commencement: refund less reasonable unrecoverable costs of materials, activated eLearning and pre-arranged services. Less than seven days: charges of up to 100% may apply, reflecting reasonable net losses and unrecoverable expenses. After commencement: charges may apply for training delivered, activated materials, committed resources and reasonable losses. No-shows may incur charges up to the full course value. We will take reasonable steps to minimise losses. If we cancel the course, appropriate rescheduling or refund options will be offered, subject to services already delivered and ACL.

6.3 Digital learning materials and eLearning

PADI eLearning and other third-party digital materials may incur non-recoverable supplier costs once issued, redeemed or activated. Costs will be disclosed before purchase or activation where reasonably ascertainable. If voluntarily cancelling after supply or activation, reasonable unrecoverable costs may be deducted from the refund. Statutory remedies for defective or incorrectly supplied digital products or services remain available.

6.4 Course transfers and rescheduling

Seven days or more before commencement, customers may transfer to an available course without administration fees, subject to disclosed unavoidable third-party costs. Less than seven days may incur a reasonable rebooking fee up to $200. Additional training or rescheduling after commencement may incur up to $200 or a separately disclosed cost of further training agreed with the customer. No rebooking fee applies where we cancel the course.

6.5 Course completion and certification

Payment does not guarantee certification. Certification depends on satisfactory completion of knowledge development, practical skills, assessments and training agency standards. Additional training fees will be explained and agreed before delivery.

6.6 Medical requirements

Complete the diving medical questionnaire early. Where required, obtain medical clearance at least seven days before commencement where reasonably practicable. Notify us immediately if clearance cannot be obtained. Cancellation or transfer charges will be assessed under the course cancellation and reasonable loss provisions.

7. Retail purchases, returns and refunds

7.1 Australian Consumer Law guarantees

Goods and services come with guarantees that cannot be excluded under ACL. Customers may be entitled to repair, replacement, refund or another remedy depending on the nature of the failure.

7.2 Change-of-mind returns

In addition to statutory rights, eligible products returned within seven days may receive a refund or exchange if new and unused, in original packaging where reasonably applicable, complete with accessories and accompanied by proof of purchase. Special orders, personalised items, activated digital products and products unsuitable for resale for hygiene reasons may be excluded from voluntary returns where disclosed before purchase. Statutory rights are unaffected.

7.3 Faulty products

Contact us for assessment of faulty products. We may consult manufacturers or authorised service agents. Customers are not required to deal directly with manufacturers as a condition of exercising statutory rights against us.

8. Gift vouchers and booking credits

8.1 Gift vouchers

Purchased gift vouchers are generally valid for at least three years from issue unless a lawful exemption applies. Expiry dates and conditions will be displayed. Vouchers are not ordinarily redeemable for cash unless required by law. Bookings are subject to availability and applicable cancellation conditions. Monetary-value vouchers may require payment of any difference if the service price increases.

8.2 Booking credits

Credits issued as an agreed alternative to refund or goodwill arrangement are subject to validity and conditions communicated at issue, consistent with law. Customers legally entitled to a refund will not be required to accept a credit instead.

8.3 Cancellation of voucher bookings

The relevant cancellation policy applies to confirmed bookings paid using vouchers or credits. Amounts properly payable may be deducted from the balance. Remaining refundable value will be returned in the appropriate form, subject to law.

Domestic and International Dive Travel Terms and Conditions

9. Application of travel conditions

These additional conditions apply to domestic and international dive holidays, liveaboards, escorted group travel and multi-day packages. They operate alongside the general conditions. Travel-specific conditions prevail where they conflict with general booking conditions. The local day-trip cancellation policy does not apply to these packages.

10. Role of Forster Dive Centre

Depending on the package, we may act as group organiser, tour escort, booking intermediary, travel agent or direct supplier of specified services. Independent operators may include airlines, hotels, dive operators, transfer companies and travel agents such as Dive Adventures. Where acting as an agent or intermediary, our role and relevant supplier will be identified in booking documentation. Applicable supplier conditions will be made available before confirmation. We may receive commissions or commercial benefits. Nothing excludes responsibility for our own services, representations, conduct or legal obligations.

11. Travel booking confirmation

Bookings are confirmed when required information and deposit are received, availability is confirmed and written confirmation is issued by us or our authorised booking agent. Payment alone does not guarantee availability. If arrangements cannot be confirmed and no alternative is accepted, payments for unconfirmed arrangements will be refunded.

12. Passenger information

Full names, dates of birth and passenger details must match travel documentation. Check invoices, itineraries and confirmations promptly. Reasonable amendment or supplier charges arising from incorrect customer information may be payable. No correction fee applies to our errors.

13. Deposits and payment schedules

Deposits, instalments and final payment deadlines are specified in individual proposals or confirmations. Deposits may secure flights, accommodation, diving and other services. If overdue, we may remind customers and provide reasonable notice requiring payment. Failure to pay within the specified time may result in cancellation where reasonably necessary to meet supplier deadlines. Applicable cancellation charges may remain payable.

14. Travel cancellation by the customer

14.1 Cancellation notification

Submit travel cancellations in writing to us or the nominated travel agent. The cancellation date is the date written notice is received.

14.2 Before final payment

After confirmation, cancellation may result in loss of all or part of the deposit. Additional costs may apply for ticketed flights or supplier commitments. Charges reflect reasonable unrecoverable supplier payments, reasonable administrative expenses and other reasonable net losses.

14.3 After final payment

Cancellation after the final payment deadline may incur up to 100% of the package price, depending on supplier terms, committed costs and reasonable losses. Trip-specific schedules and supplier conditions disclosed before confirmation apply. Excess payments will be refunded.

14.4 Reduction of losses

We take reasonable steps to minimise losses, including seeking supplier refunds or replacement travellers where reasonably practicable. Recoverable amounts, avoided expenses and replacement traveller payments will be considered. Charges will not exceed the booking price unless separately agreed additional services or expenses apply.

14.5 Replacement travellers

Customers may nominate a suitable replacement subject to supplier approval, availability and conditions. Airline name-change, supplier amendment and reasonable administration charges may apply. Transfers cannot be guaranteed.

14.6 Insurance claims

We will provide relevant booking and cancellation documentation reasonably required to support insurance claims. Acceptance cannot be guaranteed.

15. Booking amendments

Customer amendments after confirmation are subject to availability and supplier terms. A reasonable administration fee up to $50 per amendment may apply in addition to disclosed unavoidable third-party charges. Fees will be advised before completion. Transfer to another package may be treated as cancellation and a new booking where appropriate.

16. Travel package pricing

Prices reflect suppliers, airfares, exchange rates, taxes and participant numbers at quotation and may change before confirmation. After confirmation, adjustments may only be made where lawful and provided for in agreed conditions due to specified circumstances such as supplier rate changes, exchange fluctuations, government taxes or compulsory charges, or minimum group numbers. Increases will be reasonably explained and communicated. Material changes will attract an appropriate alternative or cancellation option consistent with law and agreed supplier conditions.

17. Minimum group numbers

Some departures require minimum numbers. If not achieved, we may propose another departure, revised arrangements, revised pricing or cancellation. Material changes will be communicated as soon as reasonably practicable. Customers need not accept materially different arrangements or substantial additional charges without agreement. Refund rights depend on circumstances, agreed conditions and ACL.

18. Travel changes and supplier cancellations

Suppliers may alter or cancel arrangements for operational reasons, weather, safety, government restrictions or other circumstances. We will notify customers promptly where reasonably practicable, assist with suitable alternatives, communicate price differences, take reasonable steps to recover refundable amounts and provide applicable ACL remedies. Reasonable non-material changes may be made when necessary. For material changes, customers will be advised of options and refund rights.

19. Unused travel services

Voluntarily unused dives, meals, transfers, excursions, accommodation or other services are not ordinarily refundable. Where an operator cannot supply services, remedies depend on agreed conditions, supplier obligations, circumstances and consumer law. Wildlife encounters, dive sites and environmental conditions are not guaranteed.

20. Travel refunds

Refunds will be processed within a reasonable timeframe. Where dependent on recovery from suppliers, we will take reasonable steps to recover funds and keep customers informed. This does not limit independent obligations to provide remedies directly under law. Refunds ordinarily use the original payment method unless agreed otherwise or required by law.

21. Travel and dive insurance

Appropriate comprehensive travel insurance is compulsory for domestic and international dive holidays. It must suit the destination and activities and, where applicable, cover recreational diving, planned depths, snorkelling and wildlife swimming, overseas medical treatment, emergency evacuation and repatriation, decompression illness and hyperbaric treatment, and cancellation and interruption. Obtain insurance as soon as the booking is confirmed, subject to availability and policy conditions. Evidence may be requested before departure. Customers must understand coverage, exclusions and claims procedures.

22. Passports, visas and entry requirements

Customers must obtain and maintain valid passports, visas, entry permits, vaccinations and health documentation, medical clearances and transit documentation as required. Review Australian Government advice at www.smartraveller.gov.au and destination entry requirements. We are not responsible for costs arising solely from customer failure to satisfy disclosed or applicable documentation requirements.

23. Overseas diving and marine activities

Customers must comply with certification, medical, equipment and safety requirements of local operators, who may reasonably refuse participation where eligibility or safety requirements are not met. Follow local laws, wildlife regulations, boating requirements and environmental protection rules. Whale swimming, shark diving and wildlife encounters depend on animal behaviour, weather, safety and regulations. Particular species, encounters and sites cannot be guaranteed.

24. Travel package exclusions

Unless expressly included, packages exclude passports and visas, insurance, excess baggage, personal dive equipment, equipment rental, optional activities, unspecified meals and beverages, personal expenses, medical treatment and evacuation.

Additional General Provisions

25. Recreational activities and risk warning

Scuba diving, snorkelling, swimming, boating and other marine activities involve inherent risks including drowning, decompression illness, barotrauma, wildlife encounters, currents, waves, tides, reduced visibility, slips, trips, falls, equipment malfunction, vessel movement, medical emergencies, serious injury or death. Risks cannot be entirely eliminated even with reasonable precautions. Participants must follow reasonable safety instructions, disclose relevant medical information and operate within training, experience and personal limitations. Participants may be required to complete separate medical declarations, risk acknowledgements and recreational activity waivers before participating. Nothing in this warning removes any duty or liability that cannot lawfully be excluded.

26. Liability and consumer rights

We will provide services with appropriate care and skill and in accordance with legal obligations. We are responsible for our acts and omissions to the extent required by law. Independent suppliers remain responsible for their performance and obligations. Limitations operate only to the extent permitted by law. Nothing excludes liability where prohibited or restricts non-excludable ACL rights.

27. Personal belongings

Customers must take reasonable care of belongings, cameras, phones and dive equipment. We are not responsible for loss or damage caused solely by their failure to take reasonable care. This does not exclude liability attributable to us under law.

28. Photography and promotional material

Promotional imagery illustrates available experiences. Wildlife sightings, conditions and experiences vary. Appropriate consent will be obtained for promotional use of identifiable customer imagery. Customers may decline without affecting their booking.

29. Privacy and personal information

Information collected through bookings, medical declarations and communications is used for legitimate booking, operational, safety and administrative purposes. It may be shared with relevant training agencies, agents, operators, payment processors and emergency services where reasonably necessary and lawful. Information is handled under applicable privacy legislation and our Privacy Policy.

30. Complaints and dispute resolution

Contact us promptly with concerns. We endeavour to investigate fairly and respond within a reasonable timeframe. If unresolved, customers may seek NSW Fair Trading or other relevant consumer protection or dispute resolution assistance. Nothing prevents exercise of legal rights or independent advice.

31. Governing law

These terms are governed by NSW law and applicable Commonwealth legislation. Nothing limits jurisdiction or dispute resolution rights available under law.

32. Amendments to terms and conditions

We may update these terms. The version applicable to a confirmed booking is the version provided or made available and agreed at booking unless changes are subsequently agreed or required by law. If a provision is unlawful or unenforceable, remaining provisions continue to operate to the extent permitted.

33. Acceptance

By confirming a booking, paying a deposit or accepting these terms, customers acknowledge they have been provided with the applicable booking conditions, including payment obligations, cancellation charges and participation requirements. Contact us before booking for clarification.