



Sons of Poseidon

Terms and Conditions General Terms and Conditions for the related website/ Facebook site and dive business of Sons of Poseidon PLLC

TERMS AND CONDITIONS

The following terms and conditions set out the basis on which all training courses and boat bookings are sold and/or made by Sons of Poseidon PLLC (Trading as Dive Centre, Dive School, Water Sports Facility, Tour Operator and all online business including online selling), ("We", "Us", "Our", "The Company"), to and/or with the purchaser, ("You", "Your"), from Our websites ("www.sopdivers.com and <https://www.facebook.com/rafaelsdiving/?ref=hl>"), by Telephone or in person in the Centre or another location.

These terms and conditions, together with Our Privacy Policy and any order form or payment instructions comprise the whole agreement between you and us in relation to each course or boat booking we accept from you.

By making a booking via the site, over the telephone or in person with one of the employees of Sons of Poseidon PLLC you agree to be bound by these terms and conditions.

By making a booking you acknowledge that you have not relied on any statement, warranty or representation other than those which are made in these terms and conditions, Our Privacy Policy, any order form or any payment instructions.

Course Bookings:

1. If the weather or any other circumstances beyond the control of Dive Academy cause the course to be delayed, changed or cancelled, no liability can be accepted by the aforesaid parties for consequential loss, damage or any expense incurred.
2. Candidates using Dive Academy equipment for any course are responsible for that equipment and will be charged for any loss or damage howsoever caused.
3. Candidates may not participate in diving activities without a satisfactorily completed medical statement and statement of understanding and assumption of risk. Any delays caused to the course by failure to complete these administrative and medical requirements will be chargeable at the current missed session rate.
4. Any nonattendance of scheduled sessions will be charged at the current missed session rate.
5. If Customers fail to meet the performance requirements on any dive or knowledge development session, at the sole discretion of the instructor, Dive Academy reserves the right to charge for repeating that dive or session, the rate for this will be based on the current missed session rate at that time and depend on the nature of the dive or session missed.

6. Neither Dive Academy its employees or contractors can be held responsible for damage to or loss of any personal equipment caused prior to, during or after any diving activities.
7. Any refunds will be made solely at the discretion of Dive Academy and will incur an administrative charge.
8. Any charges incurred during the course will result in suspension of training and the withholding of certification until paid in full. Dive Academy reserves the right to charge outstanding fees to the customer's credit/debit card.
9. Dive Academy reserves the right to charge an administration fee for any amendments to scheduled sessions on a booked course that are requested by the customer. This fee may be charged in addition to a missed session fee at the discretion of Dive Academy.
10. At the start of the course and induction will be given to the specific course and the requirements of that course.
11. All courses must be commenced within 6 months of the booking unless by prior agreement of Dive Academy, courses not commenced within 6 months of booking will lose any fees paid.
12. Candidates agree to abide by the rules and decisions of Dive Academy, its staff and subcontractors in all diver-training matters.
13. Course deposits are non-refundable. If a course is cancelled 14 days or more prior to the agreed start date, then the deposit can be transferred to another course.

Boat Bookings:

14. All divers listed on a boat booking will be included in the booking, and the charges will be applied to all spaces booked.
15. The Dive Centre reserves the right to change sites or vessels without notice, due to weather, safety suitability or any other reason.
16. If a dive is cancelled for any reason the deposit will be used towards another dive in the same year.
17. Once the vessel has left port the dive will be considered to be taking place.
18. Deposits may be moved to subsequent years at the discretion of the Dive Centre.
19. A 100% deposit will be charged at the time of the booking to confirm the booking and we may ask for credit card information for a deposit.
20. The client reserves the right to cancel a tour at any time. Tours cancelled on the behalf of the client are subject to a cancellation fee based on the type of tour booked and a set notice period:

Day Tours - Individuals (1 or 2 participants)

- Payment is due in full upon booking.
- Up to 48 hours prior to the tour departure time, 90% will be refunded.
- Within 48 hours of the tour departure time, no refund is available.

Day Tours - Group Bookings (3 participants or more)

- Payment is due in full upon booking.
- 8 days or more prior to the tour departure, 90% will be refunded.
- 3 days – 7 days prior to the tour departure, 75% will be refunded.
- Within 48 hours of the tour departure time, no refund is available.

Multiple Day Tours

- 25% deposit due upon booking (if booked more than 60 days prior to tour departure).
- Payment in full is due 60 days prior to tour departure.
- 60 days – 30 days prior to tour departure, 75% of the tour price will be refunded.
- 29 days – 7 days prior to tour departure, 50% of the tour price will be refunded.
- Within 7 days of tour departure, no refund is available.

21. All multiple day tour bookings require a minimum of a 25% deposit to secure tour dates and seats. Deposits must be paid by the client within 14 days of receiving an offer from Sons of Poseidon PLLC or, in the case where a booking is made less than 14 days before a tour begins, upon booking. All offers expire after the 14 day period and any bookings without a deposit will be considered rejected.
22. Bookings for multiple day tours, groups, or private tours must be paid in full according to Section
23. Bookings with outstanding payments beyond the balance due deadline may be subject to late fees. Bookings for multiple day tours, groups or private tours that have not been paid in full 14 days before the tour start date will be considered forfeited and may be cancelled.
24. Cancellations made 14 days or more prior to the dive date, the deposit may be moved to another dive in the same year at the discretion of the Dive Centre.
25. Cancellations made between 7 and 14 days before the dive date deposit may be moved to another dive in the same year at the discretion of the Dive Centre.
26. Cancellations made within 7 days will be liable for the full charge, deposit and balance of all dives booked.
27. The Centre reserves the right to refuse divers to dive if in the opinion of the Dive Centre the diver is not suitable for the chosen dive for any reason. In this case the diver will be liable for the full charge of the dive.
28. In all matters relating to the boat booking the Dive Centre's decision is final.
29. All Divers agree to abide by the Dive Centre's Diving Practices at all times, a copy of which is available on request, the canters decision on any diving matters is final.
30. Please Note: Minimum 4 divers must book and pay for boat dive. Otherwise if there are less than 4 divers the boat will not leave the harbor.
31. No minimum divers for shore dive.

32. Other

Sons of Poseidon PLLC accept NO LIABILITY for loss or damage to personal property including diving equipment, and any equipment left on the boat or in the dive center overnight or during transport is at the owner's risk.



Dive Center / Tour Operator, Key Largo, FL, USA