

Terms & Conditions

Introduction

These terms and conditions (“Terms”) shall govern how you as the customer will act towards Pro Dive Global, a partnership registered in England and Wales (“Pro Dive Global”, “we” or “us”), in relation to training, trips, or any other excursion or event you may undertake with us.

When participating in any activity with Pro Dive Global, you agree to all the terms and conditions laid out in this document. If you do not understand or fully agree to the Terms, please ask for clarification. Upon making any payment to Pro Dive Global, this will be taken as confirmation that you understand and agree to these Terms.

Certain terms will only apply to consumers (within the meaning of the Consumer Rights Act 2015); if you are not a consumer, those terms are specifically excluded from applying to you. Any reference in these Terms to Pro Dive Global shall include, where relevant, its employees, agents, or any contractors it employs.

GENERAL TERMS

Bookings

To make any booking with Pro Dive Global, you must complete a booking form, this may be via physical form or via online booking.

The details you provide and confirm in the booking form must be complete and correct, including your confirmation that you are over 18, a “Consumer” (if relevant), and that you agree to these Terms. You will also be asked to complete other documentation depending on the activity booked, such as a medical questionnaire, a risk and liability form, and emergency contact details. It is your responsibility to ensure that the details you provide are complete and accurate.

A booking is not confirmed until payment of the required amount has been made to Pro Dive Global. Once payment is made, a valid contract exists between us which incorporates these Terms.

Certain bookings require a minimum number of participants before proceeding, and we reserve the right to alter the booking date to meet this requirement. We will always keep you informed of any changes to a proposed booking date.

If you do not attend a confirmed booking date on time, we may treat that booking as cancelled by you and offer the space to another customer. We may charge you for any confirmed booking date that you do not attend.

Cost and Payment

The cost of any booking will be confirmed on the booking form, including how the cost is split between the non-refundable deposit and balance payment (if relevant).

Customers are required to pay the requested non-refundable deposit or full amount, as specified, to secure a place. The balance payment will be due 6 weeks in advance of the booking date. If a booking is made within 6 weeks of the booking date, payment in full will be required at the time of booking.

Payments should be made to the account detailed on the invoice provided with the booking form.

Pro Dive Global may change prices at any time; however, price changes will not apply to any booking that has already been paid for in full.

The prices of all bookings are stated as including VAT (if applicable).

Cancellations

If a customer cancels a booking at any time in advance of the booking date, they shall be liable for the full booking costs; we may issue a credit note in exceptional circumstances. The cancellation terms reflect the costs incurred by Pro Dive Global in respect of any bookings made with us.

If Pro Dive Global is required to cancel a booking for any reason, we will use reasonable endeavours to provide a suitable alternative booking date for the customer. If an alternative date cannot be agreed upon, we will issue a refund for the cost of the booking to the customer in the form of a credit note for the full amount, expiring in 12 months.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Regulations") set out cancellation rights during a 14-day "cooling off" period that apply to Consumers for certain bookings made "off premises." These cancellation rights do not apply to bookings for leisure activities on specified dates and therefore do not apply to any bookings made with Pro Dive Global.

If, due to exceptional circumstances, including but not limited to illness, accidents, or bereavement, a customer must cancel a booking, Pro Dive Global will consider the circumstances and decide at our discretion whether to waive the cancellation terms set out in this section.

Liability and Insurance

Pro Dive Global will ensure that the services it provides are carried out with reasonable skill, care, and attention in accordance with industry guidelines applicable to the relevant booking. However, you acknowledge that all activities offered by Pro Dive Global have elements of risk associated with them that cannot be eliminated despite the level of service provided.

All customers are responsible for their own conduct during any activity booked with Pro Dive Global and for following the instructions provided by us. If a customer's conduct is, in our reasonable opinion, unacceptable, poses a risk to themselves or others, or breaches these Terms, Pro Dive Global reserves the right to exclude that customer from a booked activity. Customers will not be entitled to a refund in these circumstances.

All customers are required to hold their own personal insurance for the booked activity to cover their personal liability and any personal equipment they use. Pro Dive Global will not be liable for any breakage or loss of any customer equipment on our premises or during any booking.

You acknowledge that providing any inaccurate information on booking or medical forms may invalidate our insurance.

Pro Dive Global will not be liable if we are unable to provide an activity due to causes beyond our reasonable control (which shall include, without limitation, adverse weather conditions). If such an event occurs, our obligations under these Terms will be suspended, and our liability shall be limited to making reasonable efforts to provide an alternative time for the activity once the event has passed.

Pro Dive Global will be responsible for any foreseeable loss or damage that customers suffer as a result of a breach of these Terms or as a result of our negligence. We will not be responsible for any loss or damage that is not foreseeable.

Nothing in these Terms is intended to or will exclude Pro Dive Global's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

Health and Safety

Certain activities provided by Pro Dive Global are physically strenuous and present certain risks, which customers acknowledge when booking.

Customers will be required to complete a medical questionnaire when booking an activity, but it is the customer's responsibility to ensure they are fit and well enough to participate in any booked activity. If there are any concerns, customers should seek advice from a medical professional. If you have medical conditions, a family history of medical conditions, or take any medication, we advise contacting us prior to booking to discuss this. Pro Dive Global reserves the right to refuse participation if you attend the session and declare a medical issue not disclosed prior to booking. In such cases, no refund will be given.

Customers should not attend any activity under the influence of alcohol or drugs.

Safety briefings will be provided by Pro Dive Global before all activities start, and it is your responsibility to ensure you attend and follow the instructions in the safety briefing.

Personal Data

We will only use your personal information as set out in our privacy policy, which is available on our website.

Complaints and Contact Details

We always welcome feedback from our customers, and while we hope you will be satisfied with the services provided by Pro Dive Global, we would like to hear from you if you have any cause for complaint.

If you would like to contact us regarding a complaint or for any other reason, you can reach us at clareclowes.instructortrainer@gmail.com or leanneclowes.instructortrainer@gmail.com.

General Clauses

Any changes to these Terms will only be effective where they are in writing and signed by both you and us.

These Terms and the booking, medical, and any other forms provided to you at the time of booking constitute the whole agreement between you and Pro Dive Global and replace any previous agreements, whether oral or in writing, between us.

If either party needs to give notice in relation to these Terms, they shall communicate this in writing to the latest email address or physical address provided to each other. Notices by email or delivered personally shall be deemed received when delivered, provided that it is within business hours. Notices by post or courier will be deemed received on the second business day after posting.

No third party may rely on these Terms or the booking agreement between us.

These Terms and your booking with us shall be governed by and construed in accordance with English law. Any disputes (including non-contractual disputes or claims) shall be dealt with in accordance with English law, and the courts of England and Wales are the only place where disputes arising from these Terms and our booking agreement shall be heard (unless your consumer rights entitle you to be heard in another jurisdiction).