

Terms & Conditions

Certification Requirements for Divers

All customers booking to dive with Mandarin Divers Ltd MUST show proof of certification (through their relevant training agency) to the minimum level required for that trip before they are able to embark onto one of Mandarin Divers Ltd Vessels or head down to the beach. If you are unable to provide proof of certification you will not be allowed to board the vessel (or dive with the group) and may forfeit all monies paid for that trip. The information provided here is to assess your ability to dive with us. We have a duty of care to ensure that your dive experience is enjoyable and safe.

Pleasure Dive Booking and Dive Course Booking Payment – Terms and Conditions

All customers of Mandarin Divers Ltd participating in dive course training must complete the standard PADI release forms issued by Mandarin Divers Ltd

When booking online this represents confirmation of booking and acceptance of terms and conditions.

For all bookings of pleasure dives and dive courses conducted by Mandarin Divers Ltd, full payment for dive or course is required upon receipt of invoice issued by Mandarin Divers Ltd.

All dive courses conducted by Mandarin Divers Ltd and paid for in full must be completed within 6 months from payment confirmation.

All pleasure dive bookings using pre paid coupons issued by Mandarin Divers Ltd must present the coupon number to Mandarin Divers Ltd upon confirmation of booking.

All pre-paid coupons issued by Mandarin Divers Ltd for the purposes of pleasure dives on Mandarin Divers Vessels must be used within 6 months of issue. Any unused coupons will be classed as used and are not subject to refund.

Pleasure Dive Booking Cancellations/Amendments - Terms and Conditions

For all dive cancellations there is a HK\$150 administration fee, with the remaining refund provided, with the exception of competition events where no refunds are available, travel insurance is highly recommended.

Where cancellation notification is received LESS THAN 72 hours prior to the booked event no refund is available. Cancellations made by Mandarin Divers Ltd due to weather attract a HK\$50 administration fee and remaining monies refunded.

You are able to change your event start date at the discretion of Mandarin Divers Ltd free of charge subject to weather and availability.

Where Mandarin Divers Ltd cancels an event an alternative date will be offered or at the full discretion of Mandarin Divers Ltd a refund may be offered (less HK\$50 administration fee), however no refunds or credits will be due where customers fail to arrive by the published start/departure times for their courses and trips.

Dive Course Cancellations/Amendments – Terms and Conditions

For all dive courses conducted by Mandarin Divers Ltd and requiring a Medical signed by a physician, Mandarin Divers Ltd recommend this be completed prior to payment of the course. Course fees are not subject to refund once course is underway for a failed medical.

Where course cancellation notification is received LESS THAN 7 days prior to the scheduled course start date no refund is available.

Mandarin Divers Ltd reserves the right to withdraw and/or cancel a course or to make changes in the course schedule, or in the judgment of Mandarin Divers Ltd, if conditions warrant it. In the event of course bookings; truces, lockouts, riots or stoppage of labour from whatever cause or for any other reason whatsoever, Mandarin Divers Ltd may, at any time, cancel, advance or postpone any scheduled course component and may, but is not obliged to, substitute another schedule and shall not be liable for any loss whatsoever to student diver by reason of any such cancellation, advancement or postponement.

The student diver, at the schedule requested by Mandarin Divers Ltd or Assigned Course Instructor, must complete all knowledge development components required for booked courses through Mandarin Divers Ltd. If not completed the course Mandarin Divers Ltd reserves the right to cancel, advance or postpone the remaining course components and will incur a HK\$500 transfer charge. Mandarin Divers Ltd shall not be liable for any loss whatsoever to students by reason of any such cancellation, advancement or postponement.

If a student diver, during a course, fails to complete required scheduled dives due to sea-sickness or unable to equalize, at the discretion of Mandarin Divers Ltd, the schedule will be substituted with one further diving day without incurring any further costs. Supplementary to this additional diving day, Mandarin Divers Ltd reserves the right to charge a HK\$500 transfer charge in order to complete required course components.

If a student diver is unable complete a scheduled dive component of a course due to illness, or other unexpected commitments, Mandarin Divers Ltd will arrange a suitable rearrangement of the course dive component with no further cost incurred

If a student diver fails to attend a scheduled course component without prior notice to Mandarin Divers Ltd within 12 hours of course component start time, Mandarin Divers Ltd reserves the right to charge a HK\$500 transfer charge and shall not be liable for any loss whatsoever to students by reason of any such cancellation, advancement or postponement.

Where course materials have been used, defaced, damaged or lost they will be charged at the standard PADI retail prices as per the current PADI price list.

Medical Requirements

For divers and courses requiring a dive medical it is a requirement that it is completed AT LEAST 4 days prior to course commencement. Where a customer cancels their diving event due to medical reasons AT LEAST 7 days prior to course commencement (and notifies us thereof) there will be a full refund of fees upon return of all texts and course materials in original condition (where applicable). For course cancellations due to medical grounds WITHIN 7 days there will be a HK\$150 administration fee and the remaining fees will be refunded upon return of all texts and course materials in original condition (where applicable).

ALL MEDICAL CANCELLATIONS MUST BE ACCOMPANIED BY A MEDICAL FAILURE NOTIFICATION FROM THE DOCTOR, WORD OF MOUTH WILL NOT BE ACCEPTED.

Liability Release and Waiver

Please read the following. By continuing with the Internet booking you accept the terms stated below;

In consideration of Mandarin Divers Ltd permitting me to participate in scuba diving, snorkeling and any other water sport activity (including instruction in any of these activities whether in or out of the water or on any vessel) (collectively or severally referred to as 'Activities') I agree as follows.

Express acceptance of risk

- 1.1 I confirm that the answers I have provided in this form are true and correct and that Mandarin Divers Ltd has relied on these answers in allowing me to participate in the activities.
- 1.2 I personally and voluntarily assume all the risk for any harm, trauma, injury or damage that I may suffer to my person or my property whether foreseen or unforeseen in connection with the activities.
- 1.3 I certify that I have been advised of the inherent risks associated with the activities and I voluntarily choose to participate in the activities fully accepting that such risks, should they arise, may cause injury, death or property damage and in particular I acknowledge I have been advised that:
 - 1.3.1 Diving with compressed air involves certain risks such as decompression illness; embolism, other hyperbaric injuries and such injuries may result in death or serious incapacity.
 - 1.3.2 The injuries of the type referred to in clause 1.3.1 may require treatment in a recompression chamber or other medical facility.
 - 1.3.3 The activities may be conducted at a location that is remote either in time and/or distance from a medical facility.
 - 1.3.4 Scuba diving and snorkeling are physically demanding activities that may cause personal injury, trauma, or death.
 - 1.3.5 Scuba diving involves the use of equipment that may malfunction giving rise to the risk of injury, trauma, or death.
 - 1.3.6 Snorkeling and scuba diving may involve exposure to the elements such as, storms, wind, tide and naturally occurring events, as well as harmful marine life.

Release discharge & indemnity

- 2.1 I unconditionally release and discharge Mandarin Divers Ltd from all liabilities, claims and causes of action that may occur from any act, omission, default, failure or error on the part of Mandarin Divers Ltd (including any negligent act, omission, default, failure or error) occurring wholly or partially during the course of the activities.

Indemnity

- 3.1 I agree to indemnify and keep indemnified Mandarin Divers Ltd from any liability, claim or cause of action that may be brought against Mandarin Divers Ltd as a result of or in connection with any act, omission, default, failure or error on the part of Mandarin Divers Ltd (including any negligent act, omission, default, failure or error on the part of Mandarin Divers Ltd occurring wholly or partially during the course of the activities).
- 3.2 I agree that Mandarin Divers Ltd will not be liable for and waive any right to claim any loss or damage, personal injury, death, economic loss or consequential loss whether in tort, in contract, under statute or otherwise, for any default, failure, negligence or error on the part of Mandarin Divers Ltd
- 3.3 If despite these terms, it is found that Mandarin Divers Ltd is liable to compensate me then such liability is limited to the cost of providing the services in respect of which the liability arises.

Parent Guardian undertaking

- 4.1 Where this form is signed by the parent or guardian of a minor (being a person under the age of 18 years), then the parent or guardian warrants that the information contained in this form is true and correct and personally covenants in the terms of this waiver, release and indemnity.

Statement of understanding

- 5.1 I acknowledge that I have read and understood the matters set out in the above document.
- 5.2 I acknowledge that the conditions set out in this document are contractual in nature, are intended to have legal effect and are not merely a warning or recital.
- 5.3 I have agreed to this document of my own free will and without representation or inducement by Mandarin Divers Ltd, it's agents or employees.

By submitting my booking online via email or telephone I have understood and accept these terms and conditions. All the information provided is true to the best of my knowledge.

For all Cancellations, a HK\$50 fee is applicable.

Please note there are absolutely no refunds available for unused dives during competition events, alternative activities will be arranged if diving is unavailable due to weather or unforeseeable circumstances. For this reason travel insurance is highly recommended for these dive events.