



## **Terms and Conditions:**

### **1. The Dive**

Manly SEA LIFE Sanctuary reserves the right to add, withdraw, substitute and/or vary advertised routes, prices and departure times for the dive or Gift Certificate without notice. However, reasonable effort will be made to maintain arrangements as advertised.

### **2. Check-in for the Dive**

All divers are required to arrive and 'check-in' at Manly SEA LIFE Sanctuary premises at least 15 minutes prior to the advertised dive time on the diver's ticket, voucher or confirmation letter. **Non-arrival or arrival after this time will result in non-admittance** to the dive at Manly SEA LIFE Sanctuary's discretion, without refund. Missed dives will not be re-scheduled, except where a medical certificate can be provided before close of business on the dive date.

### **3. Requirements to participate in the Dive**

- i. Divers must hold a valid ticket, gift certificate, confirmed agent voucher or confirmation letter.
- ii. Divers must be 14 years of age and over, be of sound mind and be in good health.
- iii. Introductory divers that are deaf or do not speak fluent English need to contact the booking team prior to booking their dive to ensure suitable translation facilities can be arranged.
- iv. All divers will be required to sign a Declaration Form which includes, but is not limited to, statements that:
  - a) The Participant does not suffer from certain medical conditions which may prevent the participant undertaking the Dive.
  - b) The Participant enters Manly SEA LIFE Sanctuary premises and participates in the Dive at their own risk

### **4. Manly SEA LIFE Sanctuary's ability to refuse participation**

Manly SEA LIFE Sanctuary reserves right to refuse any person, for whatever reason, participation in the dive, in its absolute discretion, whether or not they have previously purchased a ticket. A person will be reimbursed for tickets previously purchased should they be refused permission to participate on grounds other than those set out above.

### **5. During the Dive**

- i. Divers will be supplied with equipment to use during the Dive without which they will not be permitted to participate in the Dive.
- ii. Divers are not permitted to take any other items; eg. Cameras, video cameras, knives, etc.; into the aquarium other than those supplied by Manly SEA LIFE Sanctuary.
- iii. All Divers must obey the directions and instructions of Manly SEA LIFE Sanctuary Dive Leaders, must not disturb other divers or interfere with the Dive Leader's ability to conduct the dive in a safe and secure manner and must not damage, deface or remove any part of the Oceanarium or any of the equipment being used. Manly SEA LIFE Sanctuary retains the right to remove from the dive any diver who does not comply with these terms, without refund.

### **6. Miscellaneous Terms**

Photographs purchased from or supplied by Manly SEA LIFE Sanctuary remain copyright to Manly SEA LIFE Sanctuary and may only be used or reproduced by the purchaser or recipient for private or domestic purposes and must not be used for any commercial purpose, including promotion of any supplier or any supplier's products or services, without Manly SEA LIFE Sanctuary's prior written permission.

### **7. Payment**

- i. Manly SEA LIFE Sanctuary tickets (Shark Dive Xtreme tickets) are non-refundable and specific to the dive specified in the booking.
- ii. A maximum of **TWO (2)** changes in the dive date or time or diver identity can be made up to **72 hours** prior to the scheduled dive. These changes are dependent upon availability and at the discretion of the Shark Dive Xtreme booking Coordinator.

- iii. **An administrative fee of \$15 for the first change and \$30 for the second will apply and is payable at the time of the change.**
- iv. **Changes within 72 hours of the dive will NOT be permitted.**
- v. All dives must be paid for at the time of booking unless otherwise agreed by Manly SEA LIFE Sanctuary in advance. Manly SEA LIFE Sanctuary reserves the right to cancel tickets purchased in advance which are not paid for.

#### **8. Cancellation and refunds**

- i. Dives will not proceed should Manly SEA LIFE Sanctuary decide that participation in a dive is unsafe, or for any other reason, at the absolute discretion of Manly SEA LIFE Sanctuary.
- ii. In the event that a dive is cancelled by Manly SEA LIFE Sanctuary then divers will either be re-booked at the earliest possible time at the convenience of the divers, taking into account available places, or be issued with a refund voucher in the case of purchases bought through an agent, or be reimbursed the agent price paid for the ticket. The relevant party who has sold the ticket to the diver will make all reimbursements.
- iii. There will be **NO REFUND** of a ticket by Manly SEA LIFE Sanctuary except in accordance with these terms or as agreed in writing by Manly SEA LIFE Sanctuary. In the exceptional case where a refund is granted, the refund will only be made to the person who purchased the ticket from Manly SEA LIFE Sanctuary.

#### **9. Manly SEA LIFE Sanctuary's liability**

- i. To the extent permitted by law, Manly SEA LIFE Sanctuary excludes liability and will not be responsible for any loss, damage or injury arising from or connected with the dive, no matter how that loss, damage or injury is caused. In particular, Manly SEA LIFE Sanctuary will not be responsible for loss or damage arising from a Participant's failure to obey Manly SEA LIFE Sanctuary's instructions or from any pre-existing medical or psychological condition. Further, but only to the extent permitted by law, Manly SEA LIFE Sanctuary will not be responsible for loss or damage arising from any negligent act or omission of Manly SEA LIFE Sanctuary or any person for whom Manly SEA LIFE Sanctuary is responsible.
- ii. Manly SEA LIFE Sanctuary is also not liable for any loss, damage or inconvenience arising from or incidental to any delay in a scheduled dive taking place.
- iii. Manly SEA LIFE Sanctuary will provide storage space for the safekeeping of valuables and luggage. Manly SEA LIFE Sanctuary however requests that valuables are not brought onto the premises and it accepts no responsibility for any loss through theft, breakage or otherwise, if valuables are brought onto the premises.

#### **10. Where an agent acts on behalf of Manly SEA LIFE Sanctuary**

Enters into a sale, booking or any other transaction then that agent shall indemnify Manly SEA LIFE Sanctuary for any loss, damage or expense incurred by Manly SEA LIFE Sanctuary as a result of any misrepresentation, breach of contract or act of negligence by the agent.

#### **11. Gift Certificates**

Terms applicable to the sale of Gift Certificates are as follows:

- i. Gift Certificates are **NON REFUNDABLE** but are transferable. Manly SEA LIFE Sanctuary must be notified prior to transfer. Gift Certificates must not be offered as prizes or resold or used for any commercial purpose, including promotion of any supplier or any supplier's products or services, without Manly SEA LIFE Sanctuary's prior written permission.
- ii. Manly SEA LIFE Sanctuary reserves the right to discontinue the sale of any item purchased on a Gift Certificate, but agrees to replace the item discontinued with any other item to the same value, and is not liable for errors made by the purchaser.
- iii. A Gift Certificate must be redeemed within 3 months from date of purchase and the Dive must take place within the 3 months. **ONE (1) extension is permitted PRIOR to the gift Certificate expiry date, this extension will incur an administration charge of \$50.00. NO extensions are permitted after the expiry date of a Gift Certificate.**

#### **12. Governing Law**

These Terms are governed by the laws of New South Wales, Australia. Manly SEA LIFE Sanctuary and each Diver submit to the non-exclusive jurisdiction of the Courts of New South Wales in respect of these Terms and any dispute between them.

End.