

## **Diving Terms and Conditions**

### **SCUBA Diving**

- We require all Certified Divers to present a valid Certification Card from a recognised diving agency. Failure to show a Certification Card may result in the customer not being able to dive on the tour.
- Introductory divers must complete a confined pool session with an instructor, prior to their booked tour. Introductory divers must show competency and mastery of the PADI set skills circuit and will only progress through to an Open Water dive at the discretion of the leading Instructor.
- Participants of Introductory Dives must be able to swim independently without assistance
- No compensation is offered if you should be unable to complete all offered dives at the fault of your own.
- Explore, PADI and Queensland Recreational Diving Standards strongly recommend a wait of 24 hours before flying after diving.
- Our tours are subject to the risks and perils of SCUBA diving. Conditions in an open water environment are variable and change frequently, as such Explore reserve the right, for both the safety of our customers and crew, to prevent the participation in SCUBA diving at our sole discretion.
- You must not participate in SCUBA diving or snorkelling whilst under the influence of alcohol or drugs. We will refuse entry to the water in the event we have reasonable grounds to suspect 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 Deck Supervisor aboard the vessel.
- To participate in SCUBA diving / snorkelling **ALL** Customers are required to agree to, and sign, Explore or PADI liability forms relevant to the activity they will be undertaking.
- Rental dive equipment includes BCD, Regulator with 1st Stage, Primary and alternate 2nd Stage, Gauge, Dive Timer or Computer, emergency signalling equipment, including a high visibility signalling device, for example, a delayed surface marker buoy; and an audible signalling device (e.g., a whistle). If your equipment varies from the above, you must contact us prior to departure.
- In the result of damage or loss of any equipment or property belonging to Explore, we reserve the right to charge the customer responsible to make good the damage or loss.

### **Medical Conditions and Medications**

- All divers must complete a medical questionnaire upon booking.
- Some medical conditions and medications may preclude a person from diving, please check the medical conditions on the PADI website or review SPUMS resources (<https://www.spums.org.au/>) for further information
- Please note that should you require a physician's evaluation or dive medical; this must be completed, and a copy sent through to Explore before the day of departure. If in any doubt, please contact us prior to your trip departure.
- Upon arriving at our vessel, and before commencing any dive activities, we will require all customers to complete the PADI SAFE diver and standard 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**

- Customers are strongly advised to purchase or be covered by a comprehensive travel insurance policy prior to boarding.
- Guests booked into all diving products (Certified; Introductory; Learn to Dive Courses) are strongly advised to purchase diving insurance with medical evacuation cover. 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.

## Spoken Languages

- English is the language spoken on board our tours and in all dive 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 otherwise pre-arranged.

## Age Restrictions

- Certified Diving: Anyone under the age of 18 must be accompanied by a Parent or Guardian onboard the vessel. Certified divers aged 15 years and above may dive without a parent or guardian; however, all liability and medical forms must be signed by their legal guardian or parent prior to the dive. Divers between the age of 10-14 must dive with a parent or guardian present and must have all liability and medical forms signed by the parent or guardian.
- Open Water Courses: The minimum age is 12 to participate in a PADI Open Water Course in Queensland. 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 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, Explore reserve the right to have said customer 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. Explore will not give any refund of tour costs if a customer is unable to complete the tour because they have been removed at the Master's 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.

## Explore Group Terms and Conditions

1. All tours are subject to weather conditions and a minimum number of passenger bookings
2. Before participating in any dive activity, you must complete a medical declaration form as well as read and understand the [dive booking terms and conditions](#).
3. Explore Group reserves the right to cancel or change all tours at any time and offer an alternative product or tour if we cannot operate the tour originally booked.
4. Explore Group takes no liability or responsibility for the illness, injury or death of any passenger on board the vessel or during a tour.
5. Explore Group takes no liability or responsibility for the loss of personal property on board the vessel or during a tour.
6. All passengers must comply with any instructions given by crew on the vessel or during a tour.
7. The company reserves the right to refuse to carry any passenger, luggage or goods without reason.
8. All passengers must only consume alcoholic beverages that have been purchased or supplied on board the vessel.
9. No liability is taken by the company for any loss, damage or inconvenience caused by the cancellation or change to any tour.

## Explore Group Cancellation Policy

- Bookings made within 24 hours of departure are confirmed.
- Cancellations made more than 48 hours prior to departure will not incur a cancellation fee.
- Cancellations made between 48 and 24 hours prior to departure will incur a 50% cancellation fee.
- Cancellations within 24 hours of the tour, or on the day of tour or no shows will result in 100% charge.
- If Explore Group cancels the tour you will be offered a full refund or an alternate date of travel.
- These conditions also apply for transferring tour dates
- 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."